

Agreement Value : Rs. _____/-
Carpet Area : _____ Sq. Mtrs.
Terrace Area : _____ Sq. Mtrs.
Flat/Shop No. : _____
Building Type : G +

AGREEMENT FOR SALE

This **AGREEMENT** made and entered into at Navi Mumbai on this _____ day of _____ 2017, **BETWEEN 1)Smt. Bebibai Jagannath Hiray 2) Shri. Jagannath Dasharath Hiray** both adult, Indian Inhabitant, residing at- B-701, Seawood Garden, Plot No. 4 & 6, Sector- 17, Sanpada , Navi Mumbai, hereinafter called as '**The Promoter/Developer/s**' (Which expression shall unless it be repugnant to the context or meaning there of be deemed to mean and include **his/their** heirs, executors, administrators and assigns) of the **ONE PART**.

AND

(Having PAN No.

_____), adult, Indian Inhabitant, having address at

hereinafter called '**The Allottee/Purchaser**' (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 assigns) of the **OTHER PART**.

WHEREAS the City and Industrial Development Corporation of Maharashtra Limited, a Government company within the meaning of the Companies Act, 1956 (hereinafter referred to as "**THE CORPORATION**") having its office at 'Nirmal', 2nd floor, Nariman Point, Mumbai – 400021, is the New Town Development Authority, under the provision of subsection (3-a) of Section-113 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra Act No. XXXVIII of 1966) hereinafter referred to as the said Act.

AND WHEREAS the State Government in pursuant to Section 113 (1) of the said Act, acquired the land described therein and vesting such lands in the same Corporation for development and of such place of land so acquired by the State Government and subsequently vested by the State Government in the Corporation for being leased to its intending Lessees.

AND WHEREAS the Corporation under Gaothan Expansion Scheme/ 12.5% Scheme leased to **1)Smt. Bebibai Jagannath Hiray** **2) Shri. Jagannath Dasharath Hiray** residing at- B-701, Seawood Garden, Plot No. 4 & 6, Sector- 17, Sanpada , Navi Mumbai. . (Therein referred to as **THE LESSEE** and hereinafter referred to as '**The Promoter/Developer/s**') vide **Agreement to Lease** dated **09/04/2009** for a period of 60 years computed from the date of Agreement to Lease, a plot admeasuring about **299.80 Sq. Mtrs.** bearing **Plot No. 199, Sector - 3**, at **Ulwe** , Tal. Panvel, Dist. Raigad,

(hereinafter referred to as the '**SAID PLOT**') for the purpose of residential cum commercial use for proper premium of **Rs. 3,900/- (Rupees Three Thousand Nine Hundred Only)** and has handed over the physical possession of the said plot to the Lessee. The said **Agreement to Lease** dated **09/04/2009** is duly registered on **09/04/2009** at **Sub Registrar Panvel** vide **Registration Receipt No. 2128** and **Document Sr. No. PVL 1 - 02092-2009**. The details of the Said Plot are specified in the **First Schedule** herein under attached.

AND WHEREAS the **Promoter/Developer** has submitted their plans for the construction of a **residential** building on the said plot and subsequently the **CORPORATION** has issued **Commencement Certificate** on **12/12/2013** vide their letter bearing **Ref. No. CIDCO/B.P.-8271/ATPO(NM&K)/2013/1947** for commencing construction on the said plot as per the plans and specifications approved by the Town Planning Authorities.

AND WHEREAS the Promoter/Developer alone has the sole and exclusive right to sale the Flat/Shops in the building being constructed by The Promoter/Developer on the said plot and to enter into agreements with the **Allottee/Purchaser** of the said Flat/Shop etc. and to receive the Sale Price in respect thereof.

AND WHEREAS the Promoter/Developer has got verified the title of the said Land/Plot from **Shri. Sachin S. Tambat** an Advocate annexed hereto is a copy of the Title Certificate as **Annexure "A"**

AND WHEREAS the Promoter/Developers has now commenced construction of the Complex /Building on the said Plot in accordance with sanctioned plans and the Promoter/Developers are desirous of selling Flat/Shops in the said proposed Complex/Building. The building being constructed on the said plot shall be known as **"HIRAY'S TULIP"**.

AND WHEREAS the Promoter/Developer has registered the project under the provisions of The Real Estate (Regulation And Development) Act with the Real Estate Regulatory Authority at No; authenticated copy is attached in **Annexure "B"**.

AND WHEREAS the **Allottee/Purchaser** demanded from the Promoter/Developer and the Promoter/Developer has given inspection to the **Allottee/Purchaser** of all the documents of title relating to the said plot, and the plan, designs and specifications prepared by the "ARCHITECTS" and such other documents as are specified under the **New RERA Act 2016** (hereinafter referred to as "**THE SAID ACT**") and the rules made there under. The **Allottee/Purchaser** have satisfied themselves about the Title of the Promoter/Developer to the said Land/plot and declares that they shall not be entitled to raise any objection or requisition to the same or any matter relating to title or otherwise whatsoever.

AND WHEREAS the Promoter/Developer is the lawful owner of the **Flat/Shop No. _____, _____ Floor, admeasuring about _____ Sq. Ft. Carpet Area & Terrace Area _____ Sq. Ft.** in the building known as "**HIRAY'S TULIP**" being constructed on **Plot No. 199, Sector – 3, Ulwe, Tal. Panvel, Dist. Raigad.**

AND WHEREAS the **Allottee/Purchaser** have agreed for purchasing the said **Flat/Shop No. _____, _____ Floor, admeasuring about _____ Sq. Ft. Carpet Area & Terrace Area _____ Sq. Ft.** in the building known as "**HIRAY'S TULIP**" being constructed on **Plot No. 199, Sector – 3, Ulwe, Tal. Panvel, Dist. Raigad.** (Hereinafter referred to as the "**Said Premises**") for a total consideration of **Rs. _____/- (Rs. _____ Only).**

AND WHEREAS the carpet area of the said Flat/Shop is Sq. Mtrs. and “carpet area” means the net usable floor area of the Flat/Shop, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat/Shop for exclusive use of the Allottee/Purchaser or verandah area and exclusive open terrace area appurtenant to the said Flat/Shop for exclusive use of the Allottee/Purchaser, but includes the area covered by the internal partition walls of the Flat/Shop.

AND WHEREAS under section 13 of the said Act the Promoter/Developer is required to execute a written Agreement for Sale of said Flat/Shop with the Allottee/Purchaser, being in fact these presents and also to register said Agreement under the Registration Act 1908.

AND WHEREAS in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Promoter/Developer hereby agrees to sell and the Allottee/Purchaser hereby agrees to purchase the Flat/Shop and covered parking.

AND WHEREAS the parties relying 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 THEREFORE, THIS AGREEMENT WITNESS SETH
AND IT IS HEREBY AGREED BY AND BETWEEN THE
PARTIES HERETO AS FOLLOWS:**

1. The Promoter/Developer shall construct the said building/s consisting ofbasement andground/stilt,/.podiums, andupper floors on the project land in accordance with the plans,

designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter/Developer shall have to obtain prior consent in writing of the Allottee/Purchaser in respect of variations or modifications which may adversely affect the Flat/Shop of the Allottee/Purchaser except any alteration or addition required by any Government authorities or due to change in law.

- 1.a (i) The Allottee/Purchaser hereby agrees to purchase from the Promoter/Developer and the Promoter/Developer hereby agrees to sell to the Allottee/Purchaser Flat/Shop No. of the type ofcarpet area admeasuringsq. metres on floor in the building **HIRAY'S TULIP**/wing (hereinafter referred to as "the Flat/Shop") as shown in the Floor plan thereof hereto annexed and marked **Annexure "C"** for the consideration of **Rs./- (Rupeesonly)** including **Rs.(RupeesOnly)** being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **Second Schedule** annexed herewith.

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

- 1(b) The total aggregate consideration amount for the Flat/Shop including covered parking spaces is thus **Rs./- (Rupeesonly)** & the total amount

mentioned above has to be paid by the Allottee/Purchaser in the following manner.

1(c)

PAYMENT SCHEDULE

SCHEDULE	% OF AMOUNT
On Booking	10%
On Execution of Agreement	20%
On Plinth	15%
On Commencement of 1 st Slab	5%
On Commencement of 2 nd Slab	5%
On Commencement of 3 rd Slab	5%
On Commencement of 4 th Slab	5%
On Commencement of 5 th Slab	5%
On Brick & Plaster work	5%
On Stair Case Lobby etc.,	10%
On Flooring	5%
On Colour work	5%
On Possession	5%
TOTAL	100%

The Promoter/Developer already completed 95% of work & hence as per Schedule 95% amount is present Due.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter/Developer by way of Value Added Tax, Service Tax, and Cess & **GST as applicable from**

01/07/2017 or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter/Developer) up to the date of handing over the possession of the Flat/Shop.

The Allottee/Purchaser shall pay and bear all the following Charges, Deposits and Expenses to the Promoter/Developer as and when demanded:

- Legal and document charges at the time of execution of this Agreement.
- Charges for valuation report, if required.
- Water resource development charges and Development charges of CIDCO.
- Co-operative Society/ Condominium of Apartments /Limited Company formation/ registration charges.
- Water and Drainage connection deposit and meter charges or any other charges imposed by the CIDCO/NMMC or other Government authority.
- Electricity connection, meter deposit, MSEB service charges, cable charges and transformer.
- Property Tax from the date of Possession of said Flat/Shop.
- Service Tax, VAT Tax, LBT OR Cess, GST or any other taxes or charges levied by the state or Government authorities.
- CIDCO Transfer Charges.
- Any other charges, taxes and expenses levied by the Government authorities.

- 1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter/Developer undertakes and agrees that while raising a demand on the Allottee/Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter/Developer shall enclose the said notification order rule/regulation published issued in that behalf to that effect along with the demand letter being issued to the Allottee/Purchaser, which shall only be applicable on subsequent payments.
- 1(f) The Promoter/Developer may allow in its sole discretion, a rebate for early payments of equal installments payable by the Allottee/Purchaser by discounting such early payments @ _____% 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/Purchaser by the Promoter/Developer.
- 1(g) The Promoter/Developer shall confirm the final carpet area that has been allotted to the Allottee/Purchaser 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/Developer. If there is any reduction in the carpet area within the defined limit then Promoter/Developer shall refund the excess money paid by Allottee/Purchaser 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/Purchaser. If there is any increase in the carpet area allotted to Allottee/Purchaser, the Promoter/Developer shall demand additional amount from the Allottee/Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

- 1(h) The Allottee/Purchaser authorizes the Promoter/Developer to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding if any, in his/her name as the Promoter/Developer may in its sole discretion deem fit and the Allottee/Purchaser undertakes not to object/demand/direct the Promoter/Developer to adjust his payments in any manner.
- 2.1 The Promoter/Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the Flat/Shop to the Allottee/Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat/Shop.
- 2.2 Time is essence for the Promoter/Developer as well as the Allottee/Purchaser. The Promoter/Developer shall abide by the time schedule for completing the project and handing over the Flat/Shop to the Allottee/Purchaser and the common areas to the association of the Allottee/Purchaser after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/Purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement

subject to the simultaneous completion of construction by the Promoter/Developer as provided in clause 1 (c) herein above. (“Payment Plan”).

3. The Promoter/Developer hereby declare that the Floor Space Index available in respect of the said Plot is 1.50 with 15 % commercial utility. The Promoter/Developer has obtained the sanction from CIDCO for Residential/Commercial use. The Promoter/Developer has reserved their right to utilize such permissible FSI for commercial purposes as per rule, as they may deem fit and necessary. The Allottee/Purchaser shall not be entitled to object for such commercial utilization by the Promoter/Developer in any manner whatsoever. The Promoter/Developer has represented to the Allottee/Purchaser that no part of the said FSI has been used/utilized or will be utilized by the Promoter/Developer elsewhere for any purpose whatsoever save/except global FSI of the reserved plots or set back area of the said plot. In case while developing the said plot, if the Promoter/Developer has utilized FSI of any other Plot by way of floating F.S.I. then the Promoter/Developer shall disclose the particulars of such FSI to the said Co-op Society in which the Allottee/Purchaser shall be admitted as the member thereof.
- 4.1 If the Promoter/Developer fails to abide by the time schedule for completing the project and handing over the Flat/Shop to the Allottee/Purchaser, the Promoter/Developer agrees to pay to the Allottee/Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee/Purchaser for every month of delay till the handing over of the possession. The Allottee/Purchaser agrees to pay to the Promoter/Developer interest as specified in the Rule on all the delayed payment which become due and payable by the Allottee/Purchaser to the Promoter/Developer under the

terms of this Agreement from the date the said amount is payable by the Allottee/Purchaser to the Promoter/Developer.

- 4.2 Without prejudice to the right of Promoter/Developer to charge interest in terms of sub clause 4.1 above, on the Allottee/Purchaser committing default in payment on due date of any amount due and payable by the Allottee/Purchaser to the Promoter/Developer under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/Purchaser committing three defaults of payment of installments, the Promoter/Developer shall at his own option may terminate this Agreement:

Provided that, Promoter/Developer shall give notice of fifteen days in writing to the Allottee/Purchaser by Registered Post AD at the address provided by the Allottee/Purchaser and mail at the e-mail address provided by the Allottee/Purchaser 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/Purchaser fails to rectify the breach or breaches mentioned by the Promoter/Developer within the period of notice then at the end of such notice period, the Promoter/Developer shall be entitled to terminate this Agreement.

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

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/Developer in the said building and the Flat/Shop as are set out in **Annexure 'D'** annexed hereto.
6. The Promoter/Developer shall give **possession** of the Flat/Shop to the Allottee/Purchaser on or before **20.....** If the Promoter/Developer fails or neglects to give possession of the Flat/Shop to the Allottee/Purchaser on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter/Developer shall be liable on demand to refund to the Allottee/Purchaser the amounts already received by him in respect of the Flat/Shop with interest at the same rate as may be mentioned in the clause 4.1 herein above from the date the Promoter/Developer received the sum till the date the amounts and interest thereon is repaid.

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

- (i) War, civil commotion or act of God;
- (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

Provided further that, the Promoter/Developer shall not **be** liable for any loss/damage or delay due to MSEB causing delay in sanctioning and supplying electricity or due to the Corporation or concerned local authority causing delay in supplying permanent water connection or such other service connections necessary for using/ occupying the said premises.

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

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

7.3 **Failure of Allottee/Purchaser to take Possession of Flat/Shop:** Upon receiving a written intimation from the Promoter/Developer as per **clause 7.1**, the Allottee/Purchaser shall take possession of the Flat/Shop from the Promoter/Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter/Developer shall give possession of the Flat/Shop to the Allottee/Purchaser. In case the Allottee/Purchaser fails to take possession within the time provided in **clause 7.1** such Allottee/Purchaser shall continue to be liable to pay maintenance charges as applicable.

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

Provided that, this warranty is applicable only if after occupying of the Flat/Shop the Allottee/Purchaser shall maintain the Flat/Shop in the same conditions as it was handed over to him by the Promoter/Developer. 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 damages 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/Purchaser i) installs air-conditioners on the external walls haphazardly which may destabilize the structure ii) Allottee/Purchaser and/or its tenants load heavy luggage in the lift, iii) damage any portion of the neighbour's apartment, of 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 Promoter/Developer shall not be invocable.

8. The Allottee/Purchaser shall use the Flat/Shop or any part thereof or permit the same to be used only for purpose of *residence/office/ show-room/shop/godown for carrying on any industry or business. (*strike of which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle.
9. The Allottee/Purchaser along with other Allottee/Purchaser(s) of Flat/Shop in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter/Developer may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter/Developer within seven days of the same being forwarded by the Promoter/Developer to the Allottee/Purchaser, so as to enable the Promoter/Developer to register the common organization of Allottee/Purchaser. No objection shall be taken by the Allottee/Purchaser if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
- 9.1 The Promoter/Developer shall within 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/Developer and/or the owners in the said structure of the Building or wing in which the said Flat/Shop is situated.

9.2 The Promoter/Developer 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/Developer and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.3 Within 15 days after notice in writing is given by the Promoter/Developer to the Allottee/Purchaser that the Flat/Shop is ready for use and occupancy, the Allottee/Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat/Shop) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee/Purchaser shall pay to the Promoter/Developer such proportionate share of outgoings as may be determined. The Allottee/Purchaser further agrees that till the Allottee/Purchaser's share is so determined the Allottee/Purchaser shall pay to the Promoter/Developer provisional monthly contribution of Rs. _____/- per month towards the outgoings. The amounts so paid by the Allottee/Purchaser to the Promoter/Developer shall not carry any interest and remain with the Promoter/Developer 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/Developer to the Society or the Limited Company, as the case may be.

10. The Allottee/Purchaser shall on or before delivery of possession of the said premises keep deposited with the Promoter/Developer, the following amounts :-
 - (i) Rs. /- for share money, application entrance fee of the Society or Limited Company/Federation/Apex body.
 - (ii) Rs. /- for formation and registration of the Society or Limited Company/Federation/Apex body.
 - (iii) Rs. /- for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/Apex body
 - (iv) Rs. /- for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
 - (v) Rs. /- for Deposit towards Water, Electric, and other utility and services connection charges &
 - (vi) Rs. /-for deposits of electrical receiving and Sub Station provided in Layout.
11. The Allottee/Purchaser shall pay to the Promoter/Developer a sum of Rs. /-for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter/Developer in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and

bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee/Purchaser shall pay to the Promoter/Developer the Allottee/Purchaser's share of stamp duty and registration charges payable by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building/wing of the building.

13. Representations And Warranties Of The Promoter/Developer :

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

- i. The Promoter/Developer 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/Developer 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/Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Promoter/Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/Purchaser created herein, may prejudicially be affected;
- vii. The Promoter/Developer has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Flat/Shop which will in any manner affect the rights of Allottee/Purchaser under this Agreement;
- viii. The Promoter/Developer confirms that the Promoter/Developer is not restricted in any manner whatsoever from selling the said Flat/Shop to the Allottee/Purchaser in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of Allottee/Purchasers the Promoter/Developer shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Allottee/Purchasers;

- x. The Promoter/Developer has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- 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/Developer in respect of the project land and/or the Project except those disclosed in the title report.

14. The Allottee/Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Flat/Shop may come hereby covenants with the Promoter/Developer as follows:-

- i. To maintain the Flat/Shop at the Allottee/Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Flat/Shop is taken and shall not do or suffer to be done anything in or to the building in which the Flat/Shop is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat/Shop is situated and the Flat/Shop itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Flat/Shop any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat/Shop is situated or storing of

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

- iii. To carry out at his own cost all internal repairs to the said Flat/Shop and maintain the Flat/Shop in the same condition, state and order in which it was delivered by the Promoter/Developer to the Allottee/Purchaser and shall not do or suffer to be done anything in or to the building in which the Flat/Shop is situated or the Flat/Shop which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/Purchaser committing any act in contravention of the above provision, the Allottee/Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Flat/Shop or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat/Shop or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat/Shop is situated and shall keep the portion, sewers, drains and pipes in the Flat/Shop and the appurtenances thereto in good tenantable repair and

condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat/Shop is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat/Shop without the prior written permission of the Promoter/Developer and/or the Society or the Limited Company.

- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat/Shop is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat/Shop in the compound or any portion of the project land and the building in which the Flat/Shop is situated.
- vii. Pay to the Promoter/Developer within fifteen days of demand by the Promoter/Developer, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat/Shop is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat/Shop by the Allottee/Purchaser for any purposes other than for purpose for which it is sold.

- ix. The Allottee/Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat/Shop until all the dues payable by the Allottee/Purchaser to the Promoter/Developer under this Agreement are fully paid up.
- x. The Allottee/Purchaser 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 Flat/Shops therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Flat/Shop in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- xi. Till a conveyance of the structure of the building in which Flat/Shop is situated is executed in favour of Society/Limited Society, the Allottee/Purchaser shall permit the Promoter/Developer and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

15. The Promoter/Developer shall maintain a separate account in respect of sums received by the Promoter/Developer from the Allottee/Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings legal charges and shall utilize the amounts only for the purposes for which they have been received.
16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat/Shops or of the said Plot and Building or any part thereof. The Allottee/Purchaser shall have no claim save and except in respect of the Flat/Shop hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter/Developer until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.
17. **Promoter/Developer Shall Not Mortgage Or Create A Charge :**

After the Promoter/Developer executes this Agreement he shall not mortgage or create a charge on the Flat/Shop and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force such mortgage or charge shall not affect the right and interest of the Allottee/Purchaser who has taken or agreed to take such Flat/Shop.
18. **Binding Effect :**

Forwarding this Agreement to the Allottee/Purchaser by the Promoter/Developer does not create a binding obligation on the

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

19. Entire Agreement :

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

20. Right To Amend :

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

21. Provisions Of This Agreement Applicable To Allottee/Purchaser / Subsequent Allottee/Purchaser :

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 Allottee/Purchaser of the Flat/Shop, in case of a transfer, as the said obligations go along with the Flat/Shop for all intents and purposes.

22. Severability :

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

23. Method Of Calculation Of Proportionate Share Wherever Referred To In The Agreement :

Wherever in this Agreement it is stipulated that the Allottee/Purchaser has to make any payment, in common with other Allottee/Purchaser in Project, the same shall be in proportion to the carpet area of the Flat/Shop to the total carpet area of all the Flat/Shops in the Project.

24. Further Assurances :

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

i) **Solid Waste Management:**

The Allottee/Purchaser 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/Purchaser 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/Purchaser shall ensure that no domestic /institutional waste shall be thrown on the streets, footpaths, open spaces, drains or water bodies.
- c. The Allottee/Purchaser 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.
- e. The Allottee/Purchaser shall abide by the instructions as may be issued from time to time by the Promoter/Developer 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.

- ii. The Promoter/Developers declares and the Allottee/Purchaser is made aware that the Hydrolysis process of cement continues for a longer period of two years and the strength of Cement increases. The process is exothermic in nature resulting in omission of heat shown in the form of cracks. The construction is carried out at enormous speed, hence the given time required for settlement of Block/Brickwork due to self load is very insufficient and plastering work is carried out before that period and thereafter the RCC Beam/column joints with brickwork get exposed and are seen as cracks. The normal period required after brickwork is minimum of twelve months. Seeing financial expenses incurred to the Purchasers 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. Again the process for repairing is timely crack filing and repairing. The final solutions for all types of cracks occurred is to do painting and filling jobs after two years of possession. The solutions are to be carried out at the cost and expenses of the Allottee/Purchaser.
- iii. It has been specifically agreed by the Allottee/Purchaser that he/she is fully aware of the fact that the wall tiles and floor tiles installed in the Flat/Shop 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/Purchaser will not take any objection for the same.

- iv. The Allottee/Purchaser of shops shall be treated on the same basis as the Allottee/Purchaser of the Flat/Shops 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 Allottee/Purchaser 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 Promoter/Developer or the Society.

25. Place Of Execution :

The execution of this Agreement shall be complete only upon its execution by the Promoter/Developer through its authorized signatory at the Promoter/Developer's Office or at some other place, which may be mutually agreed between the Promoter/Developer and the Allottee/Purchaser, in Navi Mumbai after the Agreement is duly executed by the Allottee/Purchaser and the Promoter/Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Navi Mumbai.

26. The Allottee/Purchaser and/or Promoter/Developer shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the

Promoter/Developer will attend such office and admit execution thereof.

27. That all notices to be served on the Allottee/Purchaser and the Promoter/Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/Purchaser or the Promoter/Developer by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee/Purchaser _____

(Allottee/Purchaser' s Address) _____

Notified Email ID: _____

Promoter/Developer: **1) Smt. Bebibai Jagannath Hiray
2) Shri. Jagannath Dasharath Hiray**

Address : residing at- B-701, Seawood Garden, Plot No. 4 & 6, Sector- 17, Sanpada , Navi Mumbai.

Notified Email ID: hiray.enterprises@gmail.com

It shall be the duty of the Allottee/Purchaser and the Promoter/Developer 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/Developer or the Allottee/Purchaser as the case may be.

28. Joint Allottee/Purchasers :

That in case there are Joint Allottee/Purchaser all communications shall be sent by the Promoter/Developer to the Allottee/Purchaser whose name appears first and at the address

given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee/Purchaser.

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

31. **Governing Law :**

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

FIRST SCHEDULE
THE DESCRIPTION OF THE PROPERTY

All the peace and parcel of land known **Plot No. 199, Sector - 3, Ulwe, Tal. Panvel, Dist. Raigad**, containing by admeasuring about **299.80 Sq. Mtrs.** or thereabout and bounded as follows.

On or towards the North by	: Plot No. 209
On or towards the South by	: 9.00 Mtrs. wide Road
On or towards the East by	: Plot No. 200.
On or towards the West by	: Plot No. 198

SECOND SCHEDULE

SPECIFICATION AND AMENITIES

- **LIFT OF REPUTED MAKE**
- **FLOORING**
 - 2' x 2' Vitrified flooring in all rooms.
 - 1' x 1' flooring in bathroom, W.C. and terrace.
- **KITCHEN**
 - Black Granite Platform with S.S. Sink.
 - Decorative wall tiles above platform.
- **BATHROOM AND W.C.**
 - Decorative wall tiles.
 - Fittings of reputed make.
- **DOOR**
 - Main door & bedroom door with decorative laminate finish.
 - High quality door fixtures.
- **WINDOWS**
 - Powder coated aluminum sliding.
 - Marble Sill.
- **ELECTRICAL WORKS**
 - Concealed copper wiring.
 - High quality switches and other fittings.
 - Ample light points in parking and lobby.
- **PLUMBING WORKS**
 - Concealed plumbing piping.
 - Bathroom fittings of reputed make.
 - High quality water proofing treatment

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their hands this day and year first hereinabove mentioned.

SIGNED, SEALED AND DELIVERED

By the within named '**The Promoter/Developer/s**'

1)Smt. Bebibai Jagannath Hiray

2) Shri. Jagannath Dasharath Hiray

In the presence of.....

1.

2.

SIGNED, SEALED AND DELIVERED

By the within named '**The Allottee/Purchaser**'

.....

.....

In the presence of.....

1.

2.

RECEIPT

RECEIVED amount of **Rs. _____/- (Rupees _____
Only)** by cheque from _____, the
Allottee/Purchaser/s being the part payment for the sale of **Flat/Shop**
No.____, ____ Floor, admeasuring_____ Sq.Ft. Carpet Area &
Terrace Area _____ Sq. Ft. in the building Known as
“HIRAY'S TULIP” being constructed on Plot No. 199, Sector – 3,
Ulwe, Tal. Panvel, Dist. Raigad.

Mode of Payments:

Sr. No.	Ch. No.	Date	Bank Name	Amount
			Total	

I/WE SAY RECEIVED

Rs. _____/-

1) Smt. Bebibai Jagannath Hiray

2) Shri. Jagannath Dasharath Hiray

WITNESSES:-

1. _____

2. _____