

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made and entered into at Navi Mumbai this ____ day of _____ 2017. BETWEEN **M/s. SAI SHRI HOME MAKERS**, a partnership firm, duly registered under the provisions of the Indian Partnership Act, 1932, having its office at 1, Rajesh Presidency, Sector no. 3, Plot No. 206, Ulwe, Navi Mumbai-410206 (PAN **ACIFS3058E**) hereinafter referred to as “**THE PROMOTER**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its present & future Partner **their** heirs, executors, administrators and assigns) of the **ONE PART**.

AND

(1)_____

(PAN No. _____)

(2)_____

(PAN No. _____)

having Present address at _____, _____,
_____.

having it's e-mail address as: _____

hereinafter referred to as the “**THE ALLOTTEE/S**” (which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include his/her/their respective legal heirs, executors, successors, administrators and permitted assigns) of the **OTHER PART**.

WHEREAS the City and Industrial Development Corporation of Maharashtra Ltd., (hereinafter called as “**the Lessor**”) is the New Town Development Authority declared for the areas designed as a site for the new towns of New Bombay by the Government of Maharashtra in exercise of its powers under sub-Section (i) and (3-a) of Section 113 of the Maharashtra Regional Town Planning Act of 1966 (Mah. XXXVII of 1966) hereinafter referred to as the said act.

AND WHEREAS, the State Government in pursuance of Section 113(1) of the said Act acquired the land described therein and vested such lands in the said corporation for Development and disposal.

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, by an Agreement to Lease, dated.21/11/2007 made and entered into between the City & Industrial Development Corporation of Maharashtra Limited, therein called and referred to as the Corporation, of the One Part, (hereinafter referred to as “**the Lessor**”) and **Shri. Damodar Janu Patil** residing at Village – Ulwe, Taluka – Panvel, District- Raigad, therein & herein called and

referred to as “the Original Licensee” of the Other Part, the said Corporation agreed, to grant a lease of all that piece or parcel of Plot of land bearing Plot No.206, area admeasuring 2299.98 Sq. Mtrs., situate, lying & being at Sector-3, Node-Ulwe, Tal-Panvel, District- Raigad, under 12.5% Scheme, vide File No.926, hereinafter referred to as **“the Project Land”**, for consideration of lease premium of Rs. 29900/- and upon the terms and conditions contained in the said Agreement to Lease for the period of 60 years. The said Agreement to Lease is duly stamped & lodged for registration in the office of Sub Registrar of Assurances at Panvel; vide its **Registration Receipt No. 11420 and Document Serial No. PANVEL-3-11285-2007 dated 22.11.2007**.and the Corporation delivered the possession of the said plot to the Original Licensee in pursuance of the Said “Agreement To Lease”.

AND WHEREAS,the Original Licensee’s, by his application requested to the Corporation to grant him the permission to transfer & assign his lease hold right, interest in or benefits in respect of said Plot of land in favour of said **M/S. BRIGHT SHELTERS PRIVATE LIMITED a Company Through its Directors 1) Mr. Shantaram Kisan Ghule and 2) Mr. Sanjay Gunaji Dakway** & accordingly on payment of transfer charges the said Corporation granted its permission to transfer said Plot of land in favour of **M/S. BRIGHT SHELTERS PRIVATE LIMITED** a Pvt. Ltd. Firm.

AND WHEREAS,by and under the Tripartite Agreement, dated. **12.06.2008** executed by and between City & Industrial Development Corporation of Maharashtra Limited, therein called and referred to as the Corporation, of the First Part, and **Shri. Damodar Janu Patil** residing at Village – Ulwe, Taluka – Panvel, District- Raigad, being the “Original Licensee” of the Second Part and **M/S. BRIGHT SHELTERS PRIVATE LIMITED a Company Through its Directors 1) Mr. Shantaram Kisan Ghule and 2) Mr. Sanjay Gunaji Dakway** therein called & referred to as the “New Licensee” of the Third Part, the Original Licensee declared and confirmed having relinquished and released his rights, title, benefits, interests, claims or demands whatsoever in respect of all that piece or parcel of Plot of land as Plot No.206, area admeasuring 2299.98 Sq. Mtrs., situate, lying & being at Sector – 3, Node – Ulwe, Tal – Panvel, District – Raigad, under the said Agreement to Lease. The said Tripartite Agreement is duly stamped & the same was lodge for registration in the office of Sub Registrar of Assurances at Panvel vide its **Registration Receipt No. 4928 Document Serial No. URAN-04659-2008 dated 16.06.2008**.

AND WHEREAS,In pursuance whereof, the CIDCO Ltd., agreed to substitute the Original Licensee and grant lease to the New Licensee and also confirmed the execution of the Tripartite Agreement in favour of **M/S. BRIGHT SHELTERS PRIVATE LIMITED** a Pvt. Ltd. Firm, & eventually transferred the rights of the Original Licensee in respect of the said Plot of land, in his favour by issuing a letter (Final Order) under its REF. NO. CIDCO/VASAHAT/SATYO/ULWE/926/2008 dtd.16th JUNE 2008.

AND WHEREAS, the New Licensee's, i.e. **M/S. BRIGHT SHELTERS PRIVATE LIMITED** a Pvt. Ltd. Firm by their application requested to the Corporation to grant them the permission to transfer & assign their lease hold right, interest in or benefits in respect of said Plot of land in favour of **M/S. SAI SHRI HOME MAKERS** a Partnership Firm & accordingly on payment of transfer charges the said Corporation, by its letter granted its permission to transfer said Plot of land in favour of **M/S. SAI SHRI HOME MAKERS** a Partnership Firm.

AND WHEREAS, by and under the Tripartite Agreement, dated.10/03/2010 executed by and between City & Industrial Development Corporation of Maharashtra Limited, therein called and referred to as "the Corporation" of the First Part, and **M/S. BRIGHT SHELTERS PRIVATE LIMITED** a Pvt. Ltd. Firm being the "New Licensees" of the Second Part and **M/S. SAI SHRI HOME MAKERS** a Partnership Firm under Indian Partnership Act, 1932 through its Partner **1) Mr. Rajesh N. Lakhani 2) Mr. Nahchaldas T. Lakhani 3) Mr. Shantaram Kisan Ghule and 4) Mr. Sanjay Gunaji Dakway** therein called & referred to as the "Subsequent New Licensees" of the Third Part, the New Licensees declared and confirmed having relinquished and released their rights, title, benefits, interests, claims or demands whatsoever in respect of the said Plot of land under the said Agreement to Lease as well Tripartite Agreement dated.12/06/2008. The said Tripartite Agreement is duly stamped & the same was lodge for registration in the office of Sub Registrar of Assurances at Panvel vides its **Registration Receipt No. 2478 Document Serial No. URAN-02358-2010 dated 10.03.2010.**

AND WHEREAS In pursuance whereof, the CIDCO Ltd., agreed to substitute the subsequent New Licensees and grant lease to the subsequent New Licensees and also confirmed the execution of the Tripartite Agreement in favour of **M/S. SAI SHRI HOME MAKERS** a Partnership Firm & eventually transferred the rights of the New Licensee in respect of the said Plot of Land, in favour of them by issuing a letter (Final Order) under its REF. NO. **CIDCO/EMS/ 12.5%SCHEME/ ULWE/ 926/2010/5518 dated 12.03.2010.**

AND WHEREAS, Adv C. Fernandes, Advocate, High Court, Mumbai having its address at E-8/0:4, Opp Apna Bazar, Sector 1, Vashi, Navi Mumbai –400703, have issued the **Title Certificate** to The Promoter. The Allottees have become fully satisfied about the title of The Promoter to the said property and the Allottees shall not be entitled to the further investigation of the title of The Promoter or to raise any requisition or to raise any objection with regards to any other matter relating thereto., **(copy enclosed as Annexure – 2-I).**

AND WHEREAS, in the premise and by virtue of the said Tripartite Agreement dated 10/03/2010, **M/S. SAI SHRI HOME MAKERS**, the New Licensee therein and **The Promoter** herein are seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of the said property referred to as "**the Project Land**" as per the Layout **(copy enclosed as Annexure – 3-A)** in on lease basis for the period of 60 years, more particularly described in the first schedule hereunder

written.

AND WHEREAS The Promoter have approached Architect Mr. RAJESH R.C. Architects, registered with the Council of Architects having its address 1-13, Mahavir Centre, 1st Floor, Sector No.17, Vashi, Navi Mumbai and submitted the building plans through him to The Associate Planner (BP) Navi Mumbai & Khopta. The Town Planning Dept.of CIDCO of Maharashtra Ltd..

AND WHEREAS The Promoter have appointed a Structural Engineer M/s. CSE Consultants for the preparation of the structural design and drawing of the buildings and The Promoter accepts the professional supervisions of the Architect and the Structural Engineer till the completion of the building/buildings.

AND WHEREAS the Promoter shall develop the said Property according to the plans and specifications as laid down by the said Architect and the said Structural Engineer.

AND WHEREAS the Corporation, by its letter under **Ref.No.CIDCO/BP-8279//ATPO/(NM&K)/2012/910** dated 10.10.2012 has granted its permission for development & approved Plans in respect of said Plot of land & also issued Commencement Certificate under the said letter, as required under Section 45 of the Maharashtra Regional & Town Planning Act, 1966, in the name of **M/S. SAI SHRI HOME MAKERS** to construct building thereon for residential purpose as per the terms & conditions of the said Commencement Certificate and thereby approved and sanctioned the Plans in respect of the proposed building having (Stilt + 13 Upper Floor), consisting of 56 Residential Units & 16 Commercial in Residential Cum Commercial building as per the terms and conditions & stipulations which are to be observed and performed by the Promoter-Builders and upon the observance and performance whereof the completion and / or Occupancy Certificate will be granted by the CIDCO.

AND WHEREAS the Builders and Developers with the intent to develop the said property by constructing building/s thereto have got the plans sanctioned from CIDCO Ltd. and the Development Permission and **Commencement Certificate** vide letter No. **CIDCO/BP-8279//ATPO/(NM&K)/2012/910** dated 10-10-2012 in respect of the said property have been issued by CIDCO Ltd., **(copy enclosed as Annexure – 3-B)**.

AND WHEREAS The Promoter herein have as per their mutual understanding decided to share the units/flats /shops of building in the agreed sharing units, more particularly as per list of sharing of units/flats/shops enclosed herewith and accordingly sale consideration will be accepted in their individual account and for the same other Co-Licensee/Promoters shall have free consent further Promoters herein will not have any objection, shall have free consent to Financial Institution for the release of loan amount borrowed by the prospective purchasers in favour of concerned Promoters of whose shares the units/flats/shops agreed to be purchased alone have the sole and exclusive right to sell

the Flats in the said building/s as per the **Floor Plan** to be constructed by The Builders and Developers on the said property and to enter into Agreement/s with the Allottee/s and to receive the sale price in respect thereof., **(copy enclosed as Annexure – 3-C).**

AND WHEREAS The building is being constructed with Society office, Gym/Indoor Games on 2nd floor, Units/ Shops/ flats on the Stilt +13 upper floors of the Plot shall be known as “RAJESH PRESIDENCY”.,

The developers shall hand over the gym and society office free of cost to the Society. This area shall not at any point of time be encroached upon by the society, failing which CIDCO is liable to take action against the society. The clause shall be binding on the entire society and its members.

AND WHEREAS, along with the approval of the Building and floor plans, the nature and quality of the construction and fittings, fixtures, features and amenities to be provided in the flat/shop as per the general specifications are being stated and has been agreed to provide the amenities to the Allottee., as set out in **the Second Schedule** appearing hereinafter.

AND WHEREAS the Promoter has applied for Registration of the Project, under the provisions of the Real Estate (Regulations and Redevelopment) Act, 2016 herein after referred to as “the said RERA Act” at **(the registration number is awaited)** Mumbai under no. _____.**(copy enclosed as Annexure – 4).**

AND WHEREAS the allottee demanded from The Promoter and 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 Developer’s Architect and the Structural Engineer and of such other documents as are specified under the RERA Act and the rules and regulations made there under.

AND WHEREAS while sanctioning the said plan, 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 said property and the said building/s and upon the due observation and performance of which only the completion and occupation certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Allottee has also taken inspection of all the documents, plans, designs and specifications sanctioned by the Competent Authority and other Authorities and the copies of the plans and specifications of the premises agreed to be purchased by the Allottee as approved by the concerned local authority have been inspected by the Allottee as regards to its shape, size and location.

AND WHEREAS, the Allottee, after verification as aforesaid, has approached the Promoter for allotment of the premises called Flat / Shop no. _____ on _____ floor in the **Rajesh Presidency** Building being constructed on the said Project Land.

AND WHEREAS, the carpet area of the said premises is _____ square meters, the “**carpet area**” means the net usable floor area of the premises which is **including the area** covered by the internal partition walls of the Unit but which is **excluding the area** covered by the external walls, area under service shafts, cup boards, enclosed/ projected balcony, flower bed, verandah area appurtenant to the said premises for exclusive use of the Allottee (hereinafter known as “**the other area**”) and exclusive open terrace area appurtenant to the said premises for exclusive use of the Allottee (hereinafter known as “**the terrace area**”), , hereinafter known as “**the area defined as per RERA**”.

AND WHEREAS, under section 13 of the said RERA Act the Promoter is required to execute a written Agreement for sale of said Premises with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter has agreed to sell to the Allottee and the Allottee has agreed to purchase from The Promoter, a residential flat / commercial shop bearing No. _____ on the _____ floor, of an area admeasuring _____ square meters **RERA defined carpet & _____ square meters of other area & _____ of Terrace area**, in the building known as “**RAJESH PRESIDENCY**” on the said property hereinafter referred to as “**the said premises**” at the price and upon the terms and conditions hereinafter contained.

AND WHEREAS, 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 Said Premises 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.

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

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

1. The Promoter shall construct the said RAJESH PRESIDENCY building consisting of **zero** basement, 1 ground/ stilt, **2** podiums, and **14** upper floors (including 2 podium) on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time which have been seen and approved by the Allottee. The Promoter may in their absolute discretion from time to time make variations, amend and/or alter the plans, designs, and specifications in respect of the said building 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 Unit of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

2. (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Flat no. _____ of on the _____ floor in the building known as **“RAJESH PRESIDENCY”** (hereinafter referred to as the **said premises**) of floor carpet area admeasuring _____ sq. meters **“the area defined as per RERA”**, as shown in the Floor plan thereof hereto annexed and marked **Annexure – 3-D** hatched in Blue for the composite lumpsum consideration of Rs. _____ (Rupees _____) being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities.

2. (ii) Allottee/Purchasers has/have vide request letter dated _____, requested for reservation of one car parking (the **“car parking”**) to be used to park its motor vehicle. Accordingly, Promoter hereby reserves one car parking for exclusive use of Allottee. The car parking is subject to final building plan approved by the corporation at the time of grant of occupancy certificate and exact parking shall be allotted at the time of possession on the basis of final plan.
parking spaces bearing no. _____ situated at _____ Basement and/or stilt and /or _____ podium being constructed in the layout.

2. (iii) In addition to what is stated in 2(i), without any further consideration, allottee is entitled to the ancillary areas under service shafts, cup boards, enclosed/ projected balcony, flower bed, verandah area appurtenant to the said premises for exclusive use of the Allottee, an aggregate _____ **square meters of other area and** open terrace area appurtenant to the said premises for exclusive use of the Allottee, an aggregate _____ **square meters of terrace area** of the premises hereto annexed and marked Annexure – 3-D hatched in yellow as other area and red as terrace area.

2. (iv) The aggregate of carpet area of the said premises along with other area and terrace area which is “gross usable area” is totaling to _____ Square meters The total aggregate consideration amount for the said Premises is Rs. _____ /-

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

		%age of
Sr. No.	Payment Stage	Amount
1	On Booking / Allotment Letter.	10%
2	Commencement of Plinth	10%
3	Commencement of 1 st Slab	10%
4	Commencement of 2 nd Slab	10%
5	Commencement of 3 rd Slab	6%
6	Commencement of 4 th Slab	4%
7	Commencement of 5 th Slab	4%
8	Commencement of 6 th Slab	4%
9	Commencement of 7 th Slab	4%
10	Commencement of 8 th Slab	4%
11	Commencement of 9 th Slab	4%
12	Commencement of 10 th Slab	4%
13	Commencement of 11 th Slab	4%
14	Commencement of 12 th Slab	4%
15	Commencement of 13 th Slab	4%
16	Commencement of Brick Work	4%
17	Commencement of External Plaster	4%
18	Commencement of floor tiling/ plumbing	4%
19	On possession being offered.	2%
Total:-		100%

The Allottees shall pay the amounts as aforesaid on the due date without fail and without any delay or default or demur as time in respect of the said payments is the essence of the Agreement. Allottee shall deduct tax at source on the payment made at the prevalent rate, if applicable and furnish a TDS certificate to Promoter within seven (07) days of such deduction is made. Provided that the receipt for the payment made shall be issued by Promoter only after the bank instrument is cleared and the funds mentioned therein reaches the stated bank account of the Promoter or in the account as Promoter subsequently intimated to the Allottee and the TDS certificate is received by Promoter from Allottee.

2. (vi) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, /GST. and Cess or any other similartaxes 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 said Premises.

2. (vii) Allottee hereby agrees to pay the escalation on said consideration on following grounds:

- (a) Any increase on account of development charges payable to the competent authority.
- (b) Any other increase in charges which may be levied or imposed by the competent authority from time to time.
- (c) Additional cost/charges imposed by the competent authorities,
- (d) The Promoter may charge the Allottee separately for any upgradation/ changes specifically requested by the Allottee in fittings, fixtures and specifications and any other facility.
- (e) Additional taxes levied by the Government.

2. (viii) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ 6.00% per annum for the period by which the respective installment has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

2. (ix) 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 2 (i) of this Agreement.

2. (x) 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.

2. (xi) The Allottees indemnify and keep indemnified the Promoter against any payment to be made to the concerned department on account of GST whether in present or in future.

3. 3. (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 Said Premises to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Said Premises.

3. (ii) 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 said Premises to the Allottee and the common areas to the association of the allottee/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 2 (v) herein above. ("Payment Plan").

4. DEFAULT BY ALLOTTEE:

4. (i) Following shall be deemed to be default on the part of Allottee:

- a. Default in making timely payment of sums due as mentioned in this agreement;
- b. Creating nuisance on the site resulting in danger/damage to the said project/land, threat to life;
- c. Delay in accepting the possession of the unit within a period of two (02) months on intimation to take possession by Promoter;
- d. Refusing delay to take membership of society formed for the said project;
- e. Breach of any terms and conditions of this agreement.
- f. Breach of any law or provisions thereto.
- g. Obtain forceful occupancy/ possession of said unit before receipt of occupation certificate by competent authority.

4. (ii) The Allottee shall not be in default if he removes/remedies such breach within fifteen (15) days of receipt of notice from the Promoter to the Allottee as per clause 9.2.

4. (iii) If the Promoter fails to abide by the time schedule for completing the project and handing over the Premises 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 to the Promoter.

4. (iv) 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 (without any interest thereon) of the Said Premises which may till then have been paid by the Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the said Premises as are set out in [SecondSchedule](#) annexed hereto.

6. The Promoter shall give possession of the Said Premises to the Allottee on or before 31st day of December 2019. If the Promoter fails or neglects to give possession of the Said Premises 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 Said Premises 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 Said Premises on the aforesaid date, if the completion of building in which the Said Premises is to be situated is delayed on account of -

- (i) war, terrorism, civil commotion or act of God ;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- (iii) Nonpayment of the amounts by the Allottees on due dates and as per schedule of payment.
- (iv) Non-availability of water connection, Electricity connection from CIDCO/MSEB.
- (v) Circumstances beyond the control of the promoters.

7. 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 said Premises to the Allottee in terms of this Agreement and the Promoter shall give possession of the said Premises to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

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

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

7.4 If within a period of five years from the date of handing over the Said Premises to the Allottee or the Promoter offering in writing the possession of the said Premises to the Allottee whichever is earlier, the Allottee brings to the notice of the Promoter any structural defect in the Said Premises or the building in which the Said Premises are situated or any defects on account of workmanship, quality or provision of service save and except what is stated in clause 14 appearing hereinafter, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. This warranty is applicable only if after occupying the said Premises the allottee shall maintain the said Premises in the same condition as it was handed over to him by the promoter. In case he makes any changes like shifting of the walls, doors, windows and their grills, bedrooms, kitchen, bathrooms, enclosing balconies, flower bed, extending rooms, changing flooring, plumbing systems, electrical wiring, sanitary systems and fitting, fixing falls ceiling or doing any work affecting and damaging the columns and / or beams of the building, or damaging the stability of the structure of the building, intentionally or due to negligence, with or without the permission of the competent authority and / or society or association / company. Further, in the following cases where the allottee (i) installs air-conditioners or antenna on the external walls haphazardly which may destabilize the structure (ii) allottee and/or its tenants load heavy luggage in the lift, (iii) damage any portion of the neighbour's Said Premises, or common area

by drilling or hammering etc. and (iv) does not follow the conditions mentioned in the maintenance manual, the aforesaid warranty given by the promoters shall not be invocable.

8. The Allottee shall use the Said Premises or any part thereof or permit the same to be used only for purpose of *residence/shop for carrying on any industry or business.(*strike of which is not applicable) He shall use the garage or parking space if allotted only for purpose of keeping or parking vehicle. It is expressly agreed by and between the parties hereto that notwithstanding anything herein contained, the purchaser shall not use the said Premises for vehicle repair garage, beer bar, floor mill, and chicken mutton shop without the written prior consent from the promoter.

9. 9.1 The Allottee along with other Allottees of Said Premises in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.2 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Said Premises is situated., subject to the Occupation Certificate / Completion Certificate is received from the Competent Authority.

9.3 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or building are constructed.

9.4 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Said Premises 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 Said Premises) 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., as appearing in the **Third Schedule** hereinafter. 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 Allottee, before taking possession of the premises or before assigning his/her/their rights under this agreement to the third party whichever is earlier, and/or on demand **deposit** with The Builders and Developers an amount of Rs. _____/-(Rupees _____ only)., equivalent to 18 months of provisional monthly contribution. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-

- (i) Rs. _____ for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
- (ii) Rs. _____ for formation and registration of the Society or Limited Company/Federation/ Apex body.
- (iii) Rs. _____ for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body.
- (iv) Rs. _____ for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body., as mentioned in clause 9.4 above.
- (v) Rs. _____ for Deposit towards Water, Electric, and other utility and services connection charges.
- (vi) Rs. _____ for deposits of electrical receiving and Sub Station provided in Layout.

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

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

13. Solid Waste Management:

The Allottee shall observe scrupulously the following conditions in order to ensure the directives and recommendations of the Honorable Supreme Court regarding solid waste management.

a. The Allottee shall keep two streams of waste, one for food waste and bio- degradable waste and another for recyclable waste such as papers, plastic, metal, Glass, tags, etc.

b. The Allottee shall ensure that no domestic /institutional waste shall be thrown on the streets, footpaths, open spaces, drains or water bodies.

c. The Allottees Shall make separate agreement for disposal of toxic or hazardous household waste such as used batteries ,containers for chemicals and pesticides, discarded medicines and other toxic or hazardous household waste.

d. The Allottee shall ensure proper segregation and storage of household waste in two separate bins containers for storage of food waste, bio-degradable waste and recyclable waste.

e. The Allottee shall abide by the instructions as may be issued from time to time by the Promoter till the formation & registration of a Co-op Housing Society and upon formation and registration of such Co-op Housing Society then by such Co-op Housing Society in relation to disposal of solid waste management in the light of the directives issued by the Honorable Supreme Court.

14. The Promoter declares and the Allottee is made aware that in the construction industry in general, the Hydrolysis process of cement continues for a longer period of two years and the strength of Cement increases over a period of time. The process is exothermic in nature and hence during Hydrolysis process omission of heat shows up in the form of air cracks wherever cement is used in general. The construction is carried out though at normal speed, the given time required for settlement of Block/Brickwork due to self load is insufficient and plastering work is carried out before that period and thereafter the RCC Beam/column joints with brickwork get exposed to this natural Hydrolysis process and sometimes are seen as air cracks. The normal period required after brickwork is minimum of twelve months which is impractical in our era of construction industry. Seeing financial expenses incurred to the Allottees by booking during under constructions, speedy construction gets the first priority. The red bricks manufactured by earthen clay along with cement also undergo expansion and contraction in different seasons of the year initially for one year after of the completion of work. This also leads to minor cracks in the portion of the wall. The Final solutions for all types of cracks occurred is to do painting and crack filling jobs after two years of possession. The solutions are to be carried out at the cost and expenses of the Allottees. After due diligence and proper understanding by the Allottee regarding the facts narrated in this clause, the Promoter and Allottee have agreed to the conclusion that this particular happening shall not be considered as any defects on account of workmanship.

15. It has been specifically agreed by the Allottee/s that he/she is fully aware of the fact that the wall tiles and floor tiles installed in the flat and in the building will have shade or tone variation because vitrified is processed at extremely high temperature in oven or kiln by the manufacturing industries as such the Allottee/s will not take any objection for the same.

16. The Allottees of shops shall be treated on the same basis as the Allottees of the flats and shall have the same rights and be subject to the same liabilities in all respects, including dues and maintenance of the Building as stipulated hereto except for the designated maintenance, municipal taxes, water charges and other Government levies which shall be payable by every Allottees of the Shops on the basis of the area of his/her/their respective premises in the said Building and/or as per separate assessment made in respect of each premises either by The Builders and Developers or the Society.

17. 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 has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said said Premises which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said said Premises to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed / assignment of lease of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities, till the possession of the said Premises is handed over./ Occupancy Certificate whichever is earlier.

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

18. The Allottee or himself/themselves with intention to bring all persons into whosoever hands the Said Premises may come, hereby covenants with the Promoter as follows :-

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

ii. Not to store in the Said Premises 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 Said Premises 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 Said Premises is situated, including entrances of the building in which the Said Premises is situated and in case any damage is caused to the building in which the Said Premises is situated or the Said Premises 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 Premises including what is stated in clause 14 above, and maintain the said Premises 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 Said Premises is situated or the said Premises 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 Said Premises 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 Said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Said Premises is situated and shall keep the portion, sewers, drains and pipes in the Said Premises 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 Said Premises 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 Said Premises 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 Said Premises 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 Premises in the compound or any portion of the project land and the building in which the Said Premises is situated.

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of various charges and / or 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 Said Premises 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 Said Premises 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 Said Premises 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 Said Premises 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 Said Premises 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 Said Premises 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

building or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the building and / or the project land in which the said Premises is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

19. 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.

20. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or of the said Building or any part thereof. The Allottee shall have no claim save and except in respect of the Said Premises hereby agreed to be sold to him and all open spaces, open 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 herein before mentioned. In the event of the society being formed and registered before the sale and disposal by The Promoter of all the flat/ premises etc. in the said building the power and authority of the society so formed or of the Purchasers and other purchases of flat in the said building shall be subject to the overall control of the Promoter in respect of any of matters covering the said building the construction and completion thereof and all amenities, appurtenance to the same and in particularly. The Promoter shall have absolute authority and control as regards the unsold flat and /or shops of which the Agreement are cancelled at any stage for some reason or other and The Promoter have the absolute authority regarding the disposal thereof.

21. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Premises 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 the said Premises.

22. 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 NMMC/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 Premises to the total area of all the premises being constructed as a part of the Proposed Building on the said Property.

23. The Allottee is/are further made aware that potable water supply is provided by the CODCO / NMMC and other concerned government authorities, and shall be made available to the said Proposed Building as per the supply received from such authorities. It is clarified that the Promoter has not represented to the Allottee or undertaken to the Allottee that such water supply is assured, as the same is subject to availability and supply from the concerned authorities.

24. 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 Said Premises lying vacant, & unsold Said Premises 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 said Premises on lease he shall pay all the proportionate charges as paid by all other said Premises allottees.

25. Further the Promoter and the Allottee agree that the Promoter can sell the premises 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.

26. The Allottee is/are aware that only on the basis of and relying on the representations, assurances, declarations, covenants and warranties made by him/her/them herein, the Promoter has/have agreed to and is/are executing this Agreement and Allottee hereby agree/s to indemnify and keep indemnified the Promoter absolutely and forever from and against all and any damage or loss that may be caused to the Promoter including interalia 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, by virtue of any of the aforesaid representations, assurances, declarations, covenants and warranties made by the Allottee being untrue and/or as a result of the Promoter entering in to this Agreement and/or any other present/future writings with the Allottee and/or arising there from.

27. If the Allottee, before being put in possession of the said Premises, desire/s to sell or transfer his/her/their interest in the said Premises or wishes to transfer or give the benefit of this Agreement to other person/s, the same shall be done only after the Allottee obtain/s the prior written permission of the Promoter on their behalf. In the event of the Promoter granting such consent, the

Allottee shall be liable to and shall pay 5% of the aggregate consideration to the Promoter or such sums as the Promoter 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 shall always be bound and liable by the terms, conditions and covenants hereof and on the part of the Allottee 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 shall obtain “No Objection Certificate” and “No Dues Certificate” from Promoter to transfer the right, title and interest in respect of the said unit to third party during course of construction of said project or before possession of said unit to Allottee whichever is later. Without obtaining the said certificates any document executed by Allottees in the name of third party shall be treated as ‘void-ab-initio’

28. All obligations of the Allottee and covenants made by the Allottee herein shall be deemed to be obligations and/or covenants, as the case may be, running with immoveable property and the observance, performance and compliance with such obligations and/or covenants shall be the responsibility of all persons into whose hands the said Premises may come.

29. Notwithstanding anything contained herein, the Promoter shall, in respect of any amount remaining unpaid by Allottee under the terms of this Agreement, have a first lien and charge on the said Premises agreed to be purchased by the Allottee hereunder.

30. Any delay or indulgence shown by the Promoter in enforcing the terms of agreement or any forbearance or giving of time to the Allottee shall not be constructed as a waiver on the part of the Promoter or any breach or non compliance of any of the terms and conditions of this Agreement by the Allottee nor shall the same in any manner prejudice any rights of the Promoter hereunder or in law.

31. 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 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.

32. 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 said Premises/plot/building, as the case may be.

33. RIGHT TO AMEND: This Agreement may only be amended through written consent of the Parties.

34. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE /

SUBSEQUENT ALLOTTEES: It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the said Premises, in case of a transfer, as the said obligations go along with the said Premises for all intents and purposes.

35. SEVERABILITY: If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under 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.

36. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT: Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee in Project, the same shall be in proportion to the RERA defined carpet area of the said Premises to the total RERA defined carpet area of all the Premises in the Project.

37. 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.

38. 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 Navi Mumbai.

39. The Allottee and Promoter or his authorized signatory or power of attorney 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 allottee and Promoter or his authorized signatory or power of attorney will attend such office and admit execution thereof.

40. 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, or through email as mentioned in the clause herein.

41. Name of Allottee: _____

(Allottee's Address) _____

(Email of the Allottee) _____

M/s Promoter name: SAI SHRI HOME MAKERS

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(Promoter Address) : 1, RAJESH PRESIDENCY, Plot-206, Sector-3, Ulwe,
Navi Mumbai- 410206.

(Email of the Promoter): rajesh.lakhani@gmail.com

42. 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:- Any 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 settle the dispute amicably, which shall be referred to Arbitrator as per provision of Arbitration and Conciliation Act, 1996, all the disputes and differences arising between the Promoter and allottees hereto, including any disputes and differences in regard to the interpretation of any provisional or term or the meaning thereof, or in regard to any claim of the allottees against the Promoter or in regards to the rights and obligation of the Promoter and/or the Allottee/s here under the agreement or otherwise, howsoever shall be referred to common arbitrator as mutually decided by both, the Promoter and the allottee. In case of failure to settle the dispute by arbitration, which shall be referred to the RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

46. The Promoter and the Allottees may sign and execute the supplementary agreement to confirm and ratify certain provisions herein. The said Supplementary Agreement as well as the documents referred to at the outset like the Agreement to Lease, and/or Lease Deed, Tripartite Agreement, Allotment Letter of CIDCO, Deed of Lease to be executed as herein provided, Commencement Certificate, Occupation Certificate and all other documents, papers etc. shall form part and parcel of this Agreement and shall be so read and construed as if the same have been incorporated herein and the Allottees shall abide by, observe and perform the covenants, conditions contained in the said aforesaid referred documents.

47. 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 Navi Mumbai courts only will have the jurisdiction for this Agreement

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

FIRST SCHEDULE HEREINABOVE REFERRED TO:

SCHEDULE OF PROPERTY

=====

All that piece or parcel of Plot of land known as Plot No.206, area admeasuring about 2299.98 Sq.Mtrs., under Gaothan Expansion Scheme, (presently under 12.5 %Scheme) lying and being at Sector-3, Node-Ulwe, Taluka-Panvel, District-Raigad, Navi Mumbai, in the registration Sub-District and DistrictRaigad, and the same is bounded as follows:

- Towards the North By : 15 Mtrs Wide Road
- Towards the South By : Plot No.207
- Towards the East By : Plot No.205 & 204
- Towards the West By : 30 Mtrs Wide Road

Flat/Shop bearing No. _____ on _____ Floor, having Carpet area adm. _____ sq.mtr. excluding the area of Balcony adm. _____ sq. mtr. & Terrace adm. _____ sq. mtr. and in building known as “RAJESH PRESIDENCY”, situated at Plot bearing No. 206, Sector-3, Ulwe, Navi Mumbai, Tal. Uran, Dist. Raigad.

THE SCHEDULE OF COMMON AREA

1. Staircase
2. Lobby/Passage
3. Electric Room, Pump Room, Society Office, Club House
5. Top Floor Terrace of Building

SECOND SCHEDULE HEREINABOVE REFERRED TO:

FLOORING:

2' X 2' Vitrified tile flooring in Living, Bedroom & Kitchen.

KITCHEN:

Granite Kitchen platform with S. S. Sink and Ceramic tiles dado.

BATH/WC:

Concealed plumbing with good quality sanitary fittings.

Reputed plumbing fittings.

Glazed tiles dado up to lintel level.

Ceramic tile flooring in Bath & WC.

Good quality aluminium louvers in Bath & WC.

DOOR:

Main door with decorative laminate finish and Internal flush doors.

Marble Frame for all the doors of Bath & WC.

Wooden door frames for other Rooms.

WINDOWS:

Powder Coated Aluminum sliding windows.

Granite Sill for all the windows of Bath & WC.

ELECTRICAL:

Concealed wiring of ISI marked quality with common

T.V./ Telephone/Electrical Fans and Lighting points with circuit

breakers and latest electrical switches.

COLOR:

Internally good quality paint for entire flat.

Externally good quality semi acrylic paint.

RCC

R.C.C. framed Structure.

R.C.C. Staircase, lifts and terraces as shown in the Plan, solid cement concrete block/bricks walls of required thickness and 4" solid concrete or half brick internal partition walls.

WATER TANK:

Underground & overhead tank with adequate storage capacity.

THIRD SCHEDULE HEREINABOVE REFERRED TO:

1. The expenses of maintaining, repairing, redecorating etc. of the building and in particular the roof, water tanks, gutters and rain water pipes of the building, water pipes and electric wires, in under or upon building and enjoyed or used by the Allottees in common with the other occupiers of other flats and parking spaces and the main entrance, passages, landings and staircases of the Buildings and the boundary walls of the building compounds, terraces, etc.

2. The costs of cleaning and lighting the passages, landings, staircases and other parts of the building so enjoyed or used by the Allottee as aforesaid.

3. The costs of maintaining and lighting the walking trail, children play area if any, and other parts of the first floor recreation areas of the building so enjoyed or used by the Allottee as aforesaid.

4. The costs of the salaries of clerks, bill collectors, sweepers, watchmen, etc.

5. The costs of working and maintenance of lifts, battery backup system, antenna wiring, water connections, lights and other services.

6. Municipal and other taxes.

7. Insurance and other charges, consulting and / or professional fees and charges etc.

8. Such other expenses as are necessary or incidental for the maintenance and upkeep of the Building.

SIGNED, SEALED AND DELIVERED)

By the within named “**thePROMOTER**”)

M/s.SAI SHRI HOME MAKERS.)

Through its partner / authorized signatory)

Shri RAJESH LAKHANI)

In the presence of :

1.

2.

SIGNED, SEALED AND DELIVERED)

By the within named “**ALLOTTEE**”)

1))

_____)

_____)

In the presence of:

1.

2.

R E C E I P T
=====

RECEIVED a sum of **Rs.**_____/- (**Rupees**_____ **only**) as mentioned below from the Allottee herein, being the earnest money deposit in respect of Shop / Flat agreed to be sold under these presents:

Cheque No./ Pay Order No	Amount	Date	Bankers	Branch
TOTAL				

WE SAY RECEIVED
FOR M/S SAI SHRI HOME MAKERS.

PARTNER / AUTHORIZED SIGNATORY.
(THE PROMOTER)

Receipt subject to Realization of Cheque.