

AGREEMENT FOR SALE

THIS AGREEMENT is made at _____ this _____ day of _____, 20_____.

Between

M/S. SAMARTH SHRUSTI REALITY., on behalf **PRAKASH GOVIND GAIKWAD** a Proprietorship Firm J N 2 A 8, Sector 10, Vashi ,Navi Mumbai 400 703 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 successors and assigns) of the One Part:

And

_____ ha
ving address at _____ hereinafter
referred to as "the Allottee/s" (which expression shall unless it be repugnant to the context or
meaning thereof be deemed to mean and include in the case of individual/s his/her/their heirs,
executors, administrators and assigns, **in the case of a partnership firm** the partner or partners for
the time being constituting the said firm, the survivor or survivors of them and the heirs, executors,
administrators and assigns of the last surviving partner and **in the case of a company** its successors
and assigns) of the Other Part.

W H E R E A S:

- (a) The Promoter have successfully developed and completed construction of residential premises on Survey Nos. 50, Hissa No. 05, situate at Village Diksal, Taluka Karjat, District Raigad totally admeasuring 0-22-8 H.R.P, land, within the limits of Sub Registrar of Assurance Karjat - Raigad in the registration District of Raigad, the said property by constructing various buildings and forming part of the N.A. Permission granted by the Collector of Raigad.
- (b) The project approved by Group Grampanchyat Umroli, Taluka – Karjat , Dist – Raigad Certificate No 195/6, dated 28/09/2012.
- (c) The Promoter proposes to construct and develop the said property by constructing various buildings as shown in the plan of and forming part of the N.A. Permission granted by the Collector Raigad.
- (d) The Project comprises of (i) Building - 1 known Wing “A”, & Wing “B”,
(ii) Building – 2 known Wing “C”, all Buildings consisting of Ground plus Two upper floors for residential purpose as shown in the said sanctioned/approved plan.
- (e) The Promoter has, on the basis of the FSI available as on date, prepared and submitted plans for the aforesaid 2 (Two) buildings [having 03 Wings] to be constructed by the promoter on the said property.
- (f) The access to the said property is from Karjat – Neral Road.
- (g) The Promoter alone or any other party or person(s) as may be nominated by the promoter in this regards, shall have sole and exclusive right to sell the Apartment/Flats and other units / premises in the Buildings to be constructed on the said property by the Promoter and to enter into agreement/s with the purchaser/s of the Apartment/Flats and other units/premises and to receive the sale price in respect thereof;
- (h) The Promoter has appointed Design Directions through Mr. Siddharth Mhatre & Mr. Jignesh G. Kapare as Architects and M/s. Rajesh Boga as RCC consultants for the preparation of the structural designs and drawings of the Building and the Promoter accepts the professional supervision of the Architect and the Structural Engineers till the completion of the Buildings.

- (i) The Promoter has obtained N.A. permission bearing No. MASHA / L.N.A. 1 (B)/ S.R. 151/2003, dated 31/01/2014 from the Collector of Raigad, Alibaug – Raigad and specifications, elevations, sections and other details of the Buildings duly approved and sanctioned from the Competent Authority. The promoter is developing the said property alongwith other properties in the name and style as **“MANAS SHRUSTI COMPLEX”** in different phases. While sanctioning the plans the competent authority has laid down certain terms, conditions and restrictions which are to be observed and performed by the promoter while developing the said property;
- (j) The Promoter has commenced construction of the Buildings in accordance with the approved plans;
- (k) The Allote/s demanded from the promoter and the promoter has given, to the satisfaction of the purchaser, inspection of all the documents relating to the said property, the approved plans, specifications prepared by the promoter’s Architects and such other documents which are specified under the Real Estate (Regulation and Development) Act, 2016, (the **“Act”**) and the rules made thereunder and the purchaser is fully satisfied which the title of the Promoter in respect of the said property and the Promoter’s right to allot various Apartment/Flats/premises in the Buildings;
- (l) The Promoters have also annexed to this agreement the authenticated copies of the following documents as required by the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Rules viz.:
 - a) Certificate of Title issued by **S. D. Pawar, Advocate**, who have investigated the title in respect of the said property and have certified the title of the said property to be clear and marketable - **ANNEXURE “A”**;
 - b) Copy of the 7/12 Extracts of the said property - **ANNEXURE “B”**;
 - c) Copy of the plan of the Apartment/Flat agreed to be allotted to the Allote/s - **ANNEXURE “C1”**;
 - d) Plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **ANNEXURE “C2”**
 - e) Copy of N.A. Permission bearing No. No. MASHA / L.N.A. 1 (B)/ S.R. 151/2003, dated 31/01/2014 from the Collector of Raigad, Alibaug – Raigad, - **ANNEXURE “D”**;

- (m) The Allottee/s herein has/have applied to the Promoters for allotment to the Allottee/s Apartment/Flat. _____ on the _____ floor in the building _____ known as _____ in Wing _____ being constructed in the Second phase of the said project by the Promoters on the said property;
- (n) The carpet area of the said Apartment/Flat is _____ sq. meters and "carpet area" means the net usable floor area of a Apartment/Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment/Flat for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Apartment/Flat for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the Apartment/Flat, as more particularly described and clarified in the Circular No. 4/2017, issued by the Authority under the said Act, by Maharashtra Real Estate Regulatory Authority, hereinafter referred to as MahaRera.
- (o) 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;
- (p) 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 Apartment/Flat agreed to be sold by the Promoter to the Allottee/s as advance payment or Application Fee (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee/s has/have agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.
- (q) The Promoter has registered the Project under the provisions of the Real Estate (Regulation & development) Act, 2016 with the Real Estate Regulatory Authority vide Certificate of Project Registration No. _____, dated _____ issued by MahaRera.
- (r) Under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment/Flat with the Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

- (s) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Apartment/Flat) and the garage/ parking space (if applicable).

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

- 1) The Promoter shall construct Residential (i) Building - 1 known as Wing "A", & Wing "B", (ii) Building – 2 known as in Wing "C", consisting of ground plus two upper floors on the said property in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1(a)(i)The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. _____ of carpet area admeasuring _____ sq. metres, additionally the Apartmenthas an enclosed/open balcony of area admeasuring_____sq. meter and exclusive open Terrace/Veranda of area admeasuring_____sq. meter, on _____ floor in the building _____ known as _____ in Wing _____ (hereinafter referred to as "the Apartment") in **MANAS SHRUSTI COMPLEX** as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of Rs. _____ including Rs. _____ being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule hereunder writern

1(a) The Allottee has paid on or before execution of this agreement a sum of _____ (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 :-

The allottee has prior to the commencement of the said Act have paid an amount of _____/- being _____% of the consideration amount as per the provisions of the Maharashtra Ownership Apartment/Flat (Regulation of the promotion of construction, sale, amangment and transfer) Act 1963 then prevailing and shall pay the subsequent instalments of the sale consideration in accordance with the provisions of the said Act as follows:-

1. Rs. _____ on completion of RCC Plinth;
2. Rs. _____ on completion of 1st Slab;
3. Rs. _____ on completion of 2nd Slab;
4. Rs. _____ on completion of 3rd Slab;
5. Rs. _____ on completion of Brick Work.
6. Rs. _____ on completion of Flooring Work.
7. Rs. _____ on completion of Painting Work.
8. Rs. _____ against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment. The Allottee/s hereby undertakes to pay the amount of applicable Service Tax/Goods and Services Tax (GST) alongwith each installment from the effective date with retrospective effect on which the relevant enactment/notification shall/has come into effect and further shall not dispute or object to payment of such statutory dues. Failure to pay to the Promoter/Owners/Builders the Service Tax/GST including any of the aforesaid total consideration as mentioned hereinabove, shall be deemed to be a default in payment of amount due to the Promoter and will result in termination of this agreement.

(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

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

1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of

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

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

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

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

3.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment] 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 Rules, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter.

3.2 Without prejudice to the right of the Promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on the 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, the Promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter but the Promoters shall not be liable to pay to the Allottee/s any interest on the amount so refunded and upon termination of this Agreement and refund of aforesaid amount by the Promoters, the Promoters shall be at liberty to dispose of and sell the said Apartment to such person/s and at such price as the Promoters may in their absolute discretion think fit. It is agreed between the parties that 20% of the total consideration or any amounts paid by the Allottee, whichever is less will be forfeited by the Promoter as agreed liquidated damages. However, any profit and all other advantages and benefits arising from the Sale of the said Apartment to a New Allottee shall belong solely and exclusively to the Promoter and the Promoter shall be entitled to the said profits and all the other advantages and benefits. The Allottee/s agree/s that of the said amount to be refunded will be returned by cheque by the Promoter to the Allottee/s by Registered Post Acknowledgement Due at the address given by the Allottee/s in these presents irrespective of whether or not the Allottee/s accepts / encashes the cheques/s, it will amount to the said refund.

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 Apartment as are set out in **Annexure 'E', annexed hereto.**
6. The Promoter shall give possession of the Apartment to the Allottee on or before _____ day of _____ 20____. If the Promoter fails or neglects to give possession of the Apartment 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 Apartment with interest at the same rate as 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. Till the entire amount and interest thereon is refunded by the Promoters to the Allottee/s there shall, subject to prior encumbrances, if any, be a charge on the said land as well as the construction or building in which the said premises are situated or were to be situated.

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

- (i) non availability of steel, cement, other building materials, water or electric supply;
- (ii) war, civil commotion or act of God ;
- (iii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- (iv) any other reason beyond the reasonable control of the Developers.

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 Apartment, to the Allottee in terms of this Agreement to be taken within ____ days (____ days) from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment 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 Apartment within 15 days of the written notice from the Promoter to the Allottee intimating that the said Apartments are ready for use and occupancy.

7.3 Failure of Allottee to take Possession of Apartment: Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the Apartment 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 Apartment 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 Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the garage or parking space, if available only for purpose of keeping or parking his/her/their own vehicle

9. The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the

formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. The Allottee/s shall be bound from time to time to sign all papers and documents and to do all other things as the Promoter may require him/her/them to do from time to time for safeguarding the interest of the Promoters and of other Allottee/s of the different Apartments in the said building. Failure to comply with the provisions of this clause will render this Agreement ipso facto to come to an end and the earnest money deposited and other monies paid by the Allottee/s shall stand forfeited by the Promoter.

9.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

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

9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment 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 Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

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

- (i) Rs. _____ for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body;
- (ii) Rs. _____ for formation and registration of the Society or Limited Company/Federation/ Apex body;
- (iii) Rs. _____ for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body;
- (iv) Rs. _____ for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body;
- (v) Rs. _____ for Deposit towards Water, Electric, and other utility and services connection charges;
- (vi) Rs. _____ contribution towards proportionate statutory development charges & infrastructure charges.
- (vii) Rs. _____ towards Club House charges.
- (viii) Rs. _____ contribution towards society office.
- (ix) Rs. _____ towards legal charges for preparing this agreement.

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. It is further clarified that charges mentioned herein is only indicative and not exhaustive and the Allottee/s agrees to pay to the Promoter, such other charges under such other heads as the Promoter may indicate. It is further clarified that the Allottee/s further agrees to pay to the Promoter, such additional / increased charges as the Promoter may indicate.

13. At the time of the 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 the 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.

14. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

- i. The Promoter has clear and marketable title with respect to the project land and the Promoters are entitled to develop the 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 herein.
- 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 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 Apartment 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 Apartment to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the Conveyance Deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

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

- i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make additions in or to the building in which

the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

- ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee 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 Apartment and maintain the Apartment 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 Apartment is situated or the Apartment 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 Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment 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 Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, 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 Apartment is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee 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 Apartment 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 Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee 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 Apartment 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 the Apartment is situated is executed in favour of Society/Limited Company, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
 - xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of the 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.
16. 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.
17. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.
18. The Promoter shall have the right to enter into contract with any third party / agency for the purpose of maintenance and upkeep of the said property on such terms and conditions as the Promoter deems fit and proper and such decision/contract shall be final and binding until the conveyance / lease in respect of the said building is executed in favour of the Society.

19. The Allottee hereby expressly agrees and covenants with Promoter that in the event of the said building on the said property being not ready for use and occupation and in the event of the Promoter permitting the Allottee/s to enter upon the said premises for the purpose of interiors and fit outs then in that event the Allottee shall not have any objection to the Promoter completing the construction of the balance building or additional floors on the said property without any interference or objection by the Allottee/ since he/ she/ they are aware of the phase wise development of the said property.
20. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the terrace space in front of or adjacent to the terrace Apartments in the said building, if any, shall belong exclusively to the Allottee/s of the terrace Apartments and such terrace space is intended for the exclusive use of the respective terrace Allottee/s. The said terrace shall not be enclosed by the Allottee/s till the permission in writing is obtained from the concerned local authority and the Promoters or the Society or the Limited Company as the case may be. Further, the Allottee/s of the terrace Apartment shall at all times and for the purpose of maintenance and repairs allow the Promoter and/or the Plumber or any other person to fix or repair the pipe/duct, carry out repairs, etc. in respect of the pipe, ducts installed for all the Allottee/s.
21. If the Promoters are entitled to any additional FSI/future FSI then the Promoters will be entitled to make additions, alterations, to raise additional storeys or structures at any time as may be permitted by the competent authorities by using such additional FSI that may be available now or in future or by bringing in Transferable Development Rights (TDR) from outside on to the said property and/or by using the Fungible FSI or any FSI under any amendment/modification to the Rules/Regulations and such additions, alterations and additional structures or storeys shall be the sole property of the Promoters who shall be entitled to deal with or dispose of it in any manner that they may deem fit, subject to Allottee/s prior consent/s to the same. The Allottee/s hereby agree/s that he/she/they will give all necessary facilities and fully cooperate with the Promoters to enable the Promoters to make additions and alterations and/or to raise additional storeys or structure in accordance with the plans sanctioned or which may hereinafter be sanctioned and the Allottee/s hereby further agree/s that even after being admitted as member/s of the said Society, he/she/they will consent to the Society giving to the Promoters full facility, assistance and co-operation to enable the Promoters to make the said additions and alterations and/or to raise additional storeys or structures complete and fit for occupation in all respects and for the aforesaid purpose the Promoter shall be entitled to utilise and/or make connections from all water pipe-lines and storage tanks, sewerage and drainage pipe-lines, electric cables and electric lines and other convenience and amenities to the said additional storeys or structures which may be constructed by the Promoters and the Allottee/s hereby consent/s to the same and he/she/they shall not raise any objections whatsoever.
22. After the possession of the said premises is handed over to the Allottee/s, if any additions or alterations in or about or relating to the said building are thereafter required to be carried out by the Government, Municipality or any statutory authority the same shall be carried out by the

Allottee/s in cooperation with purchasers of the other premises in the said building at their own cost and the Promoters shall not be in any manner liable or responsible for the same.

23. The Allottee/s shall at no time demand partition of his/her/their interest in the said building it being agreed and declared by the Promoters that this interest in the said building is impartible and it is agreed that the Promoters shall not be liable to execute any document in respect of the said Apartment/Flat in favour of the Allottee/s.
24. The Promoters shall after the construction of the said building is completed in all respects and after the occupation certificate is granted by the concerned authority get the Allottee/s admitted as member/s of the Cooperative Society which may be formed by the Allottee/s of different premises of the said building. The said Cooperative Society shall then be entitled to look after and/or manage the affairs of the said building.
25. In the event of the said Society being formed or registered or in the event of the Allottee/s being admitted as a member/s of the said Society before the sale of all the Apartments in the said building, the power and authorities of the said Society so formed and registered of the Allottee/s and other Allottees of the Apartments in the said building shall be subject to the overall control of the Promoters in respect of any of the matters concerning the said building, the construction and completion thereof and all amenities appertaining to the same and in particular the said Owners and Promoters shall have absolute authority and control as regards the disposal of the unsold Apartments with respect to their respective entitlements, or the Apartments of which the agreements are cancelled at any stage for some reason/s or the other and all the Allottees of such Apartments shall be admitted as members of the said Cooperative Society with the same rights and the same benefits and subject to the obligations as the Allottee/s and the other members of such Cooperative Society may be entitled/liable to and without reservation or conditions whatever and the Allottee/s hereby agree/s to give consent to admit such Allottees as the members of such Cooperative Society as aforesaid without raising any objection whatsoever. It being further agreed that till such time the said unsold Apartment/Flats are sold/disposed of by the said Owners and Promoters, they shall not be liable to pay any maintenance, service charges or any other charges save and except the municipal taxes.
26. The Allottee/s is aware that the Promoter is developing the said property by constructing the 2 (two) Residential Buildings having total (03) Wings. The commencement of construction, completion / possession etc. of the buildings to be constructed on the said property will be completed over number of months as mentioned herein. The Allottee declares and confirms that he is aware that the building in which the said Apartment/Flat is located is part of the single lay – out and the said building is not situated on an independent plot as it is part of the Group Housing Scheme under the relevant D.C. Regulation. The FSI utilized in the building in which the said premises is located is part of the total FSI sanctioned on the basis of the area of the said property. The Allottee shall not be entitled to any other FSI benefit except the FSI under in the said premises. The Promoter reserve unto themselves right to consume total FSI available by reason of any increase in FSI and/or any change in the DCR from time to time till the conveyance is executed in favour of the Apex Body.

27. The Promoter shall have the exclusive right to control advertising and signage, hoarding, and all other forms of signage whatsoever within the said property, till such time as the said property together with the buildings constructed thereon are transferred to the Organisation / Apex Body.
28. The Promoter shall be entitled to construct site offices/sales lounge in the said property and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the said property or any portion thereof is conveyed/ leased / assigned to the Organisation or the Apex Body and shall continue until the entire said property is developed.
29. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE :-** After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.
30. **BINDING EFFECT:-** Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.
31. **ENTIRE AGREEMENT:-** This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.
32. **RIGHT TO AMEND:-** This Agreement may only be amended through written consent of the Parties.
33. **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 Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

34. **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 the 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.
35. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:-** Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Project.
36. **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.
37. **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, and 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.
38. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.
39. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the

Promoter by Registered Post A.D **and** notified Email ID/Under Certificate of Posting
at their respective addresses specified below: Name of Allottee

(Allottee's Address)

Notified Email ID: _____

SAMARHT SHRUSTI REALITY
Proprietor PRAKASH GOVIND GAIKWAD
J N 2 A 8, Sector 10, Vashi, Navi Mumbai – 400703
Notified Email ID: _____

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

40. **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 be considered as properly served on all the Allottees.
41. The name of the project will be known as “**SAMARTH SHRUSTI REALITY**” at all times and Society or any Organisation formed later will not change the name in future.
42. This agreement shall always be subject to the provisions contained in the Real Estate (Regulation and Development) Act 2016 as amended upto date or any other provisions of law applicable thereto.
43. **STAMP DUTY AND REGISTRATION :-** The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee. The parties hereto shall attend the office of the Sub-Registrar of Assurances for registration of the said document within the prescribed time limit and admit execution thereof.
44. **DISPUTE RESOLUTION:-** Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
45. **GOVERNING LAW:-** That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the _____ courts will have the jurisdiction for this Agreement.
46. All the rights and/ or remedies of the Promoter are cumulative and without prejudice to one another.

47. This Agreement supersedes any other document, writings, arrangements, understanding, allotment letters, brochures and/ or other documents etc entered into, executed prior to this agreement which are contrary and inconsistent with the provisions of the agreement.

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

THE FIRST SCHEDULE ABOVE REFERRED TO
DESCRIPTION OF THE PROPERTY

ALL THOSE piece or parcel of Non Agricultural land situate, lying, being at Village Diksal, Taluka Karjat, District Raigad, within the limits of Sub Registrar of Assurance Karjat - Raigad in the registration District of Raigad the description of which is as under:

1. Non Agricultural Plot of land situate at Village Diksal, Tal. Karjat, Dist. Raigad:

Survey No.	Hissa No.	Area H. R. P.
50	05	0-22-8

Bounded as follows:

On or towards the North : _____

On or towards the South : _____

On or towards the East : _____

On or towards the West : _____

THE SECOND SCHEDULE ABOVE REFERRED TO:

DESCRIPTION OF COMMON AREAS & COMMON FACILITIES

1. Common areas shall include:-
 - a) Areas covered under the external and internal walls and pardis (built up areas).
 - b) Staircases, lobbies, passages and landings, common terraces (excluding pocket/attached terraces designated open ground abutting certain Apartment/Flats, or terraces or designated open ground connected in any way to certain Apartment/Flats and as such, exclusively allotted to Purchaser of the said Apartment/Flat).
2. Common facilities in the building shall include:-
 - a) Overhead and underground water storage tanks and water pipes, water meter, pump room with pumps and accessories.
 - b) Drainage and sewerage treatment plant including septic tank and soak etc.
 - c) Electrical common load wiring, starters/switches and all common wirings, meter cabins, service cables and switchgear.
 - d) Common lights in staircases, landings, gates, terrace and building compounds.
 - e) Compound gate/s. and security cabin/s
 - f) Common compound walls.

All areas not covered under "Common Areas and Facilities" are restricted areas and facilities and the Promoter shall have absolute right to dispose of the same to any person/s in the manner the Promoter deems fit and proper.

SIGNED and DELIVERED by the)
withinnamed “**PROMOTERS**”)
SAMARTH SHRUSTI REALITY)
By the hand of its Propritor,)
_____)
in the presence of)

SIGNED AND DELIVERED)
by the withinnamed “**ALLOTTEE/S**”))
_____)
_____)
in the presence of)

WITNESSES

1.

2.