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**AGREEMENT FOR SALE**

THIS AGREEMENT made at Mumbai this \_\_\_\_ day \_\_\_\_ of 2021 (Two Thousand and Twenty One),

**BETWEEN**

by **M/s. Vineet Buildcon Pvt Ltd**, A Private limited Company incorporated under the Indian companies act 1956, having its office at 1103, Opal Square, S.G. Barve Road, Near MIDC, Thane West 400 604, (PAN NO.\_\_\_\_\_) hereinafter referred to as the **“PROMOTERS”** (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include all its Partners, Executors, Administrators, Successors-in-interest & their permitted assigns including those of the respective partners), OF THE ONE PART.

**A N D**

**MR/MRS** \_\_\_\_\_  
\_\_\_\_\_(PAN No. \_\_\_\_\_)Indian Inhabitant, having address  
at \_\_\_\_\_  
\_\_\_\_\_ and

**MR/MRS** \_\_\_\_\_  
\_\_\_\_\_(PAN No. \_\_\_\_\_) Indian Inhabitant of Mumbai,  
having \_\_\_\_\_ address \_\_\_\_\_ at  
\_\_\_\_\_  
\_\_\_\_\_

hereinafter referred to as the **“ALLOTTEE/S”** (which expression shall unless include the female gender and the plural and unless it be repugnant to the context or meaning thereof mean and include his/her/their respective heirs executors administrators and permitted assigns, and in the case of a partnership firm the partners for the time being thereof, the survivors or last survivor of them and the heirs, executors and administrators of the last survivor of them and his/her/their /its permitted assigns, and in the case of a Company / Society its successors and permitted assigns, and in all cases all persons claiming by under or through such allottee including his/her/their/its successors-in-interest)” of the OTHER PART.

The Promoter and Allottee shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.

**WHEREAS:**

A Land premise together with all its hereditaments, bearing C.T.S. No. 1(part) admeasuring 1726.50 Sq. Meters, of Village-Ghatkopar, Taluka- Kurla, District- Suburban Mumbai is owned by Maharashtra Housing and Area Development Authority and was being occupied by different hutment holders which they were occupying since many years. (the plot herein is more specifically described in the schedule mentioned herein below) (**Annexure-I** is the copy of Property Card Extracts of the aforesaid Plot of Land)

The said Plot was consisting 114 hutments and together they have formed a Society namely M/s. NAGRAJ CHS (Proposed) and Flouted a Redevelopment Scheme under slum Rehabilitation Act and had

appointed M/s Sahil Realtors as their Developer/Promoter for carrying out the requisites under legal compliance in the year 2012

The said M/s Sahil Realtors had in turn obtained all the requisites documents and consents of members of M/s. Nagraj CHS and submitted the said Redevelopment Scheme for its respective Sanctions in the year 2012.

The said M/s Sahil Realtors had after certification of annexure-II have obtained Letter of Intent vide No. **SRA/ENG/2002/N/STGL/LOI** dated **20<sup>th</sup> July 2012** with directions for making compliance of the requisites. (**Annexure-II** is the copy of Letter of Intent concerning aforesaid Plot of Land)

Intermediate the process of development, the slum dwellers who had formed proposed residential Society of their members has pursued the registration of the residential Society & the Addl. Registrar has issued a Registration Certificate to the said Nagraj Society bearing registration no. MUM/SRA/HSG/T.C./12266/2012 (**Annexure-III** is the copy of Registration Certificate of the Nagraj SRA CHS LTD)

On 18/04/2017 M/s. Sahil Realtor has submitted its official resignation-cum-withdrawal Letter to Slum Rehabilitation Authority and permitted M/s Nagraj CHS proposed to appoint new developers.

Taking cognizance of the said withdrawal cum resignation, M/s Nagraj SRA CHS LTD has by their Special General Body Resolution dated 18/04/2017 has appointed M/s. Vineet Buildcon Pvt Ltd as new developer and intimation of the same was submitted to Slum Rehabilitation Authority.

The Slum Rehabilitation Authority had conducted so-moto hearing of the issue pertains to change of developer and in turn by its order dated 23<sup>rd</sup> march 2015 directed to pay 5% Land cost of the Sale Component area to newly appointed developer M/s. Vineet Buildcon Pvt Ltd which interalia has paid 5% land cost of sale plot area towards the change of Developer as Levied by SRA as per CEO/SRA office order dated 23<sup>rd</sup> march 2015 (**Annexure-IV** is the copy payment made by Vineet Buildcon PVT LTD to SRA dated 04/04/2019)

In accordance with order of Hon'ble High Power Committee, SRA after the payment made by M/s. Vineet Buildcon Pvt Ltd, Revised LOI came to be issued by the Slum Rehabilitation Authority in favour of M/s. Vineet Buildcon Pvt Ltd concerning the aforesaid project.

Consequential thereto M/s. Vineet Buildcon Pvt Ltd had submitting entire compliance report, & the Slum Rehabilitation Authority has granted Intimation of Approval to M/s. Vineet Buildcon Pvt Ltd with a directions to do further compliance in accordance with the said Intimation of Approval. (**Annexure-V** is the copy of Intimation of Approval of issued by Slum Rehabilitation Authority concerning said Plot of Land dated **23/02/2021**)

By virtue of the powers and authorities granted unto the said Promoter/Developer by the said society, the promoter obtained the sanction and approval of the layout plans for construction of individual/composite buildings and other infrastructural requirements on the said Plot under Order bearing No. **SRA/ENG/654/N/STGL/Layout** dated **08/06/2021** from the Slum Rehabilitation Authority. (**Annexure-VI** is the copy of the sanctioned Layout for the multistory buildings)

The said M/s. Vineet Buildcom Pvt Ltd have paid necessary Rents and shifted the hutment holders who happens to be members of Nagraj CHS from their respective places and obtained possession of their respective structures and therein further have obtained commencement Certificate from Slum Rehabilitation Authority vide no. \_\_\_\_\_ dated (**Annexure-VII** is the copy of Commencement Certificate issued by Slum Rehabilitation Authority dated \_\_\_\_\_ concerning aforesaid Plot of Land)

The authenticated copies of Certificate of Title issued by the Advocates/Solicitors of the Promoters record showing the nature of the title of the Promoters to the Project on which the Flats are constructed or are to be constructed have been annexed hereto and collectively marked as **“Annexure-VIII”**.

As aforesaid, by virtue of Resolution dated \_\_\_\_\_ by M/s. Nagraj SRA CHS LTD and corresponding Confirmation of Slum Rehabilitation Authority by issuance of Revised LOI after receipt of the payment in accordance with order of HPC, SRA, Mumbai, the Promoters herein has obtained absolute and exclusive rights to take over the said property for development, and redevelop the same as a Slum Redevelopment Scheme and in force of Slum Rehabilitation Authority and rehouse/rehabilitate the legal and eligible occupants in the said Chawl/building/slum by getting an appropriate Redevelopment Scheme sanctioned in respect of

the said property and obtain all necessary consents if required, and sanctions and approvals from the Slum Redevelopment Authority, Municipal Corporation, MHADA and other authorities concerned, and work out and execute the Slum Redevelopment Scheme / or such other scheme as per the standing circulars of Slum Rehabilitation authority or MCGM in respect of the said property and redevelop the said property inclusive of the structures standing thereon and rehabilitate all the eligible consenting occupants therein and get all appropriate approvals for execution of the said Project, and accordingly execute the said Project and construct the Rehabilitation Components and Sale Component on the said plot of land or such other by utilization of FSI, TDR or taking viability benefits under such schemes, norms which are prevailing under D.C. Rules & Regulations and complete the Project in all respect entirely on their own costs and expenses within a maximum period of 48 months from the date thereof, time being of essence for the consideration subject to the such natural calamities or such other events which creates hurdles in the development process and on and subject to the terms and conditions hereinafter set forth.

In accordance with the Redevelopment Norms and rules and regulation of Slum Rehabilitation Authority the Developer thus obtained permission to Construct the Sale Component in the Redevelopment process and further implied sanctions in accordance with Real Estate Regulation Act to sale the permissible FSI to the prospective buyers and the same is being done entirely within the purview of the existing Land Laws under the D.C. Rules, and/or Slum Rehabilitation Norms, or under such other scheme or amalgamation of Schemes as per the convenience and requirement of the Promoter/Developer inclusive of but not limited to under 33(10), 33(11), 33(18), 33/14(D), or any such other section of Development Control Regulation Act and/or circular no. 144 (a) of Slum Rehabilitation Acts, or any other Rules and Circulars which are time to time issued which the Promoter/ Developer.

**A)** The Promoter/Developer has entered into a standard Agreement with an Architect registered with the Council or Architects and such Agreement is as per the Agreement prescribed by the Council or Architects. The Promoter has also appointed a structural Engineer/s for the preparation of the structural design and drawings of the buildings and the Promoters accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

**B)** The Promoters have registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai under

Registration No. \_\_\_\_\_ dated \_\_\_\_\_,  
(authenticated copy of the same is attached herewith as "**Annexure-IX**").

**C)** As per the said approved plans by the concerned authorities, the Promoters have proposed to construct residential cum commercial Sale building \_\_\_\_\_, comprising of \_\_\_\_\_ wings wing as \_\_\_\_\_ having flats for existing residential tenants and for respective sale of the proposed Flats to the prospective buyers to be known as "**\_\_\_\_\_**" building at \_\_\_\_\_ hereinafter referred to as the "SAID BUILDING", on the said property.

**D)** As afore-said the Promoters pursuant to sanctions granted by the concerned authorities as aforesaid, are in process of constructing a multistoried building to be known as "**\_\_\_\_\_**" on the said property as described in the First Schedule hereunder written; The Promoters are well sufficiently entitled to the right to premises and every individual/joint unit/s to be constructed in the said building to be known as "**\_\_\_\_\_**" and enter into Sale Agreement with various and diverse Allottees on such terms price as they think just and proper and to receive sale price in respect thereof which they promoters have obtained by virtue of the Development Agreement Executed with the Owners therein as mentioned herein above and such other deeds, documents, Declarations, Affidavits and or sanctions from different offices/parties/persons concern. The Promoter are therefore offering for sale premises in the proposed new building being constructed by them as aforesaid.

**E)** The Allottee herein approached and applied to the Promoters and has expressed a desire to acquire, purchase a commercial / residential premise bearing Flat/Shop no. \_\_\_\_\_, "**\_\_\_\_\_**" on \_\_\_\_\_ Floor, \_\_\_\_\_ in the said building presently under construction on the said property.

**F)** The Promoters herein have prior to commenting or agreeing upon any allotment of Shop/Residential premises in favour of the Allottee, explained their scheme of development, and On demand from the Allottee/s, the Promoters have given inspection to the Allottee/s of all the documents of title relating to the Project Land and the plans, designs and specifications prepared by the Promoters' Architects, **M/s. Dahanukar Associates** Architects 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 the Allottee/s has/have also verified the same with the website which has been put up by the Real Estate Authority under the said Act.

**G)** The Promoters further clarified to the Allottee/s that the said sanctioned building plans although approved by M.C.G.M./SRA are liable to be amended or revised and/or changed by M.C.G.M. and other concerned public bodies and authorities. The Promoters reserves to amend revise and/or change the plans as may be required and this right of the Promoters are acknowledge and accepted by the Allottee. The Promoter has represented to the Allottee/s that this is a private redevelopment project and there may be changes in the plans and the Allottee/s under this agreement is providing his/her consent of not raising any objection if there is any change in plans if in case any unavoidable requirement arose herein future at any time.

**H)** The Promoters have informed the Allottee that in the event of their availing any benefit of the policy of the SRA, Municipal Corporation and/or the Government to construct more or utilize TDR or FSI and Incentive FSI and /or any other FSI in any other form, then they will be entitled to utilize the same and the building will be constructed by utilizing the potential of the property to its fullest extent without any obstruction, resistance or impediment on the part of the said Society in any manner whatsoever.

**I)** The Allottee/s expressly confirm that he has agreed to enter into this contract based upon verification of the permission, plans and sanctions as stated herein below and not based upon any information contained in the notice, advertisement, third party information or prospectus, or on the basis of any model Flat, plot or building as the case may be and accordance thereof the Allottee/s has after going through the contents of the agreement, title documents and satisfying entire queries has executed **Booking** application form.

**J)** The authenticated copies of the plans and specifications of the said Flat agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed and marked as “**Annexure-X**”.

**K)** The Promoters have got some of the approvals from the concerned local authority(s) 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.

**L)** 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 Promoters 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.

**M)** The Promoters have accordingly commenced construction of the said building/s in accordance with the said approved plans.

**N)** The RERA carpet area of the said Flat is \_\_\_\_\_ square meters and "RERA carpet area" means the net usable floor area of an Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the Flat.

**O)** The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

**P)** The Allottee/s is/are offered being Flat No. \_\_\_\_\_ on the \_\_\_\_\_ Floor in the '\_\_\_\_\_' Wing/Building No. "\_\_\_\_\_" known as \_\_\_\_\_ Building being constructed in the said project of **M/s. Vineet Buildcom Pvt Ltd** admeasuring \_\_\_\_\_ sq. ft. (RERA Carpet area) equivalent to \_\_\_\_\_ sq.mts. on the \_\_\_\_\_ floor (hereinafter referred to as "**the said Flat**" in accordance with Floor plan annexed with this agreement) being constructed in the said project, by the Promoters.



**Q)** As aforesaid on demand from the Allottee/s, the Promoters have given inspection to the Allottee/s of all the documents of title relating to the Project Land and the plans, designs and specifications prepared by the Promoters' Architects, **M/s. S.S. Associates** 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 thereunder and the Allottee/s has/have also verified the same with the website which has been put up by the Real Estate Authority under the said Act.

**R)** The Allottee/s expressly confirm that he/she/they, has/have agreed to enter into this contract based upon verification of the permission, plans and sanctions as stated herein below and not based upon any information contained in the notice, advertisement or prospectus, or any third party/agents information etc. or on the basis of any model flat, plot or building as the case may be.

**S)** 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.

**T)** After going through the title documents and after finalization of the terms of agreement and by fully satisfying himself/herself/itself about the authenticity, terms etc. in corresponds to requirement thereof, on \_\_\_\_\_ i.e. prior to the execution of these presents the Allottee/s has/have paid to the Promoter a sum of **Rs.** \_\_\_\_\_ **(Rupees \_\_\_\_\_ Only)** being earnest money of the sale consideration of the said Flat/commercial premise agreed to be sold by the Promoters to the Allottee/s. The Promoter hereby admit and acknowledge the receipt of part consideration from Allottee/s towards the sale of said Flat/Commercial Unit. (Separate receipt whereof is annexed herewith as **Annexure-XI**)

**U)** Under section 13 of the said Act the Promoter is required to execute a written Agreement for Sale of said Flat with the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908. So also the Allottee/s has entirely gone through the contents of the present Agreement for Sale and very well

understood and affirm the contents hereof and agreed to execute the same.

**V)** In accordance with the averments, terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agrees to sell and the Allottee/s hereby agree/s to purchase the said Flat.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES ETC IT IS HEREBY EXPRESSLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-**

**1.** All the recitals of this Agreement shall form part and parcel of the operative part of this Agreement and shall be read and construed accordingly.

**2.** The Promoters shall construct the said Building No.2 in the said project known with Wing \_\_\_\_\_ as “\_\_\_\_\_” consisting Ground (pt. Stilt) + 22 floors (hereinafter referred to as **‘the said Building’**) on the Project Land in accordance with the plans, designs and specifications as approved by the concerned local authority/SRA/MCGM from time to time and which have been seen and approved by the Allottee/s.

**(i)** The Allottee/s hereby agree/s to purchase from the Promoters and the Promoters hereby agree/s to sell to the Allottee/s Flat No. \_\_\_\_\_ admeasuring \_\_\_\_\_sq. ft. (RERA Carpet area) equivalent to \_\_\_\_\_sq.mts. on \_\_\_\_\_floor in the ‘\_\_\_\_’ Wing of the Building No. \_\_\_\_\_ known as “\_\_\_\_\_” (hereinafter referred to as **“the said Flat”**) as shown in the Floor plan thereof hereto annexed and marked **“Annexure-XII”** for the consideration of **Rs. \_\_\_\_\_/(Rupees \_\_\_\_\_ Only)** to be paid by the Allottee to promoters being the proportionate price of the unit, and 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 Fourth Schedule annexed herewith.

(ii) The said Consideration is derived on the basis that the Promoters shall be entitled to utilize the entire Floor Space Index (FSI), including unconsumed and residual FSI, if any, in respect of the entire said Project Land and the said Entire Plot, and the entire FSI increased, additional, future and extra FSI (whether by way of purchase of FSI from the layout and/or purchase of FSI from the authorities by payment of premium or price and/or the change of law and policy and/or the purchase of Transferable Development Rights (TDR) and/or floating FSI) before conveyance/lease or transfer document (as may be practicable or permissible by law), of the said Project Land in favour of the federation of societies or apex society as stated hereinafter.

(iii) The total aggregate consideration amount for the said flat is thus  
**Rs.** \_\_\_\_\_ **(Rupees**

\_\_\_\_\_ **Only).** The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of Goods and Service Tax (GST), and Cess or any other similar taxes pro rata share in the common areas and parking etc. which may be levied at present or in the future, in connection with the construction of and carrying out the Project payable by the Promoters) up to the date of handing over the possession of the said Flat.

(iv) The Allottee/s shall make the payment of the consideration amount in accordance with the plan set out in '**Annexure XII**' which is exclusively termed as payment plan as set out herein after as mandate and failure thereof shall deem to invite the legal consequence inclusive of payment of additional charges, interest, compensation inclusive of but not limited to Automatic cancellation of the present agreement and seek for damages for the same inclusive of forfeiture of the proportionate part or full consideration amount which will be paid till date.

(v) The Allottee/s has/have paid to the Promoters on or before execution of this agreement consideration amount of  
**Rs.** \_\_\_\_\_ **/(Rupees**

\_\_\_\_\_ **Only).** (subject to Deduction of Tax at Source [TDS] of 1% as per Section 194-IA of the Income Tax Act, 1961) being the part consideration/earnest money towards the sale of said Flat/Shop. The Promoter confirms that they have received aforesaid consideration towards the sale of said Flat/Shop in accordance with the receipt annexed herewith "**Annexure-XIII**" as Booking Amount for the aforesaid Commercial/Residential Structure.

**3.** The Total Consideration 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/SRA/MCGM, Local Bodies or authorities/Government from time to time. The Promoters undertake and agree that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters shall enclose the said notification/ order/ rule/ regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

**4.** The Promoters shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the said Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/s 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 hereinabove.

**5.** The Promoters have informed and the Allottee/s is/are aware that the Promoters are absolutely entitled to utilize the entire FSI, including unconsumed and residual FSI, if any, in respect of the entire said Project Land and the said Entire Plot, and the entire FSI increased, additional, future and extra FSI (whether by way of purchase of FSI from the layout and/or purchase of FSI from the authorities by payment of premium or price and/or the change of law and policy and/or the purchase of Transferable Development Rights (TDR) and/or floating FSI) as stated herein before or otherwise, until completion of the entire project, including the Additional Buildings if any and conveyance/lease or transfer document (as may be practicable or permissible by law), of the said Project Land has been executed in favour of the society/s as the case may be. For the said purpose the Promoters are entitled to develop

and continue to develop the remaining or additional layout of the Project Land if any or adjutant Land or otherwise in accordance with the Legal Norms by amalgamation or segregation as the case may be, with the right to use the internal access roads and all the facilities, amenities and services in the layout and to construct any additional legal structures thereon.

**6.** The Promoters hereby agree 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 said Flat to the Allottee/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Flat.

**7.** Time is essence for the Promoters as well as the Allottee/s. The Promoters shall abide by the time schedule for completing the project and handing over the said Flat to the Allottee/s and the common areas to the association of the allottees in accordance with RERA Norms after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters. In case of defaults of any kind at the instance of the allottees/s including of making payments etc shall freeze their respective rights to approach any authority for seeking reliefs or agitating their respective grievances.

**8.** Without prejudice to the right of Promoters to charge interest as mentioned hereinabove, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoters under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) the Allottee/s committing breach of any of the terms and conditions herein contained, the Promoters shall at their own option, may terminate this Agreement:

Provided that, Promoters shall give notice of fifteen days in writing to the Allottee/s, by Registered Post AD at the address provided by the Allottee/s and mail at the e-mail address provided by the Allottee/s, of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to

terminate the Agreement. If the Allottee/s fail/s to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, the Promoters shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Allottee/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount, levy, charges, compensation etc. which may be payable to Promoters) within a period of sixty days of the termination,/by selling the respective premise/flat whichever is convenient to the promoter, the balance of installments of sale consideration of the said Flat which may till then have been paid by the Allottee/s to the Promoters.

**9. In the event of the Promoters terminating this Agreement as aforesaid:**

(i) The Allottee/s shall cease to have any right or interest in the said Flat or any part thereof;

(ii) The Promoters shall be entitled to sell/transfer the said Flat for such consideration and on the terms and conditions to any person or persons as the Promoters may, in its absolute discretion, deem fit without any recourse to Allottee/s and for the said purpose shall also be entitled to execute any Agreement/Deed or writing as required.

**10.** 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 to be provided by the Promoters in the said Building and the said Flat as are set out in **“Annexure-XIV”**, annexed hereto.

**11.** The Promoters shall give possession of the said Flat to the Allottee/s on or before \_\_\_\_\_. If the Promoters fail or neglect to give possession of the said Flat to the Allottee/s on the aforesaid date or any such date as may be extended by mutual consent on account of reasons beyond their control and of their agents by the aforesaid date then the Promoters shall be liable on demand to refund to the Allottee/s the amounts already received by them in respect of the said Flat with interest at the same rate as may mentioned in the clause 14 hereinabove from the date the Promoters received the sum till the date the amounts

and interest thereon is repaid. Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of the said Flat on the aforesaid date, if the completion of the Wing of the said Building in which the Flat is to be situated is delayed on account of:

- (i) war, civil commotion, medical emergency, inflation, pandemic situation or any kind of act of God;
- (ii) any notice, order, rule, notification of the Government, Quasi Judicial Authority and/or other public or competent authority/Court;
- (iii) non-availability of steel, cement, other building material, water or electric supply for a period of not more than six months;
- (iv) Any stay, injunction or other order of any court, tribunal or authority.
- (v) Any other unavoidable circumstance which are beyond control of the promoter.

## **12. Procedure for taking possession:-**

The Promoters, upon obtaining the occupancy certificate from the competent authority and the due payments made by the Allottee/s as per the agreement shall offer in writing the possession of the said Flat, to the Allottee/s in terms of this Agreement to be taken within 3 (three months) from the date of issue of such notice and the Promoters shall give possession of the said Flat to the Allottee/s. The Promoters agree and undertake to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters. The Allottee/s agree/s to pay the proportionate maintenance charges and municipal taxes and all other outgoings in respect of the said building from the date of possession in respect of the said Flat as determined by the Promoters or association of Allottee/s, as the case may be. The Promoters on its behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the occupancy certificate of the Project.

## **13. Failure of Allottee/s to take Possession of the said Flat:**

Upon receiving a written intimation from the Promoters as stated hereinabove, the Allottee/s shall take possession of the said Flat from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the said Flat to the Allottee/s. In case the

Allottee/s fail/s to take possession within the stipulated time such Allottee/s shall continue to be liable to pay maintenance charges and other outgoings as applicable to the Promoter inclusive of interest thereon. In case any of the Allottee fails to hold the possession for continuation of 6 months from the date of receipt of intimation to him about Occupation Certificate by way of call, mail, letter, news media, whats-app or otherwise inclusive of internet media, the Promoter has right to exclude the said Allottee from the list of Society and will handover the possession to the society and the promoter has right to resale the said Flat to the new allottee and preserve the sale consideration of the said premise for only 5 years therein after to be paid to the cancelled Allottee after making the deductions as mentioned herein above in the presence.

**14.** If within a period of five years from the date of handing over the said Flat to the Allottee/s, the Allottee/s bring/s to the notice of the Promoters any structural defect in the said Flat or the Wing of the said Building in which the said Flat is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at their own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the Act. It is hereby expressly clarified that the Promoters shall not be liable for any defects arising out of alteration or addition or changes made by the Allottee/s or any of the other flat allottee/s to the columns, beams, slabs, and/or ceiling or outer walls any other structural change/alteration in the said Flat or any part thereof and/or the said new building or any part thereof, or damages cause due to fixtures of fittings etc., nor the promoters are in any manner liable for the aforesaid acts of the Allottee/s.

**15.** The Allottee/s shall use the said Flat or any part thereof or permit the same to be used only for purpose of residence/commerce as the case may be and change of user will automatically cause and call for legal consequences.

**16.** The Allottee/s along with all the other allottees of Flats in the said Building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and



documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the Allottee/s, so as to enable the Promoters to register the common organization of allottees. No objection shall be taken by the Allottee/s if any, changes or modifications are made in the draft byelaws, 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.

**17.** The Allottee/s shall before obtaining Possession Receipt shall clear all their dues towards the Promoter and if under any circumstance the Allottee/s failed to clear the entire dues or any part thereof towards the promoters, the promoter has every legal right to consider/declare the allottee/s as trespasser and promoter will have every right to seek recovery of possession, damages, compensation from the said Allottee/s inclusive of penal action if any.

**18.** The Promoters 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 their right, title and the interest in the said Building or Wing in which the said Flat is situated.

**19.** The Promoters shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid & as the case may be, cause to be transferred to the said Society or Federation/Apex body all their right, title and the interest in the Project Land on which the said Building with multiple wings are constructed.

**20.** Within 15 days after notice in writing is given by the Promoters to the Allottee/s that the said Flat is ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said Flat) of outgoings in respect of the Project Land and Buildings 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. Until the Society or Limited Company is formed and the said Building or the Wing is transferred to it, the Allottee/s shall pay to

the Promoters such proportionate share of outgoings as may be determined. The Allottee/s further agree/s that till the Allottees/'s share is so determined the Allottee/s shall pay to the Promoters provisional monthly contribution of **Rs.\_\_\_\_\_/- (Rupees \_\_\_\_\_Only)** and such additional amount/charges in accordance with the rise in actual expenses per month towards the outgoings. The amounts so paid by the Allottee/s to the Promoters shall not carry any interest and remain with the Promoters until a conveyance/lease or transfer document (as may be practicable or permissible by law), of the Building or the Wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/lease or transfer document (as may be practicable or permissible by law), being executed for the Building or Wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters to the Society or the Limited Company, as the case may be subject to deductions to be made, if any.

**21.** The Allottee/s shall on or before delivery of possession of the said Flat keep deposited with the Promoters, the following amounts :-

<b>CHARGES</b>	<b>1BHK</b>	<b>2BHK</b>
Legal		
Development Charges		
MSEB/SLB		
Health Club		
Society		
Sharemoney		
Advance Maintenance		
Total Other Charges		

**22.** At the time of registration of conveyance/lease or transfer document (as may be practicable or permissible by law), of the Building or Wing of the Building, the Allottee/s shall pay to the Promoters, the Allottees/'s share of stamp duty and registration charges payable, by the

said Society or Limited Company on such conveyance/lease or any document or instrument of transfer (as may be practicable or permissible by law), in respect of the structure of the said Building/Wing of the building. At the time of registration of conveyance/lease or transfer document (as may be practicable or permissible by law), of the Project Land, the Allottee/s shall pay to the Promoters, the Allottees/'s share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance/lease or any document or instrument of transfer (as may be practicable or permissible by law), in respect of the Project Land to be executed in favour of the Society or Apex Body or Federation as the case may be.

**23.** These exclusive rights to park vehicles/car as afore-stated are inheritable and transferable and will stand attached to the said Flat the same being an amenity attached to the said Flat and the same shall not be transferred by the Allottee/s otherwise than with the transfer of the said Flat. The Allottee/s is/are also aware that the Promoters have already allotted/are entitled to allot to some other allottee/s the exclusive right to park vehicles/cars in the open space passed for parking vehicles. The Allottee/s hereby unconditionally accept/s and confirm/s the same and agree/s not to oppose such exclusive rights to park, in spaces not earmarked for the Allottee/s, granted by the Promoters.

**24.** The Allottee/s has taken inspection of all relevant documents and has satisfied themselves fully in respect of the Developers' title to the develop the Project Land prior to the execution of this Agreement.

**25. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS**

The Promoters hereby represent and warrant to the Allottee/s as follows:

**(i)** The Promoters have clear and marketable title with respect to the Project Land as Developers as declared in the Title Certificate annexed to this agreement and the Promoters have 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 Promoters have 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;

**(iv)** There are no litigations pending before any Court of law with respect to the Project which has any kind of stay on construction or continuation of the project, save and except as disclosed to the Allottee/s;

**(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 Promoters have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;

**(vii)** The Promoters have 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 Flat which will, in any manner, affect the rights of Allottee/s under this Agreement;

**(viii)** The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Flat to the Allottee/s in the manner contemplated in this Agreement;

**(ix)** It is clarify that Promoter has agreed to sell the said Flat to & Promoter is executing the Agreement in favour of the Allottee. Allottee shall have no claim of any nature whatsoever against promoter save and except acquiring legal right, title and interest in respect of the said flat including possession pursuant to the execution of the present agreement.

**26.** The Allottee/s or himself/herself/themselves with intention to bring all persons into whosoever hands the said Flat may come, hereby covenants with the Promoters & to the prospective buyers and Prospective Society:-

**(i)** To maintain the said Flat at the Allottees/'s own cost in good and tenantable repair and condition from the date that of possession of the said Flat is taken and shall not do or suffer to be done anything in or to the building in which the said Flat 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 said Flat is situated and the said Flat itself or any part thereof without the consent of the local authorities, if required;

**(ii)** Not to install any equipment such as dish antennae/solar heaters/solar panels, D.G. Set, air conditioning plants etc. on the terrace and/or under the stilts and/or basements of the said Building and/or in the compound of the said Building;

**(iii)** Not to alter and/or enclose and/or cover and/or change on any grounds whatsoever, the refuge area adjoining to lobby/staircase/Flat;

**(iv)** Not remove or affix grills/fixtures on the exterior of the said Building or cause any obstruction of any nature;

**(v)** Not to store in the said Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Building in which the said Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said Flat is situated, including entrances of the building in which the said Flat is situated and in case any damage is caused to the building in which the said Flat is situated or the said Flat on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.

**(vi)** That the common areas/facilities in general in the Complex, shall be maintained by promoter for an approximate period of 1 (One) years from the date of handing over of possession of the first flat in the complex, irrespective of its number or date of booking and for this maintenance for the aforesaid period of 1 (One) years, & Allottees shall have to pay the maintenance amount which is inclusive of salaries of security guards, sweepers, lineman, gardener(s), lift men, other related staff and common electricity/water, bills, streetlight bills, common pump room bills, and day to day external cleanliness and upkeeps of the common areas, lifts etc. to the Promoter till the date of handing over the possession of the entire building premise to the society. After the transfer of legal possession in favour of the society, the maintenance shall be done by the society of flat owners and Allottees shall have to pay such further charges for common area maintenance as decided by the society.

**(vii)** To carry out at his/her/their own cost all internal repairs to the said Flat and maintain the said Flat in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the building in which

the said Flat is situated or the said Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

**(viii)** Not to demolish or cause to be demolished the said Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Flat is situated and shall keep the portion, sewers, drains and pipes in the said Flat 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 said Flat 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 Flat without the prior written permission of the Promoters and/or the Society or the Limited Company.

**(ix)** 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 Wing of the said Building in which the said Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

**(x)** Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the Project Land and the Wing of the said Building in which the said Flat is situated.

**(xi)** Not to object any of the residential or commercial user or converter of the users or their Leasee or licensee for use of his/her/its premise and this agreement will be considered as present Allottee's Consent for all and every kind of commercial or residential use unless the said residential or commercial user doesn't have any legal sanction for the use thereof.

**(xii)** Not to make any additions or alterations in or outside the said unit, with or without our permission, not at any time demolish or damage, cause to be demolished or damaged, the Residential Unit or any part/walls thereof, nor at any time make or cause to be made any additions or alterations changes, structural, architectural or elevation changes, of whatsoever nature to the said Residential Unit or any part thereof or any part of the complex. So also not be permitted for closing the corridor, verandah or lounges or balconies nor shall be permitted to

carry out any alterations in the elevation and outer space, including the colour scheme. The verandah, pathways, lounge, corridors shall not be used for storing goods or in any other manner and these will always be kept open for common use. In case Allottee desires a change/modify/Use or do any extra work, which can conveniently be accommodated without affecting the overall plan, in the specification/design/layout of the property, the same can be done on a reasonable request on the part of Allottee to the society.

**(xiii)** Pay to the Promoters within fifteen days of demand by the Promoters, his/her/their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the Building/Wing of the Building in which the said Flat is situated.

**(xiv)** To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Flat by the Allottee/s for any purposes other than for purpose for which it is sold.

**(xv)** The Allottee/s shall not let, sub-let, transfer, sell, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Flat or Car Parking Space/s until all the dues payable by the Allottee/s as mentioned in this Agreement to the Promoters are fully paid up and only if the Allottee/s has/have not committed any breach of the terms of this Agreement and until the Allottee/s has intimated in writing to the Promoters.

**(xvi)** The Allottee/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 Flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/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 said Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

**(xvii)** Till a Conveyance/lease or transfer document (as may be practicable or permissible by law), of the Building/Wing of the Building in which the said Flat is situated is executed in favour of Society/Limited

Society, the Allottee/s shall permit the Promoters and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Building or any part thereof to view and examine the state and condition thereof.

**(xviii)** Allottee hereby confirms that he shall not have any better claim against the Promoter other than the amount which he has paid towards consideration of the aforesaid Flat.

**(xix)** If herein future, but before the completion of handing over process of the building project to the proposed Society, due to technical or any other reasons whatsoever, the name of Project gets varies, the consent of the Allottee will be considered as implied for the same and NOC is considered as deemed to be granted from his end.

**27.** The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Allottee/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 out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

**28.** Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat or of the Project Land and Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Flat and Car Parking Space/s hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

#### **29. LIFTS/ ELEVATORS & STAIRS:**

It is clearly understood and agreed that separate lifts and stair cases have been provided in the building, which shall remain in common use of all the occupants/purchasers of residential/commercial units in the "\_\_\_\_\_". The maintenance of the lifts shall be done from the common area maintenance charges collected, by the society concern and the Allottee shall bare the cost of the same.

#### **30. SEPTIC TANK:**



The septic tank/s will be provided for the joint use and maintenance of all the flats of all the wings to be constructed in the project. The maintenance charges of the said septic tank shall be borne by the users/owners/occupants of all the flats of all wings in equal or such other ratio and proportions out of the common area & common facility charges, as stated above or as decided by the Co-Op Societies.

**31. OPEN SPACES:**

All the roof tops, common roads, gardens, open/common parking areas buildings, sheds, verandah, passages, lounge, pathways, corridors and all other facilities etc. and the furniture and equipment provided therein in the complete complex are and will always remain sole and exclusive property of the society and no individual rights of ownership, management, developments etc. will be passed on to society. The use of such buildings, articles etc., will be allowed to allottee in accordance with the terms and conditions and subject to the special charges as prescribed by society. Allottee individually or jointly shall raise no claim/objection over there. No purchaser/occupier of any of the residential flat shall have any right on the roof of the top floor.

**32. RAIN WATER HARVESTING:**

Proper arrangements for rain water harvesting are being made for the project and Allottee hereby agree that the maintenance and management of the rain water harvesting system out of the common area maintenance funds.

**33. PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE:-**

After the Promoters execute this Agreement they shall not herein future mortgage or create a charge on the said Flat and if any such mortgage or charge will get made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has/have taken or agreed to take such said Flat.

**34. BINDING EFFECT**

Forwarding this Agreement to the Allottee/s by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee/s until, firstly, the Allottee/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 Allottee/s and secondly, appears for registration of the same before the concerned Sub-

Registrar as and when intimated by the Promoters. If the Allottee/s fail/s to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.

**35.** Without prejudice to the Promoters' right to terminate this Agreement as stated hereinabove, for any amounts remaining unpaid by the Allottee/s under this Agreement, the Promoters shall have first lien and charge on the said Flat agreed to be allotted to the Allottee/s and in future as every right over and above the aforesaid Flat.

**36. ENTIRE AGREEMENT**

This Agreement, along with its schedules and annexure's, 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 Flat.

**37. RIGHT TO AMEND**

This Agreement may only be amended through written consent of all the Parties hereto. The Promoter has right to amend plans, elevation, amalgamations etc. without hampering the Allottee/s interest.

**38. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/S/ 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 Allottee/s of the said Flat, in case of a transfer, as the said obligations go along with the said Flat for all intents and purposes.

### **39. SEVERABILITY:-**

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

### **40. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

Wherever in this Agreement it is stipulated that the Allottee/s has/have to make any payment, in common with other allottees in Project, the same shall be in proportion to the carpet area of the said Flat to the total carpet area of all the Flats in the Project.

### **41. FURTHER ASSURANCES:-**

All the 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.

### **42. PLACE OF EXECUTION:-**

The execution of this Agreement shall be complete only upon its execution by the Promoters through its authorized signatory at the Promoters' Office, or at some other place, which may be mutually agreed between the Promoters and the Allottee/s, in after the Agreement is duly executed by the Allottee/s and the Promoters 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 Mumbai.

**43. PRESENTATION OF AGREEMENT:-**

The Allottee/s and/or Promoters shall present this Agreement as well as the conveyance/lease/transfer document as stated hereinabove, at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof.

**44. SERVICE OF NOTICES ETC:-**

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

Name of Allottee/s: \_\_\_\_\_  
: \_\_\_\_\_  
Allottees/s Address: \_\_\_\_\_  
: \_\_\_\_\_  
: \_\_\_\_\_  
Email Address : \_\_\_\_\_

Promoter name : **M/s. Vineet Buildcon Pvt Ltd**  
Promoter's Address : \_\_\_\_\_  
Email Address : \_\_\_\_\_

It shall be the duty of the Allottee/s and the Promoters 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 Promoters or the Allottee/s, as the case may be.

**45. JOINT ALLOTTEES:-**

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

**46. STAMP DUTY AND REGISTRATION :-**

The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee.

**47. 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, thereunder.

**48.** The Allottee/s hereby declares that they have gone through the Agreement and all the documents related to the said Flat purchased by him/her/them and has expressly understood the contents, terms and conditions of the same and the Allottee/s after being fully satisfied with the contents has entered into this Agreement and also hereby bind by the covenants thereof.

**49. 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 Mumbai courts 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 Mumbai in the presence of attesting witness, signing as such on the day first above written.**

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**(Description of the Plot/land premise)**

**ALL THAT** piece or parcel of land admeasuring \_\_\_\_\_ Sq. Meters, Equivalent \_\_\_\_\_ Sq. Feet's which has corresponding CTS No. \_\_\_\_\_ of village- \_\_\_\_\_, Taluka- Kurla, Brihanmumbai and bounded as follows that is to say:

On or towards East :

On or towards West :

On or towards North :

On or towards South :

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**DESCRIPTION OF COMMON AREAS & COMMON FACILITIES**

**1. Common areas shall include:-**

- a) Areas covered under the external and internal walls and pardis (built up areas).
- b) Staircases, lobbies, passages and landings, common terraces (excluding pocket/attached terraces abutting certain flats and, as such, exclusively allotted to purchaser of the said flat).

**2. Common facilities in the building shall include:-**

- a) Overhead and underground water storage tanks and water pipes, water meter, pump room with pumps and accessories.
- b) Drainage and sewerage including septic tank and soak etc.
- c) Electrical common load wiring, starters/switches and all common wirings.
- d) Common lights in staircases, landings, gates, terrace and compounds.
- e) Un-allotted open bathroom spaces.
- f) Compound gate/s.
- g) Common compound walls.
- h) Lift.

**(Specifications and Amenities)**

**TILING**

- Vitrified Flooring in Living Room
- Anti skid tiles in bathrooms
- Decorative chequered tiling in compound

**KITCHEN**

- Granite Platform with Stainless steel sink
- Vitrified Flooring in Kitchen
- Decorative dado tiling

**TOILET**

- Designer bathroom with Branded sanitary ware
- Concealed plumbing with premium quality CP Fittings

**DOORS & WINDOWS**

- Stylish doors in every room with elegant handles & locks
- Sliding windows

**WALLS & PAINTS**

- Gypsum/POP finished Internal Walls
- Acrylic/Plastic paint of premium quality for interior walls
- External Acrylic Paint

**ELECTRIFICATION**

- Provision for Telephone, TV & Internet Connection in all rooms
- Branded concealed wiring
- Branded premium electrical fittings
- Power back up for lift
- Hi speed Elevators

**SECURITY**

- Earthquake Resistant RCC Structure
- Modern Fire Fighting System
- CCTV Cameras at entry gates and inside the compound
- Decorative compound wall with decorated gate

SIGNED AND DELIVERED )  
by the withinnamed “**PROMOTERS**” )  
**M/s. Vineet Buildcon Pvt Ltd** )  
through its Director/s )  
\_\_\_\_\_ )

**SIGNED AND DELIVERED** )  
by the withinnamed )  
**“ALLOTTEE/S”** )  
  
\_\_\_\_\_ )

\_\_\_\_\_ )

Housiey.com

WITNESSES:

1.

2.

## **RECEIPT**

ACKNOWLEDGED to have received heretofore of and from the  
withinnamedAllottee/s \_\_\_\_\_ a sum  
ofRs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_  
\_\_\_\_\_Only) Being the as advance payment or deposit paid by  
the Allottee/s to the Promoter

**I/WE SAY RECEIVED**

**FOR VINEET BUILDCON PVT. LTD.**

**Directors/Authorized Signatory**

**WITNESSESS:**

**1.**

**2.**



Payment schedule	
BOOKING	10%
PLINTH	30%
1SLAB	4%
3SLAB	4%
5SLAB	4%
7SLAB	4%
9SLAB	4%
11SLAB	4%
13SLAB	4%
15SLAB	4%
17SLAB	4%
19SLAB	4%
21SLAB	4%
23SLAB	4%
BRICKWORK	4%
PLASTER	4%
POSSESSION	4%
	100%

**AGREEMENT FOR SALE**

**B E T W E E N:**

**M/s. Vineet Buildcon Pvt. Ltd**

**.... PROMOTER**

**A N D:**

\_\_\_\_\_  
\_\_\_\_\_

**....ALLOTTEE/S**

**Contact No. :** \_\_\_\_\_

=====

**DATED THIS      DAY OF                      , 2021**

=====

Flat/Shop No. \_\_\_\_\_

\_\_\_\_\_

**S.M. GAONKAR & ASSOCIATES**

(Advocates)

OFFICE      at,      A/1,      Madhukamal,  
Rambhuvan Compound, Konkan Nagar,  
Bhandup (w), Mumbai – 400 078.

9869217369/9320217369

[Email ID: - advsanjay9@gmail.com](mailto:advsanjay9@gmail.com)

To,  
Mr/Mrs \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Sub:** - Letter of Allotment of Flat/Apartment Bearing \_\_\_\_\_  
in Ongoing Project of **"M/s. Vineet Buildcon Pvt Ltd"** at \_\_\_\_\_,  
comprised of CTS No. 1(part) of Village- Ghatkopar, Taluka- Kurla,  
Mumbai situated at Nagbaba Nagar, Near Nagbaba Mandir, V.D.  
Savarkar Marg, Park site, Vikroli (w), Mumbai – 400 079

**Dear sir/Madam,**

- 1) We are Promoters/Developers of a Land Bearing C.T.S. No. 1(part)of Village Bhandup, Taluak- Kurla, Brihanmumbai by virtue of appointment of M/s. Nagrak SRA CHS LTD Special General Body Resolution dated 18/04/2017 & which got approved by SRA vide its order dated 23<sup>rd</sup> march 2015.
- 2) We have got our plans sanctioned/amended from Slum Rehabilitation Authority/Municipal Corporation of Greater Mumbai vide Letter No **SRA/ENG/654/N/STGL/Layout** issued by Executive Engineer, **08/06/2021**
- 3) We have been issued a Letter of Intent vide No. **SRA/ENG/2002/N/STGL/LOI** issued by \_\_\_\_\_ dated **04/02/2021**
- 4) We have got our Intimation of Approval (IOA) vide No. **N/STGOVT/0020/20080801/AP** issued by \_\_\_\_\_ dated **23/02/2021**
- 5) We have also procure our building Commencement Certificate (C.C.) vide No. \_\_\_\_\_ issued by \_\_\_\_\_ dated \_\_\_\_\_
- 6) We have commence the project in accordance with the Development Control Regulations and such other legal mandatory norms which are time being in force and also got our aforesaid development proposal enrolled/registered within the provisions of The Real Estate Regulation and Development Act 2016 within the Real Estate Regulation Authority vide No. \_\_\_\_\_ dated \_\_\_\_\_
- 7) We are being authorized to sale the available units in accordance with the Agreement and Sanctions which are obtained/to be obtained by us.
- 8) You have approached us with a proposal of purchase of a Flat bearing No. \_\_\_\_\_ of our aforesaid ongoing project by inspection of all the title and project related documents, and also visited MAHARERA Website and also verified from personal sources and also ascertain the quality, proposed amenities, cost etc., after getting fully satisfied about the project/proposal its authentication, genuineness and as found in accordance your requirement, you made application dated \_\_\_\_\_, for the purchase of Apartment/Commercial Premise having description as mentioned in the schedule annexed herewith.

**9) Sale Consideration, Advances and Payment Schedules:**

That in pursuance of the Booking Application Form submitted by you as aforesaid, We hereby allots a Residential Flat Bearing No. \_\_\_\_\_ situated on \_\_\_\_\_ Floor, in a Building which is/will known as " \_\_\_\_\_ " at Nagbaba Nagar, Near Nagbaba Mandir, V.D. Savarkar Marg, Park site, Vikroli (w),

Mumbai – 400 079 admeasuring \_\_\_\_\_ sq. Feet's (Rera Carpet Area) subject to your acceptance of the terms mentioned herein by receiving advance payment of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) and also subject to payment of balance sale consideration of Rs. \_\_\_\_\_ plus Tax, GST and such other charges which will be paid by you, in installments or otherwise, to us i.e. **M/s. Vineet Buildcon Pvt Ltd** in accordance with the understanding and covenants, & Terms and conditions which will be reflecting in the Agreement For Sale.

You are also hereby bound to pay the installments within 10 days from the date of oral/written demand raised or intimation given by us or otherwise a monthly interest at the rate of 06% per annum on the defaulted balance amount shall also be payable by you, and you are not expected to default or delay the installments or part thereof for successive period of 3 months from today, or if you will cancel the mutual agreement hereof/present allotment of Apartment/ Agreement For Sale held between us, In either of the aforesaid situations we shall have the right to cancel this agreement unilaterally and shall also have the right to transfer/sell the residential unit, allotted to you, in favour of any other person/party, irrespective your objection of any kind. We in such circumstance will refund your deposits/advances/installments/earnest money within a period of 2 months from the date of intimation of cancellation by deducting the necessary fees, compensation, loss, damages value, interest together with all sort of expenses etc which my client has bare till date any objection if raised by you in this regard shall be deemed to be null, void and inoperative.

You are hereby liable to pay the installments irrespective of your Loan process or otherwise from any financial Institutes/Banks/Private Sector/Credit Society/friend or otherwise, and if any of the above or any such other institution after confirming Loan process fails to perform their obligations, the same will revert upon you.

If in any case the project got delayed due to fault on our part, subject to such other Force-Majore, act of god, pandemic situation, change in Government policies, Scarcity of Materials, natural calamities etc or any such reason which is beyond our control, we are liable if you so demand to refund back your deposited money with interest @ 6% p.a. from the date of demand made by you after deduction if any in accordance with our policy.

If you agree that without prejudice to our rights as mentioned in Clause No. 3 herein-above, you shall be liable to pay us, an interest at the rate @ 06% (Six percent) per annum on all amounts outstanding for more than 10 (Ten) days. The discretion for termination/cancellation of the allotment or acceptance of the delayed payment with interest shall exclusively rest with us. Failure of any kind of due payments to us including charges, cess, taxes etc will render the possession of yours illegal and will be considered accordingly.

You after allotment of the said Apartment/Gala would be bound to abide by the provisions of the Maharastra Co-Op Societies Act and/or any other laws, bye-laws, rules or regulations enforceable at present or made enforceable any time in future by the State or Central Govt. or any Local Body. You shall also be bound to abide by the rules and bye-laws as framed by the Association or the Society in future.

You agree that you shall, after possession, use the aforesaid unit only for the residential or commercial purposes as the case may be and will not give it on rent or lease or sublet the same for any illegal and unlawful purposes and will not make any kind of illegal addition, alteration without following due process of law.

You agreed that, at any point of time during occupation, you or your representatives will not object for official use of any other commercial unit owner or legal occupier for its use in any manner whatsoever and shall furnish NOC whenever required for all or any business or class of business or use permitted by State or Central Government.

From today till the date of complete payment of consideration amount and / or the possession of the Flat premise and /or handing over the possession of the building structure to the society, you will keep inform and updated you correspondence addresses including email ID and Contact details.

You shall have no any right or authority to assign or transfer the right under this letter, or agreement hereof to any other person without our consent in willing.

This Allotment letter does not confer any rights either in respect the said premises or otherwise and is restricted only to acknowledge of your advance payment for your proposal to purchase the said premises and shall not be pledge to raise money, loan or advances etc.

Stamp Duty and Registration Charges on the date of execution of Agreement For Sale or any such additional documents etc thereof shall be bare by you. So also Maintenance charges, electric meter, society charges and other amounts shall be payable to us from the date of actual possession of your unit till the date of handing over/transfer of possession in favour of the residential society All taxes as may be applicable and levied on the present transactions including GST, TDS, CESS and any other taxes in respect of the said premises shall be paid extra as per government Norms and as per requirement by you.

You by way of execution of this Allotment Letter confirm that:

You should utilize the Apartment for the purpose for which is allotted and not to use and utilize the same for illegal, immoral purpose and specifically use the same for the residential or commercial purpose as the case may be.

You are required to submit authenticated copies of a PAN-CARD, AADHAR Card, Residence Proof, Income Proof or any such other proofs or documents as required and called for by us.

The allotment will be confirmed in your favour through a Registration of the Agreement for Sale in your favour only after fulfillment of the terms and conditions set-forth herein and since then the covenants of the Agreement for Sale has overriding effect over the present Letter of Allotments.

You must obtain possession of the Apartment allotted within 15 days from the demand called for from our part, and from the date of preceding 15<sup>th</sup> day, it will be presumed that you have taken the possession of the premise and all the rules and bylaws will apply accordingly.

All the payments against the purchase of the said Flat shall be made by way of Cheque/Demand Draft/ RTGS/NEFT or such other electronic media.

Society Maintenance Charges of 16 months Development Charges, Infrastructure Charges, Electricity/Water Charges, Legal Charges and Society Deposits etc. will be excluded in the present consideration.

The above price is subject to escalation in cost of building materials. Stamp Duty, Registration Charges, GST Service Charges, Cess etc. if levied shall be borne by purchaser.

This Allotment shall be subject to Mumbai Jurisdiction Only.

Yours Faithfully,

**M/s. Vineet Buildcon Pvt Ltd**

Director

**Place: Mumbai**

**Date: \_\_\_\_/\_\_\_\_/2021**

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### **SCHEDULE**

The property as referred in this Allotment Letter is **One Residential**  
\_\_\_\_\_ **BHK Unit, bearing Flat No.** \_\_\_\_\_ , \_\_\_\_\_ **floor,** in  
“**SAI ORION**” admeasuring \_\_\_\_\_ Sq. Feet’s, CTS No. 1(part) of  
Village- Ghatkopar, Taluka- Kurla, Mumbai situated at Nagbaba  
Nagar, Near Nagbaba Mandir, V.D. Savarkar Marg, Park site, Vikroli  
(w), Mumbai – 400 079, Brihanmumbai and bounded as under-

The Existing Boundaries of the proposed Building:-

**In the East by :**

**In the West by :**

**In the North by :**

**In the South by:**

This Allotment Letter has been issued by the Allotter & the letter & all  
the terms contained therein have been accepted by the Allottee by  
voluntary signing the letter in presence of the witnesses at MUMBAI  
on this \_\_\_\_ day of \_\_\_\_\_ 2021.

**WITNESSES: -**

**1-** Name .....  
Age .....  
Address.....  
Office at

**ALLOTTED BY**

**ALLOTTEE: -**

**2-** Name ..... **We/I do hereby accept all the**  
**aforesaid**  
Age ..... terms contained herein above  
Address.....

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Payment schedule	
BOOKING	10%
PLINTH	30%
1SLAB	4%
3SLAB	4%
5SLAB	4%
7SLAB	4%
9SLAB	4%
11SLAB	4%
13SLAB	4%
15SLAB	4%
17SLAB	4%
19SLAB	4%
21SLAB	4%
23SLAB	4%
BRICKWORK	4%
PLASTER	4%
POSSESSION	4%
	100%