AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed on this __ day of ____20____,

By and Between

[*If the promoter is a company*]

_____ (CIN no. _____), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____ and its corporate office at _____(PAN -_____), represented by its director/authorised signatory _____ (Aadhar no. _____) authorised *vide* board resolution dated _____ hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees);

[*OR*]

[*If the promoter is a Partnership firm*]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorised Partner _____, (Aadhar no. _____) authorised *vide* _____, hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners)**.**

[*OR*]

[*If the promoter is an Individual*]

Mr./Ms. _____, (Aadhar no. _____) son/ daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "**Promoter**" (which expression shall unless repugnant to the context

or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

AND

[*If the Allottee is a company*]

_____, (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorised signatory, _____, (Aadhar no. _____) duly authorised *vide* board resolution dated _____, hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[*OR*]

[*If the Allottee is a Partnership*]

_____, a partnership firm incorporated and registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorised partner, _____, (Aadhar no. _____) authorised *vide* _____, hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners)**.**

[*OR*]

[*If the Allottee is an Individual*]

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[*OR*]

[*If the Allottee is a HUF*]

Mr._____**,** (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees)**.**

[*Please insert details of other allottee(s), in case of more than one allottee*]

The Promoter and Allottee shall hereinafter collectively be referred to as the "**Parties**" and individually as "**Party**".

WHEREAS:-

A. WHEREAS by an Agreement/Conveyance dated .....day of .....20..... and executed between ..... of the One Part (hereinafter referred to as " the Vendor") and the Promoter of the Other Part, the Vendor agreed with the Promoter for the absolute sale to the Promoter/sold absolutely to the Promoter an immovable property being piece or parcel of freehold land bearing Survey No. ..... lying and being survey no. at ..... in the Registration sub-District of ..... admeasuring..... sq. mtrs. or thereabouts more particularly described in the **Schedule- I** hereunder written (hereinafter referred to as "**the project land**").

[*OR*]

WHEREAS by and under a Lease/an Agreement for Lease dated the ..... day of .....20..... made between ..... of the One Part (hereinafter referred to as " the Lessor") and the Promoter of the Other Part, the Lessor agreed to grant unto the Promoter a lease in perpetuity/for a term of ..... years in respect of a piece or parcel of leasehold land bearing situate at ....., admeasuring.....sq.mtrs. or thereabouts more particularly described in the **Schedule-I** hereunder written (hereinafter referred to as "**the project land**") at a rent of Rs. ..... per annum/month and on the terms and conditions contained in the said Lease Deed/Agreement for Lease.

AND WHEREAS the lease Deed/Agreement for Lease, is with the benefit and right to construct any new building/s if so permitted by the concerned local authority

[*OR*]

WHEREAS by an Agreement dated .....day of 20...../Power of Attorney dated ..... executed between Shri..... (hereinafter referred to as "the Original Owner") of the One Part and the Promoter of the Other Part (hereinafter referred to as "the Development Agreement"), the Original Owner granted to the Promoter development rights to the piece or parcel of freehold land lying and being at ..... in the Registration Sub-District of ..... admeasuring ..... sq. mtrs., or thereabouts more particularly described in the **Schedule- I** therein as well as hereunder written (hereinafter referred to as "**the project land**') and to construct thereon building/s in accordance with the terms and conditions contained in the Development Agreement/Power of Attorney.

[OR]

(Give Complete Recital of the Title of the Promoter to the plot on which promoter proposes to construct and sale the Apartment)

AND also specify

(i) Any covenants affecting the said property.

(ii) Any impediments attached to the said property.

(iii) Number and Area occupied by Tenants and how they are proposed to be settled so as to have clear possession of the said property.

(iv)Details of illegal encroachment on the said property.

(v) Any permission (if any) required from any Government or Authority which affects the title to the property and details of all such required permissions obtained.

(vi) Details of mortgage or lien or charge on the said property.

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals herein above;

AND WHEREAS the Promoter has floated the ownership scheme on the said Land under the name and style of _____ comprising of various buildings consisting of residential units. Though the Promoter herein has right to develop the entire project land, the promoter has decided to carry out construction/development in phases and accordingly has identified/earmarked portion out of the project land as phase-I and is only subject matter of this agreement and the said project shall be known as '_____' hereinafter referred as "**Said Project**" and admeasuring ..... sq. mtrs., or thereabouts more particularly described in **Schedule-II** and shown in Annexure____C2A____; (***Please refer/insert this clause in case the project is to be developed/constructed in Phase manner i.e Phase I, Phase II and further phases, if any***)

AND WHEREAS the Promoter has completed all the legal formalities with respect to the right, title and interest in respect of the project land on which the said project is to be constructed. The Promoter herein alone has sole and exclusive right to sell the Apartments in the said project to be constructed by the Promoter on the project land and is fully competent to enter into agreement/s with the Allottee/s, lessee, mortgagee, of the Apartments and to receive the sale price in respect thereof.

AND WHEREAS the Promoter has entered into a standard agreement with its Architects, viz..... (hereinafter referred to as "the Architect"), who are registered with the Council of Architecture, and such agreement is as per the agreement prepared by the Council of Architecture, and the Promoter has appointed a structural engineer for the preparation of the structural design and drawings of the said project/buildings, and the Promoter accepts the professional supervision of the Architect and structural engineer till the completion of the said project.

AND WHEREAS the Promoter has proposed to construct on the project (mention only the particular phase/wing registered) (here specify number of buildings and wings thereof) ..... having _____(here specify number of Basements,/podiums/stilt and upper floors)

AND WHEREAS the Allottee has offered to purchase an Apartment bearing number _____ on the ____ floor, (herein after referred to as the said

“Apartment”) in the _____ wing of the Building called _____ (herein after referred to as the said “Building”) being constructed in the _____ phase of the said project, by the Promoter.

AND WHEREAS The Allottee/s herein has demanded from the Promoter and the Promoter has given inspection to the Allottee/s, of all the documents of title relating to the said project described in the Schedule-II hereunder written and also the plans, designs and specifications of the said building prepared by the Architect 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 rules and regulations made thereunder. After the Allottee/s enquiry, the Promoter herein has requested to the Allottee/s to carry out independent search by appointing his/her/their own attorney/advocate and to ask any queries, he/she/they have regarding the marketable title and rights and authorities of the Promoter. The Allottee/s has/have satisfied himself/herself/themselves in respect of marketable title and rights and authorities of the Promoter herein. That the allottee has given his specific confirmation herein that the responsibility of title of the said land be on the Developer up and until the conveyance of the said building/phase/ wing and the said land thereunder.

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments 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 of the said project as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure C1**.

AND WHEREAS the authenticated copies of the plans of the Layout of the said phase as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided

for on the said phase have been annexed hereto and marked as **Annexure C2**,

AND WHEREAS the copy of the proposed layout plan and the proposed building/phase/wing plan showing future proposed development as disclosed by the developer in his registration before the RERA authority and further disclosures on the website as mandated by the developer have been annexed hereto and marked as **Annexure C2A**

AND WHEREAS the clear block plan showing the project (phase/ wing) which is intended to be constructed and to be sold and the said unit which is intended to be bought by the allottee is in this said project (phase/wing) which is clearly demarcated and marked and which is for the purposes of this agreement the project in which the unit stated that the allottee intends to purchase and the allottee shall have the right to claim the same for is marked as **Annexure C3**

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment 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 obtained some of the sanctions/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. (***Please add the details of building/development permissions)***

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 /phase shall be granted by the concerned local authority.

AND WHEREAS the Promoter has in compliance with rules, regulations and restrictions of the concerned local authority which are to be observed and performed by the Promoter while constructing/developing the said project has accordingly commenced construction/development of the same.

AND WHEREAS the allottee has agreed to purchase the said unit based on going through all the conditions stated in the sanctioned plans by respective competent authorities and have further confirmed that all such conditions shall be bound and abided by the allottee strictly.

AND WHEREAS the allottee on confirmation of accepting all the conditions of sanctioned plans by competent authority, has further stated that if any conditions that have been imposed on the said project/ building/ phase/ wing which are contrary to the prevalent laws/ rules/ regulations under which sanctioned plans have been given shall not be binding on the allottee and that the allottee shall not hold the developer responsible for the such contrary conditions.

AND WHEREAS the allottee has independently made himself aware about the specifications provided by the promoter and he is aware of the limitations, usage policies and maintenance of the installed items, fixtures and fittings of the same and have been annexed and marked as **Annexure G**

AND WHEREAS the allottee has been shown the conditions of contracts with the vendors/ contractors/ manufacturers And workmanship and quality stands of products/fittings and fixtures as agreed between promoter and the vendors and on independently verifying the same the allottee has now agreed to the same as conditions mentioned in these contracts and that the allottee agrees to abide by the same failure of which shall absolve the promoter to that extent.

AND WHEREAS, the Promoter has registered the said project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with

the Real Estate Regulatory Authority at ..... On..... under registration no..... have been annexed and marked as **Annexure F**

AND WHEREAS the Allottee has applied for apartment in the said project vide application no. _____ dated _____ for apartment no. _____ having carpet area of _____ square metres i.e _____ square feet, type _____, and exclusive terrace area and balcony area admeasuring _____ square metres i.e _____ square feet on ____ floor in [tower/block/building] no._____ ("**Building**") being constructed in the _____ phase of the said project along with garage/closed parking no. _____ admeasuring _____ square metre i.e _____ square feet in the _____[*Please insert the location of the garage/closed parking*], if applicable and *pro-rata* share in the common areas ("**Common Areas**") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as **the said Apartment**" and further ..... square metre ie..... Square feet of limited common areas and facilities both of which are more particularly described in **Schedule III** and the floor plan of the apartment is annexed hereto and marked as **Annexure E**);

AND WHEREAS relying upon the aforesaid application, the Promoter has agreed to allot and sell to the Purchaser/s, the said apartment at the price and on the terms, conditions, covenants, stipulations and provisions hereinafter appearing.

AND WHEREAS the carpet area of the said Apartment is _____ square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

AND WHEREAS, the Allottee/s prior to execution of these presents has paid to the Promoter a sum of Rs_____ (Rupees_____) only, being part payment of the sale price of the Apartment agreed to be sold by the Promoter to the Allottee/s as advance payment or deposit (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee/s has agreed to pay the remaining price of the Apartment as prescribed in the payment plan as may be demanded by the Promoter

within the time and the manner specified therein.(***Please note that booking amount/part payment prior to execution of this agreement shall in no event exceed ten percent, of the total sale price/consideration of the apartment)***

AND WHEREAS the Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein; The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the said project.

AND WHEREAS Subject to otherwise agreed, reserved and provided herein, the Promoter has agreed to sell and the Allottee/s hereby agrees to purchase the Apartment and the garage/closed parking (if any) as specified in para ___.

AND WHEREAS the Promoter in compliance of section 13(1) of the Real Estate (Regulation and Development) Act, 2016 is required to execute a written Agreement for sale of the said Apartment in favour of the Allottee/s, being in fact these presents and also to register said Agreement for sale under the Registration Act, 1908, the parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence this presents.

Notwithstanding anything stated in any other document/ allotment/ letter given or communicated with the allottee any time prior, this agreement shall be considered as the only document and its condition shall be read as the only conditions valid and basis for which the said unit is agreed to be sold to the allottee.

AND WHEREAS This agreement shall remain in force and shall not merge into any other agreement save and except the conveyance deed as stated herein below.

AND WHEREAS this agreement does not preclude, diminish the rights of any financial institutions, fund, registered money lender for which finance has been taken for the project and the same can be claimed by

them under the statutory claims and that this does not in any way affect the right of the allotted in respect of his unit in the said project.

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 that the allottee has not given any third party any rights to enforce this said agreement unless the said unit is transferred to the them.

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

1. CONSTRUCTION OF THE PROJECT/APARTMENT:-

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

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations and modifications which may adversely affect the Apartment of the Allottee/s except any alterations or additions or modifications in the sanctioned plans, layout plans and specifications of the buildings or common areas of the said phase which are required to be made by promoter in compliance of any direction or order, etc. issued by, the competent authority or statutory authority, under any law of the State or Central Government, for the time being in force. Promoter may also make such minor additions and alterations as may be required by the Allottee.

2. CONSIDERATION/PRICE OF THE SAID APARTMENT:-

2.1. 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 hereto annexed

and marked Annexures ___D__ and ___E___ 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 limited 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).

2.2. 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. _____/-

2.3. 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. _____/-. Further that the purchaser shall not in the future raise any dispute about the suitability of the said parking space as constructed by the developer.

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

2.4. The Allottee/s agrees and understands that timely payment towards purchase of the said Apartment as per payment plan/schedule hereto is the essence of the Agreement. The Allottee has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs ..... (Rupees .....) in the following manner :-

i. Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the 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, 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 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 waterproofing, 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.

Note:- Payment Plan may also be set out in Schedule & may be modified considering particular type of building/Number of storied ,construction stages.

The price overall has been arrived and agreed upon keeping in mind the promise of the purchaser to make the payments as mentioned above irrespective of the existing work progress and proposed stage of construction .

The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, Cess, GST or any other similar taxes which may be levied, in connection with the construction of and carrying out the said Project payable by the Promoter up to the date of handing over the possession of the Apartment.

1.6. The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, 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 from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. The promoter may charge the allottee separately for any upgradation/ changes specifically requested or approved by the allottee in fittings, fixtures and specifications and any other facility which have been done on the allottees request or approval but which have not been agreed upon herein or as shown in the website of the registered authority

1.1. The Promoter herein on due date/or on reaching aforesaid construction milestone/stage shall intimate the amount payable as stated above in writing or by digital E-mail to the Allottee and the Allottee shall make payment of such due amount to the Promoter within seven days from date of receiving such intimation. The Allottee herein specifically agrees that he/she/they shall pay the aforesaid amount along with the service tax, VAT,GST and such other taxes, cesses, charges etc. without any delay along with each instalment.

2.5 The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @ 6 % 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.

OR

Payment of any instalments if made in advance shall be adjusted to the next instalments as mentioned above. No interest shall be paid by the Promoter for such advance payments made by the Allottee or by housing finance companies/bank etc on behalf of Allottee. ***(Please insert the said clause subject to discretion of the Promoter and as per contractual understanding between the parties)***

3. **MODE OF PAYMENT:-**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones (not valid in special cases where specific dates are mentioned), the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/ c Payee cheque/demand draft or online payment (as applicable) in favour of '_____' payable at _____. ***(Please insert additional mode of payment as may be required by the individual cases)***

3. ADJUSTMENT/APPROPRIATION OF PAYMENTS :-

The Allottee/s authorises 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 undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

4. INTEREST ON UNPAID DUE AMOUNT:-

Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the instalments on the due dates, the Allottee/s shall be bound and liable to pay interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % per annum, with monthly rests, on all the amounts which become due and payable by the Allottee/s to the Promoter till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this

Agreement, nor shall it be construed as condonation of delay by the Promoter. The amount of interest may be informed to the allottee/s from time to time or on completion of the said project/apartment, and the allottee/s has/have agreed to pay the same as and when demanded before the possession of the said apartment.

5. OBSERVATION OF CONDITIONS IMPOSED BY LOCAL/PLANNING AUTHORITY:-:-

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, state and or Central Government including Environment department at the time of sanctioning the plans or any time thereafter or at the time of granting Completion Certificate or anytime thereafter. The Promoter shall before handling over possession of the said apartment to the Allottee/s herein, obtain from the concerned planning/local authority/development controlling authority occupation and/or completion certificate in respect of the said apartment. Notwithstanding anything to the contrary contained herein, the Allottee shall not be entitled to claim possession of the said apartment until the completion certificate is received from the local authority and the allottee has paid all dues payable under this agreement in respect of the said apartment to the Promoter and has paid the necessary maintenance amount/deposit, service tax, vat and other taxes payable under this agreement of the said apartment to the Promoter**.**

Howsoever for the purpose of defect liability on towards the developer, the date shall be calculated from the date of handing over possession to the allottee for fit outs and interior works and that the said liability shall be those responsibilities which are not covered under maintenance of the said unit/ building/phase/wing as stated in the said agreement. That further it has been agreed by the allottee that any damage or change done within the unit sold or in the building/ phase/ wing done by him/ them or by any third person on and behalf of the allottee then the allottee expressly absolves the developer from the same liability and specifically consents that on such act done, he shall waive his right to enforce the defect liability on and towards the developer.

6. DISCLOSURE AS TO FLOOR SPACE INDEX:-

The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is ..... square meters only and Promoter has planned to utilise Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ as proposed to be utilised by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilising the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only. ***(Please modify/insert additional information & disclosure related to utilisation of FSI (if any) in respect of your particular project).***

7. DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE:-

The Promoter has made full and true disclosure of the title of the said land as well as encumbrances, if any, known to the Promoter in the title report of the advocate. The Promoter has also disclosed to the Allottee/s nature of its right, title and interest or right to construct building/s, and also given inspection of all documents to the Allottee/s. as required by the law. The Allottee/s having acquainted himself/herself/ themselves with all facts and right of the Promoter and after satisfaction of the same has entered into this Agreement. ***(Please modify/insert additional information if any related to disclosures and investigation of marketable title in respect of your particular land/project).***

8. SPECIFICATIONS AND AMENITIES:-

The specifications and amenities of the apartment to be provided by the Promoter in the said project and the said apartment are those that are set out in **Schedule IV** hereto. Common amenities for the project on the said land are stated in the **Schedule V** annexed hereto. In the

project multi storied high rise buildings/wings are under construction and considering to maintain the stability of the buildings/wings and internal structures, herein specifically informed by its consultant not to allow any internal changes. As per our policy there shall be no customisation permitted inside the said apartment. Changes such as civil, electrical, plumbing etc. shall not be allowed during construction and till delivery of possession.

9. COMPLIANCE OF LAWS RELATING TO REMITTANCES

9.1. The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s),modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to full fill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

9.2. The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the

said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

10. POSSESSION OF THE APARTMENT:-

10.1. **Schedule for possession of the said Apartment:-** The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. Subject to receipt of full consideration/total price and dues of the Promoter and taxes thereon are paid by the Allottee/s in respect of the said apartment, in terms of these presents, The Promoter, based on the approved plans and specifications, assures to hand over possession of the said Apartment on **DD/MM/YY**.

Provided that the Promoter shall be entitled to reasonable extension of time as agreed by and between the allottee and the promoter for giving possession of the Apartment on the aforesaid date, and the same shall not include the period of extension given by the Authority for registration. Further, if the completion of building in which the Apartment is to be situated is delayed on account of –

(i) war, civil commotion, flood, drought, fire, cyclone, earthquake , act of god or any calamity by nature affecting the regular development of the real estate project ("**Force Majeure**").

(ii) Extension of time for giving possession as may be permitted by the Regulatory authority under Real Estate (Regulation and Development) Act, 2016 for reason where actual work of said project/building could not be carried by the promoter as per sanctioned plan due to specific stay or injunction orders relating to the said project from any Court of law, or Tribunal, competent authority, statutory authority, high power committee etc. or due to such circumstances as may be decided by the Authority.

If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of

possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within **30** days from that date. After any refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

2.1. **Schedule for possession of the Common amenities:-** The Promoter herein is developing the said land which consists of various phases having common amenities like club house, landscape garden etc, the construction/development of the said common amenities will be completed in due course only after completion of construction of all the project phases on the said land. The Promoter, assures to hand over possession of the said common amenities on **DD/MM/YY.** (***Please note that mentioning specific date of possession of the common amenities is mandatory*).**The Allottee/s herein agrees and convey that he/she/they shall not be entitled to refuse to take the possession of the said apartment on the ground of non completion of aforesaid common amenities. (***Please insert this clause where the promoter has undertaken the construction/development of the said land in various phases. Please add/modify list of common amenities as applicable from case to case.) (Please insert the date of completion of infrastructure in the said phase/ wing separately)*

(Please also insert the date of possession of club house/ gymnasium separately).

(Please also insert the date of possession of parking space as sold/allotted separately)

That the allottees further agree that even where 'substantial completion' of works has been done and after receiving OC from the competent authority possession of the said unit shall be given. That substantial completion would mean works done that do not affect his use or occupation of his unit and he can cohabit in the said unit. However if the developer is not allowed by the allottee or any person on his behalf to complete the remaining portion of the works, it shall be accepted by and between the parties that the remaining works shall be deemed to have been done as and against the developer.

1.1. **Procedure for taking possession:-** The Promoter, upon obtaining the occupancy certificate from the local/competent/planning authority shall offer in writing to the Allottee/s intimating that, the said apartment is ready for use and occupation. The Allottee/s herein shall inspect the said apartment in all respects to confirm that the same is in accordance with the terms and conditions of this agreement, complete the payment of consideration/total price and dues to the Promoter as per terms and conditions of this agreement and take the possession of the said apartment within **15** days from the date of written intimation issued by the Promoter to the Allottee herein. 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 agree(s) to pay the maintenance charges as determined by the Promoter/association of allottee/s, as the case may be.

1.2. It shall be expressly agreed that wherever it is the responsibility of the allottee to apply and get necessary services the same shall not be undertaken by the promoter and the allottee shall be solely responsible for the same.

1.3. **Failure of Allottee to take Possession of [Apartment/Plot]:** Upon receiving a written intimation from the Promoter as per clause 11.3, the Allottee/s shall take possession of the 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 Apartment to the allottee. In case the Allottee fails or commits delay in taking possession of said Apartment within the time provided in clause 11.3, such Allottee shall be liable for payment of

maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoing in respect of the said apartment and the Promoter shall not be liable for the maintenance, wear and tear of the said apartment.

10.2. **Possession by the Allottee -** After obtaining the occupancy certificate and handing over physical possession of the said Apartment to the Allottee/s, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottee/s or the competent authority, as the case may be, as per the local laws

10.3. **Compensation –**That the allottee has given his specific confirmation herein that the responsibility of title of the said land be on the Developer up and until the conveyance of the said building/phase/ wing and the said land thereunder.

10.4. Except for occurrence of the events stating herein above, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottee/s, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with the interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % percent per annum within **30** days including compensation in the manner as provided under the Act.

Provided that where if the Allottee does not intend to withdraw from the said Project, the Promoter shall pay the Allottee interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % ,on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession of the Apartment.

12. TIME IS ESSENCE:-

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 [Apartment/Plot] 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 per Payment Plan in clause 2.5 in this agreement or by Payment Plan set out in **Schedule** ____

11. TERMINATION OF AGREEMENT:-

11.1. Without prejudice to the right of promoter to charge interest in terms of sub no.5 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 reminders, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of 15 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 administrative expenses of an amount of Rs/..... and/ or any other expenses incurred by the promoter for such unit as requested by the allottee or any other amount which may be payable to Promoter,) within a period of 30 days of the termination, the instalments of sale consideration of the Apartment which may till then have been

paid by the Allottee to the Promoter and the Promoter herein shall be entitled to deal with the said apartment with any prospective buyer. Delay in issuance of any reminder/s or notices from the Promoter shall not be considered as waiver of Promoter absolute right to terminate this agreement.

13.2 For whatsoever reason if the Allottee/s herein, without any default or breach on his/her/their part, desire to terminate this agreement /transaction in respect of the said apartment then, the Allottee/s herein shall issue a prior written notice to the Promoter as to the intention of the Purchaser/s and on such receipt of notice the Promoter herein shall be entitled to deal with the said apartment with prospective buyers. After receipt of such notice of intention to terminate this agreement the Promoter shall issue a 15 days notice in writing calling upon him/her/them to execute and register Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation the Purchaser/s shall be entitled to receive the refund of consideration, subject to terms of this agreement.

13.3 It is specifically agreed between the parties hereto that, if the transaction in respect of the said apartment between the Promoter and Allottee/s herein terminated as stated in sub-para 13.1 and 13.2 herein above written then all the instruments under whatsoever head executed between the parties hereto or between the Promoter and Allottee/s herein, in respect of the said apartment, shall stands automatically cancelled and either party have no right, title, interest or claim against each other except as provided hereinafter.

14. DEFECT LIABILITY

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.

Provided however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said apartment of phase/ wing and in specific the structure of the said unit/ wing/ phase of the said building which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of wilful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of apartment by the Occupants, vagaries of nature etc.

That it shall be the responsibility of the allottee to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his flat are regularly filled with white cement/epoxy to prevent water seepage.

Further where the manufacturer warranty as shown by the developer to the allottee ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/phase/ wing, and if the annual maintenance contracts are not done/renewed by the allottee/s the promoter shall not be responsible for any defects occurring due to the same.

That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/ manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the flats and the common project amenities wherever applicable.

That the allottee has been made aware and that the allottee expressly agrees that the regular wear and tear of the unit/ building/ phase/ wing includes minor hairline cracks on the

external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20*C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

It is expressly agreed that before any liability of defect is claimed by or on behalf of the allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the unit/phase/ wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

15. FORMATION OF ORGANISATION OF APARTMENT HOLDERS:-

15.1 Considering the Promoter herein is carrying on the construction/development on the said land in phases as aforesaid and further to have the maintenance of building/s and common facilities more conveniently, there will be one or more association of allottees/Co-operative Societies and/or Apex Society and/or limited company or as such may be formed by prevailing local laws as may be applicable to the said project, which the Promoter shall decide as suitable for the apartment holders in the said project which is under construction on the said land. ***(Please note that the promoter shall mention specific/particular organisation which is intended/likely to be formed by the promoter in respect of the said project)***.

15.2 The Allottee along with other allottee(s)s of 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 bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the 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.

15.3 The Promoter shall, *(mention date)* of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

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

16. CONVEYANCE OF THE SAID APARTMENT:-

The Promoter, on receipt of complete amount of the Price of the said Apartment under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the said unit not later than …… years and with proportionate indivisible share in the Common Areas on dt/-…… to the society/association/federation/limited company (Please pick any one and follow the same throughout) as may be formed all the right, title and interest of the promoter/original owner/lessor/ in the aliquot part of the said land i.e said project referred in Schedule-II unless the above stated period is not clearly mentioned, it is otherwise agreed to by and between the parties hereto within 3 (three) months from the issuance of the occupancy certificate. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorises the Promoter to withhold registration of the conveyance deed in his/her favour till

full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee.

17. PAYMENT OF TAXES, CESSES, OUTGOINGS ETC:-

17.1 The Purchaser/s herein is well aware that, the State Government of Maharashtra has imposed value added tax (VAT) on the agreed consideration, for the transaction for sale of apartment by the Promoter to the Allottee of the apartments under the Value Added Tax Act 2002 and as per the aforesaid act responsibility to pay the aforesaid tax from time to time and hence it is agreed between the parties hereto that, the Allottee/s herein shall bear and pay the aforesaid tax amount on or about execution of this present or as becomes applicable from time to time for this transaction, to the Promoter herein to enable the Promote to deposit / pay the same to the Government of Maharashtra.

17.2 The Allottee/s herein is well aware that, the Central Government of India has imposed service tax on construction cost and which construction cost is to be determined as provided under the aforesaid act out of the transaction for the sale of apartments by the Promoter to the Allottee/s and as per the aforesaid act responsibility to pay the aforesaid tax from time to time to the Central Government has been imposed on the Promoter and hence it is agreed between the parties hereto that, the Allottee/s herein shall bear and pay the aforesaid tax amount on every instalment of payment of consideration.

17.3 If at any time, after execution of this agreement, the service tax and Value Added Tax (VAT) ,GST etc is imposed/increased under respective statute by the central and state government respectively and further at any time before or after execution of this agreement any additional taxes/ duty/ charges/ premium/ cess/ surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statute/rule /regulation notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority, on the said apartment or this agreement or the transaction herein, shall exclusively be paid/borne by the Allottee/s. The Allottee/s hereby, always indemnifies the Promoter from all such levies, cost and consequences. Provided that the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the

acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

17.4 Within 15 days after notice in writing is given by the Promoter to the Allottee that the 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 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 as stated and defined as attached herewith in Annexure G…… 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.

17.6 Notwithstanding anything contents stated herein above, the liability to pay the aforesaid taxes, outgoings, other charges etc. will be always on Allottee/s of the said apartment and if for whatsoever reason respective Recovering Authority got recovered the same from the Promoter in such circumstances the Promoter herein shall be entitled to recover the same from the Allottee/s along with interests and Allottee/s herein shall pay the same to the Promoter within stipulated period as may be informed by the Promoter to the Allottee/s in writing. It is further specifically agreed that, aforesaid encumbrance shall be on said apartment being first encumbrance of the Promoter. The Allottee/s herein with due-diligence has accepted the aforesaid condition.

17.7 That the allottees are made aware and expressly agree herein that where the project is out of water supply zone of the local authority and there is likely to be low water supply from the local authority and the allottee shall have to pay for the water charges either by tanker or any other form

18. DEPOSITS BY ALLOTTEE/S WITH THE PROMOTER:-

The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-

(i) Rs. ..... for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.

(ii) Rs. ..... for formation and registration of the Society or Limited Company/Federation/ Apex body.

(iii) Rs. ..... for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body.

(iv) Rs. .....for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.

(v) Rs..... for Deposit towards Water, Electric, and other utility and services connection charges &

(vi) Rs..... for deposits of electrical receiving and Sub Station provided in Layout.

19. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:-

The Promoter hereby represents and warrants to the Allottee 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 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;

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 drawings, sale plans, other drawings are as given to the Promoter by the appointed Architect, Structural Consultants, other consultants, the developer has thus disclosed the same to the allottee and the allottee is aware that professional liability have been undertaken by them individually with the developer which shall prevail on these consultants individually or cumulatively if there is any loss/ harm is caused to the allottee and based on these said details of the drawings an the calculations and areas shown, the allottee has agreed to take the said unit.

f) All approvals, licenses and permits issued by the competent authorities with respect to the Project, 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;

g) 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;

h) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;

i) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot]to the Allottee in the manner contemplated in this Agreement;

j) 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;

k) 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;

l) 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.

20. **COVENANTS AS TO USE OF SAID APARTMENT**:- The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter

as follows for the said Apartment and also the said project in which the said Apartment is situated.

a. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

b. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or 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 Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

c. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the 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.

d. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or

alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardi or other structural members in the Apartment 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 Apartment 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 Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

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

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 Apartment by the Allottee for any purposes other than for purpose for which it is sold.

i. 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 Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

j. 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 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 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.

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

l. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project or any part thereof to view and examine the state and condition thereof.

m. That the allottee shall indemnify and keep indemnifying the promoter towards against any actions, proceedings, cost, claims and demands in respect of any breach, non-observance or non- performance of such obligations given specifically herein to the allottee.

n. That any nominated surveyor/ architect appointed for specific purposes stated in this covenant the fees of which shall be mutually decided by and between the promoter and the allottee and the same shall be paid by the …… as agreed mutually.

o. That nothing herein contained shall construe as entitling the allottee any right on any of the adjoining, neighbouring or the remaining buildings/ common areas etc of the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by the allottee to the developer in this regards.

p. That the parking spaces sold to eh allottee shall be used only for the purposes of parking and that the said space is designed and made for use of parking a vehicle of not more than …….tonnes and not more than …… height. That this has been clearly made aware to the allottee and the same has been agreed by the allottee to follow.

(Please add any other obligations that are necessary from your project point of view that the allottee/s must undertake to follow)

21. NAME OF THE PROJECT/ BUILDING/S / WING/S:-

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter herein has decided to have the name of the Project "_____" and building will be denoted by letters or name_____ or as decided by the promoter and further erect or affix Promoter's name board at suitable places as decided by the Promoter herein on a building and at the entrances of the scheme. The Allottees/s in the said project/building/s or proposed organisation are not entitled to change the aforesaid project name and remove or alter Promoter's name board in any circumstances. This condition is essential condition of this Agreement.

1. **ENTIRE AGREEMENT AND RIGHT TO AMEND:-**

This Agreement, along with its schedules, 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. This agreement may only be amended through written consent of the Parties

23. SEPARATE ACCOUNT FOR SUMS RECEIVED:-

The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s towards total price/consideration of the said apartment and as advance or deposit, sums received on account of the share capital for the formation of the Co-operative Society or a Company or any such legal entity/organisation that may be formed, towards the out goings, legal charges etc.

Provided that the Promoter shall be allowed to withdraw the sums received from the Allottee/s and utilise the same as contemplated and permitted under the said act and rules and regulations made thereunder.

24. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:-

The Allottee hereby agrees to purchase the Apartment on the specific understanding that is/her right is to only to the use and unless specifically allotted/ given vides (limited) common areas/ facilities, the use of the Common Areas/amenities shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time. That the list of things that would be covered under the maintenance head are clearly stated and which the allottee has expressly agreed to pay for (fully/ proportionately) and marked and attached as **Annexure G**

25. MEASUREMENT OF THE CARPET AREA OF THE SAID APARTMENT:-

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 Architect of the project. 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 Promoter shall demand additional amount from the Allottee 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 2 of this Agreement**.** That in such a case, the parties hereto agree that a nominated surveyor / architect as an expert be appointed mutually to take his expert opinion of measuring the said unit and submitting the said details.

26. PROVISIONS OF THIS AGREEMENT APPLICABLE ON 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 said project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

That the allottees agree that they shall not object to any easement rights that need to be given to any person in and around the said project and shall neither object to any such proceedings of land acquisition undertaken by a government agency including any compensation/ benefit given to the promoter in turn for which no conveyance has occurred to the ultimate body expressly stated in this agreement and for which no consideration is specially dispensed by the allottee to the promoter for the same; save and except his right to enjoy and use the unit purchased by him and any other rights given by the developer to the allottee for which consideration has been dispensed.

27. REGISTRATION OF THIS AGREEMENT:-

The Promoter herein shall present this Agreement as well as the conveyance at the proper registration office for registration within the time limit prescribed by the Registration Act and the Allottee/s will

attend such office and admit execution thereof, on receiving the written intimation from the Promoter.

28. PAYMENT OF STAMP DUTY, REGISTRATION FEE & LEGAL CHARGES:-

The Allottee/s herein shall bear and pay stamp duty and registration fees and all other incidental charges etc. in respect of this agreement and all other agreements or any final conveyance deed which is to be executed by the Promoter in favour of Allottee/s or Association/Society i.e organisation as may be formed in which the Allottee/s will be the member.

The Allottee shall also 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.

29. WAIVER NOT A LIMITATION TO ENFORCE

29.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

29.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

30. 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.

31. PLACE OF EXECUTION

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

32. NOTICES

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 at their respective addresses specified below:

_____Name of Allottee

_____ (Allottee Address)

M/s _____Promoter name

_____ (Promoter Address)

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.

33. JOINT ALLOTTEES

That in case there are Joint Allottees , they shall be considered as joint and severable allottees for the purpose of these clauses in the agreement and 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.

34. 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.

35. DISPUTE RESOLUTION

(If the parties wish to add herein an arbitration clause for the purpose of interpretation of the clauses of this agreement, they can be free to do so)

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

Important Note :- *Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the provisions of the said act and any other governing law for time being in force and the Rules and Regulations made thereunder]*

Note *- Testimonial clause to be finalised in individual cases having regard to the constitution of the parties to the Agreement.*

LIST OF SCHEDULES

SCHEDULE I = Description of the Said Land

SCHEDULE II = Description of the project/phase registered with the real estate regulatory authority under S.5 of the Real Estate (Regulation and Development) Act, 2016. (*Applicable in case if the construction on the said land is in phases)*

SCHEDULE III = Description of the Apartment and the garage/closed parking (if applicable) along with boundaries in four directions.

SCHEDULE IV = Specifications of the said apartment.

SCHEDULE V = Description of Common Amenities for the said project/phase

SCHEDULE VI = Description of common areas and facilities/limited common areas and facilities

LIST OF ANNEXURES-

(kindly correlate the same form the list given at the top.)

ANNEXURE - A = Copy of the Certificate of the title issued by the advocate.

ANNEXURE - B = Copies of Property Card/7x12 Extract or any other revenue record showing nature of the title of the Promoter to the said land.

ANNEXURE - C1 = Copy of Building permission /Commencement certificate

ANNEXURE - C2 = Copy of the authenticated copies of the plans of the Layout of the said phase as proposed by the Promoter

ANNEXURE - C2A = Copy of the proposed layout plan and the proposed building/phase/wing plan showing future proposed development as disclosed by the promoter in his registration

ANNEXURE - C3 = Copy of clear block plan showing the project (phase/ wing) which is intended to be constructed and to be sold and the said unit which is intended to be bought by the allottee.

ANNEXURE -D = Copy of the plans and specifications approved by the concerned local/planning authority.

ANNEXURE - E = Copy of floor plan of the said apartment.

ANNEXURE - F = Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)

ANNEXURE - G = List of items that would be covered as Maintenance of the Project

NOTE:- *Please include any such additional Annexure as applicable to each individual case.*

NOTE:- *Execution clauses to be finalised in individual cases having regard to the constitution of the parties to the Agreement.*

NOTE:- *Also disclose as much as possible of the layout, future buildings and other future plans etc as much as possible prior to signing the agreement and state that the same has been explained and understood by the party and is willing to take this apartment after been shown and explained the same.*