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**Village** :- **PALE**  
**Market Value** :-  
**Actual Value** :-  
**Stamp Duty** :-  
**Flat Area** :- **Sq. mtrs. Carpet.**

**AGREEMENT FOR SALE**

**THIS ARTICLE OF AGREEMENT made at Pale, Taluka - Ambernath, Dist Thane;**  
**on this \_\_\_\_\_ day of \_\_\_\_\_ 2021.**

**BETWEEN**

**RATAN RAJ LIFESPACES Through Its Partner MR. NAVIN RAMESHCHAND BANSAL** Aged 42 Years, Occupation – Business Office at :- Shop No. 8/9, Ratandeeep Apartment, Near Sapana Garden, Tal-Ulhasnagar-3, Dist- Thane. **PAN CARD NO. AATPB6914B** hereinafter called and referred to as the **PROMOTERS/ BUILDERS**(which expression shall unless it be repugnant to the context or meaning thereof and include the partners or partner for the time being of the said firm, the survivor of them and their heirs, executors and administrators of the last survivor and their / his or her assigns of the **One Part**.

**A N D**

**SHRI/SAU.**\_\_\_\_\_ Aged \_\_\_\_\_ Years, Occupation – \_\_\_\_\_ **Residing at:-** \_\_\_\_\_  
\_\_\_\_\_. Dist- Thane Hereinafter referred to as “the **FLAT PURCHASER/S**” (Which expression shall unless the context does not so admit includes his/ her/ their heirs, executors, administrators and assigns) of the **OTHER PART**.

a) WHEREAS 7/12 extracts of land bearing **Survey No.64, Hissa No.1**, Admeasuring Area 0H-97R-9P, P.K. 0H-03R-8P, Total Area admeasuring 1H-01R-7P, Asst.08Rs.- 69Paise, **out of which Purchased Area Admeasuring 0H-63R-56P** Situated at Village PALE, Tal.–Ambernath, Dist.- Thane issued by Talathi Saja Kumbharli in favour of RATAN RAJ LIFESPACES Through Its Partner Mr. Navin Rameshchand Bansal. (hereinafter for the sake of brevity called and referred as the property No. 1)

The history of the said property no. 1 as follows :

AND WHEREAS according to the sale deed on dated 30/03/2017 M/s. Ratan Raj Lifespaces, through partner Shri. Navin Rameshchand Bansal had purchased the land bearing survey No. 64 , Hissa No. 1, Area Admeasuring 0.1271 Sq. Mtrs. & survey No. 65 , Hissa No. 3, survey No. 66 , Hissa No. 2, from 1) Mrs. Kantabai Bhagwan Kolekar, 2) Geetkumar Madhukar Mhatre, 3) Mr. Jagdish Madhukar Mhatre , 4) Smt. Janabai Sitaram Mhatre, 5) Mrs. Prema Chandrakant Bhoir 6) Mr. Motiram Rajaram Bhoir, 7) Mr. Ravi Rajaram Bhoir, 7) Mr. Ravindra Sitaram Mhatre, 8) Mr. Ramkrushana Rajaram Bhoir, 9) Mr. Vandar Laxman Mhatre, 10) Smt. Hausabai Laxman Mhatre Through Power of Attorney & Confirming Party 1) Ganesh Balaram Bhoir, 2) Gurnath Bhagwan Bhoir for the consideration of Rs. 30,00,000/- and which is duly registered at the Office of Sub-Registrar Ulhasnagar - 3 at Sr. No. 3245/2017.

AND WHEREAS according to the sale deed on dated 29/04/2017 M/s. Ratan Raj Lifespaces, through partner Shri. Navin Rameshchand Bansal had purchased the land bearing survey No. 64 , Hissa No. 1, Area Admeasuring 0.6356 Sq. Mtrs. & survey No. 65 , Hissa No. 3, survey No. 66 , Hissa No. 2, from 1) Mr. Balaram Shankar Bhoir, 2) Mr. Bhagvan Shankar Bhoir, 3) Mr. Dilip Shankar Bhoir, 4) Smt. Hausabai Madhukar Mhatre, 5) Smt. Parvatibai Janardhan Bhoir, 6) Smt. Vanabai Gangaram Bhoir, 7) Smt. Dropadabai Harishchandra Bhoir Through Power of Attorney Holder M/s. Ratan Raj Lifespaces, through partner Shri. Navin Rameshchand Bansal for the consideration of Rs. 6,00,00,000/- and which is duly registered at the Office of Sub-Registrar Ulhasnagar - 2 at Sr. No. 4563/2017.

AND WHEREAS according to the sale deed on dated 29/04/2017 M/s. Ratan Raj Lifespaces, through partner Shri. Navin Rameshchand Bansal had purchased the land bearing survey No. 64, Hissa No. 1, Area Admeasuring 0.1271 Sq. Mtrs. & survey No. 65 , Hissa No. 3, survey No. 66 , Hissa No. 2, from 1) Mr. Kisan Babu Bhoir, 2) Mr. Suresh Babu Bhoir, 3) Mr. Devraj Babu Bhoir, 4) Mrs. Vitabai Vishnu Ganesh, 5) Mrs. Shevantabai Namdev Patil, 6) Mrs. Nandabai Chintaman Kondilkar for the consideration of Rs. 5,00,00,000/- and which is duly registered at the Office of Sub-Registrar Ulhasnagar - 3 at Sr. No. 4564/2017.

AND WHEREAS As per the above mentioned sale deed M/s. Ratan Raj Life spaces, through partner Shri. Navin Rameshchand Bansal is owned the said land bearing Survey No.64, Hissa No.1, Admeasuring Area 0H-97R-9P, P.K. 0H-03R-8P, Total Area admeasuring 1H-01R-7P, Asst.08Rs.- 69Paise, out of which Purchased Area Admeasuring 0H-63R-56P Situated at Village PALE, Tal.-Ambernath, Dist.- Thane. & fully right to sale & develop the said land.

AND WHEREAS Revised Construction Permission granted by Ambernath Municipal Council by order bearing No. Javak No. ANP/NRV/BP/17-18/1550/8814/98, on dated 12/02/2018 for the said land bearing Survey No. 64, Hissa No. 1, Admeasuring Area 2400.00 sq. Mtrs. situated Village PALE, Tal.- Ambernath, Dist.-Thane. And said construction for Wing A + B, Basement, Ground Floor (p) + Stilt, (p) + Eleven floors for Residential and Commercial use.

AND WHEREAS Floor Plan duly approved Ambernath Municipal Council by order bearing No. Javak No. ANP/NRV/BP/17-18/1550/8814/98, on dated 12/02/2018 for the Municipal layout Plot bearing Survey No. 64, Hissa No. 1, Admeasuring situated Village PALE, Tal.- Ambernath, Dist.- Thane.

b) WHEREAS 7/12 extracts of land bearing **Survey No. 64, Hissa No. 2, Area admeasuring 0H-06R-00P P.K. 0H-01R-60P Total Area Admeasuring 0H-07R-60P Asst. 0Rs-06Paise** situated at Village PALE, Tal.-Ambernath, Dist.- Thane issued by Talathi Saja Kumbharli in favour of RATAN RAJ LIFESPACES Through Its Partner Mr. Navin Rameshchand Bansal. (hereinafter for the sake of brevity called and referred as the property No. 2)



AND WHEREAS while sanctioning the said Plans, has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said land and the said buildings, which shall have to be duly observed and performed.

AND WHEREAS Allotted/s is/are offered Flat bearing No. \_\_\_\_\_ on \_\_\_\_\_ Floor, \_\_\_\_\_ Wing, in the Project Name "TRINITY" and Building Known As "MOKSH" (hereinafter referred to as the "SAID COMPLEX") which is to have Total carpet area of \_\_\_\_\_ Sq. Mtrs. (As per Rera) & exclusive area \_\_\_\_\_ Sq.mtrs. carpet. Constructed in the phase of 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/buildings.

AND WHEREAS by virtue of Sale Deed the Promoter has sole and exclusive right to sell the Flats (Apartments) in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the Allottee(s)/s of the Flats (Apartments) to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects **SAMARTHYA CREATION (Mr. Pramod Kamble)** 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 WHEREAS the authenticated copies of Certificate of Title issued by the Advocate of the Promoter, authenticated copies of extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Flats (Apartments) are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C-1.

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

AND WHEREAS the authenticated copies of the plans (Floor Plan) of the Flat agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure D.

AND WHEREAS the Promoter has 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.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and

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

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

AND WHEREAS the Allottee has applied to the Promoter for allotment of Flat No. .... on ..... Floor, \_\_\_\_\_ Wing situated in the Project Name "TRINITY" and Building Known As "MOKSH" being constructed in the said Project.

AND WHEREAS the carpet area of the said Flat is \_\_\_\_\_ square meters and "carpet area" means the net usable floor area of Flat (Apartment), 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 or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Allottee, 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 hereinafter;

AND WHEREAS, prior to the execution of these presents the Allottee has 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 as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

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

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

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

1. The Promoter shall construct the said building/s consisting of One building for construction of Building upon said land on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Flat of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Flat No. .... of Carpet Area admeasuring ..... sq. metres on ..... Floor, \_\_\_\_\_ Wing, in the Project Name "TRINITY" and Building Known As "MOKSH" (As per Rera) & exclusive area \_\_\_\_\_ Sq.mtrs. carpet. (hereinafter referred to as "the Flat ") as shown in the Floor plan thereof hereto annexed

and marked Annexures - D for the consideration of Rs...../- (Rupees ..... Only).

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Flat bearing Nos. \_\_\_\_ situated at PALE being constructed in the layout for the consideration of Rs...../- (Rupees ..... Only)

1(b) The Allottee has paid on or before execution of this agreement a sum of Rs...../- (Rupees..... Only) i.e. 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 :-

- a. 10% of the total consideration to be paid to the Promoter after the within 7 days of execution of Agreement.
- b. 35% of the total consideration to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Flat is located.
- c. 1.5% after complication of the First slabs.
- d. 1.5% after complication of the Second slabs.
- e. 1.5% after complication of the Third slabs.
- f. 1.5% after complication of the Fourth slabs.
- g. 1.5% after complication of the Fifth slabs.
- h. 1.5% after complication of the Sixth slabs.
- i. 1.5% after complication of the Seventh slabs.
- j. 1.5% after complication of the Eighth slabs.
- k. 1.5% after complication of the Ninth slabs.
- l. 1.5% after complication of the Tenth slabs.
- m. 1.5% after complication of the Eleventh slabs.
- n. 1.5% after complication of the Twelfth slabs.
- l. 1.5% after complication of the Thirteen slabs.
- o. 1.5% after complication of the Fourteenth slabs.
- p. 1.5% after complication of the Fifteenth slabs.
- q. 1.5% after complication of the Sixteenth slabs.
- r. 6% after complication of the Brickwork.
- s. 2.5% after complication of the Internal Plaster
- t. 2.5% after complication of the External Plaster
- u. 2.5% after complication of the Waterproofing Plaster.
- v. 2.5% after complication of the External Plumbing.

- w. 5% on completion of the Flooring, Doors & Windows.
  - x. 5% on completion of painting, electrical fittings & sanitary fittings, Staircase, Lobbies, Lift, Water Pumps.
  - Y. 5% against and at the time of handing over of the possession of the Flat (Apartment) to the Allottee on or after receipt of occupancy certificate or completion certificate by the BUILDER /DEVELOPER to the purchaser,
- (c) **The Promoter do hereby agreed that, the consideration amount is including the Development charges, GST Charges, Society Formation Charges, Legal Charges, there is no any other charges paid by purchaser to promoter regarding the said flat.**
- 1 (d) The Purchaser do hereby agreed that, the 1<sup>st</sup> floor of the said building is for commercial use and the promoter have full rights, title to use, sale, mortgage or rent to any third person, company, firm etc. and get the all benefits from the said commercial premises and the purchaser have no objection to use the said commercial premises by any third person, firm, company.
- 1(e) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ 0 % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1(f) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the 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 Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the
- 1(g) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat (Apartment) to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat(Apartment).
- 2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Flat (Apartment) to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to

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

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 4210.30 square meters only and Promoter has planned to utilize Floor Space Index of 14894.04 by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 14894.04 as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Flat (Apartment) based on the proposed construction and sale of Flats (Apartments) to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only. The Purchaser/s has/have been informed and is/are aware that the buildable area has been sanctioned for the entire Land as a single layout on the basis of the available Floor Space Index (FSI) and accordingly the Developer intends to develop the Land in multiple segments/phase. It is specially agreed that and aware promoters shall right to developed the said land with adjoining other land and also amalgamating/revising the plan by sanctioning the same by the concerned town planning authority as they may deem fit and proper and registered with Maharashtra RERA in different Phase in future and that the Flat/Shop purchaser had agree that, the common amenities like Road, Garden, Children Play area & Club House etc., shall be used commonly & at that time Flat/Shop purchaser not arise any objection for common area. The flat/shop purchaser has also agree that, the Promoter has exclusive rights regarding society formation. they shall formed separate society or common society/federation of society & that time the Flat/Shop purchaser have not arise any objection regarding the society.
- 4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Flat (Apartment) to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.
- 4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale

consideration of the Flat (Apartment) which may till then have been paid by the Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range to be provided by the Promoter in the said building and the Flat (Apartment) as are set out in Annexure 'E', annexed hereto.
6. The Promoter shall give possession of the Flat (Apartment) to the Allottee on or before 31<sup>st</sup> day of March 2025. If the Promoter fails or neglects to give possession of the Flat (Apartment) Type A + B, in the Project Name “TRINITY” and Building Known As “MOKSH” to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Flat (Apartment) with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Flat (Apartment) on the aforesaid date, if the completion of building in which the Flat (Apartment) is to be situated is delayed on account of (i) war, civil commotion or act of God;

(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

- 7.1 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Flat (Apartment), to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Flat (Apartment) to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.
- 7.2 The Allottee shall take possession of the Flat (Apartment) within 15 days of the written notice from the Promoter to the Allottee intimating that the said Flats (Apartments) are ready for use and occupancy:
- 7.3 Failure of Allottee to take Possession of Flats/Shops (Apartments): Upon receiving a written intimation from the Promoter as per clause 7.1 the Allottee shall take possession of the Flat (Apartment) 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 (Apartment) to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.
- 7.4 If within a period of five years from the date of handing over the Flat(Apartment) to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Flat (Apartment) or the building in which the Flats/Shops (Apartments) 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 however, Parties agree and confirm that the decision of the Developer’s architect shall be final in deciding whether there is any actual structural defect in the flat/shop or defective material being used or

regarding workmanship, quality or provision of service. 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.

- 7.5 After the Possession Date, any damage due to wear and tear of whatsoever nature is caused to thereto (save and except the defects as mentioned in Clause 7.4), the Developer shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Purchaser/s on account of any alteration or modification inside the flat, th Purchaser/s alone shall be liable to rectify and reinstate the same at his/her/its/their own costs.
8. The Allottee shall use the Flat (Apartment) or any part thereof or permit the same to be used only for purpose of \*residence/office/show-room/godown for carrying on any industry or business.
9. The Allottee along with other allottee(s) of Flats (Apartments) 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 byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
- 9.1 The Promoter shall, form an apex organization (being either a co-operative society/condominium/limited company or combination of them) (“Apex Body”) for the entire development or separate apex association/apex body/apex bodies (being either a co-operative society/condominium/ limited company or combination of them) (“Apex Bodies”) for each of residential and commercial zones, as the Developers may deed fit, for the purposes of effective maintenance and management of the entire Project/land including for common areas and amenities of the project at such time and in such a manner as the Developer may decide, within such period as may be prescribed under the relevant law.
- 9.2 The Promoter shall, convey the right, title and the interest of land of project in favour of the Federation/apex body of the Societes or Limited Company, as per relevant law. However, The Purchaser/s hereby acknowledge(s) and agree(s) that the Phase part of a single layout development and as such the Developer would be conveying only the built-up area of the Building(s) (except the basements and podiums, if any) to the association formed of the individual building(s), which shall not be later then 2 (two) years from the date of handover all the Apartment(s) Flat in the Building(s)/Wing(s) to respective purchasers of the Building(s)/Wing(s) to respective purchaser of the Building(s)/Wings(s) and the underlying Land would be conveyed to the Apex Body/Apex Bodies fromed of the association in such parts as the Developer may deem fit, However such conveyance shall not be later than 5 (five) years from date of the completion of the entire development all phase on the said Land by utilizing the entire FSI/TDR that may be permitted to be utilized therein in accordance with D.C. Regulations that may be in force time to time.
- 9.3 **Within 15 days after notice in writing is given by the Promoter to the Allottee that the Flat (Apartment) is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share [i.e. in proportion to the carpet area of the Flat (Apartment)] of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water**

charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the

project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. ....../- per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

10. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

11. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
  - vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Flat (Apartment) which will, in any manner, affect the rights of Allottee under this Agreement;
  - viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat (Apartment) to the Allottee in the manner contemplated in this Agreement;
  - ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
  - x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
  - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.
12. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Flat (Apartment) may come, hereby covenants with the Promoter as follows :-
- i. To maintain the Flat (Apartment) at the Allottee's own cost in good and tenantable repair and condition from the date that of possession  
of the Flat(Apartment) is taken and shall not do or suffer to be done anything in or to the building in which the Flat(Apartment) is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat(Apartment) is situated and the Flat(Apartment) itself or any part thereof without the consent of the local authorities, if required.
  - ii. Not to store in the Flat (Apartment) any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat (Apartment) is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat (Apartment) is situated, including entrances of the building in which the Flat (Apartment) is situated and in case any damage is caused to the building in which the Flat(Apartment) is situated or the Flat (Apartment) on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
  - iii. To carry out at his own cost all internal repairs to the said Flat (Apartment) and maintain the Flat (Apartment) in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done

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

- iv. Not to demolish or cause to be demolished the Flat(Apartment) or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat (Apartment) or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat (Apartment) is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat (Apartment) is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Flat (Apartment) without the prior written permission of the Promoter and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat (Apartment) is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat (Apartment) in the compound or any portion of the project land and the building in which the Flat (Apartment) is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat (Apartment) is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat (Apartment) by the Allottee for any purposes other than for purpose for which it is sold.
- ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat (Apartment) until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flats/Shops (Apartments) therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Flat (Apartment) in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.



and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

17. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

18. RIGHT TO AMEND

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

19. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

20. 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.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the [Apartment/Plot] to the total carpet area of all the Flats/Shops (Apartments) in the Project.

22. FURTHER ASSURANCES

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

23. PLACE OF EXECUTION

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

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

Name of Allottee \_\_\_\_\_  
(Allottee's Address) \_\_\_\_\_  
\_\_\_\_\_  
Notified Email ID: \_\_\_\_\_

M/s Promoter name : RATAN RAJ LIFESPACES  
Through Its Partner

MR. \_\_\_\_\_

Office at :- Shop No. 8/9, Ratandeeep Apartment, Near Sapana Garden,  
Tal-Ulhasnagar-3, Dist- Thane.

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

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

26. JOINT ALLOTTEES

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

27. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.
28. Dispute Resolution :- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
29. 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 CIVIL courts will have the jurisdiction for this Agreement.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

That piece of land lying being and situated at Village PALE Taluka–Ambarnath, District – Thane, Maharashtra; within the local limit of Ambarnath Municipal Council bearing Flat No. \_\_\_\_\_ on \_\_\_\_\_ floor of Type A +B of Project Name “TRINITY” and Building Known As “MOKSH” which is to have Total carpet area of \_\_\_\_\_Sq. Mtrs. (As per Rera ) & exclusive area \_\_\_\_\_ Sq.mtrs. carpet. constructed on **Survey No. 64, Hissa No. 1, Admeasuring Area 0H-97R-9P, P.K. 0H-03R-8P, Total Area admeasuring 1H-01R-7P, Asst.08Rs.- 69Paise, out of which purchased Area Admeasuring 0H-63R-56P and Survey No. 64, Hissa No. 2, Area admeasuring 0H-06R-00P P.K. 0H-01R-60P Total Area Admeasuring 0H-07R-60P Asst. 0Rs-06Paise, Situated at Village PALE, Tal.–Ambarnath, Dist.- Thane.**

**And collectively bounded as follows:-**

**On or towards East** : -  
**On or towards West** : -  
**On or towards South** : -  
**On or towards North** : -

**:-THE SECOND SCHEDULE ABOVE REFERRED TO :-**

Proportionate common area and facilities area of immediate landing area abutting the main door after landing on the said floor prorata right along with all flat/purchasers of the premises in the said property in limited common area i.e. to say staircase landing entrance hall Terrace, Compound lobbies passage.

**IN WITNESS WHEREOF** the parties have set and subscribed their respective hands and seals to this writing on the day and the year first hereinabove mentioned.

**SIGNED & DELIVERED BY**  
**The Within named PROMOTERS**

**RATAN RAJ LIFESPACES**

**Through Its Partner**

**Mr.** \_\_\_\_\_ ) \_\_\_\_\_

**SIGNED & DELIVERED BY**

**The Within named THE FLAT/**

**SHOP PURCHASER/S / ALLOTTEES**

**1) MR.** \_\_\_\_\_ ) \_\_\_\_\_

**PAN CARD NO.** \_\_\_\_\_

Witness :-

Sign \_\_\_\_\_

1. Name :- \_\_\_\_\_

R/at:- \_\_\_\_\_

\_\_\_\_\_

Sign \_\_\_\_\_

2. Name :- \_\_\_\_\_

R/at:- \_\_\_\_\_

\_\_\_\_\_

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RECEIPT

RECEIVED of from the Flat Purchaser / Allottee above named the sum of Rs. \_\_\_\_\_/-  
(Rupees \_\_\_\_\_ Only) by cheque in following manner:-

Date	Amount	Cheque No./Cash	Name of Bank

in Regarding Flat No. \_\_\_\_\_ on \_\_\_\_\_ Floor, Type A + B in the Project Name "TRINITY" and Building Known As "MOKSH" which is to have Total Admeasuring area \_\_\_\_\_ Sq. ft. Carpet. (As per Rera) Constructed on **Survey No. 64, Hissa No. 1, Admeasuring Area 0H-97R-9P, P.K. 0H-03R-8P, Total Area admeasuring 1H-01R-7P, Asst.08Rs.-69Paise, out of which purchased Area Admeasuring 0H-63R-56P and Survey No. 64, Hissa No. 2, Area admeasuring 0H-06R-00P P.K. 0H-01R-60P Total Area Admeasuring 0H-07R-60P Asst. 0Rs-06Paise** Situated at Village PALE, Tal.-Ambernath, Dist.- Thane. being the sum of earnest part payment paid to us as within mentioned.

Rs \_\_\_\_\_/-

I say Received

Sign

**M/S. RATAN RAJ LIFESPACES**

Through Its Partner

Mr. \_\_\_\_\_,

THE PROMOTER

**Witness:-**

**Sign** \_\_\_\_\_

1.Name :- \_\_\_\_\_

R/at:- \_\_\_\_\_

\_\_\_\_\_

**Sign** \_\_\_\_\_

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

R/at:- \_\_\_\_\_

\_\_\_\_\_

**List of Amenities**

1. Earthquakes Resistance RCC Structure
2. Granite Kitchen Platform with stainless steel sink
3. Full Height Glazed Tiles in Kitchen upto beam level.
4. Distemper Paint on Internal Walls & Semi Acrylic Paint on External Walls
5. Sill level Dado in bathroom & W.C.
6. Concealed copper wiring with Adequate Electric Points.
7. Fire Fitting System (7th stories Buildings and above).
8. Vitrified Flooring in all Rooms
9. Laminated Wooden Flush Door all Room.
- 10. Concealed Plumbing With Good Quality C.P Fitting &**

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