Agreement for Sale

This **AGREEMENT FOR SALE** ("**this Agreement**") made at Shahapur this ..... day of ..... in the year Two Thousand and Seventeen;

BETWEEN

M/S. MIRADOR CONSTRUCTION PVT. LTD., a Company incorporated under the Companies Act, 2013 and having its registered office at B-301, 302 & 303, Damji Shamji Corporate Square, Behind Kanara Business Centre, Laxmi Nagar, Ghatkopar (East), Mumbai – 400 075, hereinafter called the **"the Promoter"** (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and assigns) PAN No. _____ of the **ONE PART**;

AND

_____, an Adult Indian Inhabitant, having his/her/its address at _____, hereinafter called the **"Allottee/s"** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, in case of an individual, his/her/their heirs, executors, administrators and permitted assigns; in case of a limited company, its successors and permitted assigns; **/** in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors of them and the heirs, executors and administrators of the last surviving partner; **/** in case of a Trust the Trustees or Trustee of the said Trust, the survivors or survivor of them, his/her/their heirs, executors, administrators and permitted assigns) PAN No. _____, of the **OTHER PART**.

The Developer and the Purchaser/s are hereinafter individually referred to as "**Party**" and collectively "**Parties**".

WHEREAS Promoter are the owners of the pieces and parcels of land bearing Survey no. 32, Hissa no. 3, admeasuring 1 H – 86 A – 0 R, lying, being and situated at Revenue Village Kukambay, within the Registration Sub-District of Shahapur, District – Thane and which is more particularly described in the **First Schedule** hereunder written and hereinafter referred to as the **"said land"**. The said land was

purchased by the Promoter from one Rajesh Govind Bhoir vide a registered Sale Deed dated May 31, 2016 duly registered with the Sub-Registrar of Assurances, Shahapur on the same day vide Document no. SHP – 2926 - 2016. Thus the Promoter has absolute right, title and interest in the said land and is in vacant, peaceful and absolute possession of the said land.

AND WHEREAS the Promoter has launched a N.A. Plot Scheme on the said land in the name and style of **"Oasis Estate – Phase II"** (hereinafter referred to as the **"said Project"**), comprising of several plots subdivided in accordance with the permissions / sanctions / licenses obtained from the concerned Regulatory Authorities. The Promoter has offered the allotment and sale of the various plots in the said Project to the prospective buyer(s) on the terms and conditions broadly and generally contained herein and/or the Application for Allotment.

AND WHEREAS Promoter is in possession of the project land;

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 is in the process of registering the said Project / has registered the said Project under the provisions of the Act with The Real Estate Regulatory Authority bearing Registration No. _____;

AND WHEREAS the Promoter has right to sell the said Plot in the said project and to enter into Agreement/s with the allottee(s)/s of the Plots 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 prepared by the Architects Mr. Sudhir Thorat 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 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 Plots 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'**.

AND WHEREAS the authenticated copies of the plans and specifications of the Plot 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 and shall obtain the balance approvals from various authorities from time to time.

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.

AND WHEREAS the Purchaser/Allottee had applied to the Promoter vide Application dated _____ for the allotment of free-hold Plot bearing No. ___ situated on Survey No 32, Hissa No 3, admeasuring _____ sq. ft., lying, being and situated at Revenue Village Kukambay, within the Registration Sub-District of Shahapur, District Thane in the said Project and which is more particularly described in the **Second Schedule** hereunder written (hereinafter referred to as the **"said Plot"**).

AND WHEREAS the carpet area of the said Plot is _____ square meters and "carpet area" means the net usable area of an Plot for exclusive use of the Allottee.

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 Plot 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, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at __no.___;

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

AND WHEREAS, the Allottee are aware and acknowledges that the Promoter has entered or shall be entering into separate agreements with other persons interested in acquiring various other properties apart from the said Plot in the said Project that may be adjacent to / adjoining the said Plot desired to be purchased by the Allottee or elsewhere in the said Project. The Promoter has further clarified to the Allottee that this Agreement is confined and limited in its scope only to the said Plot agreed to be purchased by the Allottee.

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 Plot.

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

1. In accordance with the terms and conditions set out in this Agreement, mutually agreed to by and between the parties hereto, the Promoter agrees to allot and thereafter to transfer/sell the said Plot at the time of payment of last installment and simultaneously with execution of Conveyance Deed in respect of the said Plot, more particularly detailed hereunder, in the said Project to the Purchaser/Allottee, subject to the Purchaser/Allottee paying the entire consideration towards the basic sale price and other charges as per this Agreement / Payment Plan, and also fulfilling the conditions and stipulations, as contained hereinafter.

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 Plot of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

2. The Purchaser/Allottee shall have undivided proportionate interest in the common areas and facilities in the said Project together with the right to use the common area and facilities provided in the said Project along with all easement rights attached therewith.

DETAILS OF THE SAID PLOT and which is more particularly described in the Second Schedule hereunder written

Plot No: _____, Area (Sq Ft): _____

3. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee free-hold Plot bearing No. ___ admeasuring ..... sq. ft. (carpet) in the Project more particularly known as **"Oasis Estate - Phase II"** (hereinafter referred as **"the said Plot"**) as shown in the layout plan thereof hereto annexed and marked Annexure C for the consideration of Rs. ..... including Rs. ..... being the proportionate price of the common areas and facilities appurtenant to the said Plot, the nature, extent and description of the common areas and facilities which are more particularly described in the **Third Schedule** annexed herewith.

4. The Allotee has paid on or before execution of this agreement a sum of Rs. _____/- (Rupees _____ only) (not

exceeding 10% of hte total consideration) as advance payment or applicaitn fee and hereby agrees to pay the Promoter the balance amount of Rs. _____/- (Rupees _____ only) within 30 days of the execution of these presents and against and at the time of handing over of the possession of the Plot to the Allottee.

5. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST or any other similar taxes which may be levied, in connection with the said Project payable by the Promoter) up to the date of handing over the possession of the Plot.

6. The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

7. 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 @ _____ % 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.

8. The Promoter shall confirm the final carpet area that has been allotted to the Allottee 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 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 feet as agreed in Clause 3 of this Agreement.

9. 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.

10. It is specifically agreed that 10% of the Basic Sale Price shall always be treated as earnest money. The earnest money shall be liable to be forfeited by the Promoter as provided in this Agreement.

11. To facilitate the payment of the basic sale price and other amounts payable by the Allottee as per the Payment Plan opted by the Allottee, the Allottee has deposit Post Dated Cheques of due date to the Promoter to avoid delay in payment of installments more particularly mentioned in the Second Schedule. However, in the event of dishonoring of any cheque, the same shall be treated as failure of the Allottee to make the payment of the installment on due date and in such case, the Purchaser shall be liable for action against him including but not limited to the termination of arrangement between the parties.

12. The Allottee hereby authorize the Promoter to forfeit, out of the amounts paid/payable by it, the earnest money, as aforementioned, in case of cancellation of the allotment in terms of this Agreement on account of the failure of the Allottee to perform its obligations or fulfill all other terms and conditions stipulated herein.

13. The Allottee shall make all payments from time to time through a/c payee Cheque in favor of the Promoter, as per the details of Account given. The Promoter shall be entitled to adjust the amounts paid by the Allottee first towards the interest due, if any.

14. The Allottee hereby agree to pay additionally the Preferential Location Charges as stated in the Payment Plan.

15. In case the Allottee want to avail of a loan facility from his employer or financial institutions to facilitate the purchase of the said Plot applied for, the Promoter shall facilitate the process subject to the following:

a. The terms of the financing agency shall exclusively be binding and applicable upon the Allottee only.

b. The responsibility of getting the loan sanctioned and disbursed as per the Promoter's payment schedule will rest exclusively on the Allottee. In the event of the loan not being sanctioned or the disbursement getting delayed, the timely payment to the Promoter, as per Payment Plan, shall be ensured by the Purchaser/Allottee, failing which, the Allottee shall be governed by the provision contained in clause 11 as above.

16. 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 hand over possession of the Plot to the Allottee.

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 Plot to the Allottee and the common areas to the association of the allottees. 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.

17. The Promoter hereby declares that the Floor Space Index available as on date in respect of the said Project land is _____ square meters only and the Allottee can utilize Floor Space Index by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by impementating 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 available in the said Project and Allottee has agreed to purchase the said Plot.

18. If the Promoter fails to abide by the time schedule for completing the project and handing over the Plot 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.

19. Without prejudice to the right of promoter to charge interest in terms of sub clause 18 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 instalments, 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 Plot which may till then have been paid by the Allottee to the Promoter.

20. The Promoter shall give possession of the Plot to the Allottee on or before ..... day of ..... 20_____. If the Promoter fails or neglects to give possession of the Plot 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 Plot with interest at the same rate as may mentioned in the clause 4 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 Plot on the aforesaid date, if the completion of building in which the Plot 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.

21. **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate from the competent authority, if any and the payment made by the Allottee as per the agreeement shall offer in writing the possession of the Plot, 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 Plot 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 after receipt of the payment as stipulated in clause 4.

22. The Allottee shall take possession of the Plot within 15 days of the written notice from the promotor to the Allottee intimating that the said Plots are ready for use and occupancy:

23. **Failure of Allottee to take Possession of Plot:** Upon receiving a written intimation from the Promoter as per clause 21, the Allottee shall take possession of the Plot 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 Plot to the allottee. In case the Allottee fails to take possession within the time provided in clause 21 such Allottee shall continue to be liable to pay maintenance charges as applicable.

24. The Promoter has disclosed to the Allottee that the use of the said Plot is to be made strictly for residential use only and in accordance with the permitted use by the concerned authority and in the manner that the basic character of the Said Project does not get diluted or destroyed. Hence, the Allottee agree and undertakes to use the said Plot only for the permitted purposes. The Allottee shall become liable for all damages, penalties etc., which may be imposed for causing breach of this condition.

25. If the Purchaser/Allottee fail to take over possession of the said Plot, within the time as specified in the offer, then the said Plot shall lie at the risk and cost of the Purchaser/Allottee and the Vendor shall have no liability or concern in respect thereof. Further, it is agreed by the Purchaser/Allottee that in such event, the Purchaser/Allottee shall pay to the Vendor compensation/holding charges @ Rs. 10/- per sq. mtr. of the said Plot, per month for the entire period of delay, in addition to the maintenance charges, and further that the Vendor shall have right to withhold conveyance or handing over possession of the said Plot till the entire compensation/holding charges/maintenance charges, with applicable overdue interest, if any, at the rates as prescribed in this Agreement, are fully paid. It is made clear and the Purchaser/Allottee agree that the compensation/holding charges as stipulated in this clause shall be a distinct charge not related to (but in addition to) maintenance or any other charges as provided in this Agreement.

26. The Allottee along with other allottee(s) of Plots 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.

27. The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Promoter/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Plot is situated.

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

29. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Plot 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 Plot) 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.

30. 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 deposits of electrical receiving and Sub Station provided in Layout

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

32. In case of any increase in the External Development Charges or if any additional charge for extra amenities/safety measures or any other charge, levy, tax, fee, cess etc. of any nature, is levied or imposed by any authority, in future or retrospectively, with respect to the Said Project, the same shall be charged to the account of the Allottee on actual and pro-rata basis and be payable to the Vendor within 30 days of demand. Any amount, if levied and/or demanded by the Maharashtra State Electricity Board on account of External Electrification shall also be payable by the Allottee on actual and pro-rata basis within 30 days of demand by the Vendor. Presently, as determined, the External Development Charges is payable by the Purchaser/Allottee as per the Payment Plan as stipulated in the booking and registration form.

33. The Vendor will install an electric substation, The Allottee shall sign and execute all necessary papers, documents, agreements for the purpose of obtaining connections of electricity, power back – up and/or any other such services or connections.

34. The Allottee shall pay Municipal/Property Tax by whatsoever name called, levied or to be levied, by any local or statutory authority, from time to time on the said Plot from the date of execution of Conveyance Deed in favour of Allottee.

35. However, all charges payable to various department for obtaining services connections to the said Plot like electricity, telephone, water, sewer etc., including security deposits for sanction and release of such connection as well as informal charges pertaining thereto will be payable by the Allottee in addition to the price of the said Plot.

36. 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 Plot. 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.

37. 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 teh title report annexed to this agreement and has the requisit 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 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, 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 Plot 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 [Plot/Plot]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 teh Allottees;

x. At its sole and absolute discretion, the Vendor may start construction/development/renovations on any part of the said Property/Project or may postpone such construction for reasonable

time without causing unnecessary nuisance to the Purchaser/Allottee. The Purchaser/Allottee under any circumstances shall not stop or take any steps to stop, such construction on the ground of nuisance, disturbances, or for other reasons of any nature whatsoever except if such nuisance, disturbances, or for other reasons, is not affecting his/its right, interest and title to the said Plot.

xi. The Purchaser/Allottee hereby authorizes and permits the Vendor to raise finance/loan from any Financial Institution / Bank by way of mortgage / charge / securitization of the said Property allotted to him/them subject to the same being free of such encumbrances at the time of execution of Conveyance Deed. The Vendor, by itself or through its nominee(s), may raise finance from any bank/ financial institution/body corporate to finance the construction of the Said Project and for this purpose, create equitable/English mortgage on the Said Project along with the said Plot of one or more such institutions and for such an act the Vendor shall take prior written consent of the Purchaser/Allottee.

xii. 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;

xiii. 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.

38. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Plot may come, hereby covenants with the Promoter as follows :-

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

ii. Not to store in the Plot 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 Plot 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 common passages or any other structure of the building in which the Plot is situated, including entrances of the building in which the Plot is situated and in case any damage is caused to the building in which the Plot is situated or the Plot 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 repairs to the said Plot and maintain the Plot 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 Plot is situated or the Plot 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 Plot 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 Plot or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Plot is situated and shall keep the portion, sewers, drains and pipes in the Plot 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 Plot is situated and shall not chisel or in any other manner cause damage to common areas or other structural members in the Plot 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 Plot 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 Plot in the compound or any portion of the project land and the building in which the Plot 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 Plot is situated.

viii. To permit the Vendor/Maintenance Agency/ Association, on prior intimation, and their servants and agents, whether with or without workmen, at all reasonable times, to enter into and upon the said Plot or any part thereof, to view and examine the state and condition thereof and to carry out the maintenance of any common services/areas passing through or touching the said Plot.

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

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

xi. The Allottee hereby agree to enter into a Maintenance Agreement with the Vendor or any other association / agency (hereinafter referred to as the 'Maintenance Agency') as may be appointed / nominated by the Vendor from time to time for the up-keep and maintenance of various common services or facilities including the upkeep, repairs, security and maintenance etc. of the Said Project and its common areas, infrastructure and services/amenities therein and the Purchaser/Allottee shall pay the Maintenance Charges demanded by the Vendor/ Maintenance Agency.

The Maintenance Charges @ Rs. 1/- per sq. ft. per month after completion of 1 year from the date of registration till the

formation of Association/Society in respect of residential colony whichever is earlier.

xii. To use the Said Apartment only for residential purposes.

xiii. Use the said Plot in the manner, which shall not be or is likely to be of nuisance, annoyance or disturbance to other occupants in the Said Project.

xiv. To keep the Vendor/Maintenance Agency harmless and indemnified against all losses/damages/claims which may be caused or arise due to breach of any term or condition herein by the Purchaser/Allottee.

xv. Not to do or cause to be done any act in contravention with the terms and conditions of this Agreement and the applicable statutory rules and regulations.

xvi. 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 Plots 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 Plot in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xvii. Till a conveyance of the structure of the building in which Plot 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.

xviii. Till a conveyance of the project land on which the building in which Plot 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 land or any part thereof to view and examine the state and condition thereof.

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

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

41. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

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

42. **BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall

serve a notice to the Allottee for rectifying the default, which if not rectified within 15 **(**fifteen**)** days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled 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.

43. **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 Plot/plot/building, as the case may be.

44. **RIGHT TO AMEND**

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

45. **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 [Plot/Plot], in case of a transfer, as the said obligations go along with the [Plot/Plot] for all intents and purposes.

46. **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.

47. **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 [Plot/Plot] to the total carpet area of all the [Plots/Plots] in the Project.

48. **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.

49. **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, 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 _____.

50. 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.

51. 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 **and** 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

_____(Promoter Address)

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.

52. **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.

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

54. 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 Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

55. **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 _____ courts will have the jurisdiction for this Agreement

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

THE FIRST SCHEDULE REFERRED TO HEREINABOVE
(Description of the said land)

All that piece and parcel of Non-Agricultural Land lying, being and situate at Village – Kukambe, Taluka– Shahapur, District –Thane being land bearing the following Survey Nos.:

Sr. No.	Survey No.	Hissa No.	Area		
			H	A	P
1.	32	3	1	86	0

On or towards East :
On or towards West : As per Record of Rights.
On or towards North :
On or towards South :

THE SECOND SCHEDULE REFERRED TO HEREINABOVE
(Description of the said Plot)

ALL THAT Plot bearing No. _____ admeasuring _____ square feet in the Project known as **"OASIS ESTATE – Phase II"**.

THE THIRD SCHEDULE REFERRED TO HEREINABOVE
(Description of the common areas and facilities)

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)



(1)_____

(2)_____

At

on

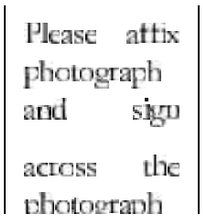
in the presence of WITNESSES:

1. Name _____
2. Signature

1. Name _____
2. Signature

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:



(1) _____ (Authorized Signatory)

At

on

in the presence of WITNESSES:

1. Name _____
2. Signature

1. Name _____
2. Signature

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

I say received.

The Promoter