

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made at Navi Mumbai on this _____ day of _____, 2018 between **M/s. Sambhav Abode** a Partnership Firm duly registered under the provisions of Partnership Act, 1936 represented through its authorised signatory **Shri Kirti H Shah** and having its office at **Shop no 17, Pushpa Ganga CHS Ltd, Plot no 4, sector 9, Kamothe, Navi Mumbai**, hereinafter called "**THE PROMOTER**" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include partner or partners for the time being of the said firm, the survivors or survivor of them and the heirs, executors and assigns of the last surviving partner) **OF THE FIRST PART.**

AND

Shri/Smt/Ms/M/s_____ having **P.A.N. _____** residing at _____ hereinafter called "**THE ALLOTTEE/S**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their/ heirs, executors, administrators and permitted assigns) **OF THE SECOND PART;**

AND

(1) **Shri Bama Shimgya Keni**, (2) **Smt. Radhabai Kamlakar Keni**, (3) **Smt.Umabai Hiranman Keni**, (4) **Shri Vishal Sharad Keni** all residing at **Chinchpada-Vadghar Post & Tal. Panvel, Dist.Raigad 410206** hereinafter referred to as "**THE OWNERS**" and thereafter called "**THE CONFIRMING PARTY**" acting through their **power of Attorney Holder** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators and permitted assigns) **OF THE THIRD PART;**

PROMOTER

CONFIRMING PARTY

ALLOTTEE/S

AND WHEREAS the City and Industrial Development Corporation of Maharashtra Limited, a company incorporated under the Companies Act, 1956 (1 of 1956) hereinafter referred to as **"THE CORPORATION"** is the New Town Development Authority declared for the area designated as a site for the New Town of Navi Mumbai by the Government of Maharashtra in exercise of its powers under Sub Sections (1) & (3A) of Section 113 of Maharashtra Regional & Town Planning Act, 1966 (Maharashtra XXXVII of 1966) (hereinafter referred to as **"THE SAID ACT"**).

AND WHEREAS the State Government has acquired land within the delineated area of Navi Mumbai and vested the same in the **Corporation** by an order duly made in that behalf as per the provisions of Section 113 of the said Act;

AND WHEREAS by virtue of being the Development Authority the **Corporation** has been empowered under Section 118 of the said Act to dispose off any land acquired by it or vested into it in accordance with the proposal approved by the **State Government** under the said Act;

AND WHEREAS the Corporation as a part of the development of Navi Mumbai has decided to establish an International Airport namely **"Navi Mumbai International Airport"** with the approval of the State and Central Government (hereinafter referred to as the **"Project"** which includes development of land for the purpose allied thereto).

AND WHEREAS except for land(s) already in possession of the **Corporation**, the remaining private land(s) required for the **Project**, were notified for acquisition before **01.01.2014** under the erstwhile **Land Acquisition Act 1894** (hereinafter referred to as the **"LA ACT",1894"**) by the **State Government**.

AND WHEREAS The Right to Fair Compensation and Transparency in Land Acquisition Rehabilitation and Resettlement Act 2013 (hereinafter referred to as the **"LARR ACT,2013"**) came into force w.e.f. **01.01.2014** replacing the **LA Act 1894**, awards under **section 11** of the **LA Act,1894** have not been declared for certain lands as on **01.01.2014**. therefore as per S.24 of the **LARR Act 2013** the determination of compensation for such lands shall be in conformity with the **LARR Act 2013**.

AND WHEREAS pursuant to **section 108 (1) and 108 (2)** of the **LARR Act 2013** the **State Government** vide **Govt. Resolution Urban Development Dept.No.cid-1812/CR-274/UD-10** dtd **1st March 2014** (hereinafter referred to as the **"G.R. dated 01.03.2014"**) has, in lieu of monetary compensation provided for higher and better compensation in the form of developed plots to the land owners whose lands are to be acquired for the project. Accordingly, the **Corporation** is obliged to allot a plot to the land owners concerned if they have opted for compensation in the form of developed plot in lieu of monetary compensation.

AND WHEREAS there are some structures erected on the land already acquired and in possession of the **Corporation**. These structures are also required to be shifted due to the **Project**. The **State Govt. vide Govt. Resolution of Urban Development Dept.No.CID-1812/CR-274/UD-10 dtd 28th May 2014** (hereinafter referred to as the "G.R. dated 28.05.2014") has taken the decision to grant plots and other benefits to the concerned structure owners for their resettlement as a **Special Case** in accordance with the **Govt. Resolution Revenue and Forest Dept. No RPA-2014/CR-52/R-3 dtd 25th June 2014** (hereinafter referred to as the "G.R. dated 25.06.2014") the **District Rehabilitation Officer** has been authorised to determine the eligibility of the structure owners whose structures are situated on the land possessed by the **Corporation** and required to be shifted as stated hereinabove, with the approval of the **Collector-Raigad**. As per **G.R. dtd 25.06.2014**, the plots are to be allotted by the **Corporation** as per the applicable provisions of **G.R. dated 01.03.2014**. **G.R. dtd 28.05.2014** and as per circular issued by the **Corporation** bearing no "CIDCO/Vya.Sa./Aa.Vi.Ta./2014" dated 19.09.2014 and determined by the **District Rehabilitation Officer Raigad** with the approval of the **Collector Raigad**, or as per the award declared by the **Deputy Collector (Land Acquisition)** as the case may be.

AND WHEREAS the land hereinafter mentioned, owned by the **Licensee**, was notified for acquisition under the Land Acquisition Act. the **Licensee** has opted for a developed plot in lieu of monetary compensation. This developed plot will be allotted by the **Corporation** on lease as per the provisions terms and conditions under the **Navi Mumbai Disposal of Land (Allotment of Plots to Airport Project Affected Persons for Navi Mumbai International Airport and purposes allied thereto) (Amendment) Regulations,2015** and **Navi Mumbai Disposal of Land Regulations 2008**. Accordingly the **Dy. Collector (Land Acquisition) Metro Center No 1, Panvel**, who is an officer delegated with the powers under the **Land Acquisition Act 1894** by the **State Government** declared Award under the **LA Act 1894**, specifying therein the area of the plot to be allotted to the **Licensees** in lieu of monetary compensation as per the option and consent given by them.

AND WHEREAS the **Corporation** had acquired the land of (1) **Shri Bama Shimgya Keni**, (2) **Smt. Radhabai Kamlakar Keni**, (3) **Smt.Umabi Hiranman Keni**, (4) **Shri Vishal Sharad Keni** the details as mentioned herein below.

Details of land acquired along with structures standing thereon.

<u>Village</u>	<u>Tal.& Dist</u>	<u>Award No</u>	<u>S.No/H.No</u>	<u>Area acquired</u>	<u>Name of the Awardee</u>
<u>Vadghar</u>	<u>Panvel Raigad</u>	CHIM-ICIG-16	Un-numbered land in Gaothan along with structure.	144.94	Bama Shimgya Keni Radhabai Kamlakar Keni Umabai Hiranman Keni Vishal Sharad Keni

PROMOTER

CONFIRMING PARTY

ALLOTTEE/S

Relevant Details of the Structures

Award No	Name of the Structure Owner	Bldg no.as per survey.	Structure no as per survey	Use of structure	Area admissible for determining eligibility	Area of the plot to be allotted
CHIM-ICIG-16	Bama Shingya Keni Radhabai Kamlakar Keni Umabai Hiranman Keni Vishal Sharad Keni	16	M-160. M-174. M-175, M-176	Residential	193.00	580

AND WHEREAS (1) **Shri Bama Shingya Keni**, (2) **Smt. Radhabai Kamlakar Keni**, (3) **Smt.Umabai Hiranman Keni**, (4) **Shri Vishal Sharad Keni** (hereinafter referred to as the **LICENCEES**) were therefore entitled to allotment of a plot from the **Corporation** in lieu of the acquisition of their properties.

AND WHEREAS as per the direction of the State Government vide G.R. dated 28.05.2014 referred to hereinabove and as per the order passed by the **Collector Raigad**, the **Corporation** has allotted to the **Licensees** vide its allotment letter No **2015/2414** dtd **27/07/2015**, which is annexed to the **Agreement to Lease** as **Annexure 1** in Original and which shall form a part of the **Agreement to Lease**, a piece and parcel of land which is mentioned in the **Agreement to Lease** and more particularly delineated by a red colour boundary on the plan annexed to the **Agreement to Lease** as **Annexure 2** (herein after referred to as the "**Said Plot**"), for the purpose of constructing a building or buildings on the terms and conditions contained in the **Agreement to Lease**.

AND WHEREAS the **Corporation** laid down plots in **node-Pushpak Vadghar, Navi Mumbai, Tal.Panvel & Dist.-Raigad**, on such piece of land so acquired by the **State Government** and subsequently vested by the **State Government** in the **Corporation** for being leased to its intending Lessee.

Description of Land Allotted

Node	Plot No	Sector No	Area in sq mtr	Admissible FSI
Pushpak Vadghar	132	R2	580	1.5

AND WHEREAS as per the said **Agreement to Lease**, the **Corporation** granted to the said **Licensees**, a lease of all that piece or parcel of land bearing **plot no 132**, totally admeasuring **580 Sq. Mts.**, situated at **Sector No.-R2, node-Pushpak Vadghar, Navi Mumbai, Tal. Panvel & Dist.-Raigad.**, hereinafter referred to as the "**SAID PLOT**".

AND WHEREAS an **Agreement to Lease** was executed on **03rd day of August 2017** between the **"CORPORATION"** and (1) **Shri Bama Shingya Keni**, (2) **Smt. Radhabai Kamlakar Keni**, (3) **Smt.Umabai Hiranman Keni**, (4) **Shri Vishal Sharad Keni** for the plot of land bearing **plot no 132**, totally **admeasuring 580 Sq. Mts.**, situated at **Sector No.-R2, node-Pushpak Vadghar, Navi Mumbai, Tal. Panvel & Dist.-Raigad**

AND WHEREAS the **Licensees** have before the execution of the said **Agreement to Lease** paid to the **Corporation** on **03/08/2017** a sum of **Rs 60/-(Rupees Sixty Only)** being **'Lease Rent'** for the period of **60 (Sixty) years** at the rate of **Re 1/- per annum** as per the letters from the **Urban Development Dept. bearing No.CID-1812/CR-274/UD-10** dtd **18th of August 2014** and **No CID-1812/CR-274/UD-10** dtd **06th October 2015**.

AND WHEREAS on payment of the entire lease premium, the **Corporation** has executed the **Agreement to lease** on **03/08/2017** and registered the said **Agreement to Lease** at the **Sub Registrar of Assurances** at **Panvel** vide **Doc. no PAVAl2-10321-2017** and **receipt no 12380** dtd **07/09/2017**.

AND WHEREAS on payment of the entire lease premium and execution of **Agreement to Lease** the **Corporation** has handed over the possession of the **Said Plot** to the **Licensees**.

AND WHEREAS pursuant to the above, the **Owners** as the **Licensees** are now absolutely seized and possessed of or otherwise well and sufficiently entitled to the **Said Plot** of land and shall have authority to enter upon the **Said Plot** of land for the purpose of erecting building for Residential use within a period of **6 (Six) years** from the date of **Agreement to Lease** and/or any extended period as may be permitted by **CIDCO Ltd.**

AND WHEREAS the **OWNERS** propose to construct the residential building(s) as per the plans sanctioned and the development permission granted by the **Corporation** including such additions, modifications, revisions, alterations, therein if any, from time to time as may be approved by the Planning Authorities.

AND WHEREAS not having the technical knowhow and the financial capability to develop the **SAID PLOT**, the **OWNERS** are not in a position to develop the **SAID PLOT** of land.

AND WHEREAS and after construction of the building/s on the **SAID PLOT**, the **CORPORATION** shall execute the Lease Deed in favour of the respective Licensees granting the lease of the **SAID PLOT** to the **ORIGINAL LICENCEES** (hereinafter referred to as the **OWNERS** and therein after referred to as the **CONFIRMING PARTY**) for a period of **60 (Sixty) years** from the date of said **Agreement to Lease**;

PROMOTER

CONFIRMING PARTY

ALLOTTEE/S

AND WHEREAS the said **OWNERS** not having the technical knowledge nor the finance required for construction of the building on the **SAID PLOT** thereon approached the firm **M/s Sambhav Abode** (hereinafter referred to as the **DEVELOPERS**) having address at **Shop no 17, Pushpa Ganga CHS Ltd, Plot no 4, sector 9, Kamothe, Navi Mumbai** with an offer to develop on a 74:26 area sharing basis in respect of the **SAID PLOT**.

AND WHEREAS the **DEVELOPERS** being in the field of developing immovable properties agreed to develop the **SAID PLOT** of land on a 74:26 area sharing basis.

AND WHEREAS during the course of negotiation, the **OWNERS** have shown the relevant documents regarding the **SAID PLOT** of land to the **DEVELOPERS**.

AND WHEREAS the **DEVELOPERS** have become fully satisfied about the title of the **OWNERS** to the **SAID PLOT** of land.

AND WHEREAS the **OWNERS** have requested the **DEVELOPERS** herein to develop the **SAID PLOT** of land and construct the building on it as per the terms and conditions of the **Commencement Certificate** being issued by the **Corporation** on submission of the Plans.

AND WHEREAS the **OWNERS** have agreed to grant to the **DEVELOPERS** and the **DEVELOPERS** have agreed to accept from the **OWNERS** the **exclusive rights of development** of the **SAID PLOT** of land on area sharing basis in the ratio of **74:26**.

AND WHEREAS the **OWNERS** have executed a **Development Agreement** with the **DEVELOPERS** (hereinafter referred to as the **PROMOTER**) and the **Development Agreement** is duly registered with the **Sub Registrar of Assurances** at **Panvel** under Doc.No **PAVAL1-4245-2018** vide receipt no 5176 dtd 18/04/2018.

AND WHEREAS the **OWNERS** have also executed and registered a **General Power of Attorney** in favor of **M/s Sambhav Abode** dtd 18/04/18 vide Doc.No **PAVAL4-5072-2018** vide receipt no 6872 dtd 18/04/2018.

AND WHEREAS pursuant to the above, the aforesaid **OWNERS** have handed over the peaceful and vacant possession of the **SAID PLOT** of land to the **PROMOTER M/s Sambhav Arena LLP**.

AND WHEREAS pursuant to the above, the **PROMOTER** is absolutely seized and possessed of and is well and sufficiently entitled to the **SAID PLOT** of land (hereinafter referred to as the **PROJECT LAND**).

AND WHEREAS the **PROMOTER** is in possession of the **PROJECT LAND**.

AND WHEREAS the **PROMOTER** is entitled and enjoined upon to construct buildings on the **PROJECT LAND** in accordance with the recitals hereinabove.

AND WHEREAS 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;

AND WHEREAS the **PROMOTER** has appointed M/s **ATUL Patel Architects** having office at **1209, The Landmark, Plot no-26A, Sector-07, Kharghar, Navi Mumbai** as the **Architect** for designing and planning of the building to be constructed on the **PROJECT LAND**.

AND WHEREAS the **PROMOTER** has appointed a **Structural Engineer** M/s **S.V.Patel & Associates** having office at **B-503, Kanara Business Centre, Behind Everest Garden, Laxmi Nagar, Ghatkopar (E) Mumbai 400075** 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/s.

AND WHEREAS on submission of plans by the Architect M/s **ATUL Patel Architects** the **CORPORATION** had approved and sanctioned the building plans and issued a **Commencement Certificate** in the name of the **OWNERS** bearing Reference Number **CIDCO/BP-15652/TPO(NM&K)2018/2367** dated **03/03/2018** to construct the building on the **PROJECT LAND**.

AND WHEREAS as per the terms of the Agreement to lease entered into with the **CORPORATION** the **PROJECT LAND** has to be developed within the stipulated period failing which the **CORPORATION** would have the right to repossess the land unless and until applied for extension of development period.

AND WHEREAS the **PROMOTER** proposes to construct the building(s) having residential units as per the plans sanctioned and the development permission granted by the **CORPORATION** including such additions, modifications, revisions, alterations therein, if any, from time to time as may be approved by the Planning Authorities.

AND WHEREAS the **PROMOTER** has proposed to construct on the **PROJECT LAND** a single building comprising of seven floors.

AND WHEREAS by virtue of the **DEVELOPMENT AGREEMENT** the **PROMOTER** has the right to sell the Apartments pertaining to its share in the said building to be constructed by the **PROMOTER** on the **Project Land** and to enter into Agreement/s with the Allottees' of the Apartments and to receive the sale consideration in respect thereof.

AND WHEREAS on demand from the **ALLOTTEE/S**, the **PROMOTER** has given inspection to the **ALLOTTEE/S** 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 Atul Patel 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 there under;

AND WHEREAS the copies of Title Clearance cum search report, copies of the said Agreements showing the nature of the title of the **PROMOTER** to the **PROJECT LAND** on which the **BUILDING** is to be constructed and the copies of the plans and specifications of the **Apartment** agreed to be purchased by the **ALLOTTEE/S** have been inspected by the **ALLOTTEE/S**.

AND WHEREAS the **ALLOTTEE/S** have become fully satisfied about the title of the **PROMOTER** to the **PROJECT LAND**.

AND WHEREAS the **OWNERS** as the **CONFIRMING PARTY** herein confirm and declare that the title to the **SAID PLOT** is clear and free from all encumbrances.

AND WHEREAS the **OWNERS** as the **CONFIRMING PARTY** confirms that it has granted the development rights to the **PROMOTER** for development of the plot by construction of residential building and has executed a **Development Agreement** dtd 18/04/2018.

AND WHEREAS 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'

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the **PROMOTER**, authenticated copies showing the nature of the title of the **PROMOTER** to the **Project Land** on which the Apartments are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B' respectively.

AND WHEREAS the authenticated copies of the demarcation of the **Project Land** as approved by the concerned Local Authority have been Annexed hereto and marked as Annexure C-1.

AND WHEREAS 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 Land** have been annexed hereto and marked as Annexure C-2.

AND WHEREAS the authenticated copies of the plans and specifications of the **Apartment** agreed to be purchased by the **ALLOTTEES** as sanctioned and approved by the local authority have been annexed and marked as Annexure D.

PROMOTER

CONFIRMING PARTY

ALLOTTEE/S

AND WHEREAS 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.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the **PROMOTER** while developing the **Project Land** and the said **BUILDING** and upon the observance and performance of which only the completion or occupancy certificate in respect of the said **BUILDING** shall be granted by the concerned local authority.

AND WHEREAS the **PROMOTER** has accordingly commenced construction of the said **BUILDING** in accordance with the said approved plans and has named the said building to be constructed as "**DEEP DEVANSH-4**" (hereinafter referred to as the said "**BUILDING**")

AND WHEREAS the **ALLOTTEE/S** have applied to the **PROMOTER** for allotment of an **Apartment** No ___ on _____ **floor** situated in the building "**DEEP DEVANSH-4**" being constructed on the said **Project Land**.

AND WHEREAS the **ALLOTTEE/S** are offered an apartment bearing number ___ on the _____ **floor** (hereinafter referred to as the said "**APARTMENT**") in the building called "**DEEP DEVANSH-4**" by the **PROMOTER**.

AND WHEREAS the carpet area of the said **Apartment** is ____ square meters and "carpet area" means the net usable floor area of an apartment. excluding the terrace area of _____ **sq mtrs** covered by the external walls, areas under service shafts, exclusive balcony appurtenant to the said **Apartment** for exclusive use of the **ALLOTTEE/S**, but includes the area covered by the internal partition walls of the **Apartment**.

AND WHEREAS the **Parties** relying on the confirmations, representation and assurances of each other to faithfully abide by all the terms conditions and stipulations contained in this Agreement and all applicable laws are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS prior to the execution of these presents the **ALLOTTEE/S** have paid to the **PROMOTER** a sum of **Rs.____ /- (Rupees _____ Only)** as booking amount out of the total consideration of **Rs._____ /- (Rupees _____ Only)** of the **Apartment** agreed to be sold by the **PROMOTER** to the **ALLOTTEE/S** (the payment and receipt whereof the **PROMOTER** hereby admit and acknowledge) and the **ALLOTTEE/S** have agreed to pay to the **PROMOTER** the balance of the sale consideration in the manner hereinafter appearing.

PROMOTER

CONFIRMING PARTY

ALLOTTEE/S

AND WHEREAS, under section 13 of the said Act [(Real Estate (Regulation & Redevelopment) Act 2016)] the **PROMOTER** is required to execute a written **Agreement for Sale** of said **Apartment** with the **ALLOTTEE/S**, being in fact these presents and also to register said **Agreement** under the Registration Act, 1908. in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the **Parties**, the **PROMOTER** hereby agrees to sell and the **ALLOTTEE/S** hereby agrees to purchase the **Apartment**.

The **Parties** hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations notifications etc applicable to this project,

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

1. The **PROMOTER** shall construct the said **Building** consisting of Stilt, and Seven 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.
2. Provided that the **PROMOTER** shall have to obtain prior consent in writing of the **ALLOTTEE/S** in respect of variations or modifications which may be adversely affect the **Apartment** of the **ALLOTTEE/S** except any alteration or addition required by any Government authorities or due to change in law.
3. (i) The **ALLOTTEE/S** hereby agree/s to purchase from the **PROMOTER** and the **PROMOTER** hereby agrees to sell to the **ALLOTTEE/S Apartment No.____** (hereinafter referred to as "the **Apartment**") of _____ carpet Area admeasuring __ sq mtrs on ____ floor in the building **DEEP DEVANSH-4** as shown in the floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of **Rs._____-/- (Rupees _____ Only)** including the proportionate price of the common areas and facilities appurtenant to the premises the nature extent and description of the common areas and facilities which are more particularly described in the Third schedule annexed herewith.
- (ii) The **ALLOTTEE/S** hereby agree that the parking Space under the stilt will be sold by the **PROMOTER** and the open parking space will be allotted on a "First Come First Serve basis" and the **ALLOTTEE/S** will not have any objection to the same. The **ALLOTTEE/S** also hereby agree/s that the Society or Limited Company or Association of Allottees' that may be formed of which the **ALLOTTEE/S** will also be a member will recognize the parking space given to an **ALLOTTEE/S** and wont disturb the same.

PROMOTER

CONFIRMING PARTY

ALLOTTEE/S

As there is no provision for two wheeler parking by the authorities the **ALLOTTEE/S** hereby agree/s that the **ALLOTTEE/S** if having a two wheeler will not insist on the same.

4. The **ALLOTTEE/S** have paid on before the 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 agree/s to pay to the **PROMOTER** the balance amount of **Rs _____ /-(Rupees ___ only)** in the following manner.
 - i. Amount of **Rs ____ /-(Rupees _____ only)** not exceeding **20%** of the total consideration) to be paid to the **PROMOTER** after the execution of Agreement.
 - ii. Amount of **Rs _____ /-(Rupees _____ only)** not exceeding **15%** of the total consideration) to be paid to the **PROMOTER** on completion of the plinth of the building in which the said **Apartment** is located.
 - iii. Amount of **Rs._____ /-(Rupees _____ Only)** not exceeding **05 %** of the total consideration) to be paid to the **PROMOTER** on completion upto the **1st** slab including podiums and stilts of the building in which the said **Apartment** is located.
 - iv. Amount of **Rs._____ /-(Rupees ____ Only)** not exceeding **05 %** of the total consideration) to be paid to the **PROMOTER** on completion upto the **2nd** slab of the building in which the said **Apartment** is located.
 - v. Amount of **Rs.____ /-(Rupees _____ Only)** not exceeding **05 %** of the total consideration) to be paid to the **PROMOTER** on completion upto the **3rd** slab of the building in which the said **Apartment** is located.
 - vi. Amount of **Rs._____ /-(Rupees _____ Only)** not exceeding **05 %** of the total consideration) to be paid to the **PROMOTER** on completion upto the **4th** slab of the building in which the said **Apartment** is located.
 - vii. Amount of **Rs._____ /-(Rupees _____ Only)** not exceeding **05 %** of the total consideration) to be paid to the **PROMOTER** on completion upto the **5th** slab of the building in which the said **Apartment** is located.
 - viii. Amount of **Rs._____ /-(Rupees _____ Only)** not exceeding **05 %** of the total consideration) to be paid to the **PROMOTER** on completion upto the **6th** slab of the building in which the said **Apartment** is located.

PROMOTER

CONFIRMING PARTY

ALLOTTEE/S

- ix. Amount of **Rs._____ /-(Rupees _____ Only)** not exceeding **05 %** of the total consideration) to be paid to the **PROMOTER** on completion upto the **7th slab** of the building in which the said **Apartment** is located.
- x. Amount of **Rs._____ /-(Rupees _____ Only)** not exceeding **05 %** of the total consideration) to be paid to the **PROMOTER** on completion upto the **8th slab** of the building in which the said **Apartment** is located.
- xi. Amount of **Rs._____ /-(Rupees _____ Only)** not exceeding **05%** of the total consideration) to be paid to the **PROMOTER** on completion of external plaster, elevation terraces, and internal plaster of the walls upto the floor level of the said **Apartment** of the building in which the said **Apartment** is located.
- xii. Amount of **Rs._____ /-(Rupees _____ Only)** not exceeding **05%** of the total consideration) to be paid to the **PROMOTER** on completion of fixing of internal doors frames in the said building in which the said **Apartment** is located.
- xiii. Amount of **Rs._____ /-(Rupees _____ Only)** not exceeding **03%** of the total consideration) to be paid to the **PROMOTER** on completion of the Plumbing Internal and External, Waterproofing, Tiling, External Colour, Sliding, of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building in which the said **Apartment** is located.
- xiv. Balance amount of **Rs._____ /- (Rupees ___ Only)** against and at the time of handing over of the possession of the **Apartment** to the **ALLOTTEES** on after receipt of occupancy certificate or completion certificate.

MODE OF PAYMENT.

- 5. Subject to the terms of the Agreement and the **PROMOTER** abiding by the construction milestones, the **ALLOTTEE/S** shall make all payments, on demand by the **PROMOTER**, within the stipulated time as mentioned in the payment plan through A/c payee cheque/demand draft or online payment in favour of **M/s Sambhav Abode** payable at Mumbai.

COMPLIANCE OF LAWS RELATING TO REMITTANCES

- 6. 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.

PROMOTER

CONFIRMING PARTY

ALLOTTEE/S

and provide the **PROMOTER** with such permissions, approvals, which would enable the **PROMOTER** to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act 1999 or statutory enactments or amendments thereof and the Rules and regulations of the Reserve bank of India or any other applicable law. The **ALLOTTEE/S** understand and agree/s that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the reserve Bank of India they shall be liable for any action under the Foreign Exchange Management Act.1999 or other laws as applicable, as amended from time to time. The **PROMOTER** accepts no responsibility in this Regard. The **ALLOTTEE/S** shall keep the **PROMOTER** fully indemnified and harmless in this regard.

7. 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 **PROMOTER** immediately and comply with necessary formalities if any under the applicable laws. The **PROMOTER** 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 **Apartment** applied for herein in any way and the **PROMOTER** shall be issuing the payment receipts in favour of the **ALLOTTEE/S** only.
8. The total Price above excludes Taxes (consisting of tax paid or payable by the **PROMOTER** by way of 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 **Apartment**.

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the **ALLOTTEE/S** to the **PROMOTER** shall be increased/ reduced based on such change/modification.

9. The **PROMOTER** shall periodically intimate to the **ALLOTTEE/S**, the amount payable as stated above and the **ALLOTTEE/S** shall make payment within 15 (fifteen) days from the date of such intimation and it shall be incumbent on the **ALLOTTEE/S** to comply with the terms of payment. However the **PROMOTER** will intimate and issue a demand notice to the **ALLOTTEE/S** as and when a particular stage of construction is completed and the **ALLOTTEE/S** will also apply his/her/their ordinary prudence and make efforts to update themselves about the payment schedule **and**

make the payment within FIFTEEN days on receiving the demand notice. In case the installments are delayed the **ALLOTTEE/S** shall pay interest on delayed payment which shall be the **State Bank of India highest marginal cost of lending rate plus two percent** which shall be calculated from the due date of outstanding payment/amount.

10. That in case the **ALLOTTEE/S** avail a loan from the bank it shall be the personal liability and responsibility of the **ALLOTTEE/S** to ensure that the loan is processed and payment released to the **PROMOTER** in time failing which it shall be considered as a case of delayed payment and acted upon by the **PROMOTER** accordingly. In the event of the **ALLOTTEE/S** taking a loan from any bank, financial institution, NBFC, the **PROMOTER** will submit the share certificates directly to the concerned bank, financial institution, NBFC on formation of the co-operative society or limited company or any other legal body without referring the same to the **ALLOTTEE/S** and the **ALLOTTEE/S** hereby agree to the same.
11. That the **ALLOTTEE/S** hereby authorise/s the **PROMOTER** to forfeit the booking amount which shall be deemed to be **10 %** of the total amount in case of non fulfillment of the terms and conditions herein contained and those of the allotment letter, agreement.
12. The Total Price is escalation free, save and except escalations/increase 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/S** 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/S**, which shall only be applicable on subsequent payments.
13. The **ALLOTTEE/S** shall make the payment as per the payment plan mentioned herein above. The **PROMOTER** may allow, in its sole discretion, a rebate for early payments of equal installments payable by the **ALLOTTEE/S** by discounting such early payments @ **NIL %** 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/S** by the **PROMOTER**.

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14. The **PROMOTER** shall in respect of any amount unpaid by the **ALLOTTEE/S** under this Agreement have a first lien and/or charge on the said **Apartment** agreed to be acquired by the **ALLOTTEE/S**.
15. It is agreed that the **PROMOTER** shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment plot or building, as the case may be, without the previous written consent of the **ALLOTTEE/S**. Provided that the **PROMOTER** may make such minor additions or alterations as may be necessary due to Architectural and structural reasons duly recommended and verified by the **Project Architect** and **Structural Engineer** or if directed by the competent authority to do so after proper declaration and intimation to the **ALLOTTEE/S**.
16. The **PROMOTER** shall confirm the final carpet area subject to a variation of **3%** that has been allotted to the **ALLOTTEE/S** 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 the **PROMOTER** shall refund the excess money paid by the **ALLOTTEE/S** 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/S**. If there is any increase in the carpet area allotted to **ALLOTTEE/S**, then **PROMOTER** shall demand additional amount from the **ALLOTTEE/S** as per the next milestone of the payment plan. All these monetary adjustment shall be made at the same rate per square meter as agreed in Clause 2(1) of this Agreement.
17. The **ALLOTTEE/S** authorize the **PROMOTER** to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the **PROMOTER** may in its sole discretion deem fit and the **ALLOTTEE/S** undertake not to object/demand/direct the **PROMOTER** to adjust his/her/their payments in any manner.
18. The **PROMOTER** hereby agrees to observe, perform, and comply with all the terms, conditions, stipulations and 0-prestrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the **Apartment** to the **ALLOTTEE/S**, obtain from the concerned local authority occupancy and/or completion certificates in respect of the **Apartment**.

19. Time is essence for the **PROMOTER** as well as the **ALLOTTEE/S**. The **PROMOTER** shall abide by the time schedule for completing the project and handing over the **Apartment** to the **ALLOTTEE/S** and the common areas to the Society or Association of Allottees' or limited Company after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the **ALLOTTEE/S** shall make timely payments of the installment and other dues payable by them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the **PROMOTER** as provided in clause 4 herein above.
20. The **PROMOTER** hereby declares that the Floor Space Index available as on date in respect of the project land is 1.5 which is applicable to the said project. The **PROMOTER** has disclosed the Floor Space Index of **1.5** as proposed to be utilized by him on the **Project Land** in the said project and **ALLOTTEE/S** have agreed to purchase the said **Apartment** based on the proposed construction and sale of apartments to be carried out by the **PROMOTER** by utilizing the available FSI.
21. If the **PROMOTER** fails to abide by the time schedule for completing the project and handing over the **Apartment** to the **ALLOTTEE/S**, the **PROMOTER** agrees to pay to the **ALLOTTEE/S**, who does not intend to withdraw from the project, interest as specified in the rule, which shall be the **State Bank of India highest marginal cost of lending rate plus two percent** on all the amounts paid by the **ALLOTTEE/S**, for every month of delay, till the handing over of the possession. The **ALLOTTEE/S** agree/s to pay to the **PROMOTER**, interest as specified in the Rule, which shall be the **State Bank of India highest marginal cost of lending rate plus two percent** on all the delayed payment which become due and payable by the **ALLOTTEE/S** to the **PROMOTER** under the terms of this Agreement from the date the said amount is payable by the **ALLOTTEE/S** to the **PROMOTER**.
22. Without prejudice to the right of **PROMOTER** to charge interest in terms of above clause, on the **ALLOTTEE/S** committing default in payment on due date of any amount due and payable by the **ALLOTTEE/S** to the **PROMOTER** under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the **ALLOTTEE/S** committing three defaults of payment of installments, the **PROMOTER** shall at his own option, may terminate this Agreement.
23. Provided that, the **PROMOTER** shall give notice of **fifteen days** in writing to the **ALLOTTEE/S**, by Registered Post AD at the address provided by the **ALLOTTEE/S** and mail at the e-mail address provided by the **ALLOTTEE/S**, of his intention to terminate this Agreement and of the specific breach or

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breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the **ALLOTTEE/S** fail 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.

24. Provided further that upon termination of this Agreement as aforesaid, the **PROMOTER** shall refund to the **ALLOTTEE/S** (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to **PROMOTER**) and also subject to the **ALLOTTEE/S** executing and registering the **Deed Of Cancellation** of the **Agreement for Sale** of the **Apartment** agreed to be purchased; within a period of thirty days of the termination, the installments of sale consideration of the **Apartment** which may till then have been paid by the **ALLOTTEE/S** to the **PROMOTER**.
25. The **ALLOTTEE/S** shall have the right to cancel/withdraw his/her/their allotment in the Project. Provided that where the **ALLOTTEE/S** proposes to cancel/withdraw from the project without any fault of the **PROMOTER**, the **PROMOTER** herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the **ALLOTTEE/S** shall be returned by the **PROMOTER** to the **ALLOTTEE/S** within 45 days of such cancellation.
26. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the **PROMOTER** in the said **Building** and the **Apartment** as are set out in Annexure 'E', annexed hereto.
27. The **PROMOTER** shall give possession of the **Apartment** to the **ALLOTTEE/S** on or before __ day of ____ . If the **PROMOTER** fails or neglects to give possession of the **Apartment** to the **ALLOTTEE/S** on account of reasons beyond his control and of his agents by the aforesaid date due to war, civil commotion, flood, drought, fire, cyclone, earthquake, any notice, order, rule, notification of the Government and/or other public or competent authority/ court, or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If however, the completion of the Project is delayed due to the Force majeure conditions then the **ALLOTTEE/S** agree that the **PROMOTER** shall be entitled to the extension of time for giving delivery of possession of the **Apartment**, provided that such force majeure conditions are not of a nature which make it impossible for the contract to be implemented. The **ALLOTTEE/S** agree and confirm that, in the event it becomes impossible for the **PROMOTER** to implement the project due to Force majeure conditions,

then this allotment shall stand terminated and the **PROMOTER** shall refund to the **ALLOTTEE/S** the entire amount received by the **PROMOTER** from the allotment within 45 days from that date without any interest. After refund of the money paid by the **ALLOTTEE/S**, the **ALLOTTEE/S** agree that he/she/they shall not have any rights, claims etc. against the **PROMOTER** and that the **PROMOTER** shall be released and discharged from all its obligations and liabilities under this Agreement.

27. If the **PROMOTER** fails or neglects to give possession of the **Apartment** to the **ALLOTTEE/S** on account of reasons entirely due to the fault of the **PROMOTER** then the **PROMOTER** shall be liable on demand to refund to the **ALLOTTEE/S** the amounts already received by him in respect of the **Apartment** with interest at the same rate as mentioned in the clause 21 herein above from the date the **PROMOTER** received the sum till the date the amounts and interest thereon is repaid.
28. **Procedure for taking possession:-** The **PROMOTER** upon obtaining the occupancy certificate from the competent authority and the payment made by the **ALLOTTEE/S** as per the Agreement shall offer in writing the possession of the **Apartment**. The **PROMOTER** on its behalf shall offer the possession to the **ALLOTTEE/S** in writing within 7 days of receiving the occupancy certificate of the project to the **ALLOTTEE/S** in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the **PROMOTER** shall give possession of the **Apartment** to the **ALLOTTEE/S**. The **PROMOTER** agrees and undertakes to indemnify the **ALLOTTEE/S** in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the **PROMOTER**. The **ALLOTTEE/S** agree to pay the maintenance charges as determined by the **PROMOTER** or Society or Limited Company or Association of Allottees' as the case may be.
29. The **ALLOTTEE/S** shall take possession of the **Apartment** within 15 days of the written notice from the **PROMOTER** to the **ALLOTTEE/S** intimating that the said **Apartment** is ready for use and occupancy:
30. **Failure of ALLOTTEE/S to take Possession of Apartment:-**
Upon receiving a written intimation from the **PROMOTER** as per clause no 28 the **ALLOTTEE/S** shall take possession of the **Apartment** from the **PROMOTER** by executing necessary indemnities, undertakings and such other documentations as prescribed in this Agreement or asked for by the **PROMOTER**, and the **PROMOTER** shall, give possession of the Apartment to the **ALLOTTEE/S**. In case the **ALLOTTEE/S** fails to take possession within the time provided in clause 29 such **ALLOTTEE/S** shall continue to be liable to pay maintenance charges as applicable.

31. On getting the Occupancy Certificate, the **PROMOTER** shall be at liberty to hand over possession of the **Apartment** to the **ALLOTTEE/S** even though permanent electricity and water connections are not sanctioned by the respective authorities. The **ALLOTTEE/S** shall not be entitled to make any claim/demand on the **PROMOTER** for the delay in getting the permanent electric and water connections. On the **PROMOTER** offering possession of the **Apartment** to the **ALLOTTEE/S**, the **ALLOTTEE/S** shall be liable to bear and pay his/her/their proportionate share in the consumption of electricity and water.

32. The **PROMOTER** shall not be liable for any loss, damage or delay due to M.S.E.D. Co. Ltd. causing delay in sanctioning and supplying electricity or due to the Corporation/Local authority concerned causing delay in giving/supplying permanent water connection or such other service connections necessary for using/occupying the said **Apartment**. The **ALLOTTEE/S** are further made aware that potable water supply is provided by the PMC/CIDCO and other concerned government authorities, and shall be made available to the said Building as and when the supply is received from such authorities. It is clarified that the **PROMOTER** has not represented to the **ALLOTTEE/S** or undertaken to the **ALLOTTEE/S** that such water supply is assured, as the same is subject to availability and supply from the concerned authorities. If at the time of possession potable water is not made available by the concerned authorities the **PROMOTER** will make the arrangement for providing potable water by tanker and the cost that will be incurred will have to be borne by the Allottees'. Further the **PROMOTER** has also informed the **ALLOTTEE/S** that there is no infrastructure relating to the drainage system in place and till the time the drainage system is installed by the concerned authorities the **PROMOTER** will construct a septic tank on the **Project Land** for drainage purposes.

33. If within a period of five years from the date of receiving the Occupancy Certificate irrespective of the date of handing over the **Apartment** to the **ALLOTTEE/S**, the **ALLOTTEE/S** brings to the notice of the **PROMOTER** any structural defect in the **Apartment** or the **Building** in which the **Apartment** are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the **PROMOTER** at his own cost and in case it is not possible to rectify such defects, then the **ALLOTTEE/S** shall be entitled to receive from the **PROMOTER**, compensation for such defect in the manner as provided under the Act. The **ALLOTTEE/S** hereby agree that he/she/they will maintain the **Apartment** in the same condition as was handed over to him/her/them by the **PROMOTER** and shall not make any changes in the **Apartment**. In the event if the **ALLOTTEE/S** make any changes like breaking the internal walls for enlarging the space, or

constructing walls elsewhere in the **Apartment** removing the doors and windows and fixing of a much bigger size door and windows than the original ones, fixing of box type grills, enclosing of terrace areas or balconies or flower bed, replacing the existing flooring, plumbing systems, electrical wiring, sanitary systems and fitting, provided by the **PROMOTER**; fixing false ceiling or carrying out of any work that may cause damage to the columns and beams of the **Apartment** thereby weakening the stability and the structural strength of the building, intentionally or due to negligence, with or without the permission of the competent authority and/or society or Association of Allottees' or Limited Company. Further if the **ALLOTTEE/S** install air-conditioner by making an opening on the external walls of the **Apartment** which may be a source for seepage during the monsoon thereby affecting the **Building** as a whole, using the lift for carrying heavy goods other than what it is meant for; then the **PROMOTER** will not be liable for rectifying any such structural or any defects either of the **Apartment** or of the **Building** that may arise or have been caused due to the above mentioned acts of the **ALLOTTEE/S**.

34. The **ALLOTTEE/S** shall use the **Apartment** or any part thereof or permit the same to be used only for purpose of residence. If the **ALLOTTEE/S** have been allotted a parking space the **ALLOTTEE/S** shall use the parking space only for purpose of keeping or parking vehicle.
35. The **ALLOTTEE/S** along with other Allottees' of Apartments in the **Building** shall join in forming and registering the Society or Association of Allottees' 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 of Allottees' or Limited Company and for becoming a member, including the byelaws of the proposed Society or Limited Company or Association of Allottees' and duly fill in, sign and return to the **PROMOTER** within seven days of the same being forwarded by the **PROMOTER** to the **ALLOTTEE/S**, so as to enable the **PROMOTER** to register the common organisation of Allottees'. No objection shall be taken by the **ALLOTTEE/S** if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

36. 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 Association of Allottees' or Limited Company all the right, title and the interest of the **PROMOTER** in the said structure of the **Building** in which the said **Apartment** is situated.
37. The **PROMOTER** shall, within three months of registration of the Society or Limited Company, or Association of Allottees' all the right, title and the interest of the **PROMOTER** in the **Project Land** on which the **Building** is constructed.
38. Within 15 days after notice in writing is given by the **PROMOTER** to the **ALLOTTEE/S** that the **Apartment** is ready for use and occupancy, the **ALLOTTEE/S** shall be liable to bear and pay the proportionate share (i.e.in proportion to the carpet area of the **Apartment**) of outgoings in respect of the **Project Land** and building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the **Project Land** and building/s. Until the Society or Limited Company or Association of Allottees' is formed and the said structure of the building is transferred to it, the **ALLOTTEE/S** shall pay to the **PROMOTER** such proportionate share of outgoings as may be determined. The **ALLOTTEE/S** further agree that till the **ALLOTTEE/S** share is so determined the **ALLOTTEE/S** shall pay to the **PROMOTER** contribution of Rs.____/- (**Rupees _____ only**) for a period of __ months towards the outgoings before possession is handed over to the **ALLOTTEE/S** by the **PROMOTER**. The amounts so paid by the **ALLOTTEE/S** to the **PROMOTER** shall not carry any interest and shall be utilised towards the outgoings and maintenance of the **Building** and the **Project Land** and the balance amount if any will 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 or Association of Allottees' as aforesaid. On such conveyance/assignment of lease being executed for the structure of the **Building** the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the **PROMOTER** to the Society or the Limited Company, Association of Allottees as the case may be.
39. The **ALLOTTEE/S** shall on or before delivery of possession of the said premises keep deposited with the **PROMOTER**, the following amounts:-

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- (i) Rs 600/- (Rupees Six Hundred Only) for share money, application entrance fee of the Society or Limited Company or Association of Allottees'.
 - (ii) The Amount for formation and registration of the Society or Limited Company/Federation/Apex body has already been included in the flat cost.
 - (iii) The Amount for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/Apex body which will be decided and be effective after the receipt of O.C
 - (iv) The Amount of Rs _____ for deposit towards provisional monthly contribution towards outgoings of Society Limited Company/Federation/Apex body.
 - (v) The Amount for deposit towards water, electric, and other utility and services connection charges have already been included in the flat cost.
40. The **ALLOTTEES** shall pay to the **PROMOTER** a sum of **Rs ____ /-** (**Rupees _____ only**) for meeting all legal expenses, 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 Association of Allottees' and for preparing its rules, regulations and bye laws and the cost of preparing and engrossing the conveyance or assignment of lease.
41. At the time of registration of conveyance or lease of the structure of the **Building**, the **ALLOTTEE/S** shall pay to the **PROMOTER**, the **ALLOTTEE/S'** share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said **Building**. At the time of registration of conveyance or lease of the **Project Land**, the **ALLOTTEE/S** shall pay to the **PROMOTER**, the **ALLOTTEE/S'** share of stamp duty and registration charges payable, by the said Society or Limited Company or Association of Allottees on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said **Project Land** to be executed in favour of the Society or Limited Company or Association of Allottees. It is agreed by the **ALLOTTEE/S** that the **ALLOTTEE/S** alongwith other Allottees' as members of the Society or Limited Company or Association of Allottees' will cooperate with the **PROMOTER** in getting the **Project Land** and the building conveyed to the Society or Limited Company or Association of Allottees'. The **ALLOTTEE/S** also hereby agree that except for the common amenities to be provided as mentioned by the **PROMOTER** in the agreement,

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the **ALLOTTEE/S** as a member of the society or Limited Company or Association of Allottees' along with other Allottees' will not insist for any additional amenities to be provided by the **PROMOTER**.

42. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER.

The **PROMOTER** hereby represents and warrants to the **ALLOTTEE/S** 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** through the **CONFIRMING PARTY** 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) All approvals, licenses and permits issued by the competent authorities with respect to the **Project, Project Land** and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the **Project, Project Land** and said **Building** 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** and common areas;
- (iv) The **OWNERS** as the **CONFIRMING PARTY** confirms that 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/S** created herein, may be prejudicially be affected;
- (v) The **CONFIRMING PARTY** confirms that the **PROMOTER** is not restricted in any manner whatsoever from selling the said **Apartment** to the **ALLOTTEE/S** in the manner contemplated in this Agreement;

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- (vi) On execution of the conveyance deed of the structure to the Society or Limited Company or Association of Allottees' the **PROMOTER** alongwith the **OWNERS** shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Society or Limited Company or Association of the Allottees';
 - (vii) 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 handing over the project to the Society or Limited Company or Association of Allottees'.
 - (viii) 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**.
43. The **ALLOTTEE/S** with intention to bring all persons into whosoever hands the **Apartment** may come, hereby covenants with the **PROMOTER** as follows:-
- (i) To maintain the **Apartment** at the **ALLOTTEE/S**' own cost in good and tenantable repair and condition from the date that of possession of the **Apartment** is taken and shall not do or suffer to be done anything in or to the building in which the **Apartment** is situated which may be against the rules, regulations or bye laws or change/alter or make addition in or to the **Building** in which the **Apartment** is situated and the **Apartment** itself or any part thereof without the consent of the local authorities, if required.
 - (ii) Not to store in the **Apartment** any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the **Building** in which the **Apartment** is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the **Building** in which the **Apartment** is situated and in case any damage is caused to the **Building** in which the **Apartment** is situated or the **Apartment** on account of negligence or default of the **ALLOTTEE/S** in this behalf, the **ALLOTTEE/S** shall be liable for the consequences of the breach.

- (iii) To carry out at his/her/their own cost all internal repairs to the said **Apartment** and maintain the **Apartment** in the same condition, state and order in which it was delivered by the **PROMOTER** to the **ALLOTTEE/S** and shall not do or suffer to be done anything in or to the **Building** in which the **Apartment** is situated or the **Apartment** which may be contrary to the rules and regulations and byelaws of the concerned local authority or other public authority. In the event of the **ALLOTTEE/S** committing any act in contravention of the above provision, the **ALLOTTEE/S** shall be responsible and liable for the consequence thereof to the concerned local authority and/or other public authority.
- (iv) Not to demolish or cause to be demolished the **Apartment** or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the **Apartment** or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the **Apartment** is situated and shall keep the portion, sewers, drains and pipes in the **Apartment** and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the **Building** in which the **Apartment** is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the **Apartment** without the prior written permission of the **PROMOTER** and/or the Society or the Limited Company or Association of Allottees'.
- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the **Project Land** and the **Building** in which the **Apartment** is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said **Apartment** in the compound or any portion of the **Project Land** and the **Building** in which the **Apartment** is situated.
- (vii) Pay to the **PROMOTER** within fifteen days of demand by the **PROMOTER**, their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the **Building** in which the **Apartment** is situated.

- (viii) To bear and pay increase in local taxes, water charges, insurance and such other levies if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the **Apartment** by the **ALLOTTEE/S** for any purposes other than for purpose for which it is sold.
 - (ix) The **ALLOTTEE/S** shall not let, sublet, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the **Apartment** until all the dues payable by the **ALLOTTEE/S** to the **PROMOTER** under this Agreement are fully paid up.
 - (x) The **ALLOTTEE/S** shall observe and perform all the rules and regulations which the Society or the Limited Company or Association of Allottees' may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said **Building** and the Apartments therein and for the observance and performance of the Building Rules, Regulations, and Bye Laws for the time being of the concerned local authority and of Government and other public bodies. The **ALLOTTEE/S** shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Association of Allottees' regarding the occupancy and use of the **Apartment** in the **Building** and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
 - (xi) Till a conveyance of the structure of the **Building** in which **Apartment** is situated is executed in favour of Society/Limited Society/Association of Allottees', the **ALLOTTEE/S** shall permit the **PROMOTER** and his surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said **Building** or any part thereof to view and examine the state and condition thereof.
44. The **PROMOTER** shall maintain a separate account in respect of sums received by the **PROMOTER** from the **ALLOTTEE/S** as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amount only for the purpose for which they have been received.

45. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the **Project Land** and **Building** or any part thereof. The **ALLOTTEE/S** shall have no claim save and except in respect of the **Apartment** hereby agreed to be sold to him/her/them 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 Society or Limited Company or Association of Allottees' as hereinbefore mentioned.
46. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**
After the **PROMOTER** executes this Agreement he shall not mortgage or create a charge on the **Apartment** and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the **ALLOTTEE/S** who has taken or agreed to take such Apartment.
47. **BINDING EFFECT:**
Forwarding this Agreement to the **ALLOTTEE/S** by the **PROMOTER** does not create a binding obligation on the part of the **PROMOTER** or the **ALLOTTEE/S** until, firstly, the **ALLOTTEE/S** sign and deliver 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/S** 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/S** 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/S** for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the **ALLOTTEE/S**, application of the **ALLOTTEE/S** shall be treated as cancelled and all sums deposited by the **ALLOTTEES** in connection therewith including the booking amount shall be returned to the **ALLOTTEE/S** without any interest or compensation whatsoever.
48. **ENTIRE AGREEMENT:**
This Agreement, along with its schedules and annexures' constitutes the entire Agreement between the **Parties** with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any between the **Parties** in regard to the said apartment/plot/building, as the case may be.

PROMOTER

CONFIRMING PARTY

ALLOTTEE/S

49. **RIGHT TO AMEND:**

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

50. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENT ALLOTTEE/S:**

It is clearly understood and so agreed by and between the **Parties** hereto that all the provisions contained herein and the obligations arising hereunder in respect of the **Project** shall equally be applicable to and enforceable against any subsequent **Allottees'** of the **Apartment** in case of a transfer, as the said obligations go along with the **Apartment** for all intents and purposes. If the **ALLOTTEE/S**, before being put in possession of the said Apartment, desire to sell or transfer his/her/their interest in the said Apartment to any person/s, firm, company, the **ALLOTTEE/S** may do so only after obtaining the prior written permission of the Promoter. In the event of the **PROMOTER** agreeing to such transfer of the **ALLOTTEE/S'** interest, right in the **Apartment** to any person/s, firm, company, the **ALLOTTEE/S** shall be liable to and shall pay **5%** of the aggregate consideration to the **PROMOTER** as the **PROMOTER** may in its absolute discretion determine by way of transfer charges, administrative and other costs/charges, expenses pertaining to the same. Provided 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.

51. **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.

52. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**

Wherever in this Agreement it is stipulated that the **ALLOTTEE/S** has to make any payment, in common with other Allottees in the **Project**, the same shall be in proportion to the carpet area of the **Apartment** to the total carpet area of all the Apartments in the Project.

53. **FURTHER ASSURANCES:**

Both **Parties** agree that he/she/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.

54. It is agreed that if one or more of such Apartments are not taken/purchased or occupied by any person other than the **PROMOTER** at the time the **Building** is ready for occupation/part occupations, the **PROMOTER** will be deemed to be the **Owner** thereof until such Apartments are agreed to be sold by the **PROMOTER**. The **PROMOTER** will not be liable to pay the maintenance charges in respect of unsold flats, shops, units and the **ALLOTTEE/S** hereby agree to the same. However if the **PROMOTER** gives the unsold flats, shops, units on lease then the **PROMOTER** shall pay all the proportionate charges as paid by all other apartment Allottees'. Further the **PROMOTER** and the **ALLOTTEE/S** agree that after receipt of Occupation Certificate if any Apartments/Shops are unsold the **PROMOTER** can sell the Apartments/Shops in the said Project to any prospective buyer and such prospective buyers will become the member of the said Body without paying any transfer premium or any other charges to the said Society/Condominium.

55. **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/S**, in Kamothe after the Agreement is duly executed by the **ALLOTTEE/S** 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 Kamothe Navi Mumbai.

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

PROMOTER

CONFIRMING PARTY

ALLOTTEE/S

Name of Allottee:
 Allottees's Address:
 Notified Email Id:_____

Promoter name.
 Promoter Address.
 Notified Email Id._____

It shall be the duty of the **ALLOTTEE/S** 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/S**, as the case may be.

JOINT ALLOTTEES:

58. That in case there are Joint Allottees all communications shall be sent by the **PROMOTER** to the **ALLOTTEES** whose name appears first and at the address given by them which shall for all intents and purposes to consider as properly served on all the **ALLOTTEES**.
59. **Stamp Duty and Registration:** The Charges towards stamp duty and registration of this Agreement shall be borne by the **ALLOTTEE/S**.
60. **Dispute Resolution:** Any dispute between **Parties** shall be settled amicably. In case of any dispute, doubts or differences arising between the parties hereto in respect of any of the terms and conditions of this Agreement or in respect of interpretation of any of the terms or conditions of these presents or in respect of any matter cause or thing whatsoever not contained herein or otherwise provided for the same shall be referred to Arbitration; subject to the provisions of the Indian Arbitration and Reconciliation Act 1996 or any other statutory modification or reenactment thereof for the time being in force and the Parties shall appoint Adv. Manoj Bhujbal as the arbitrator and decisions of the said arbitrator shall be binding upon the parties. In case of failure to settle the dispute amicably, or through Arbitration which shall be referred to the Real Estate Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
61. **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 Mumbai courts will have the jurisdiction for this Agreement.

PROMOTER

CONFIRMING PARTY

ALLOTTEE/S

62. This Agreement shall always be subject to the terms and conditions of the **Agreements 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.

First schedule above referred to

All that piece and parcel of **Project Land** bearing **plot number 132**, totally admeasuring **580 Sq. Mts.**, situated at **Sector No.-R2, node-PUSHPAK (VADGHAR), Navi Mumbai, Tal. Panvel & Dist.-Raigad** or thereabout bounded as follows; i.e. to say:

On or towards the North by :Proposed 15.00 mtr road

On or towards the South by : Plot no 110,111 & 112.

On or towards the East by : Plot no 131.

On or towards the West by : Plot no 133.

SECOND SCHEDULE

Schedule of Flat.

All that **Residential/Commercial premises** bearing **Flat/Shop No. ____** admeasuring about **_____ sq. mtr Carpet Area** on the **_____ Floor** in the building known as **_____** being constructed on **plot no 132, sector R2, PUSHPAK (VADGHAR), Navi Mumbai.**

Third Schedule

Common Amenities

- 1] Compound Wall of 5' ht with painting on both sides.
- 2] Main gate of M.s will be provided.
- 3] Entire compound will be paved with concrete.
- 4] Lift of Johnson/Escon/Global make will be installed.
- 5] The entrance lobby will be provided with 2 x 2 vitrified tiles.

PROMOTER

CONFIRMING PARTY

ALLOTTEE/S

**FOURTH SCHEDULE
AMENITIES**

1] Flooring:

2' X 2' vitrified tiles flooring in entire Flat.

2] Door:

Designer Main Door with elegant fittings.

Laminate flush door for bedroom.

Bakelite doors for all bath & W.C.

3] Kitchen:

Granite Platform with stainless steel sink and ceramic tiles dado above counter upto 7' height.

4] Walls/Paint:

Wall putty or gypsum finished walls with acrylic distemper paint in entire flat.

Acrylic paint on external walls.

5] Windows:

Powder coated aluminum sliding window with marble sill.

6] Electrification:

Sufficient electric points with ISI marked switch in all rooms.

Provision for cable T.V/Telephone connection in living room & master bedroom.

ISI marked concealed copper wiring with MCB/ELCB.

7] Toilets:

Good Quality toilets with marble window sill and door frame.

Tiles dado upto 7' height.

Concealed plumbing.

Quality CP & Sanitary fittings of reputed make.

8] Water:

Underground and overhead water tank with adequate storage capacity.

9] Terrace:

Special water proofing treatment with china chips flooring.

IN WITNESS WHEREOF **Parties** hereinabove named have set their respective hands and signed this Agreement for sale at Kamothe Navi Mumbai in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED
PROMOTER:M/s SAMBHAV ABODE
THROUGH ITS AUTHORISED SIGNATORY

(1)

Please
Affix

(2)

in the presence of WITNESSES.

1.Name _____

Signature _____



2.Name _____

Signature _____

SIGNED AND DELIVERED BY THE WITHIN NAMED
ALLOTTEE/S

(1) _____

in the presence of WITNESSES.

1.Name _____

Signature _____

Please
Affix
photogra
ph and

2.Name _____

Signature _____

SIGNED AND DELIVERED BY THE WITHIN NAMED
CONFIRMING PARTY THROUGH THEIR P.O.A.

(1) _____

in the presence of WITNESSES.

1.Name _____

Signature _____

Please Affix
photograph
and sign
across the

2.Name _____

RECEIPT

Received of and from the within named **ALLOTTEE/S** the sum of **Rs._____ /- (Rupees _____ Only)** being the part payment of the consideration towards the sale of **Flat no-____**, on the _____ **Floor** in the building known as **“DEEP DEVANSH - 4”** being constructed on **plot no 132, sector R2, PUSHPAK (VADGHAR) Navi Mumbai**, Tal. Panvel & Dist.-Raigad. by Cheque no- _____ dtd _____ drawn on _____ Bank, _____ Branch on execution of this Agreement.

I SAY RECEIVED

Rs._____/-(Rupees _____ Only)

For M/s Sambhav Abode.

AUTHORISED SIGNATORY

WITNESS:

- 1.
- 2.