

**ALLOTMENT LETTER**

Date:- \_\_\_\_\_

To,  
MR./MRS \_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_**SUBJECT : PROVISIONAL ALLOTMENT OF FLAT****Madam/Sir,**

This is to state that you are allotted **Flat/Shop/ No. \_\_\_\_\_ on \_\_\_\_\_ floor, Wing \_\_\_\_\_ building known as “GALAXY TRISHA APARTMENT ” which is to have Total carpet area of \_\_\_\_\_ Sq. Mtrs.** (Survey No 27, Hissa No 2, C.T.S. No.68/1, admeasuring totally about 940 sq. mtrs at Village Kohoj-Khuntavali , Ambernath(W), Taluka Ambernath, Dist Thane (hereinafter referred to as "the said premises") for the consideration of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only).

The payment schedule and other terms and conditions of sale of flat/shop shall be drawn in the sale agreement and the purchaser agrees to comply with such terms and conditions and make the payment to the promoters strictly as per schedules mentioned in such sale agreement.

You are also liable and responsible to pay the 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 MAHARERA Act 2016 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 MAHARERA Act 2016 and rules made there under.

**Thanking You,  
SHREE GANESH DEVELOPERS**

\_\_\_\_\_  
**1) MR. SHASHIKUMAR M NAIR**  
PARTNER

AGREEMENT FOR SALE

THIS ARTICLE OF AGREEMENT MADE AT AMBERNATH, TALUKA AMBERNATH THIS .....DAY OF.....2017.

BETWEEN

**M/S SHREE GANESH DEVELOPERS** a firm registered under the Indian Partnership Act, 1935, (PAN NO.ACMFS6000Q) through its partner SHRI SHASHI NAIR, adult aged about 65 years and having its registered office at Ganesh Krupa, Navare Park, Ambernath(W), Tal. Ambarnath, Dist. Thane, M.S., hereinafter referred to as the **OWNERS/DEVELOPERS/VENDORS** (which term and expression shall unless it is repugnant to the context or meaning thereof shall mean and include its present partners, their heirs' executors, administrators, and assignees) PARTY OF THE FIRST PART.

AND

1) Shri .  
/Smt. \_\_\_\_\_  
\_\_\_\_\_ adult, aged about \_\_\_\_\_years, Occupation-  
\_\_\_\_\_, Residing at  
\_\_\_\_\_

2) Shri . /Smt.  
\_\_\_\_\_  
adult, aged about \_\_\_\_\_years, Occupation-  
\_\_\_\_\_, Residing at  
\_\_\_\_\_

Hereinafter called and referred to as the PURCHASER/S (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her/their respective heirs, executors, administrators and assign) the PARTY OF THE SECOND PART.

WHEREAS Shri Sriram Kashinath Navare and other was seized and possessed of and/or well and sufficiently entitled to all that piece and parcel of land

converted to Non Agricultural land bearing "Survey No 27, Hissa No 2, C.T.S. No.68/1, admeasuring totally about 940 sq. mtrs at Village Kohoj-Khuntavali , Ambernath(W), Taluka Ambernath, Dist Thane within the limits of Ambernath Municipal Council, hereinafter for the sake of brevity alled and referred to as "THE SAID PROPERTY".AND WHEREAS by an registered Development Agreement dated 11/02/2013, duly registered with Sub-Registrar of Assurance, Ulhasnagar-3, under Serial No. 891 of dated 11/02/2013 executed by and between (1) Shri Sriram Kashinath Navare and Others AND **M/S Shree Ganesh Devevlopers** , through its Partners (1)Shri SHRI SHASHI NAIR, (2) MR.JAMIL AHMED MOHD.AKHTAR SHAIKH , as 'Developers' development rights of the said property being granted and assigned in favour of the developers herein for the consideration and on the terms and conditions more particularly mentioned therein.

AND WHEREAS the said Shri Sriram Kashinath Navare and Others further executed the necessary power of Attorney in favour of Partners of **M/S SHREE GANESH DEVELOPERS** which is also registered at the office of Sub-Registrar of Assurances, Ulhasnagar-3 under Serival No. 892 dated 11/02/2013, for the purpose of development of the property.

AND WHREAS necessary building construction plan and permission bearing no. ANP/NRV/B.P/14-15/587/8398/60, Dated 02/09/2014 & ANP/NRV/B.P/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_, Dated \_\_\_\_/08/2017 have been obtained by the DEVELOPERS/PROMOTERS from the AMBERNATH MUNICIPAL COUNCIL to develop the said property,& has proposed to construct 1 nos of building having stilt& gr + 5 floors on the terms and condition more particularly mentioned therein.

ANDWHERE AS the Purchaser is offered Flat bearing No. \_\_\_\_\_ on the floor, in the \_\_\_\_\_ wing of the Building known as GALAXY TRISHA APARTMENT by the Promoter

AND WHEREAS the Promoter has entered into a standard Agreement with Mr Vinod S Navare Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoter has registered the Project under the provisions of the ..... Act with the Real Estate Regulatory Authority at no ..... copy is attached in Annexure F authenticated.

AND WHEREAS the Promoter has appointed a structural Engineer Mr. Atul Kutadkar for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS by virtue of the Development Agreement/Power of Attorney the Promoter has sole and exclusive right to sell the Flats in the said building to be constructed by the Promoter on the project land and to enter into Agreement/s with the Purchaser/s of the Apartment to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the Purchaser/s, the Promoter has given inspection to the Purchaser/s of all the documents of title relating to the project land and the plans, designs and

specifications prepared by the Promoter's Architects  
 M/r Vinod S Navare of  
 such other documents as are specified under the Real Estate (Re-  
 gulation and Development) Act 2016 (hereinafter  
 referred to as "the said Act") and the Rules and Regulations made  
 thereunder;

AND WHEREAS the authenticated copies of  
 Certificate of Title issued by the G.Z. Badole  
 , advocate of the Promoter, authenticated copies of Property  
 card, 7/12 extract , N.A. Order , Floor plans and  
 other relevant revenue records showing the nature  
 of the title of the Promoter to the  
 project land on which the Building is constructed have  
 been annexed hereto and marked as Annexure 'A' and  
 'B', respectively.

AND WHEREAS  
 the authenticated copies of the plans of the Layout as approved  
 by the City Survey Department of Ambarnath  
 Taluka/concern Authority have been annexed hereto and  
 marked as Annexure C-1.

AND WHEREAS  
 the authenticated copies of the plans of the Layout as proposed  
 by the Promoter and according to which the construction  
 of the buildings and open spaces are proposed to be provided  
 for on the said project have been annexed hereto and marked as  
 Annexure C-2,

AND WHEREAS the  
 authenticated copies of the plans and specifications of the  
 Building  
 agreed to be purchased by the Purchaser/s, as sanctioned  
 and approved by the Ambarnath Municipal Council  
 have been annexed and marked as Annexure D

ANDWHEREAS the Promoter has got approvals from the Town Planning Department of Ambarnath Municipal Council Ambarnath to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building

ANDWHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

ANDWHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

**AND WHEREAS the Purchaser/s has applied to the promoter for allotment of Flat No.....on.....Floor in the building known as GALAXY TRISHA APARTMENT.**

ANDWHEREAS the carpet area of the said Flat is \_square fts equal to \_\_\_\_\_ sq.meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under service shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Purchaser/s or veranda area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchaser/s, but includes the area covered by the internal partition wall of the apartment.

ANDWHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully

abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS, prior to the execution of these presents the Purchaser/s, has paid to the Promoter a sum of Rs. .... (Rupees ..... ) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Purchaser/s, as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS the promoter has registered the Project under the provision of the real estate (REGULATION AND REDEVELOPMENT) Act 2016, with the real Estate Regulatory Authority at No. ....

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Purchaser being in fact these presents and also to register said Agreement under the Registration Act, 1908

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Purchaser hereby agrees to purchase the (Apartment/Plot) and the garage /covered parking (if applicable)

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

The Promoters shall construct the said building/s consisting of.....basement and ground/stilt,/..... podiums, and.....upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

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

1.a (i)

The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser Apartment No.....of the type.....of carpet area measuring.....sq. metres on.....floor in the building /wing (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of Rs.....including Rs.....being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).



(ii)

The Purchaser/ she hereby agree to purchase from the Promoter and the Promoter hereby agree to sell to the Purchaser  
garage/flat  
bearing Nos. \_\_\_\_\_ situated at Basement and/or stilt and/or podium being  
constructed in the layout for the consideration of  
Rs. .... /-

(iii)

The Purchaser hereby agree to purchase from the Promoter and the Promoter hereby  
agree to sell to the Purchaser covered parking spaces  
bearing Nos. \_\_\_\_\_ situated at Basement and/or stilt and/or  
podium being  
constructed in the layout for the consideration of Rs. ....

1 (b)

The total aggregate consideration amount for the apartment including garages/covered parking spaces is thus Rs. \_/-

1 (c) The Purchaser/s has paid on or before execution of this agreement a sum of  
Rs. .... ( .....  
..... Only)

(10% of the total consideration) as advance payment or application fee and hereby agree to pay to that  
Promoter the balance amount of Rs  
..... (  
Rupees .....)  
in the following manner:-

- i) Amount of Rs. .... /-  
( .....  
..... ) (20% of the total consideration) to be paid to the Promoter after the execution of Agreement  
ii. Amount of Rs. .... /-  
( .....  
..... ) (15% of

thetotalconsideration)tobepaidtothePromoter oncomp  
letion ofthePlinthofthe buildingorwingin  
whichthesaidApartmentislocated.

iii.AmountofRs...../-  
(.....  
.....) (25%ofthetotalconsideration) to  
bepaidtothePromoter oncompletionoftheslabs  
includingpodiums andstilts of thebuildingor  
winginwhichthesaidApartmentislocated.

iv. AmountofRs...../-  
(.....  
.....) (5%ofthetotalconsideration) tobe  
paidtothe Promoter oncompletionof  
thewalls, internalplaster, floorings doorsandwindowsof  
thesaidApartment.

v. AmountofRs...../-  
(.....  
.....) (5%  
ofthetotalconsideration) tobepaidtothePromoter onco  
mpletionofthe Sanitaryfittings, staircases, lift  
wells, lobbiesuptothefloorlevelof thesaid  
Apartment.

vi. AmountofRs...../-  
(.....  
.....) (5%of  
thetotalconsideration) tobepaidtothePromoter oncomp  
letion oftheexternal plumbingandexternal  
plaster, elevation, terraceswith  
waterproofing, ofthebuildingor wingin which  
thesaidApartmentislocated..

vii. AmountofRs...../-  
(.....  
.....) (10%  
ofthetotalconsideration) tobepaidtothePromoter onco  
mpletion ofthelifts, water pumps, electrical  
fittings, electro, mechanicalandenvironment

requirements, entrance lobby/s,  
plinth protection, paving of areas appertain and all other requirements as may  
be prescribed in the Agreement of sale of the building or wing in  
which the said Apartment is located.

viii. Balance Amount  
of Rs...../-  
(.....  
.....) (5% of the total consideration) against and at the  
time of handing over of the possession of the Apartment to  
the Purchaser on or after receipt of occupancy  
certificate or completion certificate.

1 (d)

The Total Price above excludes Taxes (consisting of tax paid or  
payable by the  
Promoter by way of Value Added Tax, Service Tax, and Cess ,  
GST, or any others 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.

1 (e)

The Total Price is escalation-free, save and  
except escalations/increases, due to  
increase on account of development charges payable to the competent  
authority and/or  
any other increase in charges which may be levied or imposed  
by the competent  
authority Local Bodies/Government from time to time. The Promoter  
undertakes and

agrees that while raising a demand on the Purchaser 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 Purchaser which shall only be applicable on subsequent payments.

1 (f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser by discounting such early payments as per the prevailing balance interest per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebates shall not be subject to any revision/withdrawal, once granted to a Purchaser by the Promoter.

1 (g) The Promoters shall confirm the final carpet area that has been agreed to sell to the Purchaser after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of floor 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 the Promoters shall refund the excess money paid by the Purchaser within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to the Purchaser, the Promoter shall demand an additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1 (a) of this Agreement.

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

Note: Each of the installments mentioned in the subclause (ii) and (iii) shall be further subdivided into multiple installments linked to number of basements/podiums/floors in case of multi-storied building/wing.

## 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 Purchaser obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

Time is essence for the Promoter as well as the Purchaser. The Promoter shall abide by the time schedule for completing the project and handing over the Flat to the Purchaser and the common area to the association of the Purchaser after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous

completion of construction  
by the Promoter as provided in clause 1  
(c) herein above. ("Payment Plan").

2.2 Time is of the essence for the Promoter as well as  
the Purchaser. The Promoter shall abide by  
the time schedule for completing the project  
and handing over the Flat to the Purchaser  
and the common area to the association of the Purchaser  
after receiving the occupancy certificate or the  
completion certificate or both, as the case may  
be.

Similarly, the Purchaser shall make timely payment 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 1  
(c) herein above. ("Payment Plan").

3.

The Promoter hereby declares that the Floor Space Index available 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 premium 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 Purchaser has agreed

to purchase the said Apartment based on the proposed construction and sale of Flat 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 Flat to the Purchaser, the Promoter agrees to pay to the Purchaser who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which becomes due and payable by the Purchaser to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser (s) to the Promoter.

- 4.2 Without prejudice to the right of promoter to charge interest in terms of subclause 4.1 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three default 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 Purchaser by Registered Post at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, of his intention to

terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoters shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Purchaser (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 installment of sale consideration of the Apartment which may till then have been paid by the Purchaser 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 Annexure 'E', annexed hereto.

6. The Promoter shall give possession of the Flat to the Flat on or before ..... day of ..... 20If the Promoter fails or neglects to give possession of the Apartment to the Purchaser 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 Purchaser the amounts already received by him in respect of the Apartment with interest at the same rate as may be 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 a reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of-

(i) 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 Applicant, shall offer in writing the possession of the Flat, to the Purchaser/s 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 Flat to the Purchaser/s. The Promoter agrees and undertake to indemnify the Purchaser/s in case of failure or fulfillment of any of the provisions, formalities, documentation

on part of the Promoter. The Purchaser/s agree(s) to pay the maintenance charges as determined by the Promoter or association of

Purchaser/s as the case may be. The Promoter on its behalf shall offer the possession to the Purchaser/s in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Purchaser/s shall take possession of the Apartment within 15 days of the written notice from the promoter to

the Purchaser/s intimating that the  
said Apartments are ready for use and occupancy.

### 7.3 **Failure of Purchaser/s to take Possession of Flat:**

Upon receiving a written  
intimation from the Promoter as per clause 8.1, the Purch  
aser/s shall take possession of  
the Flat from the Promoter by executing necessary indemn  
ities, undertakings and such other documentation  
as prescribed in this Agreement, and the  
Promoter shall give possession of the  
Flat to the Purchaser/s. In case the  
Purchaser/s fail to take possession within the time pro  
vided in clause 8.1 such Purchaser/s  
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 ov  
er the Apartment to the Purchaser/s  
the Purchaser/s bring to the notice of the Promoter  
any structural defect in the Apartment  
or the building in which the Apartment is situated  
or any defect on  
account of workmanship, quality or provision of service  
, then, wherever possible such  
defect shall be rectified  
by the Promoter at his own cost and in case it is not possibl  
e to rectify such defects, then the Purchaser/s  
shall be entitled to receive from the Promoter,  
compensation for such defect in the manner as  
provided under the Act.

### 8.

The Purchaser/s shall use the Apartment or any part there  
of for permit the same to be used  
only for purpose of \*residence/office/show-  
room/shop/godown for carrying on any

industry or business. (\*strike  
of which is not applicable) He shall use the garage or  
parking space only for purpose of keeping or  
parking vehicle.

9. The Purchaser/s along with other Purchaser/s  
(s) of Apartments in the buildings 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  
Purchaser/s so as to  
enable the Promoter to register the common organization  
of Purchaser/s. No objection  
shall be taken by the Purchaser/s if any, changes or modifica-  
tions 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 Promoters shall, within three months of registra-  
tion of the Society or Association or Limited  
Company, as aforesaid, cause to be transferred to the soc-  
iety or Limited Company  
all the right, title and the interest of the Vendor/Lesso-  
r/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 Promoters shall, within three  
months of registration of the Federation/apex body of

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

9.3 Within 15 days after notice in writing is given by the Promoter to the Purchaser/s that the Apartment is ready for use and occupancy, the Purchaser/s 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 Purchaser/s shall pay to the Promoter such proportionate share of outgoings as may be determined. The Purchaser/s further agree that till the Purchaser/s share is so determined the Purchaser/s shall pay to the Promoter provisional monthly contribution of Rs. .... per month towards the outgoings. The amount so paid by the Purchaser/s 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 maybe.

10. The Purchaser/s 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 outgoing 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 deposit of electrical receiving and Sub Station provided in Layout.

11. The Purchaser/s  
 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 by-  
 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 Purchaser/s shall pay to the Promoter, the Purchaser/ss' 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 Purchaser/s shall pay to the Promoter, the Purchaser/ss' 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 Allottees 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

Purchaser/s 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/Plot] which will, in any manner, affect the rights of Purchaser/s under this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of Purchaser/s the Promoter shall hand over lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchaser/s;

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 Purchaser/s or himself/themselves with intention to bring all persons into whose hands the Apartment may come, hereby covenants with the Promoter as follows:-

i.

To maintain the Apartment at the Purchaser/s own cost in good and tenantable repair and condition from the date 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 for any part thereof without the consent of the local authorities, if required.

ii.

Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or store 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 Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.

iii.

To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Purchaser/s 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 Purchaser/s committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv.

Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the

building in which the Apartment is situated and shall not in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

v.

Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof for which any increased premium shall become payable in respect of the insurance.

vi.

Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

vii.

Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

viii.

To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of

fuser of the Apartment by the Purchaser/s for any purposes other than for purpose for which it is sold.

ix. The Purchaser/s 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 Purchaser/s to the Promoter under this Agreement are fully paid up.

x. **The** Purchaser/s 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 Purchaser/s 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 outgoings in accordance with the terms of this Agreement.

xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Purchaser/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 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 Purchaser/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 project land or  
any part thereof to view and examine the state and condition thereof.

15.

The Promoters shall maintain a separate account in respect of sums received by the \_\_\_\_\_ Promoter  
from the Purchaser/s \_\_\_\_\_ 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 outgoings, 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 Purchaser/s  
shall have no claims save and except in respect of the  
Apartment thereby agreed to be sold to him and all open  
spaces, parking spaces, lobbies,  
staircases, terraces recreation spaces, will remain

he property of the Promoter until the  
 said structure of the building is transferred to the Soc  
 iety/Limited Company or other  
 body and until the project land is transferred  
 to the Apex Body/Federation as  
 hereinbefore mentioned

#### 17. PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement  
 he shall not mortgage or create a charge  
 on the \*[Flat] 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, suc  
 h  
 mortgage or charges shall not affect the right and interes  
 to the Allottee who has  
 taken or agreed to take such [Apartment/plot].

#### 18. BINDING EFFECT

Forwarding this Agreement  
 to the Purchaser/s by the Promoter does not create a bindi  
 ng obligation  
 on the part of the Promoter or the Purchaser/s  
 until, firstly, the Purchaser/s 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  
 Purchaser/s and secondly, appears for registration  
 of the same before the concerned Sub-  
 Registrar as and when intimated by the Promoter. If the Pu  
 rchaser/s (s) fail to execute and deliver to  
 the Promoter this Agreement within 30 (thirty) days from

the date of its receipt by the Purchaser/s 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 Purchaser/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/s application of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s 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/plot/building, as the case may be.

#### 20. RIGHT TO AMEND

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

#### 21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/S 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  
 Purchaser/s of the [Apartment/Plot],  
 in case of a transfer, as the said obligations go  
 along with the [Apartment/Plot] for all intents and pur-  
 poses.

## 22. SEVERABILITY

If any provision of this Agreement shall  
 be determined to be void or  
 unenforceable under the Act or the Rules and Regulation  
 made thereunder or under  
 other applicable laws, such provision of the Agree-  
 ment 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 Purchaser/s have to make any payment, in common  
 with other Purchaser/s in Project, the same  
 shall be in  
 proportion to the carpet area of the [Flat/Plot] to the to-  
 tal carpet area of all  
 the [Flat/Plots] in the Project.

## 24. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowl-  
 edge and deliver to the other such  
 instruments and take such other actions, in additio-  
 n 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 Purchaser/s in \_\_\_ after the Agreement is duly executed by the Purchaser/s and the Promoter or simultaneously with the execution of the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at AMBARNATH .

26. The Purchaser/s 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 Purchaser/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s or the Promoter by Registered Post A. **D and** notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name/s

Address:

Name of the Promoter

Address of the Promoter

It shall be the duty of the Purchaser/s 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 Purchaser/s, as the case may be.

## 28. JOINT ALLOTTEES

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

## 29. Stamp Duty and Registration:-

The charge 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 settle the dispute amicably, which shall be referred to the Arbitrator opportunity by both the parties Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. GOVERNINGLAW

Thattherightsandobligationsofthepartiesunderoraris  
ingoutofthisAgreement  
shallbeconstruedandenforcedinaccordancewiththelaws  
ofIndiaforthetime beinginforceandthe Ulhasnagar  
courtswillhavethejurisdictionforthisAgreement

INWITNESSWHEREOF partieshereinabove  
namedhaveasettheirrespectivehands  
andsignedthisAgreementforsale at (city/town  
name) in the presenceof  
attestingwitness,signingas  
suchonthedayfirstabovewritten.

FirstScheduleAboveReferredto

ALL THAT PIECE AND PARCEL OF N.A. Land bearing  
"Survey No 27, Hissa No 2, C.T.S. No.68/1,  
admeasuring totally about 940 sq. mtrs Ambernath  
Municipal Council, lying & situated at village  
Kohoj- Khuntavali, Ambernath [W], Taluka  
Ambernath , dist Thane, Within the limits of  
Ambernath Municipal council.

SecondScheduleAboveReferredto

FlatNo.....on.....floorin Building known as  
Galaxy Trisha APARTMENT, area admeasuring  
about.....Sq.ftsbearing "Survey No 27, Hissa No 2,  
C.T.S. No.68/1, admeasuring totally about 940 sq.  
mtrs, situated at village Kohoj- Khuntavali, Ambernath  
[W], Taluka Ambernath , Dist Thane.

IN WITNESS WHEREOF the parties hereto have hereto  
subscribed their respective hands the day and year  
herein above written.

SIGNED & DELIVERED by the

WithinnamedPROMOTERS

M/S SHREE GANESH DEVELOPERS

A Partnership Firm, through i

Sign	Thumb	Photo

Partner  
SHRI SHASHI NAIR,

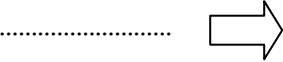
**SIGNED & DELIVERED** by the  
  
Within named **Purchaser/S**  
In the presence of .....  
1.....

Sign	Thumb	Photo
------	-------	-------

2.....

Sign	Thumb	Photo
------	-------	-------

Witness:  
1) .....  
.....  
..... . . .  
.....  
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2) .....  
.....  
..... . . .  
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