

!! SHREE !!

AGREEMENT FOR SALE

This Indenture of **Agreement For Sale** is made at _____
on this _____ day of _____ in the year Two Thousand and
Seventeen.

Between

M/s. SHREE VASTUCRETION DEVELOPERS, a registered
Partnership Firm, registered under the provisions of the Indian
Partnership Act, 1932, having its office at : SHOP NO 2,SUNDARAM
VILLA CHS,VALLIPEER MARG,BHANU NAGAR,KALYAN (W)-
421301 through its Partner **Mr. Vijay P. Nikam**, Age : 35 Years,
Occupation : Builder- Developer, hereinafter called and referred to as
“the Promoter” (Builder-Developer) of the **First Part**;

And

Shri./Smt./Ms.

R/at :

herein after referred to as **‘the Allottee/s/s’ (Purchaser/s)** of the **Second Part;**

(Party of the First Part and Second Part are herein after collectively referred as ‘the Parties’)

AND WHEREAS the promoter is absolutely seized, possessed and otherwise well and sufficiently entitled to the freehold lands, hereditaments and premises situated, lying and being at Village devrung, Tal. Bhiwandi, Dist. thane within the limits of Bhiwandi Thasil and within Registration and Sub Registration District of Thane which is more particularly described as under

Revenue Gat No.94/21,94/24,94/28,107/1-8 admeasuring Non agricultural Area admeasuring 6480 sq.mtr.

hereinafter referred to as **“the said land”**, and more particularly described in the **FIRST SCHEDULE** hereunder written. The said plot stands in the name of the Vendor in the revenue records.

AND WHEREAS by the Order bearing Order No. **Ø-egly@dfk&1@V&8@,u,ih@noj :x&fòOmh@,lvkj&16@2016** dated **23/04/2017**, Hon’ble Collector, Thane has granted and sanctioned the permission for the building permission and Non-Agricultural use of the said properties.

AND WHEREAS the competent Town Planning has sanctioned building plans vide their letter **Dated 22/03/2016**, bearing No. **Ø-fc'ki@ck/kdkef'kQkj l@ek-no:x@rk-fòOmh @ ,u,ih @ no:x&fòOmh @lI Bk.k @ 570**, by which the said competent Town Planning Authority has allowed/ permitted the owner to construct 4 (FOUR)

buildings consisting Wings, Floors, Units and Built Up Area as mentioned in the following Table :-

Bldg. No with Wings	Pred. Use	No. of Floors	No. of Units		BUA in Sq. Mtrs.
			Resi.	Comm	
TYPE-1	A & B	Ground (Pt Stilt)+4	44	0	1543.505
TYPE-2	A & B	Ground (Pt Stilt)+4	46	6	1594.784
TYPE-3	A & B	Ground (Pt Stilt)+4	47	3	1803.234
TYPE-3	A & B	Ground (Pt Stilt)+4	36	3	1215.340
TOTAL			173	12	6156.863

AND WHEREAS for the sake of brevity, the abovementioned properties, which are more particularly described in **Schedule - I** written herein below are called and referred herein after in this Agreement, as the “**project land**”. AND the copies of the Village Form VII and XII of the abovementioned properties i.e. the properties more particularly described in **Schedule - I** written herein below are appended hereto as “**Annexure – 1**” (**Collectively**) and the copies of the Index-II of the abovementioned Development Agreements and Supplementary Agreement are appended hereto as “**Annexure – 2**” (**Collectively**).

AND WHEREAS the abovementioned buildings along with the common amenities/facilities to be provided therein, which are more particularly described in the “**Third Schedule**”, written herein under, is herein after in this agreement, mentioned as the “**said project**”.Copy of the N.A.order mentioned herein above, is appended hereto as“**Annexure– 3**”.

1. AND WHEREAS the Promoter has appointed ----- as an architect , having Address :- ----- ,registered with the Council of Architects and the said agreement is as per the agreement prescribed by the Council of Architects. The Promoter has also appointed ----- , having Address----- as **Structural Engineers**, for the preparation of structural

designs and drawings of the buildings. And the Promoter shall keep engaged the Architect and the Structural Engineer with the project who shall professionally supervise the same till the completion thereof. The Promoter has also engaged the Civil Contractor namely, ----- , for all types of construction/Civil works of the said entire project.

AND WHEREAS the Promoter have completed all the legal formalities with respect to the right, title and interest of the Promoter regarding the said Project Land on which the said Project is to be constructed; AND the promoter herein have right to sell the apartments/units etc. of their share as per the Development Agreement as mentioned herein above in the recital of the said agreement.

AND WHEREAS the promoter have registered the said project under the provisions of The Real Estate (Regulation & Development) Act, 2016 with The Real Estate Regulatory Authority at Mumbai, on ----- under Registration No. -----.

AND WHEREAS the promoter, under the supervision of Architect and Structural Designer and through the contractor appointed/engaged by them, are presently constructing on the project land the residential buildings as per the sanctioned plans, which shall be known as **VRUNDAVAN-I**. And AS SUCH the Promoter by various modes, have expressed their intention to dispose of the units of their share which are to be constructed in said project on outright sale to the prospective buyers.

AND WHEREAS with intention of purchasing a Flat/Apartment/Unit/Shop/Office, the Allottee/s has/have approached to the promoter and on his/her/their demand, the Promoter have given inspection to the Allottee/s of all the documents of title in respect of the said project land including copies of Development Agreements, Supplementary Agreement as mentioned above, all other ancillary documents, NA permission, Building/Development permission and sanctioned plans and all other

documents pertaining to the said project as well as project land. The Certificate of Title issued by the Advocate of Promoter Shri. **Adv. SANDEEP R JAGE** relating to the said project land is appended hereto as **'Annexure – 4'**. In addition to it, the Allottee/s has/have perused the Certificate of Architect and the drawing certifying the carpet area of the unit along with limited common area. The Allottee/s has/have also seen the proposed layout of said buildings which are to be developed on said project land. The authenticated copies of all such documents are available at the site office and are available for verification by the Allottee/s after giving a reasonable notice.

AND WHEREAS the promoter herein have requested to the Allottee/s to carry out independent search through his/her/their own Attorney/ Advocate regarding the marketable title, rights and authorities of the promoter regarding the said project and project land. The allottee/s has/have satisfied himself/herself/themselves in respect of marketable title, rights and authorities of the promoter herein. **AND** the allottee/s has/have given his/her/their specific confirmation herein that the responsibilities of title of the said project land shall be on the promoter up and until the conveyance of the said project and the land there under i.e. the said project land.

AND WHEREAS while sanctioning the plans concerned competent authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said project land and upon due observance and performance of which only the completion and occupation certificate in respect of the said buildings shall be granted by the concerned local authority. The Promoter has accordingly commenced construction of the said buildings in accordance with the sanctioned plans and carrying on the construction of the said building according to the Development permission, commencement certificate and sanctions dated 13/04/2017.

AND WHEREAS the allottee/s has/have agreed to purchase the said unit based on and going through all the conditions led down by respective competent authorities while sanctioning the Building Plans and Permission and has/have further confirm that all such conditions shall be bound and abided by the allottee/s strictly. But if any conditions, which are contrary to the relevant laws/rules/regulations under which plans have been sanctioned, shall not be binding on the allottee/s and that the allottee/s shall not hold the promoter responsible for such contrary conditions.

AND WHEREAS the allottee/s has/have been shown the conditions of the various documents i.e. the Development Agreements and Supplementary Agreement executed by the land owners who gave the said project land for development to the promoter, contract with the contractors, Architect, Structural Designer etc., contract with the manufacturers, suppliers etc. and workmanship and the quality standards of products, fittings, fixtures etc. which were agreed between promoters and the land owners and on independently verifying the same the allottee/s has/have now agreed to the same and that the allottee/s agree/s to abide by the same, failure of which shall absolve the promoter to that extend.

AND WHEREAS the Allottee/s after having satisfied with the said project has/have expressed his/her/their willingness to purchase the premises of **Flat** bearing No. , having carpet area of Sq. Mtrs. i.e. Sq. Fts. exclusive Terrace Area, Balcony Area, Cupboard, Flower Bed collectively admeasuring Sq. Mtrs. i.e. Sq. Fts. on the **Floor** of the Building No., Wing – “ ” in the said project known as **VRUNDAVAN-I** (**The Carpet Area** means the net useable floor area of the Flat/Apartment/Unit/Shop/Office excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah area and exclusive open terrace area appurtenant to the said Flat/Apartment/Unit/Shop/Office, but includes the area covered by the internal partition walls of the Flat/Apartment/Unit/Shop/Office.) being

constructed on the said project land, which is more particularly described in the **Schedule I** herein under written along with the amenities and common facilities as mentioned in the list of Amenities in the “**Third Schedule**” written here under. The said Flat/Apartment/Unit/Shop/Office is herein after referred to as the “**Said Unit**” and same is shown and marked in the Floor Plan appended hereto as ‘**Annexure – 5**’, hereinafter called and referred to as the “**Said Unit**”. The said unit is more particularly described in the “**Second Schedule**” written here under.

AND WHEREAS as the said Flat/Apartment/Unit/Shop/Office is not yet sold to anybody and the promoter have right to sell the same and THEREFORE relying upon the aforesaid willingness of the Allottee/s, the promoter have agreed to allot and sell to the Allottee/s the said Unit at the prize and on the terms and conditions, covenants, stipulations and provisions herein after appearing.

AND WHEREAS The Allottee/s has/have offered to pay to the Promoter **Rs. - (Rupees Only)** for the transfer of said unit in the name of Allottee/s which the Promoter have accepted upon such terms and conditions as contained in this agreement. Prior to the execution of these present the Allottee/s has/have paid to the Promoter a sum of **Rs. (Rupees Only)** being booking advance/part payment of the unit agreed to be sold by the Promoter to the Allottee/s (the payment and receipt whereof the Promoter doth hereby admit and acknowledge). The Promoter have duly allot/reserve the said unit for the Allottee/s. The Allottee/s has/have agreed to pay to the Promoters the balance amount of the abovementioned consideration of the said unit i.e. **Rs. /- (Rupees Only)** in the manner hereinafter appearing.

AND WHEREAS subject to otherwise agreed, reserved and provided herein, the promoter have agreed to sell and the Allottee/s has/have agreed to purchase the said unit as specified herein above.

AND WHEREAS the promoter in compliance of Section 13(1) of the Real Estate (Regulation and Development) Act, 2016 is required to execute a written Agreement For Sale of the said unit in favour of the Allottee/s, being in fact these presents.

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

1. CONSTRUCTION OF THE PROJECT :-

1.1 The promoter shall construct the said buildings in accordance to the Building Plans, designs and specifications as approved and permission granted by the concerned competent authorities from time to time. So also the promoter can without consent of the Allottee/s, make such minor additions and alterations, which may requisite for the completion of the said project.

1.2 If required, the Promoter can carry out minor modifications as they may be deemed fit. The Promoter shall also be entitled to carry out the amendment to the plan resulting in any addition / alteration to the existing floors due to Floor Space Index (FSI) of the said project land is balance and being available.

2. DESCRIPTION OF UNIT agreed to be sold by the Promoter to the Allottee/s :

2.1 The Allottee/s hereby agree/s to purchase from Promoter and Promoter hereby agree to sell to Allottee/s Flat bearing No., having carpet area of Sq. Mtrs. i.e. Sq. Fts. exclusive Terrace Area, Balcony Area, Cupboard, Flower Bed collectively admeasuring Sq. Mtrs. i.e. Sq. Fts. on the **Floor** of the Building No. , Wing – “ ” in the said project known as **VRUNDAVAN-I** being constructed on the said project land, which is more particularly described in the **SCHEDULE I** herein under written. The said Flat/Apartment/Unit/Shop/Office is herein after referred to as the “**Said Unit**” and

same is more particularly described in the **Second Schedule** written herein under.

- 2.2 The fixtures, fittings and amenities to be provided by Promoter in the said unit are those that are set out in the “**Third Schedule**” written here under. Promoter shall not be obliged to accept or accede to any request from Allottee/s for making any changes in the amenities to be provided by Promoter.

3. CONSIDERATION/PRICE OF THE SAID UNIT :-

- 3.1 The Allottee/s hereby agree/s to purchase from the Promoter and the Promoter hereby agree to sell to the Allottee/s the Unit described in the abovementioned **Clause – 2** and also in the **Third Schedule** herein under for the lumpsum consideration/price of **Rs. /-**including the proportionate price of common areas and the facilities, Society formation charges (herein after mentioned as the “**said consideration**”).
- 3.2 Out of the abovementioned consideration, until execution of this agreement, the Allottee/s has/have paid to the promoter a sum of **Rs.** as the part payment, receipt of which is duly issued by the promoter, which is appended hereto as “**Annexure – 6**” and the Allottee/s hereby agree/s to pay to the promoter the balance amount of **Rs.** in the following manner :-
- i. Amount of **Rs. /-**(not exceeding 30% of total consideration) to be paid by the Allottee/s to the Promoter within 30 days from execution of this agreement.
 - ii. Amount of **Rs. /-**(not exceeding 45% of total consideration) is to be paid by the Allottee/s to the Promoter on completion of the plinth of the building in which the said unit is located.
 - iii. Amount of **Rs. /-**(not exceeding 55% of total consideration) is to be paid by the Allottee/s to the Promoter on completion of the 1st Slab of the building in which the said unit is located.

- iv. Amount of **Rs. /-**(not exceeding 60% of total consideration) is to be paid by the Allottee/s to the Promoter on completion of the 2nd Slab of the building in which the said unit is located.
- v. Amount of **Rs. /-**(not exceeding 65% of total consideration)is to be paid by the Allottee/s to the Promoter on completion of the 3rd Slab of the building in which the said unit is located.
- vi. Amount of **Rs. /-** (not exceeding 70% of total consideration) is to be paid by the Allottee/s to the Promoter on completion of the 4th Slab of the building in which the said unit is located.
- vii. Amount of **Rs. /-**(not exceeding 75% of total consideration) is to be paid by the Allottee/s to the Promoter on completion of the balance Slab of the building in which the said unit is located.
- viii. Amount of **Rs. /-**(not exceeding 80% of total consideration) is to be paid by the Allottee/s to the Promoter on completion brickwork on which the said unit is located.
- ix. Amount of **Rs. /-**(not exceeding 85% of total consideration)is to be paid by the Allottee/s to the Promoter on completion of the external plumbing and external plaster, elevation, terraces of the building in which the said unit is located.
- x. Amount of **Rs. /-**(not exceeding 90% of total consideration) is to be paid by the Allottee/s to the Promoter on completion of the internal plaster of Staircases, Lobbies up to the floor level of the said unit.
- xi. Amount of **Rs. /-** (not exceeding 95% of total consideration)is to be paid by the Allottee/s to the Promoter on completion of the Water pumps, Electrical Fittings, Entrance Lobbies, Electrical & Mechanical requirements and the all requisite works as mentioned in the said agreement, of the building in which the said unit is located.
- xii. Balance amount of **Rs. /-** to be paid by the Allottee/s to the Promoter against and at the time of handing over of the possession

of the said unit to the Allottee/s on or after receipt of Completion Certificate.

3.3 The total price/consideration of the said unit as mentioned above is excludes Taxes consisting of tax paid or payable by the promoter by way of Value Added Tax (VAT), Service Tax, Cess, Goods and Sales Tax (GST) or any other similar taxes which may be levied, in connection with the construction of and carrying out the said project payable by the promoter up to the date of handing over the possession of the said unit to the Allottee/s.

3.4 The total price/consideration is escalation-free, save and except the increases which the Allottee/s hereby agree/s to pay, due to increase on account of the Development Charges payable to the competent authority and/or any other increases in charges which may be levied or imposed by the competent authorities from time to time. The promoter undertake and agree that while raising a demand on the Allottee/s for increase in Development Charges, cost/charges imposed by the competent authorities, the promoter shall enclose the said notification/order/rule/regulation to that effect alongwith the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments. The Promoter may charge the Allottee/s separately for any upgradation/charges specifically requested or approved by the Allottee/s in fittings, fixtures and specifications and any other facilities which have been done on the request of the Allottee/s or approval, but which have not been agreed upon herein or as shown in the website of registered authority.

4. ADDITIONAL CHARGES :-

The Allottee/s shall on or before delivery of possession of the said unit, pay to the Promoter further amount with respect to following account :-

- i. Proportionate share of taxes and other charges/levies in respect of the society.
- ii. Expenses towards water, electric and other utility and services connection charges.

5. MODE OF PAYMENT :-

5.1 All payment shall be made by Allottee/s by drawing cheque/ DD in the name of “ ” and A/c No “**3624612437**” in CENTRAL BANK OF INDIA branch payable at mumbai or other account as Promoter may intimate subsequently to the Allottee/s. Allottee/s shall separately pay the transfer charges, if any, and other statutory dues which may be levied from time to time.

5.2 Allottee/s shall deduct tax at source on the payment made at the prevalent rate, if applicable and furnish a TDS certificate to Promoter within Ten (10) days of such deduction is made.

Provided that the receipt for the payment made shall be issued by Promoter only after the bank instrument is cleared and the funds mentioned therein reaches the abovementioned bank account of the Promoter or in the account as Promoter subsequently intimated to the Allottee/s and the TDS certificate is received by Promoter from Allottee/s.

5.3 Allottee/s will also paid GST as per prevalent rates and rules and regulations through cheque.

6. PAYMENT OF STATUTORY DUES AND TAXES :-

6.1 In addition to the Consideration of said unit as above, the Allottee/s shall pay to the Promoter any statutory Charges i.e. MSEDCL Deposit, water connection charges or any other charges, levy, tax, if any, duty by whatever name called, if made applicable under any law by the government on this transaction for all times to come.

Such payment shall be made by the Allottee/s at the time of making each payment as per the provisions of law. If such liability arises thereafter, then the Allottee/s shall make over such payment to Promoter within Ten (10) days of notice of demand from Promoter.

- 6.2 The valuation report charges and other out of pocket expenses on this transaction shall be borne by the Allottee/s. Further, the Allottee/s shall take immediate steps to get this deed registered under the Registration Act, 1908 by making payment of stamp duty, legal charges and registration charges. Promoter undertakes to make themselves available through authorized representative for purpose of registration at fifteen (15) working days notice from Allottee/s. The Promoter shall not be liable under any law for any delay, laches and/or negligence shown by the Allottee/s in presenting this agreement for registration before the competent authority. The Allottee/s hereby indemnify/ies and shall always keep indemnified the Promoter against any claim, action, judgment, cost, expenses and penalties that may arise on Promoter due to inaction or non compliance of obligation under this Agreement or under any other law.
- 6.3 The Allottee/s indemnify/ies and shall always keep indemnified the Promoter against any payment to be made to the concerned department on account of Taxes, charges, Cess, and all other charges as mentioned herein above, whether in present or in future.

7. NOTICE OF DEMAND :-

- 7.1 The Promoter herein on due date/or on reaching aforesaid construction milestone/stage shall intimate the amount payable as stated above in writing or by digital e-mail to the Allottee/s and the Allottee/s shall make payment of a such due amount to the promoter within Ten (10) days from date of receiving such intimation. The Allottee/s herein specifically agree/s that he/she/they shall pay the aforesaid amount alongwith the Service Tax/ VAT, GST and such

other taxes, cess, charges etc. without any delay alongwith each instalment. But the such notice of demand shall be accompanied by certificate from the project architect certifying the satisfactory completion of the stage of work for which the payment is due.

7.2 The consideration/price overall has been arrived and agreed upon keeping in mind the promise of the Allottee/s to make the payments as mentioned above irrespective of the existing work progress and proposed stage of the construction. The Allottee/s agree/s and understand/s that timely payment of all the above instalments/amount on the respective due dates and any other sum payable under this agreement by the Allottee/s is the essence of this contract/Agreement. Hence constructive and physical possession of the said unit shall be handed over to Allottee/s by Promoter only upon receipt of all the payments mentioned in this agreement.

8. DEFAULT BY ALLOTTEE/S :-

8.1 Following shall deemed to be the default on the part of Allottee/s :-

- i. Default in making timely payment of instalments/amount due as mentioned in this agreement;
- ii. Creating nuisance on the site resulting in danger/damage to the said project and/or said project land and/or threat to life;
- iii. Delay in accepting the possession of the unit within a period of three (3) months of intimation to take possession by Promoter;
- iv. Refusing/delay in taking membership of said society.
- v. Breach of any terms and conditions of this agreement;
- vi. Breach of any law or provisions thereto.
- vii. Obtain forceful occupancy/possession of said unit before receipt of occupation certificate by competent authority and/or before making entire payment payable by the Allottee/s to the promoter under this Agreement.

- 8.2 The Allottee/s shall not be in default if he corrects/ remedies such breach within fifteen (15) days of notice from the Promoter to the Allottee/s as per clause 9.2.

9. TERMINATION OF AGREEMENT :-

- 9.1 On the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings), the Allottee/s agree/s to pay to the Promoter interest at the rates prescribed under the RERA Rules on all the amounts which become due and payable by the Allottee/s to the Promoter under the terms of this Agreement from the date on which the said amount is payable by the Allottee/s to the Promoter till date of actual realization of such amount. However such entitlement of interest shall not be deemed to be a waiver of Promoter's right to terminate this agreement as per the provisions of this agreement.

- 9.2 Without prejudice to the right of the promoter to charge interest in terms of sub clause 9.1 above, on the Allottee/s committing default as per clause 8.1 above and on the Allottee/s committing continuous default even after notice of termination, the Promoter shall at its own discretion, may terminate this Agreement.

Provided that, Promoter shall give another notice of fifteen (15) days in writing to the Allottee/s, by registered post AD at the address provided by the Allottee/s 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/s fail/s to rectify the breach or breaches mentioned by the Promoter within the period of notice, then at the end of such notice period, promoter may terminate this agreement unilaterally.

- 9.3 Upon termination of this agreement as aforesaid, the Promoter shall refund to the Allottee/s the payments made by him till that date (subject to adjustment of 15% of payments received till that date as liquidated damages and service charge) such refund shall be issued within a period of thirty (30) working days of the termination.
- 9.4 The Promoter shall also move for expulsion of the Allottee/s from the membership of the society as per by laws of the society, and submit a copy of termination notice to such society. No separate consent of Allottee/s will be required for such expulsion.
- 9.5 The Promoter is not liable to refund the taxes and other statutory charges collected from the Allottee/s and paid to the concern authorities till the date of termination of the agreement.
- 9.6 The Promoter may at its own option also approach the authority under RERA for seeking appropriate order for cancellation of this agreement.

10. DECLARATION BY THE PROMOTER :-

Promoter hereby declares as follows :-

- 10.1 Promoter hereby agree to observe perform and comply with all the terms, conditions, stipulations and restrictions if any, which have been imposed, by the Competent Authority and the concerned local authorities at the time of sanctioning the plans of the said project or thereafter and shall, before handing over possession of the premises to the Allottee/s, apply to the concerned local authority for completion certificate in respect of the unit and obtain the said certificate as per the provisions of law.
- 10.2 The Promoter will not be liable for any delay caused by 'Maharashtra Electricity Distribution Co. Ltd.' defaulting/ delaying the supply of electricity or due to the Local authority concerned

delaying the supply of permanent 'water connection' or such other service connections necessary for occupying the said unit. The Allottee/s hereby indemnify/ies and shall always keep indemnified the Promoter from any claims made for delay on the above count.

10.3 If any structural defects of workmanship quality or provision of service is discovered then, wherever possible such defects shall be rectified by the Promoter at their own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defects in the manner as provided under the Act. This warranty is applicable only if after occupying the unit, the Allottee/s maintain/s it in the same condition as it was handed over to him/her/them by the Promoter. In case the Allottee/s make/s any changes like shifting of the walls, doors, windows and their grills, bedrooms, kitchen bathrooms, enclosing balconies flower bed, extending rooms, changing floors, plumbing systems, electrical wiring, sanitary systems and fitting, fixing, falls ceiling or doing any work affecting and damaging the columns and/or beams of the building, or damaging the stability of the structure of the building, intentionally or due to negligence, with or without the permission of the competent authority and/or society or association, this warranty shall stand lapsed. Further, in the following cases where the Allottee/s (i) Installs air conditioners on the external walls haphazardly which may destabilize the structure (ii) Allottee/s and/or its tenants load heavy luggage in the lift (iii) Damage any portion of the neighbour's unit or common area by drilling or hammering etc. and (iv) Does not follow the conditions mentioned in the maintenance manual, the aforesaid warranty given by the Promoters shall not be valid.

10.4 The Promoter have granted a perpetual right to way from Village road to S. No. 111/2 through the said project land, which is shown in the layout plan of said project land.

10.5 The promoter hereby declares to form the legal entity as per RERA rules.

11. DECLARATION BY ALLOTTEE/S :-

Allottee/s hereby declare/s as follows :-

11.1 Allottee/s has/have verified the documents including title search report and is satisfied that the Promoter have absolute, clear, developable and marketable title to the said project land so as to enable it to convey the lease of said project land to the society.

11.2 Allottee/s shall not in any case interfere with the development activity undertaken in respect of said project and also more particularly in respect of the said unit.

11.3 Allottee/s is/are eligible and entitled to Purchase the said unit and Allottee/s hereby assure/s, undertake/s and guarantee/s that the Allottee/s shall use the said unit or any part thereof or permit the same to be used for the purpose of permitted use. Allottee/s shall neither claim any exclusive right, title or interest on its proportionate share of undivided common space & amenities provided by the Promoter nor claim any division or sub-division of such common area.

11.4 If Allottee/s wish/es to make a site visit before possession, prior written permission from Promoter is necessary. Promoter shall not be responsible for any accident or mishap that may happen on site either to Allottee/s or to any of his/her/their family members or friends.

11.5 Allottee/s shall make timely payment of the demand raised by Promoter. In case of default in payment, the Allottee/s shall remedy the default within the period prescribed in this agreement. The Allottee/s shall not object to the cancellation of this agreement, if the default continues.

11.6 The Allottee/s shall obtain “No Objection Certificate” and “No Dues Certificate” from Promoter to transfer the right, title and interest in respect of the said unit to third party during course of construction of said project or before possession of said unit to Allottee/s whichever is later. Without obtaining the said certificates any document executed by Allottee/s in the name of third party shall be treated as ‘void-ab-initio’.

11.7 The Allottee/s shall not take objection to the future expansion with regards to the balance FSI in the said project.

12. DATE OF POSSESSION AND FORCE MAJEURE :-

12.1 The Promoter agree and understand that timely delivery of possession of the unit is the essence of the agreement. Subject to receipt of full consideration/total price and dues of the promoter and taxes thereon are paid by the Allottee/s in respect of the said unit, in terms of these presents, the promoter, based on the approved plans and specifications, assure to hand over possession of the said unit on **30 june 2020.**

Provided that the promoter shall be entitled to reasonable extension of time as agreed by and between the Allottee/s and the Promoter for giving possession of the said unit on the aforesaid date, and the same shall not include the period of extension given by the authority for the registration. Further, if the completion of building in which the said unit is located is delayed on account of :-

- i. War, Civil Commotion, Flood, Drought, Fire, Cyclone, Earthquake, Act of God or any calamity by Nature affecting the regular development of the real estate project (Force Majeure).
- ii. Extension of time for giving possession as may be permitted by the Regulatory Authority under Real Estate (Regulation & Development) Act, 2016 for reason where actual work for said project/building in which said unit is located could not be carried by

the promoter as per the sanctioned plan due to specific stay or injunction orders relating to the said project from any Court of law, or Tribunal, Competent Authority, Statutory Authority, High Power Committee etc. or due to the such circumstances as may be decided by the Authority.

12.2 After the Allottee/s has/have fulfilled all his/her/their obligations under this Agreement, if the Promoter fail or neglect to give possession of the said unit to the Allottee/s on account of reasons other than the reasons prescribed in this agreement, then subject to written demand from the Allottee/s and execution of cancellation deed of allotment of said unit, the Promoter shall be liable to refund to the Allottee/s the amounts already received by them against the abovementioned consideration and other dues in respect of the said unit, with simple interest at the rates prescribed under the RERA Rules, from the date the Promoter received such amount till the date the amount and interest accrued thereon is fully repaid/refunded. Provided that until the entire amount and interest thereon is refunded to the Allottee/s by the Promoter, the Allottee/s shall subject to prior encumbrances if any, have a charge on the said unit.

12.3 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/Plot] 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 installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 3.2 herein above. ("Payment Plan").

12.4 Without prejudice to the right of promoter to charge interest in terms of sub clause 5.6 above, on the Allottee committing default in

payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

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

12.6 The Allottee/s shall take possession of the said unit within three (3) months from the date of receipt of Occupancy Certificate in respect of said project. The Allottee/s must pay all outstanding dues including the taxes and other statutory payment before claiming possession of the said unit and also become member of the society by executing relevant documents.

13. RESERVATION FOR CAR PARKING :-

13.1 Allottee/s has informed the promoter that he/she does not require any car parking space in said project. Accordingly, no reservation of car parking is made against said unit.

13.2 Allottee/s undertake/s, assure/s and guarantee/s not to claim any car parking space in said project in future, nor raise any objection to use of car parking by other Allottee/s.

14. CONVEYANCE TO SOCIETY :-

14.1 The charges, costs expenses for conveyance of said project land shall be borne by the Allottee/s in proportion to his/her/their gross usable area and that the Allottee/s shall come forward to accept conveyance of the said land in the name of the society formed by the Promoter. This amount is not included in agreement value and shall be calculated and informed to the members of the society after obtaining Occupancy certificate.

15. SOCIETY MAINTENANCE CHARGES :-

15.1 Commencing a week after notice in writing is given by the Promoter to the Allottee/s that the said unit is ready for use and occupation, irrespective of the Allottee/s taking the possession of the said unit, the Allottee/s shall be liable for proportionate share of outgoings in respect of said project for water charges, insurance, common lights, repairs, salaries, property tax if any, security, sweepers and all other expenses necessary and incidental to the maintenance of the society. Such proportionate share of expense shall be calculated on the basis of area of the said unit plus the additional area attached to the said unit i.e. gross usable area vis a vis total gross usable area of said project.

15.2 The Allottee/s shall pay to the Promoter at the time of possession, an advance maintenance for twelve months aggregating to **3 Rs./Sq.Ft. of total above mentioned area** including bal.,terrace alongwith Service Tax/GST as “common maintenance charges” for the upkeep and maintenance of the said Project/ building. The Allottee/s shall draw cheque/Demand Draft/ Managers’ Cheque.

The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter until the project/building is conveyed to the Society as aforesaid.

15.3 After the formation of the Society, the Allottee/s shall bear and pay monthly maintenance charges directly to the Society.

16. UNSOLD UNITS IN SAID PROJECT :-

16.1 Promoter shall be inducted as a member of said society for all the unsold units of their share upon conveyance of said project land/total land to society.

16.2 Promoter shall be entitled to sell the unsold units in said project without any consent and/or permission of society and the members of society. The prospective Allottee/s of such unsold units shall be inducted by the society as members and no any objection shall be raised either by existing members or by the society.

16.3 Allottee/s or society shall not be entitled to demand any transfer charges for the transfer of unsold unit by the Promoter to prospective Allottee/s.

16.4 Promoter shall also be entitled to car parking reserved for the unsold units and the society or Allottee/s shall not raise any claim, rights etc. on such parking.

16.5 Promoter shall be entitled to mortgage the unsold units of the said project with the financial institutions without any permission/consent and/or NOC from society or the members of society.

16.6 Promoter is entitled to all the rights of being a member of society i.e. right to attend meeting, right to vote in the meeting etc.

17. POST POSSESSION OBLIGATIONS OF ALLOTTEE/S :-

17.1 Allottee/s himself/herself/themselves with intention to bring all persons into whosoever hands the said unit may come, hereby covenant with the Promoter as follows :-

- i. To maintain the said unit at Allottee/s own cost in good tenantable repair condition from the date of possession of the said unit is taken and shall not do or suffered to be done anything in or to the building or to the exterior or elevation of the building in which the said unit is situated, staircase or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the building in which the said unit is situated and the said unit itself or any part thereof.
- ii. Not to store in the said unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said unit is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or caused to be carried heavy packages to upper floors which may damage or are likely to damage the staircases, common passages or any other structure of the building in which the said unit is situated. In case any damage is caused to the building in which the said unit is situated, on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said unit and maintain the said unit in the same conditions, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffering to be done anything in or to the building in which the said unit is situated or the said unit which may be given in the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences

thereof to the concerned local authority and/or other public authority.

- iv. Not to demolish or cause to be demolished the said unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said unit is situated and shall keep the portion/sewers, drains pipes in the said unit and appurtenances thereto in good tenantable repair condition, and in particular, so as to support shelter and protect the other parts of the building in which the said unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC or other structural components in the said unit without the prior written permission of the Promoter and/ or the said society, as the case may be.
- v. Not to do or permit to be done any act or thing which may tender void or voidable any insurance of the said property and the building in which the said unit 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 unit in the compound or any portion of the said property and the building in which the said unit is situated.
- vii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or government and/or other public authority, on account of change of user of the said unit by the Allottee/s.
- viii. Allottee/s shall not let, sub-let transfer, assign or part with his/their interest or benefit obtained under this Agreement or part with the possession of the said unit unless it has obtained a 'No Dues

Certificate' letter from Promoter. The Promoter shall issue such Certificate if all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up and if the Allottee/s has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s has requested in writing to the Promoter. Any transaction of let, sub-let, transfer, assign, sale without obtaining 'No Due Certificate' from Promoter shall be void-ab-initio. The Allottee/s shall obtain such permission from said society after the leasehold right of said land is conveyed to the said society.

- ix. Allottee/s shall observe and follow all the rules and regulations which the said society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the said units therein as also observe and follow the building rules, regulations and bye-laws for the time being, of the concerned local authority, the Government and other public bodies. The Allottee/s shall also observe and follow all the stipulations and conditions laid down by the said society regarding the occupation and use of the said unit 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.
- x. Till a conveyance of said project land and all buildings in the said project is executed the Allottee/s 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 land and buildings or any part thereof to view and examine the state and conditions.

18. REGISTRATION OF THIS AGREEMENT :-

- 18.1 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said unit

unless all amounts as agreed upon in this agreement is paid by the Allottee/s to the Promoter and unless this agreement is duly stamped under the Maharashtra stamp Act and registered under the Registration Act, 1908. The Allottee/s shall have no claim save and except in respect of the said unit hereby agreed to be sold to him/her/them. All open space, parking spaces, lobbies, staircases, terraces, recreation spaces etc. will remain the property of the Promoter until the said project land and the building thereon is conveyed to the said society.

18.2 On payment of the requisite Stamp duty and Registration Fee to the said agreement by the Allottee/s, the Promoter and the Allottee/s have signed the same and same is handed over to the Allottee/s for presenting/lodging the same for registration in the office of the Sub-Registrar of competent jurisdiction, hence the Allottee/s shall present this Agreement at the proper registration office for registration within the stipulated period and on intimation to that effect by the Allottee/s, the Promoter shall attend such office and admit execution thereof.

19. NOTICE :-

19.1 All notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s and the Promoter, by Registered Post A.D. at his/her/their address specified below :-

Address of Allottee/s

Address of Promoter

AND upon handing over of the possession of the said unit to the Allottee/s under this agreement, all the notices on the Allottee/s shall be served at the address of unit handed over to the Allottee/s under this agreement.

19.2 That in case there are Joint Allottee/s all communications shall be sent by the Promoter to the Allottee/s whose name appears first and at the address given by them which shall for all intents and purposes to consider as properly served on all the Allottee/s.

20. UNDERTAKING OF ALLOTTEE/S :-

20.1 The Allottee/s undertake/s hereby give/s his/her/their express consent to the Promoter to raise any loan against the said project land and/or the said buildings under construction i.e. the said project and to mortgage the same with any bank or bankers or any other financial institutions/s or any other party. This consent is on the express understanding that any such loan liability shall be cleared by the Promoter at their own cost and expenses on or before the conveyance of project land in favour of the society.

20.2 It is clearly understood and so agreed by the Allottee/s that all the provisions contained herein and the obligations arising hereunder in respect of said project shall equally be applicable to and enforceable against any subsequent Allottee/s of the said unit, in case of a transfer, as the said obligations go along with the said unit for all intents and purposes.

21. WAIVER NOT A LIMITATION TO ENFORCE :-

21.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee/s in delay in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee/s that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottee/s.

21.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

21.3 Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee/s by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee/s nor shall the same in any manner prejudice the rights of the Promoter.

22. 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.

23. MATERIAL ADVERSE CHANGE/ CONDITION :-

In case of material adverse change in any of the parameters in the said project the parties hereto shall try and amicably modify, alter, settle the matter within themselves.

24. COMPLIANCE OF LAWS RELATING TO REMITTANCES :-

24.1 The Allottee/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee/s understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

24.2 The Promoter accepts no responsibility in this regard. The Allottee/s shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not

be responsible towards any third party making payment/remittances on behalf of any Allottee/s and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee/s only.

25. SEVERABILITY :-

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

26. 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.

27. 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.

28. ENTIRE AGREEMENT :-

This Agreement, along with its schedules, 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 unit, as the case may be.

29. JURISDICTION :-

All disputes concerning this agreement shall be subject to the jurisdiction of courts in Mumbai.

30. RIGHT TO AMEND :-

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

- : ABOVE REFERRED SCHEDULE – I :-

All that piece and parcel of land and ground being, lying and situate at revenue village DEVRUNG, Taluka BHIWANDI, District THANE and within the Division and District THANE Sub-Division and Taluka BHIWANDI and outside the limits of the BHIWANDI Municipal Council and within the limits of Zilla Parishad Raigad and Panchayat Samiti - BHIWANDI and within the registration jurisdiction of Sub-Registrar Of Assurances,BHIWANDI and described in the revenue record as follows :-

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-: The First Schedule :-

The premises of the Flat/Apartment/ Unit/Shop/Office bearing No., having carpet area of Sq. Mtrs. i.e. Sq. Fts. exclusive Terrace Area, Balcony Area, Cupboard, Flower Bed collectively admeasuring Sq. Mtrs. i.e. Sq. Fts. on the **Floor** of the Building No., Wing – “ ” in the said project known as VRUNDAVAN - I being constructed on the properties described in the **Schedule I** herein above written.

-: The Third Schedule :-

List of Amenities to be provided as per the said Agreement

- 1. FLOORING : Flooring in all rooms.
- 2. DOORS : Designed main door with hardware fittings on all doors.
- 3. KITCHEN : Green Marble Kitchen Platform with S. S. Sink.
- 4. WINDOWS : Marble window sill in all windows with Aluminum sliding windows.
- 5. ELECTRIFICATION : Sufficient electric points with concealed copper wiring with switches.
- 6. PLUMBING : Concealed plumbing in bathroom with CP fittings.
- 7. W. C. & BATH : Wall tiles in W. C. & Bath up to Beam bottom.
- 8. PAINTING : O.B.D. on the internal Walls and Cement Paint on the external walls.
- 9. ENTRANCE : Decorative entrance lobby.

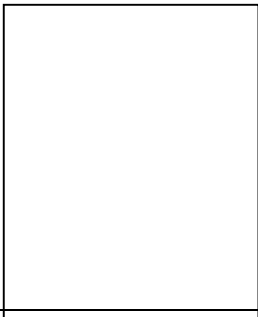
IN WITNESS WHEREOF the parties hereinabove named have set their respective hands and signed this Agreement for sale at **BHIWANDI** in the presence of attesting witnesses, on the day first herein above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED Promoter
:-SIGNED, SEALED AND DELIVERED

By the within named **VENDORS/DEVELOPERS**
M/s. SHREE VASTUCREATION DEVELOPERS
(PAN No.)

a registered Partnership Firm Through it's partners

MR. VIJAY PANDURANG NIKAM



**SIGNED AND DELIVERED BY
THE WITHIN NAMED Allottee/s :-**

Mrs.

(Pan No. _____)



At_____ on_____

in the presence of :

1. _____

2. _____

RECEIPT

I/We the undersigned partner/s of of **M/s. SHREE VASTUCREATION DEVELOPERS**, a Registered Partnership Firm, (Pan No.) registered under the provisions of the Indian Partnership Act, 1932, having its office at : SHOP NO 2,SUNDARAM VILLA CHS,VALLIPEER MARG,BHANU NAGAR,KALYAN (W)-421301, the Promoter herein say that I/we have received an amount of **Rs. /- (Rupees Only)** from **Mr.**, the Allottee/s herein towards the booking amount/advance payment/part payment out of the total consideration/price amount mentioned in the TERM No. 2 of the said agreement in the following manner :

Amount Rs.=Ps.	Cheque/DD No.	Date	Name of the Bank

Hence this receipt is issued subject to the realization of the above mentioned cheque/s.

Panvel
Date : / /2017.

I/We say Received Rs. /- .

Witnesses :

MR. VIJAY PANDURANG NIKAM
Partners of
M/s.SHREE VASTUCREATION DEVELOPERS,
registered partnership firm