

Date:- _____

To,

MR./MRS _____

SUBJECT: PROVISIONAL ALLOTMENT OF FLAT

Madam/Sir,

This is to state that you are allotted Flat/Villa No. ____ on ____ floor in _____ area admeasuring ____ sq. meters carpet, in the project known as **“Benchmark Green”** being constructed on that piece of land bearing **Gut No. 258, Old Survey No. 109/3**, admeasuring **7200 Sq.Mtrs.**, lying, being and situate at village Vangani, Tal. Ambernath, Dist. Thane, within the limits of Vangani Grampanchayat, (hereinafter referred to as "the said premises") for the consideration of **Rs. __/-(Rupees _____ Only)**

The payment schedule shall be drawn in the sale agreement and the purchaser/s agrees to make the payment to the promoters strictly as per schedules mentioned in such sale agreement

You are also liable and responsible to pay the requisite service tax, value added tax, GST, local body tax and other levies as may be levied by the central government, state government and semi-government authorities and on payment of the above sale consideration and above amounts the possession of the flat will be handed over to you.

It is further informed to you that this offer of allotment is valid only till Execution of sale agreement and it will not amount to sale of the said flat till necessary sale agreement in pursuance of the provisions of Maharashtra Act 2016 and Maharashtra Ownership Flat Act, 1963 is duly executed and if there is any delay in payment of consideration then this allotment will stand cancelled and the monies paid by you will be returned to you as per the provisions of Maharashtra Act 2016 and rules made there under.

Thanking You,

For M/S. BENCHMARK EMPIRE

Authorized Signatory

AGREEMENT FOR SALE

THIS ARTICLES OF AGREEMENT is made at Vangani, Amberanath this _____ day of _____ **2017** BETWEEN **M/S. BENCH MARK EMPIRE**, a partnership firm, duly registered under Indian Partnership act, having office at Shop No. 001, R Plaza, Near Railway Station, Post Vangani, Tal. Ambernath, Dist. Thane, hereinafter referred to as the "**THE BUILDER/DEVELOPER**", (which expression shall unless it be repugnant to the context or meaning hereof be deemed to include his/her/their heirs, executors, administrators and permitted assigns) of ONE PART.

.AND.

Mr./Mrs/M/s. _____, **Age** ____
years, Occupation _____, **PAN-**_____

Mr./Mrs/M/s. _____, **Age** ____
years, Occupation _____, **PAN-**_____

Residing at _____
 _____,

hereinafter called "**THE PURCHASER/S**" (which expression shall unless it be repugnant to the context or meaning hereof be deemed to include his/her/their heirs, executors, administrators and permitted assigns) of the Second Part.

The Purchaser whether singular or plural, masculine or feminine, Partnership Firm, Body Corporate or any other association of people for the sake of brevity is referred to as the Purchaser as singular masculine;

WHEREAS By an **‘Deed of Conveyance’** duly registered at Joint sub-registrar **Ulhasnagar-2** on **24/02/2014** under **Sr.No.UHN2-2215-2014**, and Receipt No. **18063**, **MR.RAHUL RAMESH SHELAR** purchased the piece and parcel of land from **SMT. RUBINA GULZAR SHAIKH & KUM. RIHAN GULZAR SHAIKH** for proper consideration , bearing **Gut No. 258, Old Survey No. 109/3, admeasuring 0 He-72 Aar- 0 Prati (7200 Sq.Mtr.) Asst. 4 Rs. 48.Paise**, situated at **Village Vangani, Taluka Ambernath, Dist. Thane**, (Herein after referred as the said land) more particularly described in the schedule hereunder given and vide **Mutation Entry No. 1774** said land has been transferred in the name of **MR.RAHUL RAMESH SHELAR** on the records of rights of 7/12 extract of said land.

AND WHEREAS vide **‘Development Agreement’** duly registered at Joint Sub Registrar Ulhasnagar on **dt.24/05/2017 Under Sr. No. 6002-2017** abovesaid **MR.RAHUL RAMESH SHELAR**, assigned development rights in respect of the said land to above named builder **M/S. BENCH MARK EMPIRE**.

AND WHEREAS Builder has planned to develop the said land by constructing Villas, Row Houses, Flats, Buildings, on the said land, and hence applied for N.A. and Non Agricultural and N.A. permission from concerned authority, and was obtained vide letter bearing Ref. No._____ dt._____

AND WHEREAS Advocate **SUCHITA S. KHOLAM** has verified the relevant documents of title of the said land and issued a Title Certificate in respect thereof.

AND WHEREAS The Builder has proposed to construct Villas, Row House, Flats, having **Total _____ Units** in the building/s to be constructed on the said plot.

AND WHEREAS the builder has entered into a standard agreement with an Architect registered with council of Architects and such agreement is as per the agreement prescribed by the Council of Architects and the Builder accepts the professional supervision of the said Architect till the completion of the building/s.

AND WHEREAS While granting the Development Permission and commencement Certificate the authority has laid down certain terms, conditions and stipulations to be performed by the Builder while developing the said land and upon due observance and performance of which only completion and/or the Occupancy Certificate in respect of the building/s shall be granted.

AND WHEREAS The Builder has accordingly commenced the Development of said land and/or construction's of building/s thereon.

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ No _____; (authenticated copy is Annexure hereto);

AND WHEREAS The Builder has exclusive rights to allot, sale and transfer the Villas, Row House, Flat/Unit in the buildings to be constructed on the said land and to enter into Agreement with the Purchaser/s of the Units and to receive the sale price in respect thereof.

AND WHEREAS the Purchaser/s approached to the builder with a request to allot a Villa, Row House/Flat in the building/s being constructed on the said land.

AND WHEREAS THE BUILDER at the demand of the purchaser/s has given, to the PURCHASER/S inspection of the title deeds, The Plans/Designs and Specifications, Certificate of Title issued by Advocate and all other relevant documents, letters, papers and writings etc. as required under provisions of the Maharashtra Ownership Flats (Regulations of the promotions of construction sale, Management and Transfer) Act 1963 & Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Acts") and the Rules and Regulations made there under.

AND WHEREAS The Purchaser/s has examined the forgoing documents, plans, Certificate of Title and all other relevant documents, letters, papers and writings etc. and got satisfied himself/ herself/ themselves.

AND WHEREAS The PURCHASER/S has/have requested the Builder to allot a **Villa/Row House/Flat bearing No. _____, on the _____ Floor admeasuring**

_____ Sq.Mtr., Carpet area, in the Complex known as, '_____', constructed on Gut No. 258, Old Survey No. 109/3, at Village Vangani, Taluka Ambarnath, Dist. Thane (herein after referred as 'The said premise').

AND WHEREAS the carpet area of the said Unit is _____ Square Meters and "Carpet Area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal walls of the Flat/apartment/Villa.

AND WHEREAS The Allotees agreed to pay price/ consideration in respect of the said flat/Unit/premise/Villa in accordance with the provisions of the Maharashtra Ownership Flats (Regulation of Promotions of construction, sale, Management and Transfer) Act 1963 & Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "The said Acts") and the rules framed there under including the model form of Agreement prescribed therein.

AND WHEREAS THE PROMOTER expects to complete the construction by **31st December 20** or by such further date as may be necessary in the event of any unforeseen circumstances beyond the control of the Promoter.

AND WHEREAS THE PROMOTER have agreed to provide/procure the Fittings, Fixtures, facilities and Amenities to the Allottee as set out in the SECOND SCHEDULE hereunder written subject to the provisions of this Agreement.

AND WHEREAS The Allottee has examined the approvals of the Building/s Floor plan, the nature and quality of construction and fittings, fixtures, facilities and amenities provided or to be provided thereto as per the general specifications stated in the **SECOND SCHEDULE** hereunder written.

AND WHEREAS Under Section-4 of the Maharashtra Ownership Flat Act 2012, & under section 13 of Real Estate (Regulation and Development) Act 2016 the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement

under the Registration Act, 1908.

AND WHEREAS In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Flat/Unit/Villa.

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

1. The Promoter shall construct Villas/ buildings on the said Plot In accordance with the Plans, Designs, and specifications as have been approved by the Concerned Authority, with such variations and modifications as he may consider necessary or as may be required by the Concerned Authorities. Provided that the Promoter shall have to obtain prior consent, in writing, of the Allottee in respect of such variations or modifications which may adversely affect the buyer except any alteration or addition required by any Government authorities or due to change in law.
- a. The Promoter shall sell and the Allottee shall purchase the said Flat/Villa together with proportionate share and interest in undivided common areas, which is inclusive of area of lofts, common premises, passages, Staircases, etc. and amenities and facilities appurtenant thereto, for a sale - price of **Rs._____/- (Rupees _____ Only)** payable in a manner as herein after appearing:-
 - (i) The Allottee shall pay a sum of **Rs._____/- (Rupees _____ Only)**, as Advance and Part Payment, on or before execution hereof. The payment and receipt whereof the Promoter doth hereby admit and acknowledge.
 - (ii) The Purchase/s shall pay the balance amount as per schedule as under.

PAYMENT SCHEDULE

<u>STAGES OF PAYMENT</u>		
STAGE OF WORK	AMOUNT	
	IN PERCENTAGE	
	Executive villas	Premium Villas
SUBMISSION OF APPLICATION	RS.21000	Rs.21000
BOOKING CONFIRMING WITHIN 3 DAYS	RS.51000	Rs.51000
21 DAYS AFTER BOOKING	10.00%	10.00%
45 DAYS AFTER BOOKING		
AT TIME OF ALLOTMENT LETTER	10.00%	10.00%
ON COMPLETION OF PLINTH	15.00%	15.00%
ON COMPLETION OF BRICK WORK	15.00%	15.00%
ON COMPLETION OF TERRACE WORK & ROOFING WORK	15.00%	15.00%
ON COMPLETION OF PLASTERING WORK	15.00%	15.00%
ON COMPLETION OF ELECTRICAL AND WATERSUPPLY WORK	10.00%	10.00%
ON COMPLETION OF FINISHING WORK	5.00%	5.00%
ON POSSESSION	5.00%	5.00%

The payment, in accordance with the progress of the work, as stated in the scheduled hereto above, shall be the essence of the contract.

- 1.2 The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and 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 Flat/Villa.
- 1.3 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
- 1.4 The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments @ _____% per annum for the period by which the respective installment has been proponed the provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.5 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Buildings/Villa 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.

- 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 Units.
- 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 [Flat/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 instalment 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. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is _____ square meters only and Promoter has planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

- 4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Units 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 Real Estate (Regulation and Development) Act 2016 and Rule there under, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.
- 4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of installments, 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.

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 Schedule, annexed hereto.

6. The Promoter shall give possession of the Unit to the Allottee on or before _____. 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 may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

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

- 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/Flat], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Flat] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

- 7.2 The Allottee shall take possession of the 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/Flat/Unit]:** Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the [Apartment/Flat/Unit] 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/Flat/Unit] to the allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 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/Villa 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 are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee 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 Unit or any part thereof or permit the same to be used only for purpose of residence. He shall use the parking space, if any only for purpose of keeping or parking his own vehicles.
9. The Allottee along with other allottee(s) of Units 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 bye-laws 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.

- 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 Co-op Society, as aforesaid, cause to be transferred to the Co-op Society 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 buildings/Villas are constructed.
- 9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment/villa 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 _____ for deposits of electrical receiving and Sub Station provided in Layout
11. The Allottee shall pay to the Promoter a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows :-

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with

respect to the project land, including the Project and the said [Apartment/Flat] 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/Flat] 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.
14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands over the Apartment/unit may come, hereby covenants with the Promoter as follows :-
- i. To maintain the Apartment/unit at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

- ii. Not to store in the Apartment/Units 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/Villa 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/Units 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/Villa 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, Partis 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/Villa 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 buildings/Villas in which Apartment/Villa is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said 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 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.
15. 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.
 16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments 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.
 17. 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/Units] 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/Flat/Unit].

18. 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.

19. 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/Flat/building, as the case may be.

20. RIGHT TO AMEND

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE /
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/Flat], in case of a transfer, as the said obligations go along with the [Apartment/Flat/Unit] for all intents and purposes.

22. SEVERABILITY

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

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee 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/Flat] to the total carpet area of all the [Apartments/Plots] in the Project.

24. FURTHER ASSURANCES

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

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Ulhasnagar 2.

26. 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.
27. 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: _____

Promoter Name :-

M/S. BENCH MARK EMPIRE

Having address at :- Shop No. 001, R Plaza,

Near Railway Station, At Post Vangani,

Tal. Ambernath, Dist. Thane.

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.

28. JOINT ALLOTTEES

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

29. Stamp Duty and Registration :- The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee.

30. 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, there under.

31. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Amberanth, Dist. Thane courts will have the jurisdiction for this Agreement.

SCHEDULE -I **SCHEDULE OF LAND**

All that piece or parcel of land bearing **Gut No. 258, Old Survey No. 109/3, admeasuring 0 He-72 Aar- 0 Prati (7200 Sq.Mtr.) Asst. 4 Rs. 48.Paise, situated at Village Vangani, Taluka Ambernath, Dist. Thane** and bounded as follows :

THAT IS TO SAY:-

On the North by	:	Property of Mr.Vishwnath Shelar & Family
On the South by	:	Z. P. Road.
On the East by	:	Z. P. Road.
On the West by	:	Property of Mr.Tatu Kambri & Family.

SCHEDULE-II
SCHEDULE OF Premises

**Row House/Flat bearing No. _____, on the _____ Floor
admeasuring _____ Sq.Mtr., Carpet area, in the complex
situated on the Gut No. 258, Old Survey No. 109/3, at Village
Vangani, Taluka Ambernath, Dist. Thane.**

SCHEDULE-III
AMENITIES

COMMON AMENITIES

- 1) Internal roads with common parking
- 2) Main Gate with security cabin
- 3) Boundary fencing to plot.
- 4) Water supply system with storage.
- 5) Sanitation System.
- 6) Play Ground with outdoor game zone.
- 7) Nana-Nani sitting katta.
- 8) Small Temple.
- 9) Internal lighting system
- 10) Row House and villa in lock and Key level

Individual Amenities For Unit

- 1) Unit with proper design and drawing of architecture and project consultant of project.
- 2) All civil, electrical water and sanitary supply items with branded fittings (ISI Marks).
- 3) Kitchen with Marble Platform etc.,
- 4) Internal Electrical layout with fittings (ISI Marks) etc.
- 5) Living Room with fittings and fixtures.
- 6) Bed Room with fittings and fixtures.
- 7) Toilet and bath facility with fittings.

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

SIGNED SEALED AND DELIVERED)
By the within named THE BUILDER)
M/S. BENCH MARK EMPIRE)
Through its Partner Mr. _____)
)
In the presence of.....)
1)
2)

SIGNED SEALED AND DELIVERED)
By the within named PURCHASER/S)

MR/MRS. _____)
MR/MRS. _____)

In the presence of.....)
1)
2)

R E C E I P T

RECEIVED a sum of **Rs.**_____/- (**Rupees**
_____ **Only**) from the
purchaser/s **MR.**_____ , being the
part payment and advance in respect sale of Flat/Villa as agreed as
agreement.

MODE OF PAYMENT

Amount	Cheque No.	Date	Bank

I SAY RECEIVED

M/S. BENCH MARK EMPIRE
(Builder)

Witnesses

- 1)
- 2)