

**AGREEMENT FOR SALE**

**(AS PER RERA)**

**THIS AGREEMENT** For Sale of Flat on ownership is made and entered into at Thane on this \_\_\_\_ day of \_\_\_\_\_ 2017.

BETWEEN

**M/S. SIMRAN INFRASTRUCTURES**, a partnership Firm having its office at Simran Eligance, Ram Nagar, Tandon Road, Dombivli (East) 421201 District Thane through its one of the partner/Proprietor MR. VISHWAS. NARRITTAM PRABHU **“DEVELOPER”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners for the time being of the present partnership Firm of \_\_\_\_\_, and the survivor or survivors of them and the heirs, executors, administrators and assigns of the last surviving partner and his/her/their assigns) of the **FIRST PART**.

**AND**

**MR** \_\_\_\_\_ **aged** \_\_\_\_\_ **years**, residing \_\_\_\_\_ Hereinafter called and referred to as the **“PURCHASER”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include her heirs, executors, administrators and assigns) of the **SECOND PART**.

**WHERE AS:**

1. AARADHANA CO-OPERATIVE HOUSING SOCIETY (hereinafter referred to as the owner) are the owners of Agricultural Lands bearing Survey No 21, Hissa No. 9/A P, admeasuring 531.\_\_\_\_ Sq. equivalent to \_\_\_\_ Sq. yards situated at village Dombivli, Taluka kalyan and District Thane (hereinafter referred to as the said Lands) more particularly described in the schedule hereunder written.

2. THE OWNERS unable to develop their Lands granted the Development Rights of 531.\_\_\_\_ Sq. equivalent to \_\_\_\_ Sq. yards Residential Built Up area \_\_\_\_\_ Sq.feet commercial Built Up area which is permissible by the Municipal Corporation of Thane on As IS WHERE IS BASIS in lieu of receipt of \_\_\_\_\_% constructed Residential and commercial area to be RETAINED OR SOLD BY THE OWNERS i.e.

A. \_\_\_\_\_% constructed commercial Area admeasuring \_\_\_\_\_ sq. feet Built up area.

B. \_\_\_\_% constructed commercial Area admeasuring \_\_\_\_\_sq.feet built up Area and grant of sale rights of \_\_\_\_\_% constructed Residential and commercial area to be RETAINED OR SOLD BY THE DEVELOPER i.e.

C. \_\_\_\_\_% Residential Area admeasuring \_\_\_\_\_sq.feet Built up Area.

D. \_\_\_\_% commercial Area admeasuring \_\_\_\_\_ sq.feet Built up area of the said Lands to the DEVELOPER herein as per the terms and conditions of the Agreement For Development dated 27.06.2011 which is duly stamped registered with sub-Registrar of Assurances Kalyan-2 on 27.06.2011 vide Document No. KLN-2/06886-2011 of 2011

3. The Owner have also granted irrevocable Power of Attorney dated 27.06.2011 to the DEVELOPER which is duly stamped and registered with the sub-Registrar of Assurances Kalyan-2 on 27.06.2011

AND WHEREAS the DEVELOPERs are entitled and enjoined upon to construct Apartments on the project land in accordance with the recitals hereinabove;

AND WHEREAS the Vendor/Lessor/Original Owner/DEVELOPER is in possession of the project land

AND WHEREAS the DEVELOPER has proposed to construct on the project land (here specify number of Apartments and wings thereof) having Ground floor+ Six Floors+ 12 Flats+ Ground Floor Shops (here specify number of Basements,/podiums/stilt and upper floors)

AND WHEREAS the PURCHASER is offered an Shop bearing number \_\_\_\_\_ on the \_\_\_\_\_ floor, (herein after referred to as the said "Shop") in the \_\_\_\_\_ wing of the Apartment called \_\_\_\_\_ (herein after referred to as the said "Apartment") being constructed in the \_\_\_\_\_ phase of the said project, by the DEVELOPER

AND WHEREAS the DEVELOPER has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the DEVELOPER has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at \_\_\_\_\_ no \_\_\_\_\_; authenticated copy is attached in Annexure 'F';

AND WHEREAS the DEVELOPER has appointed a structural Engineer for the preparation of the structural design and drawings of the Apartments and the DEVELOPER accepts the professional supervision of the Architect and the structural Engineer till the completion of the Apartment/Apartments.

AND WHEREAS by virtue of the Development Agreement/Power of Attorney the DEVELOPER has sole and exclusive right to sell the Apartments in the said Apartment/s to be constructed by the DEVELOPER on the project land and to enter into

Agreement/s with the PURCHASER(s)/s of the Apartments to receive the sale consideration in respect thereof.

AND WHEREAS on demand from the PURCHASER, the DEVELOPER has given inspection to the PURCHASER of all the documents of title relating to the project land and the plans, designs and specifications prepared by the **DEVELOPER's Architects NIRMAN** and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the DEVELOPER, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the DEVELOPER to the project land on which the Apartments are constructed or are to be 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 concerned Local 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 DEVELOPER and according to which the construction of the Apartments 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 Apartment agreed to be purchased by the PURCHASER, as sanctioned and approved by the local authority have been annexed and marked as Annexure D

AND WHEREAS the DEVELOPER has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said Apartment/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Apartment Completion Certificate or Occupancy Certificate of the said Apartment

AND WHEREAS 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 DEVELOPER while developing the project land and the said Apartment and upon due observance and performance of which only the completion or occupancy certificate in respect of the said Apartment/s shall be granted by the concerned local authority.

AND WHEREAS the DEVELOPER has accordingly commenced construction of the said Apartment/s in accordance with the said proposed plans.

AND WHEREAS the PURCHASER has applied to the DEVELOPER for allotment of **Shop No. \_\_\_\_\_ admeasuring \_\_\_\_\_ Sq.ft Carpet on \_\_\_\_ Floor, Wing \_\_\_\_\_, Apartment known as " \_\_\_\_\_ ".**

AND WHEREAS the carpet area of the said Apartment is **5520** 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 PURCHASER or verandah area and exclusive open terrace are appurtenant to the said Apartment for exclusive use of the PURCHASER, but includes the area covered by the internal partition walls of the apartment.

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

AND WHEREAS, the DEVELOPER has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at no. ; \_\_\_\_\_

AND WHEREAS, under section 13 of the said Act the DEVELOPER 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 DEVELOPER hereby agrees to sell and the PURCHASER hereby agrees to purchase the (Shop/Plot) and the garage/covered parking(if applicable)

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

1. The DEVELOPER shall construct the said Apartment/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 DEVELOPER shall have to obtain prior consent in writing of the PURCHASER 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 DEVELOPER and the DEVELOPER hereby agrees to sell to the PURCHASER Shop No. .... of the type ..... of carpet area admeasuring ..... sq. meters on ..... floor in the Apartment\_\_\_\_\_ /wing (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexure 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 hereby agrees to purchase from the DEVELOPER and the DEVELOPER hereby agrees to sell to the PURCHASER Shop bearing No \_\_\_\_ situated at\_\_\_\_\_ Basement and/or stilt and /or \_\_\_\_podium being constructed in the layout for the consideration of Rs. \_\_\_\_\_/-

(iii) The PURCHASER hereby agrees to purchase from the DEVELOPER and the DEVELOPER hereby agrees to sell to the PURCHASER covered parking spaces bearing No \_\_\_\_ 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 has paid on or before execution of this agreement a sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that DEVELOPER the balance amount of Rs .....( Rupees.....) in the following manner :-

- i. Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the DEVELOPER after the execution of Agreement
- ii. Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the DEVELOPER on completion of the Plinth of the Apartment or wing in which the said Shop is located.
- iii. Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) to be paid to the DEVELOPER on completion of the slabs including podiums and stilts of the Apartment or wing in which the said Shop is located.
- iv. Amount of Rs...../-(.....) (not exceeding 75% of the total consideration)to be paid to the DEVELOPER on



completion of the walls, internal plaster, floorings, doors and windows of the said Apartment.

- v. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the DEVELOPER on completion of the Sanitary fittings, staircases, liftwells, lobbies upto the floor level of the said Shop.
- vi. Amount of Rs...../-(.....) ( not exceeding 85% of the total consideration) to be paid to the DEVELOPER on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the Apartment or wing in which the said Shop is located..
- vii. Amount of Rs...../- (.....) (not exceeding 95% of the total consideration) to be paid to the DEVELOPER on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as maybe prescribed in the Agreement of sale of the Shop or wing in which the said Shop is located.
- viii. Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the Shop 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 DEVELOPER by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the DEVELOPER) up to the date of handing over the possession of the [Apartment/Plot].

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 DEVELOPER 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 DEVELOPER shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the PURCHASER, which shall only be applicable on subsequent payments.

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

1(g) The DEVELOPER shall confirm the final carpet area that has been sold to the PURCHASER after the construction of the Apartment 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 DEVELOPER. If there is any reduction in the carpet area within the defined limit then DEVELOPER shall refund the excess money paid by 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 PURCHASER, the DEVELOPER shall demand 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 authorizes the DEVELOPER to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the DEVELOPER may in its sole discretion deem fit and the PURCHASER undertakes not to object/demand/direct the DEVELOPER to adjust his payments in any manner.

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

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

2.2 Time is essence for the DEVELOPER as well as the PURCHASER. The DEVELOPER shall abide by the time schedule for completing the project and handing over the [Shop/Plot] to the PURCHASER and the common areas to the association of the PURCHASERS 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 DEVELOPER as provided in clause 1(c) herein above. ("Payment Plan").

3. The DEVELOPER hereby declares that the Floor Space Index available as on date in respect of the project land is ..... square meters only and DEVELOPER 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 DEVELOPER 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 Shop based on the proposed construction and sale of apartments to be carried out by the DEVELOPER by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to DEVELOPER only.

4.1 If the DEVELOPER fails to abide by the time schedule for completing the project and handing over the [Shop/Plot] to the PURCHASER, the DEVELOPER 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 DEVELOPER, interest as specified in the Rule, on all the delayed payment which become due and payable by the PURCHASER to the DEVELOPER under the terms of this Agreement from the date the said amount is payable by the PURCHASER(s) to the DEVELOPER.

4.2 Without prejudice to the right of DEVELOPER to charge interest in terms of sub clause 4.1above, on the PURCHASER committing default in payment on due date of any amount due and payable by the PURCHASER to the DEVELOPER under this Agreement (including his/her proportionate share of taxes

levied by concerned local authority and other outgoings) and on the PURCHASER committing three defaults of payment of installments, the DEVELOPER shall at his own option, may terminate this Agreement:

Provided that, DEVELOPER shall give notice of fifteen days in writing to the PURCHASER, by Registered Post AD 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 DEVELOPER within the period of notice then at the end of such notice period, DEVELOPER shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the DEVELOPER shall refund to the PURCHASER (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to DEVELOPER) 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 PURCHASER to the DEVELOPER.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the DEVELOPER in the said Apartment and the Apartment as are set out in Annexure 'E', annexed hereto.

6. The DEVELOPER shall give possession of the Apartment to the PURCHASER on or before..... day of .....20\_\_\_\_. If the DEVELOPER 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 DEVELOPER 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 mentioned in the clause 4.1 herein above from the date the DEVELOPER received the sum till the date the amounts and interest thereon is repaid. Provided that the DEVELOPER shall be entitled to reasonable extension of time for giving delivery of Shop on the aforesaid date, if the completion of Apartment in which the Shop is to be situated is delayed on account of -

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

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

7.2 The PURCHASER shall take possession of the Apartment within 15 days of the written notice from the DEVELOPER to the PURCHASER intimating that the said Apartments are ready for use and occupancy:

**7.3 Failure of PURCHASER to take Possession of [Apartment/Plot]:** Upon receiving a written intimation from the DEVELOPER as per clause 8.1, the PURCHASER shall take

possession of the [Apartment/Plot] from the DEVELOPER by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the DEVELOPER shall give possession of the [Apartment/Plot] to the PURCHASER. In case the PURCHASER fails to take possession within the time provided in clause 8.1 such PURCHASER shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the Apartment to the PURCHASER, the PURCHASER brings to the notice of the DEVELOPER any structural defect in the Apartment or the Apartment 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 DEVELOPER at his own cost and in case it is not possible to rectify such defects, then the PURCHASER shall be entitled to receive from the DEVELOPER, compensation for such defect in the manner as provided under the Act.

8. The PURCHASER shall use the Apartment or any part thereof or permit the same to be used only for purpose of office 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 along with other PURCHASER(s) of Apartments in the Apartment shall join informing and registering the existing Society to be known by such name as the DEVELOPER may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye laws of the proposed Society and duly fill in, sign and return to the DEVELOPER within seven days of the same being forwarded by the DEVELOPER to the PURCHASER, so as to

enable the DEVELOPER to register the common organization of PURCHASER. No objection shall be taken by the PURCHASER if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case maybe, or any other Competent Authority.

9.1 The DEVELOPER shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/DEVELOPER and/or the owners in the said structure of the Apartment or wing in which the said Apartment is situated. (Not Applicable, as the Society is in existence as a Redevelopment Project.)

9.2 The DEVELOPER shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/DEVELOPER and/or the owners in the project land on which the Apartment with multiple wings or Apartments are constructed. (Not Applicable, as the Society is in existence as a Redevelopment Project.)

9.3 Within 15 days after notice in writing is given by the DEVELOPER to the PURCHASER that the Apartment is ready for use and occupancy, the PURCHASER 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 Apartment/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 Apartment/s. Until the Society or Limited Company is formed and the said structure of the Apartment/s or wings is transferred to it, the PURCHASER shall pay to the DEVELOPER such proportionate share of outgoings as may be determined. The PURCHASER further agrees that till the PURCHASER's share is so determined the PURCHASER shall pay to the DEVELOPER provisional monthly contribution of Rs. .... per month towards the outgoings. The amounts so paid by the PURCHASER to the DEVELOPER shall not carry any interest and remain with the DEVELOPER until a conveyance or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance being executed for the structure of the Apartment or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the DEVELOPER to the Society or the Limited Company, as the case may be.

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

- (i) Rs. .... for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
- (ii) Rs. .... for formation and registration of the Society or Limited Company/Federation/ Apex body.
- (iii) Rs. .... for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/Apex body
- (iv) Rs. ....for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
- (v) Rs..... For Deposit towards Water, Electric, and other utility and services connection charges &
- (vi) Rs \_\_\_\_\_ for deposits of electrical receiving and Sub Station provided in Layout

11. The PURCHASER shall pay to the DEVELOPER a sum of Rs. .... for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the DEVELOPER in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance or Lease of the structure of the Apartment or wing of the Apartment, the PURCHASER shall pay to the DEVELOPER, the Purchasers 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 Apartment /wing of the Apartment. At the time of registration of conveyance or Lease of the project land, the PURCHASER shall pay to the DEVELOPER, the Purchaser's 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 ( Not Applicable, as the Society is in existence as a Redevelopment Project.)

**13. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER The DEVELOPER hereby represents and warrants to the PURCHASER as follows:**

- i. The DEVELOPER has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

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

the said [Shop/Plot] which will, in any manner, affect the rights of PURCHASER under this Agreement;

- viii. The DEVELOPER confirms that the DEVELOPER is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the PURCHASER in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of PURCHASERS the DEVELOPER shall handover lawful, vacant, peaceful, physical possession of the common area of the Structure to the Association of the PURCHASERS;
- x. The DEVELOPER has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the DEVELOPER 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 DEVELOPER as follows :-

- i. To maintain the Shop at the PURCHASER'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 Apartment 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 Apartment in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the Local authorities, if required.

ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Apartment 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 Apartment in which the Apartment is situated, including entrances of the Apartment in which the Apartment is situated and in case any damage is caused to the Apartment in which the Apartment is situated or the Apartment on account of negligence or default of the PURCHASER in this behalf, the PURCHASER 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 DEVELOPER to the PURCHASER and shall not do or suffer to be done anything in or to the Apartment 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 committing any act in contravention of the above provision, the PURCHASER shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the 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 color scheme of the Apartment in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the Apartment in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the DEVELOPER and/or the Society or the Limited Company.

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

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

vii. Pay to the DEVELOPER within fifteen days of demand by the DEVELOPER, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the Apartment 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 PURCHASER for any purposes other than for purpose for which it is sold.

ix. The PURCHASER shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the PURCHASER to the DEVELOPER under this Agreement are fully paid up.

x. The PURCHASER shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Apartment and the Apartments therein and for the observance and performance of the Apartment Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The PURCHASER shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Apartment 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 Shop in which Apartment is situated is executed in favour of Society/Limited Society, the PURCHASER shall permit the DEVELOPER and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Apartments or any part thereof to view and examine the state and condition thereof. .( Not Applicable, as the Society is in existence as a Redevelopment Project.)

xii. Till a conveyance of the project land on which the Apartment in which Apartment is situated is executed in favour of Apex Body or Federation, the PURCHASER shall permit the DEVELOPER 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. .( Not Applicable, as the Society is in existence as a Redevelopment Project.)

15. The DEVELOPER shall maintain a separate account in respect of sums received by the DEVELOPER from the PURCHASER as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Apartment or any part thereof. The PURCHASER 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 DEVELOPER until the said structure of the Apartment 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. DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the DEVELOPER executes this Agreement he shall not mortgage or create a charge on the\*[Shop] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the PURCHASER who has taken or agreed to take such [Shop/plot].



#### 18. BINDING EFFECT

Forwarding this Agreement to the PURCHASER by the DEVELOPER does not create a binding obligation on the part of the DEVELOPER or the PURCHASER until, firstly, the PURCHASER signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the PURCHASER and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the DEVELOPER. If the PURCHASER(s) fails to execute and deliver to the DEVELOPER this Agreement within 30 (thirty) days from the date of its receipt by the PURCHASER and/or appear before the Sub-Registrar for its registration as and when intimated by the DEVELOPER, then the DEVELOPER shall serve a notice to the PURCHASER for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the PURCHASER, application of the PURCHASER shall be treated as cancelled and all sums deposited by the PURCHASER in connection therewith including the booking amount shall be returned to the PURCHASER without any interest or compensation whatsoever.

#### 19. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexure, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/Apartment, 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 /SUBSEQUENT PURCHASERS

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 PURCHASERS of the [Shop/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] 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 there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made hereunder 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 has to make any payment, in common with other PURCHASER(s) in Project, the same shall be in proportion to the carpet area of the [Shop/Plot] to the total carpet area of all the [Shop/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 DEVELOPER through its authorized signatory at the DEVELOPER's Office, or at some other place, which may be mutually agreed between the DEVELOPER and the PURCHASER, in after the Agreement is duly executed by the PURCHASER and the DEVELOPER or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at.

26. The PURCHASER and/or DEVELOPER shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the DEVELOPER will attend such office and admit execution thereof.

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

Name of PURCHASER

(PURCHASER's Address)

Notified Email ID: \_\_\_\_\_

M/s DEVELOPER name

(DEVELOPER Address)

Notified Email ID: \_\_\_\_\_

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

#### 28. JOINT PURCHASERS

That in case there are Joint PURCHASERS all communications shall be sent by the DEVELOPER to the PURCHASER 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 PURCHASERS.

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

30. Dispute Resolution: - Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the \_\_\_\_\_ 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 Kalyan court will have the jurisdiction for this Agreement

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

**First Schedule Above Referred to**

Description of the freehold/leasehold land and all other details

**Second Schedule Above Referred to**

Here set out the nature, extent and description of common areas and facilities.

SIGNED AND DELIVERED BY THE WITHIN NAMED PURCHASER: (including joint buyers)

(1) \_\_\_\_\_

(2) \_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_

Please affix the photograph and sign across the photograph

in the presence of WITNESSES:

1. Name \_\_\_\_\_

Signature \_\_\_\_\_

2. Name \_\_\_\_\_

Signature \_\_\_\_\_

Please affix the photograph and sign across the photograph

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

DEVELOPER:

(1) \_\_\_\_\_

(Authorized Signatory)

Please affix the photograph and sign across the photograph

in the presence of WITNESSES:

1. Name \_\_\_\_\_

Signature

\_\_\_\_\_

2. Name \_\_\_\_\_

Signature \_\_\_\_\_

Note - Execution clauses to be finalized in individual cases having regard to the constitution of the parties to the Agreement.

**SCHEDULE 'A'**

PLEASE INSERT DESCRIPTION OF THE [APARTMENT/PLOT] AND THE GARAGE/CLOSED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

**SCHEDULE 'B'**

FLOOR PLAN OF THE APARTMENT

**ANNEXURE - A**

Name of the Attorney at  
Law/Advocate,

Address :

Date :

No.

RE. :

**Title Report**

Details of the Title Report

The Schedule Above Referred to

(Description of property)

Place:

Dated .....day of ..... 20.....

(Signed )

Signature of Attorney-at-  
Law/Advocate

**ANNEXURE –B**

(Authenticated copies of Property Card or extract Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Vendor/Lessor/OriginalOwner/DEVELOPER to the project land).

**ANNEXURE –C-1**

(Authenticated copies of the plans of the Layout as approved by the concerned LocalAuthority )

**ANNEXURE - C-2**

(Authenticated copies of the plans of the Layout as proposed by the DEVELOPER and according to which the construction of the Apartments and open spaces are proposed to be provided for on the said project )

**ANNEXURE -D**

(Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the PURCHASER as approved by the concerned local authority)

**ANNEXURE – E**

(Specification and amenities for the Apartment),

**ANNEXURE –F**

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)

Received of and from the PURCHASER above named the sum of Rupees ..... on execution of this agreement towards Earnest Money Deposit or application fee  
I say received.

The  
DEVELOPER/s.