

Ward No :-
Village :- CHIKHLOLI
Flat Area :-
Market Value :-
Actual Value :-
Stamp Duty :-

AGREEMENT FOR SALE

THIS ARTICALES OF AGREEMENT made at CHIKHLOLI
Taluka Ambarnath, Dist Thane; on this _____ day of _____ 2017.

BETWEEN

ADITYA MANGAL BUILDERS a Proprietorship Firm Through its Proprietor **SHRI. PRASHANT ADITYA SHUKLA** Age 28 Years, Occu-Business Having office at:- Indigo Apartment, Katrap Badlapur (E) Tal-Ambarnath Dist-Thane **PAN CARD NO- CLAPS 4874D** Hereinafter called and referred to as the **PROMOTERS/ BUILDERS** (which expression shall unless it be repugnant to the context or meaning thereof and include the partners or partner for the time being of the said firm, the survivor of them and their heirs, executors and administrators of the last survivor and their / his or her assigns of the **ONE PART.**

AND

1) _____ Age _____ Year, Occu :-
Housewife **PAN CARD NO.** _____ **Residing at:-**

Hereinafter referred to as "**The FLAT PURCHASERS**" (Which expression shall unless the context does not so admit includes his/ her/ their heirs, executors, administrators and assigns) of the

WHEREAS :

1) That the land situated Village **CHIKHLOLI** Tal. Ambarnath Dist. Thane within the local limits of Ambarnath Municipal Council, bearing Survey No. 140 Hissa No. 8 B Admeasuring area 0H-43R-0P P.K.0H-03R-0P Total Area Admeasuring 0H-46R-0P Asst. 0Rs-79 Paise was originally owned by 1) Shri. Santosh Jagannath Mhatre 2) Shri.Yashwant Jagannath Mhatre 3) Kantabai Bhagwan Wayle 4) Chandrabai Kundlik Patil.

2) **AND WHEREAS** according to Release Deed between Mrs. Ranjana Ramesh Chahale i.e. previously known as Ranjana Jagannath Mhatre have released her rights for said land in favour of Shri.Santosh Jagannath Mhatre by registered Released Deed on dt. 19/11/2013 which is duly registered at the office of Sub-registrar Ulhasnagar-3 at serial no. 7058/2013.

3) **AND WHEREAS** according to Release Deed between 1) Kamlabai Jagannath Mhatre 2) Tarabai Ananta Bhoir 3) Shakuntala Raghunath Joshi 4) Vaijyanta Natha Gaikar 5) Nirmala Laxman Patil have released their rights of said land in favour of 1) Shri.Santosh Jagannath Mhatre 2) Shri.Yashwant Jagannath Mhatre by registered Released Deed on dt. 11/12/2013 which is duly registered at the Office Of Sub-Registrar Ulhasnagar-3 at serial no. 7639/2013.

- 4) **AND WHEREAS** the said land owners have granted development rights to Promoters/ Builders i.e. Shri. Prashant Aditya Shukla (As Developers) for the said land. The said Development Agreement is duly registered at the Office of Sub- Registrar Ulhasnagar-3 by register bearing No. 7882/2013 dated 18/12/2013. And the said owner also given Separate power of attorney have been executed in favour of the Promoters for enabling them to develop the said land by constructing thereon building/s of dwelling units, and other units and selling the said units to prospective Flat takers on ownership basis. The said Power of Attorney is duly registered at serial No. 7883/2013 on dated 18/12/2013. The said Development Agreement and Power of Attorney is still valid and subsisting.
- 5) **AND WHEREAS** accordingly Building Construction permission is also granted by Ambarnath Municipal Council bearing No. Javak K. ANP/ NRV/BP/13-14 1072/832/103 dtd. 20/12/2013, construction permission was granted for Building No. A, B, C – Ground Floor + Seventh Floor, Building No. D- Ground + Third Floor. Building upon said land.
- 6) **AND WHEREAS** according to N.A. Order grated by District Collector Thane dated 08/08/2014 bearing no. Mahasul/Kaksh-1/T-14/NAP/SR- 28. The said office have granted permission for Non- Agricultural use of the said land upon the specific terms and conditions mentioned therein.
- 7) **AND WHEREAS** Mr. Prashant Aditya Shukla have formed a proprietorship firm name and style of ADITYA MANGAL BUILDER. And sale the allotted flat to prospective purchaser in the name and style of ADITYA MANGAL BUILDER
- 8) In pursuance of the above Development Agreement & Power of Attorney to Developers/Promoter the developer got right to develop the said lands more particularly described in the Schedule hereunder written, (hereinafter for the sake of brevity the above land shall be referred as "the said land")

The copy of the 7/12 Extract showing the name of the owners as the Owners of the said land is annexed hereto.

AND WHEREAS Promoter are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

AND WHEREAS the Promoter is in possession of the project land.

AND WHEREAS the Promoter has proposed to construct on the project land under their project named and marketed as "ADITYA ROYAL" (hereinafter referred to as "the said Complex") on the said land bearing Survey No. 140 Hissa No. 8 B Admeasuring area 0H-43R-0P P.K.0H-03R-0P Total Area Admeasuring 0H-46R-0P Asst. 0Rs-79 Paise (more particularly set out and described in the 'FIRST SCHEDULE' written hereunder), which shall consists of 3 Building i.e wing A and B - Stilt + Seventh Floor, Building No. C- Ground + Seventh Floor.

Wing No A - Stilt + Seventh Floor

Wing No B - Stilt + Seventh Floor

Wing No C - Ground + Seventh Floor.

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

AND WHEREAS Allotted/s is/are offered Flat bearing No. _____ on _____ Floor (along with the said Flat) (hereinafter referred to as the "SAID FLAT") in the Wing "____" of complex Known As "ADITYA ROYAL" (hereinafter referred to as the "SAID COMPLEX") which is to have Total carpet area of _____ Sq. Mtrs. constructed in the phase of said project by the Promoter.

AND WHEREAS the Promoter has entered into a Standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no. _____ Authenticated copy is attached in Annexure "F".

AND WHEREAS the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

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

AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects MR. _____ and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

AND WHEREAS the authenticated copies of Certificate of Title issued by the Advocate of the Promoter, authenticated copies of extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Flats (Apartments) are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively.

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

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

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

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

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

AND WHEREAS the Allottee has applied to the Promoter for allotment of Flat No. on Floor in Wing ____ situated in the project known as **"ADITYA ROYAL"** being constructed in the said Project.

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

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a sum of **Rs...../- (Rupees Only)**, being part payment of the sale consideration of the Flat agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, 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 Flat (Apartment) with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

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

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

1. The Promoter shall construct the said building/s consisting of 3 Building i.e wing A and B – Stilt + Seventh Floor, Building No. C- Ground + Seventh Floor. on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Flat of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee **Flat No. of Carpet**

Area admeasuring sq. metres on Floor of complex known as "**ADITYA ROYAL**" in "....." wing (hereinafter referred to as "the Flat ") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of Rs...../-
(Rupees Only)
including Rs...../- (Rupees Only) being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Flatbearing Nos. _____ situated at _____ Ground and stilt and 6th Upper Floor being constructed in the layout for the consideration of Rs...../-
(Rupees Only)

(iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos. _____ situated at _____ Ground and stilt and 6th Upper Floor being constructed in the layout for the consideration of Rs...../- (Rupees Only).

1(b) The total aggregate consideration amount for the Flat (Apartment) including garages/covered parking spaces is thus Rs...../-
(Rupees Only).

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs...../- (Rupees Only) i.e. 10% of the total consideration as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs...../- (Rupees Only) in the following manner :-

- i. 20% of the total consideration to be paid to the Promoter after the execution of Agreement.
- ii. 15% of the total consideration to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Flat is located.
- iii. 25% of the total consideration to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Flat is located.
- iv. 5% of the total consideration to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Flat.
- v. 10% of the total consideration to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Flat.
- vi. 10% of the total consideration to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Flat (Apartment) is located.
- vii. 5% of the total consideration to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Flat is located.
- viii. Balance Amount of Rs...../- (Rupees Only)
against and at the time of handing over of the possession of the Flat (Apartment) to the Allottee on or after receipt of occupancy certificate or completion certificate.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess 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 (Apartment).

- 1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee 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.
- 1(f) 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.
- 1(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 1(a) of this Agreement.
- 1(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.

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

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Flat(Apartment) to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is square meters only and Promoter has planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Flat (Apartment) based on the proposed construction and sale of Flats (Apartments) to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

- 4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Flat (Apartment) to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.
- 4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of 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 Flat (Apartment) which may till then have been paid by the Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range to be provided by the Promoter in the said building and the Flat (Apartment) as are set out in Annexure 'E', annexed hereto.

6. The Promoter shall give possession of the Flat (Apartment) to the Allottee on or before..... day of20____. If the Promoter fails or neglects to give possession of the Flat (Apartment) to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Flat(Apartment) with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Flat (Apartment) on the aforesaid date, if the completion of building in which the Flat (Apartment) is to be situated is delayed on account of -

- (i) war, civil commotion or act of God ;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

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

- 7.2 The Allottee shall take possession of the Flat (Apartment) within 15 days of the written notice from the Promoter to the Allottee intimating that the said Flats (Apartments) are ready for use and occupancy;

- 7.3 **Failure of Allottee to take Possession of Flats/Shops (Apartments) :**
Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the Flat (Apartment) from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Flat (Apartment) to the allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.
- 7.4 If within a period of five years from the date of handing over the Flat(Apartment) to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Flat (Apartment) or the building in which the Flats/Shops (Apartments) are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost 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.
8. The Allottee shall use the Flat (Apartment) or any part thereof or permit the same to be used only for purpose of *residence/office/show-room/godown for carrying on any industry or business.(*strike of which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle.
9. The Allottee along with other allottee(s) of Flats (Apartments) in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the