Annexure A'

Model Form of Agreement to be entered into between Promoter and Allottee(s)

(See rule 10(1))

EXPLANATORY NOTE

This is a model form of Agreement, which may be modified and adapted in each case having regard to the facts and circumstances of respective case but in any event, matter and substance mentioned in those clauses, which are in accordance with the statute and mandatory according to the provisions of the Act shall be retained in each and every Agreement executed between the Promoter and Allottee. Any clause in this agreement found contrary to or inconsistent with any provisions of the Act, Rules and Regulations would be void *ab-initio*.

Model Form of Agreement

Ward No.	:	10/23
Govt., Rate	:	@ Rs. 50,900/- per. Sq. Mtrs.
Village	:	Katrap
Flat Area	:	_____ Sq. Mtrs. Carpet
Actual Value	:	Rs. _____/-
Market Value	:	Rs. _____/-
Stamp Duty	:	Rs. _____/-

" SHREE"

AGREEMENT FOR SALE

THIS ARTICALES OF AGREEMENT made at KULGAON Taluka Ambernath, Dist Thane; on this _____ day of **_____, 2024**.

B E T W E E N

M/s. Panvelkar Group Infrastructure, A Partnership Firm, holding **P.A.N.: AAZFP0766F,** having its office address at : Shop No. 1, Ground Floor, Panvelkar Rio, Plot No. 215, CTS No. 4045, Kansai Road, Kansaigaon, Ambernath (East), District Thane - 421 501, through its Partner **Mr. _____,** Age ____ years, hereinafter called and referred to as **"THE DEVELOPERS/ BUILDERS"** (which expression shall unless it be repugnant to the context or meaning thereof and include the partners or partner for the time being of the said firm, the survivor of them and their heirs, executors and administrators of the last survivor and their / his or her assigns) of the **ONE PART**.

A N D

(1) Mr. _____, Aged _____ Years, holding **P.A.N.: _____**, and **(2) Mrs. _____,** Aged _____ Years, holding **P.A.N.: _____**, both residing at _____, hereinafter referred to as **"THE ALLOTTEE/S /PURCHASER/S"** (Which expression shall unless the context does not so admit includes his/ her/their heirs, executors, administrators and assigns) of the **OTHER PART**.

WHEREAS Panvelkar Evoke Co-operative Housing Society Ltd.,(hereinafter referred to as "the said Society") are absolutely seized and possessed and otherwise sufficiently entitled to all that piece and parcel of land owner of property bearing 1) Survey No. 25, Hissa No. 2 (Part), (As per Computerised 7/12 Extract 25/2/16), and Plot No. 5, area 334.45 Sq. Mtrs. and 2) Survey No. 25, Hissa No. 2 (Part) (As per Computerised 7/12 Extract 25/2/17), Plot No.6, area 292.60 Sq. Mtrs. totally admeasuring about 627.05 Sq. Mtrs., alongwith old building/s structure constructed thereon situated at Village Katrap, Taluka Ambernath, District Thane;

AND WHEREAS the said Society have granted Development rights of land bearing1) Survey No. 25, Hissa No. 2 (Part), (As per Computerised 7/12 Extract 25/2/16), and Plot No. 5, area 334.45 Sq. Mtrs. and 2) Survey No. 25, Hissa No. 2 (Part) (As per Computerised 7/12 Extract 25/2/17), Plot No.6, area 292.60 Sq. Mtrs. alongwith old building/s structure constructed thereon, situated at Village Katrap, Taluka Ambernath, District Thane to the Promoters by Development Agreement dated 06.10.2022, the said Development Agreement is duly registered at sub- registrar, Ulhasnagar- 2 by register bearing No.15735-2022, registered on 06.10.2022. And the said society has given Separate power of attorney dated 06.10.2022 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/Unit Purchasers on ownership basis. The said Power of Attorney is duly registered at serial No. 15737-2022 on

06.10.2022. The said Development Agreement and Power of Attorney is still valid and subsisting. The said property is more particularly described in the First Schedule hereunder written and referred to as “the said Land”.

AND WHEREAS the said Society and the Developers herein entered into Supplementary Agreementon22.03.2024 for revision of some terms and conditions mentioned therein, and the said Supplementary Agreement is duly registered at sub-registrar, Ulhasnagar- 2 by register bearing No. 4251-2024, registered on 26.03.2024.

AND WHEREAS the said land is converted to non- agriculture use by the order of Office of the Sub-Divisional Officer, Thane under their Order No. NAP/SR-784, Dated 25.09.1975.

AND WHEREAS by virtue of the above said Development agreement and Power of Attorney the Promoters have the sole, absolute right to sell the flats/shops/units to prospective Purchaser/s on ownership basis, according to the provisions of the Real Estate (Regulation and Development) Act 2016.

AND WHEREAS in pursuance of obtaining valid title of the project land, M/s. Panvelkar Group Infrastructure, through its Partners decided to develop the above said land more particularly described in the schedule herein under written and to construct thereon a building in accordance with the requisite permissions and conditions from the local authority at their own cost and expenses and to dispose of the residential flats/units in the building to be constructed on ownership basis and to enter into agreements with the purchaser and to receive the sale price in respect thereof.

AND WHEREAS as per the above recited Development Agreement M/s. Panvelkar Group Infrastructure, i.e. the developers/builders herein have been put in possession of the said land as on date of the execution of the said Development Agreement.

AND WHEREAS in pursuance of the above said Development Agreement M/s. Panvelkar Group Infrastructure, through its Partners decided to develop the above said land more particularly described in the schedule herein under written and to construct thereon a building in accordance with the requisite permissions and conditions from the local authority at their own cost and expenses and to dispose of the residential flats/units in the building to be constructed on ownership basis and to enter into agreements with the purchaser and to receive the sale price in respect thereof.

AND WHEREAS the promoter/builder have purchased the T.D.R admeasuring 250 Sq. Mtrs. from DRC No. KBMC/TPD/TDR/2022-2023/398 and Certificate Folio No. 398/395 dated 02.06.2022 from the DRC Holder **MR. SURYNATH UDAYPRATAP SINGH, MR. MUKHTAR ANVAR SHAIKH, AND MR. SANDEEP PANDURANG JADHAV,** by Agreement for Sale of T.D.R. dated 24/01/2023 Registered at the office of Sub-Registrar-2 at Sr. No. 912/2023 on 24/01/2023.

AND WHEREAS the promoter/builder have also purchased the T.D.R admeasuring 14 Sq. Mtrs. from DRC No. KBMC/TPD/TDR/2020-2021/374 dated 16.10.2020 in the name of DRC Holder Mr. Kishor Madhukar Salunkhe from **MR. PRASHANT SUBHASH TELI AND MRS. REVATHI PRASHANT TELI** by Agreement for Sale of T.D.R. dated 29/03/2023 Registered at the office of Sub- Registrar-2 at Sr. No 4283/2023 on 29/03/2023.

AND WHEREAS in pursuance to the rights and authorities conferred upon the Builders/ Developers herein above mentioned and under the virtue of the above referred development agreement and TDR Agreements with the intention to carry out the scheme of construction the builders and developers got and obtain the necessary building plans and works commencement certificate approved from the Kulgaon Badlapur Municipal Council vide their permission No. KBNP/NRV/BP/1598/2022-2023, Unique No. 16, dated 18.04.2023;And thus, permission was granted for construction of building for **Basement + Ground + Seven upper floors With Lift** residential and commercial use as per plan.

AND WHEREAS the developers have registered the project under the provisions of the Real Estate (Regulation& Redevelopment) Act, 2016 with the Real Estate Regulatory Authority bearing Registration No. _____.

AND WHEREAS in pursuance to the sanctioned plans and permission and subject to the terms, conditions, stipulations and compliances laid down by the said local authority which are to be performed by the builders/developers, the builders herein have become entitled to commence work of construction of the said project/buildings as shown on the plan annexed hereto.

AND WHEREAS the Developers have entered into a standard agreement with its Architect, who is being registered with the council of Architects and such agreement is as per the Agreement prescribed by the council of Architects and the developers/builders has also appointed Structural Engineer for the preparation of the structural designs and drawings of the building and the developers/builders have accepted the professional supervision of Architects and the R.C.C. Engineers, till the completion of the building.

AND WHEREAS the Developers has presently constructing on the said land the building consisting of flats in accordance with the aforesaid sanctioned plans, and the developers have the exclusive right to sell the said flats and units of the building under construction to the prospective purchasers.

AND WHEREAS the Developers have offered for sell the various flats and shops and other units in the said proposed building that is now under construction.

AND WHEREAS the purchaser on coming to know that the said flat/unit is offered for sale expressed his/her desire to purchase or acquire on ownership basis, **Flat No. _____,** on the_____ **Floor,** which is to have an area of_____ **Sq. Mtrs. Carpet(excluding balcony Area, Cup Board Area, Open Terrace Area etc. admeasuring about _____Sq. Mtrs.,)** = Total Area admeasuring about _____ **Sq. Mtrs., Carpet** of the said project or society known as **"Panvelkar Evoke Co-operative Housing Society Limited"** and all the amenities fittings as mentioned and more particularly described in the Schedule (Amenities and Specifications) herein under written. The carpet area as mentioned herein above means the net usable floor area of an apartment, excluding the area covered by the external walls, area under service shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the purchaser or Verandah area and exclusive open terrace area appurtenant to the said apartment for exclusive use of the purchaser, but includes the area covered by the internal partition walls of the apartment.

AND WHEREAS in this agreement the term **"Flat/Unit"** shall include the **flat/block/ shop/office/parking space** or any other premises hereby agreed to be sold and the term **"Flat/Unit Purchaser"** shall include the **flat/shop/office/parking space purchaser** or the purchaser of any other premises hereby agreed to sell and the **Promoters/ Builders** also includes singular the word **"Promoter"** or **"Builder"** and the flat purchaser includes plural and feminine gender of the flat purchaser.

AND WHEREAS on demand from purchaser the developer has given the inspection to the purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Developers, Architect, and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations made thereunder.

AND WHEREAS relying upon the said application, declaration and agreement the developers have agreed to sell to the flat Purchasers a Flat at the Price and on the terms and conditions herein after mentioned.

AND WHEREAS the price / consideration of the said flat is agreed to be **Rs._____/- (Rupees _____Only)** excluding the other charges and expenses mentioned in the various other clauses of this Agreement.

AND WHEREAS upon the request of the purchaser the vendors have made a full and true disclosure of the nature of the title of the said land on which the proposed building is being constructed and have also inspected the plans and specification of the said proposed building.

AND WHEREAS the purchaser has seen the site of the building and the work of the construction of the said building being in progress and is satisfied with the quality of the work and has approved the same.

AND WHEREAS the copies of the certificate of title of the said land issued by Advocate Mr. S. N. Pathari of the Developers, the copies of the 7/12 extracts and other relevant documents showing the nature of the title of the said land and the copies of the Plans and Specifications approved by the concerned authority and other relevant documents which are required to be given have been annexed hereto and marked as Annexure 'A', 'B' and 'C' 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 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 C-2,

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure D;

AND WHEREAS the Promoter has 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 purchaser has been informed by the developers, that they have offered to sale all the respective flats and shops in the said building under construction or / to be constructed on the said land to different purchasers and that they have executed Agreement for Sale for some of the flats and with a clear cut understanding to the Purchasers thereof that, the purchasers who are taking the said flats ultimately has to join the rest of the purchasers in forming a Co-operative Housing Society and be a member thereof.

AND WHEREAS under section 13 of the said act the vendors 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.

AND WHEREAS in accordance with the terms and conditions set out in this agreement and as mutually agreed upon by and between the parties the developers agrees to sell to the Purchaser and the Purchaser agrees to purchase / acquire the above mentioned flat.

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 Part stilt, Ground + Twelve upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment 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. _____,** on the _____ **Floor,** which is to have an area of _____ **Sq. Mtrs. Carpet (excluding balcony Area, Cup Board Area, Open Terrace Area etc. admeasuring about _____ Sq. Mtrs.,)** = Total Area admeasuring about _____ **Sq. Mtrs., Carpet** of the said project or society known as **"Panvelkar Evoke Co-operative Housing Society Limited"** as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 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 Second Schedule annexed herewith. (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Garage/Covered Car Parking Space at _____ level basement/podium/stilt/mechanical car parking unit bearing No. _____ admeasuring _____ Sq. Ft. having _____ ft. length x _____ ft. breadth x _____ ft. vertical clearance.

The Allottee has requested the Promoter for allotment of an open car parking space and the Promoter agrees to allot to the Allottee an open car parking space without consideration bearing No. _____ admeasuring _____ Sq. ft. having _____ ft. length x _____ ft. breadth.

(iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking space bearing No ____ situated at _____Basement and/or stilt and /or_____podium being constructed in the layout for the consideration of Rs.__/-.

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

1(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:-

i. Amount of Rs...../- (.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement

ii. Amount of Rs...../- (.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.

iii. Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including stilts of the building or wing in which the said Apartment is located.

iv. Amount of Rs...../- (.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

v. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

vi. Amount of Rs...../- (.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located..

vii. Amount of Rs...../- (.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

viii. Balance Amount of Rs...../- ( ) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, G.S.T., 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 [Apartment/Plot].

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 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.

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 five 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.

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

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 Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the 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 [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the 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 clause1(c) hereinabove.("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 627.09 Sq. Mtrs., only and Promoter has planned to utilize Floor Space Index of 2257.41Sq. Mtrs. 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 2257.41 Sq. Mtrs. as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall be long to Promoter only.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/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.

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1above, 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 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 (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.

6. The Promoter shall give possession of the Apartment to the Allottee on or before **31.12.2028**, If the Promoter fails or neglects to give possession of the 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 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 Apartment on the aforesaid date, if the completion of building in which the 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 [Apartment/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 [Apartment/ Plot] 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.

7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the promoter to the Allottee intimating that the said Apartments are ready for use and occupancy:

7.3 **Failure of Allottee to take Possession of [Apartment/Plot] :** Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the [Apartment/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 [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of *residence/office/show-room/shop/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. It is expressly agreed that, the Promoter are duly bound to give conveyance and form society if 51% of flats are “Booked”. Within three months of 51% booking the project, The Allottee along with other allottee(s)s of Apartments in the building shall join informing 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.

9.1 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 Apartment is situated.

9.2 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.

9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. 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.3.50/- per Sq. Fts. Carpet per month towards the outgoings. The said amount shall be paid by the Purchaser/s to the Developers/Builders in advance for the first 12 months. 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 maybe.

10. The Allottee shall on or before delivery of possession of the said premises shall pay to the Promoter Rs _____ which includes the following :-

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

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

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

(iv) Deposit towards Water, Electric, and other utility and services connection charges

(v) Electrical receiving and Sub Station provided in Layout.

11. 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.

12. 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.

13. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

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

i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

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

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat (Apartment) to the Allottee in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

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

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

ii. Not to store in the Flat (Apartment) any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat (Apartment) is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat (Apartment) is situated, including entrances of the building in which the Flat (Apartment) is situated and in case any damage is caused to the building in which the Flat(Apartment) is situated or the Flat (Apartment) on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Flat (Apartment) and maintain the Flat (Apartment) in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Flat (Apartment) is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Flat(Apartment) or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat (Apartment) or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat (Apartment) is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat (Apartment) is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat (Apartment) without the prior written permission of the Promoter and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat (Apartment) is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat (Apartment) in the compound or any portion of the project land and the building in which the Flat (Apartment) is situated.

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

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat (Apartment) by the Allottee for any purposes other than for purpose for which it is sold.

ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat (Apartment) until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flats/Shops (Apartments) therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Flat (Apartment) in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

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

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

15. 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.

16. 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/Shops (Apartments) 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 (Apartment) 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.

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

After the Promoter executes this Agreement he shall not mortgage or create a charge on the *[Apartment/] 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 [Apartment/plot].

18. **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.

19. **ENTIRE AGREEMENT**

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

20. **RIGHT TO AMEND**

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

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

22. **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.

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

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

24. **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.

25. **PLACE OF EXECUTION**

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

26. 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.

27. All Notices to be served on the Purchaser/Allottee and the Promoters/Developers as contemplated under this agreement shall be deemed to have been duly served if it is sent to the Purchaser/Allottee or the Promoters/Developers by a Registered Post A.D. at his address as mentioned in the Title Clause hereinabove in these presents or sent to the email address of the respective parties provided as follows:

Developers/Promoters: panvelkargroupinfrastructure1@gmail.com
Purchaser/Allottee : _____

It shall be the duty of the Purchaser/Allottee and the Promoters/Developers to inform each other their address or any change in address subsequent to the execution of this Agreement, failing which all communications made at the address mentioned in the Title Clause shall be deemed to have been received by the Promoters/Developers or the Purchaser/Allottee, as the case may be.

28. **JOINT ALLOTTEES**

That in case there are Joint Allottee 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 Allottee.

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

30. **Dispute Resolution**: Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. **GOVERNING LAW**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Civil courts will have the jurisdiction for this Agreement.

-:THE FIRST SCHEDULE ABOVE REFERRED TO:-

ALL THAT PIECE AND PARCEL of land bearing 1) Survey No. 25, Hissa No. 2 (Part), (As per Computerised 7/12 Extract 25/2/16), and Plot No. 5, area 334.45 Sq. Mtrs. and 2) Survey No. 25, Hissa No. 2 (Part) (As per Computerised 7/12 Extract 25/2/17), Plot No.6, area 292.60 Sq. Mtrs. situated at Village Katrap, Taluka Ambernath, District Thane, within the area of Kulgaon-Badlapur Municipal Council and within the Sub-Registration District Ulhasnagar and Registration District Thane, and bounded as follows:

ON OR TOWARDS EAST :Road.

ON OR TOWARDS WEST :Chakrapani Co-operative Housing Society Ltd.

ON OR TOWARDS SOUTH : Road.

ON OR TOWARDS NORTH :Plot No. 7.

-:THE SECOND SCHEDULE ABOVE REFERRED TO:-

ALL THATPIECE OR PARCEL of flat being **Flat No. _____,** on the _____ **Floor,** which is to have an area of _____ **Sq. Mtrs. Carpet (excluding balcony Area, Cup Board Area, Open Terrace Area etc. admeasuring about _____ Sq. Mtrs.,)** = Total Area admeasuring about _____ **Sq. Mtrs., Carpet** of the said project or society known as **"Panvelkar Evoke Co-operative Housing Society Limited"** situated at Village **Katrap,** Taluka Ambernath District Thane, within the local limits of Kulgaon Badlapur Municipal Council.

-:THE THIRD SCHEDULE ABVOE REFFERED TO :-

COMMON AREAS AND FACILITIES/AMENITIES

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

IN WITNESS WHEREOF the parties hereto set and subscribed their respective hands, seal the day and the year hereinabove mentioned

SIGNED, SEALED AND DELIVERED)
By the withinnamed **"THE PROMOTERS/**)
BUILDERS")
M/s. Panvelkar Group Infrastructure)
through its Partner)
Mr. _____) _____
)

SIGNED AND DELIVERED)
By the withinnamed **"PURCHASER/S"**)
1) Mr. _____) _____
)
)
)
)
)
)
2) Mrs. _____) _____
)

Witnesses:

1. _____

2. _____

R E C E I P T

RECEIVED on and from the Purchaser/s above named the sum of **Rs. _____/-** **(Rupees** **_____Only)**being the earnest money and part payment of sale consideration to be paid to us before execution hereof in the following manner :

Sr. No.	**Name of the Bank and Branch**	**Cheque No.**	**Date**	**Amount**
1				
2				
3				
			TOTAL:	

(This Receipt is valid subject to realisation of the above referred cheque/s)

We say Received **Rs. _____/-**
For **M/s. Panvelkar Group Infrastructure**

Partner

W I T N E S S E S:

1……

2……

ANNEXURE
LIST OF AMENITIES

1) 2 X 2 Good Quality Flooring in all Rooms with matching skirting.

2) Full Tiles in Bathrooms and W.C.

3) Granite top Kitchen Platform with S.S. Sink.

4) Glazed Tiles in Kitchen Ceiling Level.

5) Granite Frame for W.C. & Bath Doors & all Windows.

6) Aluminum Sliding Windows.

7) Concealed wiring with attractive switches.

8) Quality Factory made main Door with Wooden Frame & Good Quality Flushed Doors.

9) Concealed Plumbing, Quality Sanitary Ware & Fittings.

10) All Exterior Walls finished Paint and Internal Wall with Distemper Paint.

11) All Rooms paint by good distemper paint.

12) Reputed make lift with Power Back-up.