

AGREEMENT FOR SALE OF FLAT

THIS AGREEMENT made at Mumbai this _____ day of _____, BETWEEN **M/S. ANILINE CONSTRUCTION COMPANY PVT LTD**, a Company registered under the Companies Act, 1956 with Corporate Identity Number U24239MH1959PTC011443 and having its registered office , having its registered office at DB House, Gen. A.K. Vaidya Marg, Goregaon (E), Mumbai – 400063, hereinafter called “**the PROMOTERS**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors and assigns) of the ONE PART; AND

AND

hereinafter called “**the ALLOTEES**” (which term in case of individuals shall so far as the context admits be deemed to mean and include his/her/their respective heirs, executors and administrators and his/her/their permitted assigns and in case of partnership firm, partner or partners for the time being and from time to time of the firm and survivor or survivors of them and their respective heirs, executors and administrators and permitted assigns of the last survivor of them and in case of incorporated bodies its successors and permitted assigns) of the OTHER PART:

W H E R E A S:

- a) By diverse Indenture of Conveyances executed in its favour the Promoters are seized and possessed of and even otherwise well and fully entitled to all that piece and parcel of land situated at Village Kavesar in Thane District and in aggregate admeasuring to 44,437.70 sq.mts more particularly described in 1st Schedule to 8th Schedule herein written and hereinafter referred to as the “Said Property”.
- b) By diverse Exemption Orders the said property was exempted under the Provisions of ULC Act and the conditions of the Exemption Order are complied with by the Promoters.
- c) From time to time the FSI originating from the said Larger Property of which the said Property is a part, is utilized and consumed by the Promoters and its associate companies and accordingly the developments and constructions are carried out.
- d) The Promoters are as such fully entitled to develop and construct on the said property buildings with FSI / TDR potential to be exploited on the said property.
- e) The Promoters will accordingly get the plans for building, having 30 residential Upper Floors (said buildings) sanctioned by the Planning Authorities. The Owners have presently got the plans approved and duly sanctioned by Planning Authorities and have obtained IOD No. TMC/TDD/897 Dated 30/03/2007 and Commencement Certificate dated 25/10/2007. The Promoters shall procure for the Commencement Certificate from time to time so as to complete the said buildings (as envisaged and as may be approved finally) and obtain Occupation Certificate from Planning Authorities as per final plans with full CC on or prior to date of possession of flats under these presents (excludable subject to Force Majoure) and the situations beyond control of Promoters.
- f) The Promoters have accordingly commenced construction;
- g) The entire costs of construction is to be borne and paid by the Promoters;
- h) The Promoters have entered into Agreement as prescribed by Council of Architects with the Architects, M/s. Spatial Designs Consultants Pvt Ltd; registered with the Council of Architects and also appointed M/s. Y.S. Sane & Co. as Structural Designers/Consultant for preparing structural designs and drawings and specifications of the sale building/s and the Purchaser accepts the professional supervision of the said Architect and of the said Structural Designers/Consultant or any such competent person or entity who may be substituted or replaced in their place by the Promoters till the completion of the said Building/s;
- i) As a result of the aforesaid, the Promoters are entitled to and enjoined upon to construct Building consisting of 4 wings having Stilt & 30 residential upper floors each on the said Property more particularly described in the Schedule hereunder written and agree to sell/lease/license etc. the flats, garages, basement/podium/open/covered/ stilt car parking spaces, terraces, hoarding spaces, etc. (all of which

hereinafter for the sake of brevity and convenience referred to as “flat” and reference to “Allottees” in this Agreement means only person/entity agreeing to Outright Purchase of such premises in the said Building);

- j. (i) The Allottee applied to the Promoters for allotment to the Allottee the FLAT No. _____ On _____ Floor, in _____ WING in the said project.
- (ii) The Allottees has demanded from the Promoters and the Promoters have given inspection to the Allottees of all the documents of title relating to the said Property, the plans, designs and specifications prepared by the Promoters’ Architect M/s. Spatial Designs Consultants Pvt Ltd., and of such other documents as are specified under the RERA and the Rules and Regulations made thereunder, including interalia the following:-
- (a) Letter issued by TMC, Fire Dept, whereby Fire Dept has accorded its NOC for the said building, in the manner and on the terms and conditions as setout therein.
 - (b) All the other approvals and sanctions of all the relevant authorities for the development of the said Real Estate Project.
 - (c) All the documents of title relating to the said Land including the said the Development Agreement, the Project Agreement and all other documents mentioned in the recitals hereinabove.
 - (d) The authenticated copies of 7/12 Extract with respect to the said land, which are annexed and marked as **Annexure 4** hereto;
- (iii) The Allottee is offered a flat bearing number _____ on the _____ floor, (herein after referred to as the said “flat”) in the Building called “**PARKWOODS**” (hereinafter referred to as the said “Building”) being constructed by the Promoter.
- k) The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no _____; authenticated copy is attached in **Annexure 5**;
- l) The Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.
- m) On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the Real Estate (Regulation and Authority) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;
- n) The authenticated copies of the plans of the Layout as approved by the concerned Local Authority i.e. Thane Municipal Corporation (TMC) have been annexed hereto and marked as **Annexure 7**.

- o) The authenticated copies of the plans of the Layout 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 project have been annexed hereto and marked as **Annexure 8**,
- p) The authenticated copies of the plans and specifications of the Flat agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as **Annexure 9**.
- q) The Promoter has got 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.
- r) While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.
- s) The Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.
- t) The Allottee has applied to the Promoter for allotment of a Flat No. onfloor in the building known **“PARKWOODS”** being constructed on the said property,
- u) The carpet area of the said Flat is _____ square meters and "carpet area" means the net usable floor area of a flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the flat.
- v) 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;
- w) Prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs..... (Rupeesonly), being part payment of the sale consideration of the flat agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

- x) 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. ;
- y) U/s.13 of the said Act the Promoter is required to execute a written Agreement for sale of said Flat with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.
- z) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Flat/Plot) and the garage/covered parking(if applicable).
- aa) A Copy of the Certificate of Title dated 9th June 2008 issued by the Advocates and Solicitors of the Promoters is annexed hereto and marked as **Annexure I** which has been perused by the Allottee and is satisfied with the same and has agreed not to raise any further requisitions or any objections in relation thereto hereafter;
- bb) The Allottee on or prior to execution hereof has executed and handed over to the Promoters a Declaration confirming that the Allottee and Society and/or any common organisation of the Allottee in the said Building, shall not at any time including after conveyance / lease or such other document vesting the title is executed in favour of such Society and/or the common organisation, be entitled to any FSI originating from the said Property or any TDR potential even if same may be available for any reason whatsoever and/or any other FSI of any nature whatever FSI/TDR than exceeding the FSI used and consumed in the said Building (when completed and conveyed) and that the Allottee and/or such Society shall not be entitled to put up any further or additional construction on the said Building or said Project exceeding the FSI consumed therein and transferred at the time of conveyance / lease or such other vesting document;
- cc) Relying upon the said representation, applications, declarations and the agreements as contained in this agreement made by the Purchaser, the Promoters agree to sell to the Purchaser the said Flat at the price and on the terms and conditions hereinafter appearing;
- dd) Prior to the execution of this Agreement for Sale, the Purchaser has paid to the Promoters a sum of Rs. _____/- (Rupees _____ only)
 _____ out of the purchase price of the said Flat as deposit or earnest money (the payment and receipt whereof the Owners do hereby admit and acknowledge) towards the purchase price and the Purchaser has agreed to pay to the Promoters the balance of the said purchase price in the manner hereinafter appearing in the operative clause;

The PAN Number of parties hereto are as follows: -

<u>Name of the Party</u>	<u>PAN Number</u>
Promoters	_____
Allottees	_____

ee) The parties hereto desire to enter into this Agreement;

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

1. The recitals mentioned hereinabove shall form the integral part of these presents and shall be read accordingly.
2. The Promoters have commenced the construction work of the building of 30 floors to be known as **“PARKWOODS”** on the said amalgamated properties as more particularly described in the Schedules hereunder written in accordance with the plans, designs, specifications approved by the MMRDA and Thane Municipal Corporation, local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Flat of the Allottee except any alteration or addition required by any Government authorities or due to change in law.
3. The Promoters shall also construct Approach Road, Boundary Walls, Internal Roads, Footpath, Streetlight, Electric Substation, Storm Water Drains, Drainage, STP, Water Mains, Podium, Tree Plantations, Recreation Gardens, Fire Fighting System as per NOC, Rain Water Harvesting and Club Area in Stilts as and by way of infrastructures on the said properties in accordance with the Plan.
4. (a) (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Flat No. _____ of the type _____ of carpet area admeasuring _____ sq. meters on _____ floor in the building known as **“PARKWOODS”** (hereinafter referred to as "the Flat") as shown in the Floor plan thereof hereto annexed and marked **Annexure** ____ for the consideration of Rs. _____ including Rs. _____ being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **Fourth Schedule** Annexed herewith. (The price of the Flat including the proportionate price of the common areas and facilities and parking spaces should be shown separately).
- (ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos ____ situated at

_____ Basement and/or stilt and /or _____podium being constructed in the layout for the consideration of Rs. _____/-.

4(b) The total aggregate consideration amount for the flat including covered parking spaces is thus Rs. _____/-.

4(c) The Allottee has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs(Rupees.....) in the following manner :-

Sr.	Purpose / on Completion of Works	%	Amount
1.	Earnest Amount / Agreement	10%	
2.	Within 30 days from Agreement	10%	
5.	Completion of 1 st Slab of Tower	9%	
6.	Completion of 5 th Slab	9%	
7.	Completion of 10 th Slab	9%	
8.	Completion of 15 th Slab	9%	
9.	Completion of 20 th Slab	9%	
10.	Completion of 25 th Slab	9%	
11.	Completion of 30 th Slab	9%	
16	Commencement of Plaster /Gypsum	4%	
17	Commencement of Plumbing & Electric work	4%	
18	Commencement of Flooring	4%	
19	Completion of possession	5%	
	TOTAL	100%	

4(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST, Value Added Tax, Service Tax, and Cess or other amounts, charges, security amounts etc, or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Flat. The following charges will be additionally payable:-

- Stamp Duty, registration charges, legal expenses and incidental charges as well as expenses for execution of this Agreement.
- GST, Taxes, VAT, Service Taxes and Other Taxes imposed by the Central and State Government including the service tax on society charges or as may be applicable thereto.

- c) Maintenance charges, Advance maintenance, Property Tax, Municipal Tax on the said flat.
 - d) Club Charges and other charges as mentioned in this Agreement.
 - e) Charges of electricity / water / sewer/ installations / connections / consumptions including electric fittings, fixtures, geysers, and electric and water meter and their connections as mentioned in this Agreement.
 - f) And any other charges/taxes/cess/levies etc., that may be payable by the Allottee as per the Agreement and as demanded by the Promoters.
- 4(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee 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.
- 4(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments @ ___% per annum for the period by which the respective installment 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.
- 4(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the 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 4(a) of this Agreement.
- 4(h) 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.

Note: Each of the installment mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple installments linked to number of basements/podiums/floors in case of multi-storied building /wing.

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

5.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Flat/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 installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Clause 4 (c) herein above. ("Payment Plan").

6. 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 utilize Floor Space Index of _____. ~~The Plan is sanctioned under the Rental Housing Scheme of MMRDA with 4 FSI for development and construction as per approved scheme.~~ The Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Flat based on the proposed construction and sale of flats to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

7.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Flat 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 (interest at the prevailing rate of the State Bank of India Highest Marginal Cost of Lending Rate plus 2% (two percent) thereon for every month of delay from the Possession Date ("**Interest Rate**"), 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.

7.2 Without prejudice to the right of Promoter to charge interest in terms of Sub Clause 4.1 above, on the Allottee committing default in payment on due date of any amount due

and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement: provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Flat which may till then have been paid by the Allottee to the Promoter.

8. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Flat as are set out in **Annexure ____**, annexed hereto. The Purchaser has satisfied himself about the design of the said premises and the said building in which the said premises is located, as also the specifications and amenities to be provided in the said premises. The Allottee however agrees that the Promoters reserve the right to change the fixture, fittings and amenities to be provided in circumstances wherein there is an uncertainty about the availability of fixture, fittings or amenities or the materials required to be provided, either in terms of quantity and/or quality and/or delivery and/or for any other reason beyond the control of the Promoters and the Promoters shall substitute the fixture, fittings and amenities without any approval of the Allottee in order to enable the Promoters to offer possession of the said premises on the stipulated date. The Allottee agrees not to claim any rebate or discount or concession in the consideration on account of any change or substitution in the fixture, fittings or amenities by the Promoters, in the circumstances aforesaid.

9. The Promoter shall give possession of the Flat to the Allottee on or before..... .
If the Promoter fails or neglects to give possession of the Flat to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Flat with interest at the same rate as may mentioned in the Clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoter shall be entitled

to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of building in which the Flat is to be situated is delayed on account of -

- (a) Any force majeure events;
- (b) Any notice, order, rule, notification of the Government and/or other Public or Competent Authority/Court;
- (c) Any stay order / injunction order issued by any Court of Law, competent authority, MCGM, statutory authority;
- (d) Any other circumstances that may be deemed reasonable by the Authority.

10.1 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Flat, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Flat to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

10.2 The Allottee shall take possession of the Flat within 15 days of the written notice from the Promoter to the Allottee intimating that the said Flats are ready for use and occupancy:

10.3 Failure of Allottee to take Possession of Flat: Upon receiving a written intimation from the Promoter as per Clause 10.1, the Allottee shall take possession of the Flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Flat to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 10.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

10.4 If within a period of five years from the date of handing over the Flat to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Flat or the building in which the Flat 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.

11. The Allottee shall use the Flat or any part thereof or permit the same to be used only for purpose of *residence/office. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

12. The Allottee along with other Allottee(s) of Flats in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization 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.
- 13.1 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 Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Flat is situated.
- 13.2 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 Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.
- 13.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Flat is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) 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. The Promoters with consent of the Builders are entitled to form a federation of societies of all the building **Parkwoods**

‘A’ Tower for the better management of common facilities and infrastructures and the general management of the said building **Parkwoods ‘A’ Tower** shall be handed over to the said federation of societies. The Allottee of the 4 flats of wing – A shall join the society of wing – A, if constituted separately, and observe and perform the bye-laws thereof. 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.

14. 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.
- (vii) Rs _____ for Club House charges of Parkwoods
- (viii) Rs _____ for Development Charges
- (ix) Rs. _____ for pipe gas connection

15. The Allottee shall pay to the Promoter a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of Attorney-at-Law/Advocates, Documentation Charges, Share Money, Application/Entrance Fee Of Society, Formation & Registration of Society, Installation of Electric Connection and Water Connection, Development Charges, Corpus Fund, for proportionate share of other charges of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

16. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the

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

17. 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 declare in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Flat which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat 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 general management of the said building **Parkwoods 'A' Tower** shall be handed over to the said federation of societies;

- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
 - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.
18. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Flat may come, hereby covenants with the Promoter as follows :-
- i. To maintain the Flat at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.
 - ii. Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
 - iii. To carry out at his own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
 - iv. Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in

which the Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat without the prior written permission of the Promoter and/or the Society or the Limited Company.

- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the project land and the building in which the Flat is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat by the Allottee for any purposes other than for purpose for which it is sold.
- ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Flat 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.
- xi. Till a conveyance of the structure of the building in which Flat 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.
- xii. Till a conveyance of the project land on which the building in which Flat 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.

19. 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.
20. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flats or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Flat 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.

21. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

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

22. 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.

23. 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 flat/plot/building, as the case may be.

24. RIGHT TO AMEND

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

25. 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 Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

26. 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.

27. 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 Flat to the total carpet area of all the Flats in the Project.

28. 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.

29. 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.

30. 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.
31. 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: _____

Promoter name :

M/S. ANILINE CONSTRUCTION CO. PVT LTD

D B HOUSE

Gen. A.K. Vaidya Marg

Goregaon (E), Mumbai 400 063.

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.

32. **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.

33. Stamp Duty and Registration :- The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee.
34. 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.

35. **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.

THE SCHEDULE OF THE PROPERTY

First Schedule

All those pieces or parcels of agricultural lands situate at Village Kavesar in Thane District part of the lands and in the Registration District and Sub-District Thana, bearing Survey Nos. 163 Hissa No. 9(part) and CTS No. 165 Hissa No. 1(part), admeasuring 20.4 Gunthas equivalent to 2040 sq.mts.

Second Schedule

All those pieces or parcels of agricultural land or ground situate at Village Kavesar in Thane District in the Registration Sub-District Thane District Thana bearing Survey No. 166 Hissa No. 11(part), 15(part), 22(part) and 4, admeasuring 31 Gunthas equivalent to 3100 sq.mts..

Third Schedule

All those pieces or parcels of agricultural lands situate at Village Kavesar in Thane District in the Registration Sub-District Thana, District Thana bearing Survey No. 166 Hissa No. 7 and 9(part), admeasuring 4 acres and 18 Gunthas equivalent to 17800 sq.mts.

Fourth Schedule

All those pieces or parcels of agricultural lands situate at Village Kavesar in Thane District in the Registration Sub-District Thana District Thana bearing Survey No. 166 Hissa No. 8 and Hissa No. 10(part), admeasuring 1 acre and 16.5 Gunthas equivalent to 5650 sq.mts..

Fifth Schedule

All those pieces or parcels of agricultural lands situate at Village Kavesar in Thane District in the Registration Sub-District Thana District Thana bearing Survey No. 166 Hissa No. 5 admeasuring 21 Gunthas equivalent to 2100 sq.mts

Sixth Schedule

All those pieces or parcels of agricultural vacant land or ground situate lying and being at Village Kavesarin the Registration Sub-District of thana District Thana bearing Survey No. 163 Hissa No. 5(part), 6(part), 7(part) and 8(part), admeasuring 27.04 Gunthas equivalent to 2704 sq.mts.

Seventh Schedule

All those pieces or parcels of agricultural land or ground situate lying and being at Village Kavesar District Thana in Registration Sub-District Thana bearing Survey No. 166 Hissa No. 6(part), 12(part), 13(part), 14(part), 24(part), 30(part) and Survey NO. 167 of Village Kavesar, District Thane admeasuring 2 acres 18.12 Gunthas equivalent to 9812 sq.mts.

Eight Schedule

All those pieces or parcels of agricultural land or ground situate at Village Kavesar in the Registration Sub-District Thane District Thana bearing Survey No. 163 Hissa No. 9(part), Survey No. 165 Hissa 1(part) & 2(part), Survey No. 166 Hissa No. 9(part), 10(part), 11(part), 15(part), 16(part) and 22(part) of admeasuring 1 acre 30 Gunthas equivalent to 7000 sq. mts.

SIGNED, SEALED & DELIVERED)

By the within named “**PROMOTERS**”)

M/S. ANILINE CONSTRUCTION CO PVT LTD)

in the presence of WITNESSES:)

1. Name

Signature

2. Name

Signature _____

SIGNED, SEALED & DELIVERED)

By the within named “**ALLOTTEE/S**”)

Mr. _____)

Mrs . _____)

in the presence of WITNESSES:

1. Name

Signature

2. Name

Signature _____

RECEIPT

RECEIVED the day AND year first hereinabove)

Written from the withinnamed ALLOTTEE/S)

a sum of RS. _____/-(Rupees _____)

_____ Only)

as part payment towards the purchase of flat)

as within mentioned to be paid by him/her to us)

by Cash/Cheque No. _____)

Dated _____ Drawn on the _____)

_____.)

WE SAY RECEIVED

RS. _____/-

For M/s. ANILINE CONSTRUCTION CO PVT LTD

PARTNER

Witnesses:

1.

2.

Note – Execution clauses to be finalized in individual cases having regard to the ANNEXURE – A

Name of the Attorney at Law/Advocate,

Address :

Date :

No.

RE. :

Title Report

Details of the Title Report

The Schedule Above Referred to

(Description of property)

Place:

Datedday of 20.....

(Signed)

Signature of Attorney-at-Law/Advocate

ANNEXURE –B

(Authenticated copies of Property Card or extract Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Vendor/Lessor/Original Owner/Promoter to the project land).

ANNEXURE –C-1

(Authenticated copies of the plans of the Layout as approved by the concerned Local Authority)

ANNEXURE - C-2

(Authenticated copies of the plans of the Layout 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 project)

ANNEXURE -D

(Authenticated copies of the plans and specifications of the Flat agreed to be

purchased by the Allottee as approved by the concerned local authority)

ANNEXURE – E

(Specification and amenities for the Flat),

ANNEXURE –F

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)

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/s.