

Housiey.com

### **AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE is** made and entered into at Navi Mumbai on this day of \_\_\_\_\_, 2023 between **M/S KONNARK HIGH CASTLE a partnership firm through its partner Shri Ninath Bhausaheb Shingade**, having his office at **901-902, 905-908, Shelton Cubix, Sector - 15, Plot no - 87, Sector - 15, CBD Belapur, Navi Mumbai. 400614.** Hereinafter referred to as "**THE PROMOTER**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and assigns)

OF THE ONE PART and SHRI/SMT/MISS/M.S \_\_\_\_\_

Having  
Address \_\_\_\_\_

hereinafter referred to as "THE ALLOTTEE(S)" (which expression shall unless contrary to the context or meaning thereof mean and include in the case of individuals his/her/their heirs and legal representatives and in case of partnership firm the partners constituting the firm for the time being and the survivors or survivor of them and their respective heirs and legal representatives and in the case of a corporate body, its successors and assigns and in the case of the Trust its trustees for the time being) OF THE OTHER PART.

Whereas the Promoter is absolutely seized and possessed of or otherwise well and sufficiently entitled to all those piece or parcel of Nonagricultural vacant land or ground bearing **Gut No.- 59 and 60 admeasuring about 6200 sq. mtr. situate, lying and being at Village-Giravale within the jurisdiction of Sub-Registrar of Panvel, Tal.-Panvel, Dist.-Raigad** and more particularly described in the schedule hereunder written and hereafter referred to as "THE SAID PROPERTY/PLOT OF LAND". Hereto annexed and marked "**Annexure-A**" is the copy of the 7/12 extract of the said plot of land;

And whereas the aforesaid land has been converted to non-agricultural use vide a common order of the Deputy chief planne MSRDC LTD. Issued commencement certificate via letter number MSRDC/SPA/GIRAVALE/PANVEL/BP-396/CC/2023/887 dated 23.05.2023 is annexed hereto as "**Annexure – B**";

And whereas the aforesaid land falls under MSRDC ( Maharashtra State Road Development Corporation Limited) and the Government of Maharashtra has notified the Maharashtra State Road Development Corporation Limited (MSRDC) as the special planning authority for the MSRDC (Maharashtra State Road Development Corporation Limited)Notified area; And whereas the Promoter is fully entitled to develop the said land and construct the buildings thereon in accordance with the plans sanctioned by MSRDC Limited. The promoter has got the plans, the specifications, elevations, sections and details of the said buildings to be constructed on the said plot approved from the concerned local authority;

AND WHEREAS vide letter dated 23/05/2023 bearing reference no. MSRDC/SPA/GIRAVALE/PANVEL/BP-396/CC/2023/887 (hereinafter referred to as the said "**Commencement Certificate**") MSRDC had granted development permission to Promoter for utilizing 12674.920 sq. meters of FSI of said Land out total available FSI on the said Land. As per said Commencement Certificate the Promoter was entitled for developing one residential buildings of basement + Ground +19<sup>th</sup> (Nineteen) upper floors all together having 177 residential units;

And whereas the Allottee(s) is/are offered a Flat bearing number \_\_\_\_\_ On the \_\_\_\_\_)

Floor (hereinafter referred to as "the said Flat") of the buildings' project to be known as "**KONNARK HIGH CASTLE**" (hereinafter referred to as "the said Building") being constructed of the said project, by the Promoter;

And whereas the Promoter 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 Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building(s).

And whereas by virtue of the aforesaid Agreements, the Promoter has sole and exclusive right to sell the Flat and Other Units in the proposed building(s) to be constructed by the promoter on the project land and to enter into Agreement(s) with the Allottee(s) of the said Flat and Other Units therein and to receive the sale price in respect thereof.

And whereas on demand from the allottee(s), the Promoter has 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 Promoter's Architects **M/S. An-ARCH 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 whereas the authenticated copy of Certificate of Title issued by the advocate of the Promoter's i.e. **ADV. UMESH SHINDE**, showing the nature of the title of the Promoter to the project land on which the Flats are to be constructed have been annexed hereto and marked as "**Annexure-D**".

And whereas the authenticated old & new copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as "**Annexure-E**".

And whereas the authenticated copies of the plans and specifications of the Flat agreed to be purchased by the Allottee(s), as sanctioned and approved by the local authority have been annexed and marked as "**Annexure-F**".

And whereas the Promoter has got the approvals from the concerned authority(s) to the plans, the specifications, elevations, sections and of the said building/s so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

And whereas while sanctioning the said plans concerned authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the

project land and the said building and upon due observance and performance of which only the Completion or Occupancy Certificate in respect of the said building(s) shall be granted by the concerned authority.

And whereas the Promoter has accordingly commenced construction of the said building(s) in accordance with the said proposed plans.

And whereas the Allottee(s) have applied to the Promoter for allotment of a Flat and/or other units bearing number \_\_\_\_\_ On the \_\_\_\_\_ Floor of the proposed buildings' project to be known as "**KONNARK HIGH CASTLE**" being constructed of the said Project.

And whereas the carpet area of the said Flat is \_\_\_\_\_ Sq. Mts. and "Carpet Area" means the net usable floor area of Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony area of

\_\_\_\_\_ Sq. Mts. appurtenant to the said Flat for exclusive use of the Allottee(s) or verandah area and exclusive open terrace area of \_\_\_\_\_ Sq. Mts. 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.

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 hereafter.

And whereas prior to the execution of these presents, the Allottee(s) has/have paid to the Promoter a sum of **Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only)** being part payment of the sale consideration of the Flat agreed to be sold by the Promoter to the Allottee(s) as advance payment or application fee (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee(s) has/have agree(s) to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

And whereas the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at Mumbai No. \_\_\_\_\_ dated \_\_\_\_\_ And Updated On 18/05/2020; the authenticated copy of the Certificate is annexed herewith as "**Annexure-G**".

And whereas 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 infact 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 Promoters hereby agree to sell and the Allottee(s) hereby agree(s) to purchase the said Flat.

**Now therefore this Agreement witnessed and it is hereby agreed by and between the parties hereto as follows:**

- 1) The Promoter shall construct the said building **project to be known as "KONNARK HIGH CASTLE"** consisting **1 (One) building having Basement + Ground + 19<sup>th</sup> (Nineteen) upper floors on the project Land** in accordance with the plans, designs and specifications approved by the concerned authority and which have been seen and approved by the Allottee(s) with only such variations and modifications as the Promoter may consider necessary or as may be required by the concerned authority/Government to be made in any of the Premises.
  
- 1) a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. ..... of the type ..... of carpet area admeasuring ..... sq. metres on ..... floor in the building / wing (hereinafter referred to as "The Apartment") as shown in the Floor plan thereof here to 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 Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing nos. ..... situated at Basement and / or Stilt and / or podium being constructed in the layout for the consideration of Rs. ...../-.
  
- (iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos. ..... situated at ..... Basement and / or stilt and / or podium being constructed in the layout for the consideration of Rs. ...../-
  
- 1) b The total aggregate consideration amount for the apartment including garages / covered parking spaces is thus Rs. ...../-

1) c The Allottee 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 Promoter the balance amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) in the following manner –

All Payments as a part of consideration and all other charges mentioned in clause no. 14 to be paid to KONNARK HIGH CASTLE having Account no. \_\_\_\_\_, Bank \_\_\_\_\_ Branch only

Payment Schedule:-

- i. Amount of Rs. ...../- (.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.
- ii. Amount of Rs...../- (.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.
- iii. Amount of Rs...../- (.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
- iv. Amount of Rs...../- (.....) (not exceeding 75% of the total consideration) to be paid to the Promoter 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 Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
- vi. Amount of Rs...../- (....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with water proofing, of the building or wing in which the said Apartment is located.
- vii. Amount of Rs...../- (.....) (not exceeding 95% of the total consideration) to be paid to the Promoter 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 may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.
- viii. Balance Amount of Rs...../- (.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

1) d The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, GST, Service Tax, and Cezss or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [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 Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottees, which shall only be applicable on subsequent payments.

a) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee(s) by discounting such early payments @6% (Six Percent) per annum for the period by which the respective instalment has been prepared. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoter.

b) The Promoter shall confirm the final carpet area that has been allotted to the Allottee(s) after the construction of the Buildings are 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 3% (Three percent). The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee(s) within 45 (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 in Clause 1(a) of this Agreement.

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

2) a) The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the Flat to the Allottee(s), obtain from the concerned local authority Occupation and/or Completion Certificates in respect of the said Flat.

d) Time is essence for the Promoter as well as the Allottee(s). The Promoter shall abide by the time schedule for completing the project and handing over the Flat to the Allottees and the common areas to the association of the Allottees after receiving the Occupancy Certificate or the completion certificate or both, as the case may be. Similarly, the Allottee(s) shall make timely payments of the instalment and 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 as provided in clause 1 (b) herein above. ("Payment Schedule").

2) The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is **12674.920** Sq. Mts. Only and the Promoter has planned to utilize additional Floor Space Index of by availing TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the development control regulations or based on expectation of increased FSI which may be available in future on modification to development control regulations which are application to the said project based on expected TDR to be made available to be loaded on the said plot at that time. The Allottee(s) have agreed to purchase the said Flat based on the proposed construction and sale of Flat to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

3) The allottee hereby declares that the promoter has specifically expressed to him the desire to consume addition F.S.I / TDR. On the said Plot by applying for revised permissions (Plans, C.C., Necessary permission) to consume such F.S.I. The allottee is shown a specific revised plan and is made aware of the changes going to be made to the existing building plan, by adding additional floors, amending the ground floor, building new buildings/wing, modification in the infrastructure layout of the said project etc. The allottee thus accepts and confirms the same.

4) a) If the Promoter fail to abide by the time schedule for completing the project and handing over the Flat to the Allottee(s) the Promoters agree to pay to the Allottee(s) who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee(s)

for every month of delay, till the handing over of the possession. The Allottee(s) agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee(s) to the Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter.

b) Without prejudice to the right of promoter to charge interest in terms of clause 4 above, on the Allottee(s) committing default in payment on due date of any amount due and payable by the Allottee(s) to the Promoter under this Agreement (including his/her/them proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee(s) committing 3 (Three) defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of 15 (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 his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee(s) fail(s) to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

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

5) The fixture and fittings with regards to flooring and sanitary fittings and amenities to be provided by the Promoter in the Flat and the said building are those that are set out in the "**Fourth Schedule**" mentioned hereunder.

6) **The Promoter shall give possession of the Flat to the Allottee(s) on or before\_\_\_\_\_.** If the Promoter fails or neglects to give possession of the Flat to the Allottee(s) on account of reasons beyond their control by the aforesaid date then the Promoter shall be liable on demand to pay interest to the Allottee(s) on the amounts already received by them in respect of the Flat with interest at the same rate as may mentioned in the clause 5 herein above.

7) Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of building in which the Flat 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.

8) The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee(s) as per the agreement shall offer in writing the possession of the 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 Promoter shall give possession of the Flat to the Allottee(s). The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s) agree(s) to pay the maintenance charges as determined by the Promoter or association of Allottee(s) as the case may be. The Promoter on its behalf shall offer the possession to the Allottee(s) in writing within 7 (Seven) days of receiving the occupancy certificate of the Project.

a) The Allottee(s) shall take possession of the Flat within 15 (Fifteen) of the written notice from the Promoter to the Allottee(s) intimating that the said Flat are ready for use and occupancy:

b) Upon receiving a written intimation from the Promoter as per clause 7, the Allottee(s) shall take possession of the Flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Flat to the Allottee(s). In case the Allottee(s) fail to take possession within the time provided in clause 9 a) such Allottee(s) shall continue to be liable to pay maintenance charges as applicable.

c) If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

9) The Allottee(s) shall use the Flat or any part thereof or permit the same to be used only for purpose of residence. He shall use the parking spaces only for purpose of keeping or parking his own vehicle.

10) The Allottee(s) along with other Allottee(s) of Flats in the building shall join

in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within 7 (Seven) days of the same being forwarded by the Promoter to the Allottee(s), so as to enable the Promoter to register the common organization of Allottee(s). No objection shall be taken by the Allottee(s) if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

- 11) The Promoter shall, within 3 (Three) months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company or federation of the society all the right, title and the interest of the Promoter in the said structure of the Building or wing in which the said Flat is situated.
- 12) The Promoter shall, within 3 (Three) months of registration of the Society or Limited Company, as aforesaid, cause to be transferred to the Society, company or federation of the society all the right, title and the interest of the Promoter in the project land on which the buildings are constructed.
- 13) Within 15 (Fifteen) days after notice in writing is given by the Promoter to the Allottee(s) that the 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 Flat) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee(s) shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee(s) further agree that till the Allottees share is so determined the Allottee(s) shall pay to the Promoter provisional monthly contribution of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) per month towards the outgoings. The amounts so paid by the Allottee(s) to the Promoter shall not carry any interest and remain with the Promoter until a conveyance of the structure of the building 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 building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

14) The Allottee(s) shall on or before delivery of possession of the said apartment also keep deposited with the Vendor the following amounts.

|              |             |   |
|--------------|-------------|---|
| <b>i.</b>    | Rs. _____/- | For Share money, application entrance fee of the Society / Limited Company, Federation / Apex Body        |
| <b>ii.</b>   | Rs. _____/- | For formation and registration of the Society / Limited Company / Federation / Apex Body / Legal Charges. |
| <b>iii.</b>  | Rs. _____/- | Development Charges.  |
| <b>iv.</b>   | Rs. _____/- | Club House Charges  |
| <b>viii.</b> | Rs. _____/- | TOTAL + TAX whenever applicable   |

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

16) At the time of registration of conveyance of the structure of the building or wing of the building, the Allottee(s) shall pay to the Promoter, the Allottees share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or any document or instrument of transfer in respect of the structure of the said Building/wing of the building. At the time of registration of conveyance of the project land, the Allottee(s) shall pay to the Promoter, the Allottees share of stamp duty and registration charges payable, by the said Society or Limited company on such conveyance or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Society or limited company.

17) The Promoter hereby represents and warrants to the Allottee(s) as follows:

- a) The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and have the requisite rights to carry out development upon the project land and also have actual, physical and legal possession of the project land for the implementation of the Project;
- b) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- c) There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- d) 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;
- e) 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;
- f) The Promoter has the right to enter into this Agreement and have 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;
- g) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Flat which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- h) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat to the Allottee(s) in the manner contemplated in this Agreement;
- i) At the time of execution of the conveyance deed of the structure to the association of Allottee(s) the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee(s);
- J) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies,

levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project land to the competent Authorities till the time of possession.

- k) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project.
- 18) The Allottee(s) for himself/herself/themselves with intention to bind himself/herself/themselves and all persons into whomsoever hand the said Flat may come, doth hereby covenant with the Promoter(s) as follows:-
  - a) To maintain the Flat at the Allottees own cost in good and tenable repair and condition from the date that of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the 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 Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.
  - b) Not to store in the 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 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 Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the 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.
  - c) To carry out at his own cost all internal repairs to the said Flat and maintain the 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 Flat is situated or the 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.
  - d) Not to demolish or cause to be demolished the 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 Flat or any part thereof, nor any alteration in

the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the 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 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 Promoter and/or the Society or the Limited Company.

- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- f) 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 building in which the Flat is situated.
- g) Pay to the Promoter within fifteen days of demand by the Promoter, 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 in which the Flat is situated.
- h) 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 Flat by the Allottee(s) for any purposes other than for purpose for which it is sold.
- i) The Allottee(s) shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Allottee(s) to the Promoter under this Agreement are fully paid up.
- j) The Allottee(s) shall observe and perform all the rules and regulations which the Society or the Limited Company 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 regarding the occupancy and use of the 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.

k) Till a conveyance of the structure of the building in which Flat is situated is executed in favour of Society/Limited Society, the Allottee(s) shall permit the Promoter and his surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

19) The Promoter shall maintain separate account in respect of the sums received by the promoter 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 limited company or any other legal body to be formed or towards the outgoings, legal charges and shall utilize the amounts only for the purpose for which they have been received.

20) Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise and/or assignment in law of the said Flat or the said building or any part thereof. The Allottee shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreational spaces will remain the property of the Promoter until the said structure of the building is transferred to the society / limited company or other legal body as hereinbefore mentioned.

- 21) After the Promoter execute this Agreement for sale, they shall not mortgage or create a charge on the Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee(s) who has\have taken or agreed to take such Flat.
- 22) Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter 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 Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (Thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the 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.
- 23) 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 Flat/building, as the case may be.
- 24) This Agreement may only be amended through written consent of the Parties.

- 25) It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.
- 26) If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
- 27) Wherever in this Agreement it is stipulated that the Allottee(s) has/have to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Flat to the total carpet area of all the Flat in the Project.
- 28) 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.
- 29) The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee(s), in Panvel after the Agreement is duly executed by the Allottee(s) and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Panvel, Raigad.

- 30) The Allottee(s) and/or Promoter shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.
- 31) That all notices to be served on the Allottee(s) and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) or the Promoter by Registered Post A.D and notified Email ID at their respective addresses specified below:

---



---



---

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

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

- 32) That in case there are Joint Allottee(s) all communications shall be sent by the Promoter to the Allottee(s) whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee(s).
- 33) The charges towards stamp duty and Registration of this Agreement for Sale shall be borne and paid by the Promotor or Allotee as mutually decided.
- 34) Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.
- 35) 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 courts at Panvel will have the jurisdiction for this Agreement.

### **FIRST SCHEDULE**

#### **Description of the Land**

All that piece or parcel of vacant nonagricultural land or ground bearing **Gut No.- 59 and 60** admeasuring about **6200 sq. mtr.** situate, lying and being at **Village-Giravale within the jurisdiction of Sub-Registrar of Panvel, Tal.-Panvel, Dist.-Raigad** and bounded as follows; i.e. to say:

- On or towards the North by : Gat No.- 64
- On or towards the South by : Gat No.- 54
- On or towards the East by : Gat No.- 61
- On or towards the West by : Gat No.- River

### **SECOND SCHEDULE**

All those 1 building being constructed on the Land described in First Schedule here in above by utilizing 12674.920 sq. meters of FSI and having 177 residential flat (consisting of 1BHK + 2BHK,) in the following manner (i) 2 (two) residential cum commercial building of Basement + Ground +19<sup>th</sup> (Nineteen) upper floors:

| Building no.                | Nos. of Residential units |
|-----------------------------|---------------------------|
| 1<br>Basement + Ground + 19 | 177                       |
|                             |                           |

### **THIRD SCHEDULE**

#### **Description of the Flat**

All that Residential/Commercial Premises bearing Flat Number \_\_\_\_\_ in \_\_\_\_\_ wing in Building No.\_\_\_\_\_ on the \_\_\_\_\_ Floor admeasuring \_\_\_\_\_ Sq. Mts. Carpet area of the buildings project to be known as 'KONNARK HIGH CASTLE, being constructed on Gat No.59 and 60 situate, lying and being at Village- Giravale within the jurisdiction of Sub-Registrar of Panvel, Tal.-Panvel, Dist.-Raigad.

## **FOURTH SCHEDULE**

### **AMENITIES**

- 24" x 24" Vitrified flooring tiles in all rooms.
- All internal walls and ceiling in finished plaster with Distemper Painting.
- Kitchen platform with stainless steel sink.
- Windows Frames and sills in marble, to suit sliding window.
- Bathroom / Toilet – 4 ft. height glazed tiles. Toilet flooring with antiskid tiles, and Bakelite Doors for Bathroom and Toilet.
- Quality sanitary fittings.
- Concealed copper wiring with ISI Mark, sufficient electrical point and modular switches including provision of points for A.C., Washing Machine, Aqua guard, Refrigerator, Microwave, Exhaust and T.V. etc.
- TV Cable and Telephone Point in Living.
- Main door with night latch, Peephole, Safety Chain with fittings.
- Door Bell Point.
- Concealed plumbing work with standard quality fittings and basic C.P. Fittings in Bathroom / WC / Kitchen.
- Powder coated sliding window with tinted glass.

### **GENERAL AMENITIES**

- Enhanced structural Earthquake Safety for building. Earthquake resistant structural design with latest technology.
- Good quality distemper in all rooms and staircase. Acrylic Paint to external surface of the Building, with good color scheme.
- Lift with A.R.D. and Overload device for each Building.
- Anti – termite treatment for protection of building and surroundings.
- Generator Backup for adequate still parking, Staircase Street light and entrance lobby.
- CCTV for security purpose on the main entrance gate.
- Water harvesting pits.
- Entrance Gate with Watchman's Cabin.

**R E C E I P T**

Received of and from the within named Purchaser(s) \_\_\_\_\_

the day and the year first herein above written the sum of Rs. \_\_\_\_\_

(Rupees \_\_\_\_\_ Only)

being part/full payment of the consideration against the sale of Flat bearing No.\_\_\_\_\_, admeasuring\_\_\_\_\_ Sq. Mts. carpet area in\_\_\_\_\_ Wing on the \_\_\_\_\_ Floor in Building No.-\_\_\_\_\_ of the proposed buildings' project to be known as "**KONNARK HIGH CASTLE**", being constructed on Gat No.- 59 and 60, situate, lying and being at Village Giravale, Tal.-Panvel, Dist.-Raigad, paid by him/her/them to us as per the following details:

| <b>Date</b>                           | <b>Cheque No.</b> | <b>Drawn on/In favors of<br/>(Bank &amp; Branch)</b> | <b>Amount<br/>Rs.</b> |
|---------------------------------------|-------------------|--|-----------------------|
|                                       |                   |  |                       |
| <b>Total (Rupees _____<br/>Only).</b> |                   |  |                       |

**WE SAY RECEIVED**

**FOR M/S. KONNARK HIGH CASTLE**

**PARTNER**

**WITNESS:**

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

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

**In witness whereof the parties hereto have executed this  
agreement on the day, month and year first above written.**

SIGNED, SEALED & DELIVERED )  
BY THE WITHINNAMED PROMOTER )  
M/S. KONNARK HIGH CASTLE )  
Through its Partner )  
SHRI NINATH BHAUSAHEB SHINGADE )

IN THE PRESENCE OF

1) \_\_\_\_\_ )  
2) \_\_\_\_\_ )

SIGNED, SEALED & DELIVERED BY )

THE WITHINNAMED PURCHASERS )

1) \_\_\_\_\_ )  
P.A.N. - \_\_\_\_\_ )

2) \_\_\_\_\_ )  
\_\_\_\_\_ )  
P.A.N. - \_\_\_\_\_ )

IN THE PRESENCE OF

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

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