AGREEEMNT FOR SALE

Flat ……

Bldg. Known as "Riddi Siddhi"

Plot from field Survey No.59/1 situated at Gondeshwar Jah, converted into NA as per order passed in Revenue case number NAP34/GondeshwarJah./22/2013-2104 dated 16 Jun 2014 within the municipal limits of Municipal Council Washim and also within the limit of Sub Registrar Office, Washim

Document	**: Riddi Siddhi/Tecton/Agreement for Sale/2017**
Building Consists	**: Ground + 4 Floor**
RERA Registration number	**:**
Carpet Area in SQ.Fts	**:**
Sale Price	**: Rs.**
Stamp Duty	**: Rs.**
Registration Fee	**: Rs.**

This Agreement is made and entered into at WASHIM, on this 19TH day of June , 2017 BETWEEN **M/S. Tecton Builders and Developers Private Limited** , (Pan No **AAECT7069D**) is a Company duly incorporated under the provisions of Companies Act, 1956, through its Director **Mr. VIVEK SUKHANAD PATNI,** having address at **R-115, 11th Floor, W:C P:210, C Wing, Mittal Tower, Barrister Rajani Patel Marg, Nariman Point, Mumbai 400021**, hereinafter referred to as "**Promoter**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in title and/or its permitted assigns) of the **ONE PART.**

AND

Mr**. ……..** Having PAN NO. **……..**and **……** Having PAN No. **……..** Adult/s presently residing At **……..**, Hereinafter called **The Allottee (**which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/their heirs, executors, administrators and assigns) of the **Other Part.**

Collectively One Part and Other Part are hereinafter referred to as parties.

And whereas the parties relying on the confirmations, representations and assurance 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 under section 12 of RERA act the **Promoter** is required to execute a written agreement for sale of apartment with the **Allottee** being in fact these presents and also to register this agreement under the registration act 1908 and in accordance with the terms and conditions set out in this agreement and as mutually agreed upon by and between the parties.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. **Definition:**
   - **1.1. Terminology as required by RERA**
     - 1.1.1. **Project:** Residential building named **"RiddiSiddhi"** consisting ground plus 4 floors planned to be constructed at **Field Survey No.59/1 situated at Gondeshwar Jah, Washim, admeasuring about 16076.29 Sqmtr i.e. 173045.18 Sqft** which is

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approved for construction by Washim Municipal Council vide CC No. 639/2015,2870/2015 & 776/2017 and RERA vide registration number_____

1.1.2. **Project Plot / Land: Field Survey No.59/1 situated at Gondeshwar Jah, Washim, admeasuring about 16076.29 Sqmtr i.e. 173045.18 Sqft(hereinafter referred to as "Said Plot"**)

1.1.3. **Promoter: M/S. Tecton Builders and Developers Private Limited** , (Pan No AAECT7069D) is a Company duly incorporated under the provisions of Companies Act, 1956, through its Director **Mr. Rajnesh Abhyachand Jain,** having address at **R-115, 11th Floor, W:C P:210, C Wing, Mittal Tower, Barrister Rajani Patel Marg, Nariman Point, Mumbai 400021**

1.1.4. **Allottee:**

1.1.5. **Project layout: Promoter** have prepared building plans by proposing a layout of building consisting of Ground plus 4 upper **hereinafter referred to as the Project Layout)**

1.1.6. **Architect: Promoter** has appointed architect and has entered into stranded agreement with architect as per the agreement prescribed by the council of architect for the said project.

1.1.7. **Structural Engineer: Promoter** has appointed structural engineers and has entered into stranded agreement with structural engineer for the said project.

1.1.8. **Sanction Project Plan:**Project plan prepared by architect is submitted and approved by Corporation and RERA as per the enclosed commencement certificate and certificate of registration.

1.1.9. **Said Flat: Flat No. ……** on the **……** in the Building known as **"RiddiSiddhi"** admeasuring about ……. **sq. ft.Carpet Area**

1.1.10. **Carpet Area:** As per section 2k of RERA act, Carpet Area of project flat being sold is ……. square feet. Carpet area means the net usable floor area of and apartment excluding the area covered by external walls, areas under service shafts, exclusive balcony apartment to the said apartment for exclusive use of the **Allottee** or verandah area and exclusive open terrace area apartment to the said apartment for exclusive use of the **Allottee**, but includes the are covered by the internal partition walls of the apartment.

1.1.11. **Common Utility Area:** In accordance to MOFA act common utility areas and amenities and facilities for the said project is _____ square meters. Common utility area for the said project as per project layout is the areas, amenities and facilities intended for common use of apartment owners in a layout and includes open park, recreational ground, playground, open space, path, pathway, alleyway or garden located outside the area of any building or buildings, street lights, securities, water and electric supply, sewerage, drainage, public works, water tanks, other utilities and services, and the like, provided or to be provided by the **Promoter** within the layout but shall not include parking spaces or garages.

1.1.12. **Sanction FSI:** The **Promoter** hereby declares that the floor space index available as on date in respect of the project land is 14468.66 square meters

1.1.13. **Utilized FSI or Plan to utilize FSI: Promoter** hereby declares to utilize floor space index of 18809.25 Sqmtr by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in Development Control Regulation or based on expectation of increase FSI which may be available in future on modification to Development control regulation which are applicable to the said project. The **Promoter** has disclosed the floor space index of 18809.25 Sqmtr as proposed to be utilized by

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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 **Promoter** by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to **Promoter** only.

1.1.14. **Separate back account: Promoter** has open separate bank account with **BANK OF MAHARASHTRA**, bearing account number **60287284248** and PAN Card number **AAECT7069D**. All payment received from **Allottee** will be deposited in this account and for the purpose of withdrawing amount from time to time in order to cover the cost of project **Promoter** will comply with required of section 4(2)(I) of RERA.

1.1.15. **Chartered Accountant: Promoter** has appointed as chartered accounted for managing finance and cash flow of the project and certify withdrawal of project funds from separate bank account for the said project.

1.1.16. **MCLR of State Bank of India:** The MCLR is a tenor linked internal benchmark (tenor means the amount of time left for the repayment of a loan) setup by state bank of India. State Bank of India will review and publish their MCLR of different maturities, every month, on a pre-announced date.

1.2. **Corporation:** Washim Municipal Council established under Act herein after referred as Corporation.

1.3. **Governing laws for this agreement:** that the rights and obligation of the parties under or arising out of this agreement shall be constructed 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. This agreement shall always be subject to the provision contained in the Maharashtra Ownership Flat Acts, Maharashtra Ownership Flat Act rules and following acts as amended to date or any other provision of law applicable thereto.

1.3.1. Maharashtra Regional & Town planning Act 1996 hereinafter referred as **Said Act**.

1.3.2. Transfer of Property Act

1.3.3. RERA: The Real Estate (Regulation and Development) Act 2016

1.3.4. Indian Contract Act

1.3.5. Arbitration Act

1.3.6. Registration Act

1.3.7. Indian Stamp Act

1.3.8. Affidavit Act

2. Title of the caption property

2.1. Ancestor property and inheritance:

2.1.1. Originally one **Mr. Madhav Narayan Dhavale** owned and possessed the Agricultural land lying and situated at Survey No.59 admeasuring 14 H 81 R at Rs.24.75 share at Village Gondeshwar, Taluka Jah, Dist. Washim which is situated at within Washim Municipal Council. That as per revenue record and 7/12 extract the land admeasuring 08 H 16R was given the new field Survey No.59/1 and land admeasuring 06 H 44 R was given the new filed Survey No.59/2 under **Mutation entry No.177** dated **15.9.1987**, (hereinafter referred to as the **Said Property**)

2.1.2. That original Owner **Mr. Madhav N. Dhavale** during his lifetime made partition of the land in the year 1987 in between himself, his sons and his grandsons viz. **(a) Mr. VasantraoMadhavDhavale**, the land admeasuring 02 H 41 R from Field Survey No.59/1 under **Mutation Entry No.183** dated **15.9.1987**. **(b) Mr. SureshraoMadhavDhavale** the land admeasuring 03 H 27 R from Field Survey No.59/1, under **Mutation Entry No.184** dated **15.9.1987.(c) Mr. VaibhavVasantraoDhavale** and **Mr. VikramVasantraoDhavale**, the land admeasuring 02 H 48 R from Field Survey No.59/1 under **Mutation Entry No.185** dated **15.9.1987** was recorded in Revenue Record.

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2.2. Sale of Land and conversion of Agriculture land into non-agriculture land:

2.2.1. The said **Mr. VasantraoMadhavraoDhavale** had sold the land admeasuring 00H 80R from Field Survey No.59/1 under **Mutation Entry No.263** dated **18.6.1990** to **Smt. Sushilabai W/o. BoudulaljiLahoti** by registered Sale Deed duly registered with the Sub-Registrar Washim at **Sl.No.2833 dt. 7.7.1990** for consideration mentioned therein.

2.2.2. That the said **Mr. VasantraoMadhavraoDhavale** had sold the land admeasuring 00H 81R from Field Survey No.59/1 under **Mutation Entry No.300** dated **10.10.1991** to **Mr. LaxmanraoMarutiPadghan** by registered Sale Deed duly registered with the Sub-Registrar Washim at **Sl.No.1750 dt. 30.4.1991** for consideration mentioned therein.

2.2.3. That said **Smt.SushilabaiBodulaljiLahoti** was died on **8.5.2003**. After herdeath the said land was transferred in the name of **(a) Mr. Sureshchandra B. Lahoti, (b) Mr. Kamlakishore B. Lahoti (c) Mr. Rameshchandra B. Lahoti (d) Mr. Dilpchand B. Lahoti (e) Mr. Rajkumar B. Lahoti (f) Smt. ChayyadeviShrikisanPorwal**, her legal heirs and representatives under **Mutation Entry No.1904** dated **5.8.2005.**

2.2.4. That **(a) Mr. Sureshchandra B. Lahoti, (b) Mr. Kamlakishore B. Lahoti (c) Mr. Rameshchandra B. Lahoti (d) Mr. Dilpchand B. Lahoti (e) Mr. Rajkumar B. Lahoti (f) Smt. RekhadeviSatyanaryanMandhane (g) Smt. KalpanadeviUmeshkumarjiRathi and (h) Smt. ChayyadeviShrikisanPorwal**, was the owner of Agricultural Land New Field Survey No.59/1, area **admeasuring 8100 sq.mtrs** and **Mr. LaxmanraoMarutiPadghan**, was the owner of Agricultural Land New Field Survey No.59/1, area **admeasuring 8100 sq.mtrs**. All collectively applied to the Collector Washim for conversion of Agricultural land to non-Agricultural residential use. That the Additional Collector Washim granted permission for conversion of land **admeasuring 1600 sq.mtrs** for non- agricultural residential purpose and passed order dated **16.6.2014** in revenue **Case No.NAP-34/Gondeshwar Jah/22/2013-14**

2.3. Purchase of said plot by Sale of plot by **M/s. Tecton Builders & Developers Pvt. Ltd:**

2.3.1. That **Mr. LaxmanMarotiPadghan** sold the land **admeasuring 8100 sq.mtrs** under registered Sale Deed **Sl.No.3178/2014** dated **19.9.2014** to **M/s. Tecton Builders & Developers Pvt. Ltd**through its Director **Mr. Rajnesh Abhaychand Jain** under **Mutation Entry No.4204** dated **15.1.2015**

2.3.2. That **(a) Mr. Sureshchandra B. Lahoti, (b) Mr. Kamlakishore B. Lahoti (c) Mr. Rameshchandra B. Lahoti (d) Mr. Dilpchand B. Lahoti (e) Mr. Rajkumar B. Lahoti (f) Smt. RekhadeviSatyanaryanMandhane (g) Smt. KalpanadeviUmeshkumarjiRathi and (h) Smt. ChayyadeviShrikisanPorwal,** sold the land **admeasuring about 8000 sq.mtrs** under registered **Sale Deed Sl.No.61/2015** dated **6.1.2015** to **M/s. Tecton Builders & Developers Pvt. Ltd.** through hisDirector **Mr. Rajnesh Abhaychand Jain** under **Mutation Entry No.4205** dated **15.1.2015.**

2.3.3. The **M/s. Tecton Builders & Developers Pvt. Ltd**, is a private limited company duly registered with the Registrar of Companies under **Regn. No. U4520MH2013PTC246098 dated 24.7.2013** having office at **R-115, F-11th, W.C P:210 C Wing, Mittal Tower, Barrister Rajani Patel Marg, Nariman Point, Mumbai 400 021** (hereinafter referred to as the **Promoter**for the sake of brevity). That themain object of company is to establish and carry on the business in India or elsewhere to acquire, promote, own, commercialize construct, develop, purchase, sell, resell, rent out, lease out, the land building, properties and other infrastructure and to promote Infrastructure Development Activities and Construction Activities.

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That as per MCA **Mr. Rajnesh Abhaychand Jain, Mr. Pankaj RajkumarYambal and Mr. RohitRajkumarYamble** the Directors of the Company.

2.4. That **M/s. Tecton Builders & Developers Pvt. Ltd** through his Director **Mr. Rajnesh Abhaychand Jain** applied the **Washim Municipal Council** (WMC) to grant permission for construction of Apartment building consisting of Ground plus fourth floor as per sanctioned map upto plinth level on the **Plot from Field Survey No.59/1 situated at Gondeshwar Jah, Washim, admeasuring about 16076.29 Sqmtr i.e. 173045.18 Sqft** area as bounded in the **Schedule-1** hereunder (hereinafter referred to as the **Said Plot**)

2.5. The Washim Municipal Council granted permission on the aforesaid plot in the name of Promoter i.e. **M/s. Tecton Builders & Developers Pvt. Ltd** under Letter vide **No.639/2015 dated 29.5.2015 and 2870/2015 & 776/2017**

2.6. That as per the resolution passed by the board of directors of the company **Mr. VIVEK SUKHANAND PATNI** is authorized person on behalf of Company and given right to the Director

2.6.1. To purchase, sale any immoveable property in form of land, plots, flats, shops, warehouse

2.6.2. To perform monetary transaction for purchase or sale of immoveable property.

2.6.3. To act as authorized signatory and execute all types of documents required for companies business i.e. Agreement, Deeds, Agreement for Sale, Sale Deed, Conveyance Deed, Allotment letter on behalf of company and to present the same before the Sub-Registrar

2.6.4. To represent the company to all applicable regulatory or government authority for the purpose of sale and register the flat, shop constructed on the said plot.

2.6.5. To file the income tax return and to sing the balance sheet.

2.6.6. To apply the banks, non-financial banking financial company or financial institutions to borrow money or to avail loan facility on behalf of company.

2.7. In the circumstances, the Promoter are entitled to develop the said plot by constructing buildings, apartments as per the building plans that shall be sanctioned.

2.8. The Promoter through their Architect and have prepared building plans by proposing a layout of building consisting of Ground plus 4 upper floors (hereinafter referred to as the **Said Layout**). The Promoter have submitted to WMC and other authorities the said building plans, specification and designs for the said plot. WMC has sanctioned the building plans, specifications and designs submitted by the Promoter and granted the Commencement Certificate and Development permission vide letter No: **No.639/2015 dated 29.5.2015 and 2870/2015 & 776/2017**

2.9. The Promoter have now commenced the construction of the building on the said plot in accordance with sanctioned plans. The Promoter are desirous of selling Flats in the proposed building (which is intended to be names as "**RIDDHI-SIDDHI**" Phase -1.

2.10. In the circumstances, the **Promoter** are entitled to develop the said Plot by constructing building as per the building plans that shall be sanctioned.

2.11. **Promoter** hereby declare and confirm that there are no litigation on project land.

2.12. **Promoter** hereby declare confirm that there is no encumbrances on the project plot.

2.13. **Promoter** has perform search on project land. Search report dated **30/05/2015** confirms that there are no litigation, lien, encumbrances on project land.

2.14. The **Report on Title** issued by **Advocate** has been seen and inspected by the **Allottee**. The **Allottee** has also prior to the execution of this Agreement satisfied himself about the right and title of the **Promoter** to the said Plot, their right to develop the said Plot and to construct the said proposed building on the said Plot more particularly described in the Second Schedule herein under written.

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2.15. Vide section 55 (1) (a) of Transfer of Property Act 1882, **Promoter** has provided marketable title which is without any material defect in the property or in the title and has rights to sell the said flat. Additionally vide section 55 (1) (b) of Transfer of Property Act 1882, **Promoter**has produce not only the documents of but also those which are in his power to produce in compliance to the provisions of Transfer of property Act 1882, The **Promoter** have provided following documents as per para 6 for inspection, verification and personal records of **Allottee**as required by Real Estate (Regulation and Development) Act 2016 and same are satisfactory to **Allottee** for title of the said property: Copies of following documents are annexed herein

3. Project Details:

3.1. **Promoter**are desirous to develop project plot by constructing building (as defined in section 1.1.1) as per project layout.

3.2. And whereas the **Promoter** have submitted project layout to Corporation and other authorities for permission to construct building named **Riddhi-Siddhi** at the said Project Plot.

3.3. Corporation has sanctioned the building plans, specifications and designsvide **Commencement Certificate** and **Development Permission Letter No. No.639/2015 dated 29.5.2015 and 2870/2015 & 776/2017 Dated 17/06/2017.**

3.4. And whereas the **Promoter** has appointed an architect and structural engineer for the preparation of the structural design and drawings of the building and the **Promoter** accepts the professional supervision of the architect and structural engineer till the completion of the building.

3.5. And whereas the **Promoter** has registered the **Said Project** with **RERA Authority** as per **Real Estate (Regulations and Development) Act 2016**. **RERA authority** has granted registration of the **Said Project** vide registration number _____

3.6. And whereas the **Promoter** are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove and has commenced the construction of the building (number of building, flat, basement, parking area, floors) on the said Plot in accordance with sanction plans. The **Promoter** are desirous of selling **Flats** in the proposed building (which is intended to be named as **"RiddiSiddhi"**)

4. Proposal (as per Indian Contract Act):

4.1. And whereas the **Allottee** had approached to the **Promoter** expressing their wish and desire to purchase the said flat No_.....admeasuring carpet area of …… sq. mt. in building known as **"RiddiSiddhi"** under **Letter of Proposal** dated **……..**

4.2. **Allottee** also confirm that neither **Promoter**/s nor his agents or employee have used any enticing methods of advertisement which can misguide me to take correct decision during purchase of flat and have provide the true copies of all relevant documents for the said flat and thereby have complied to all requirement of **Real Estate (Regulation and Development) Act 2016**

5. Acceptance (as per Indian Contract Act) by and between the parties: And whereas the **Promoter** had accepted the proposal from **Allottee** and agreed to sale said **Flat No ……..** in building known as **"RiddiSiddhi"** under **letter of allotment** dated **…….** as per terms and conditions.

5.1. And whereas the **Promoter** has got some of the approval from the concerned local authority to the plans, the specification, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time to obtain building completion certificate or occupancy certificate of the said building.

6. Inspection and verification of title documents by Allottee: And whereas on demand from the **Allottee**, the **Promoter** has given inspection to the **Allottee** of all the project documents of title relating to the project land and the plans, designs and specifications prepared by the **Promoter**'s

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architect and the such other documents as are specified under RERA And whereas the **Allottee** by virtue of having executed this Agreement is deemed to have accepted the title of the **Promoter** to the said plot as clear and marketable and free all encumbrances and no further requisition or objection shall be raised upon it in any manner relating thereto. Same is confirmed by **Allottee** under provision of **Transfer of Property Act section 55(1)(a) and 55(2).** Documents produced and shared by **Promoter** for inspection of title prior the sale of said flat.

6.1. True copy of **Mutation Entry No.177** dated **15.9.1987** from field survey No.59/1 and 59/2 was give the Original Owner.

6.2. True copy of **Mutation Entry No.183, 184, 185** dated **15.9.1987** from field survey No.59/1 was given by **Mr. Vasantrao M. Dhavale&Ors.**, the legal heirs of deceased **Mr. Madhav Narayan Dhavale** the original owner.

6.3. True copy of **Mutation Entry No.263** dated **18.7.1990** from field survey No.59/1 was given by **Smt. Sushilabai W/o. BodulaljiLahoti**and copy of registered Sale Deed **Sl.No.2833 dated 7.7.1990.**

6.4. True copy of **Mutation Entry No.300 dated 10.10.1991** from field survey No.59/1 was given by **Mr. LaxmanraoMarutiPadghan** and copy of registered **Sale Deed Sl.No.1750 dated 10.10.1991.**

6.5. True copy of Mutation Entry No.1904 dated 5.8.2005 from field survey No.59/1 was given by **Mr. Sureshchandra B. Lahoti and Ors.,** asa Legal heirs of **Smt. Sushilabai B. Lahoti**and copy of registered **Sale Deed Sl.No.1904 dated 5.8.2005.**

6.6. Copy of order dated **16.6.2014** in revenue **Case No.NAP-34/Gondeshwar Jah/22/2013-14** passed by the Additional Collector Washim granted permission for conversion of land admeasuring 1600 sq.mtrs. for non- agricultural residential purpose.

6.7. True copy of **Mutation Entry No.4204 dated 15.1.2015** from field survey No.59/1 was given by **Mr. Laxman M. Padghan** and copy of registered **Sale Deed Sl.No.3178/2014 dated 19.9.2014.**

6.8. True copy of **Mutation Entry No.4205 dated 15.1.2015** from field survey No.59/1 was given by **Mr. Sureshchandra B. Lahoti and Ors.,** to **M/s. Tecton Builders and Developers Private Limited** and copy of registered **Sale Deed Sl.No.61/2015 dated 6.1.2015.**

6.9. True copy of permission letter dated **29.5.2015** given by Washim Municipal Council for construction of apartments, buildings consisting as per sanction map upto plinth level.

6.10. Copy of public notice issued by Promoter dated **11/09/2014**

6.11. Commencement certificate issued by WCM

6.12. Search Report dated **30/05/2015** Issued by Mr. **Gaurav Vinod Biyani**.

6.13. Certificate of the title of the said plot issued by Advocates of the Promoter

6.14. Copy of project registration certificate issued by RERA vide registration number _____

6.15. Certificate of the title of the said plot issued by Advocates of the Promoter.

6.16. Authenticated copied of certificate of title issued by advocate of the **Promoter** as per annexure A of this agreement.

6.17. Authenticated copies of property card or extract of village forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the **Promoter** to the project land on which the apartment are constructed or are to be constructed have been annexed hereto and marked B

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6.18. Authenticated copies of the plans of the layout as approved by the concerned local authority have been annexed hereto and marked and annexure C-1

6.19. And whereas the authenticated copied of the plans of the layout as proposed by the **Promoter** and according to which the construction of the building and open spaces and proposed to be provided for and the said project have been annexed hereto and marked as Annexure C-2

6.20. And whereas the authenticated copies of the plans and specification 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

6.21. Original **Letter of Proposal submitted by Allottee** dated **……**

6.22. Original **letter of allotment** issued by **Promoter** to **Allottee** dated **……** as per terms and conditions

6.23. The **Allottee** have prior to the execution of this Agreement satisfied themselves about the title of the **Promoter** to the said Plot described in the Schedule hereunder written and the **Allottee** shall not be entitled to further investigate the title of the Owner and no requisitions or objections shall be raised on any matter relating thereto since the **Promoter** have guaranteed that the title of the said Plot is clear and the **Promoter** hereby agrees to sell and the **Allottee** hereby agrees to purchase the (apartment / plot) and the garage / covered parking (if applicable)

7. Consideration (as per Indian Contract Act):

7.1. On satisfying himself about the plans and other terms and conditions including the Title, the **Allottee** hereby agree to purchase **Flat No. ……** on the …… **Floor** as shown in the floor plans thereof hereto annexed and marked annexure C-1, and C-2 in the Building known as **"Riddhi-Siddhi"** admeasuring about …… **sq. ft. Carpet Area** for a total consideration (excluding of all taxes, applicable expenses, charges levied by Corporation or Central Government or State government or Local authority) of **Rs. ……../- (Rupees ……..)** (hereinafter referred to as the said **Flat**) at Rs. **……** / sq. feet. Consideration amount is inclusive of development charges of **Promoter** and proportionate price of the common areas and facilities apartment to the premises, the nature, extent and description of the common utility areas and facilities which are more particular described in the second schedule annexed herewith. **Allottee** has considered to pay complete consideration amount in single installment and by this **Promoter** has offer discount of ___ % to **Allottee**and hence total payable consideration amount is Rs. _____ minus Rs. _____ i.e. Rs. _____. / Out of total consideration, this shall be paid by the **Allottee** to the **Promoter** as per the following schedule manner:

Part 1 – Consideration amount of flat			
Sr. No	**Schedule of Payment**	**Total Rs.**	**% of Total Consideration**
a)	On booking as earnest money and issue of letter of allotment		10%
b)	On execution of agreement		20%
c)	On Completion of Plinth		15%
d)	On Completion of Slabs		25%
e)	On Commencement of walls, Internal Plaster, flooring doors and windows		5%
f)	On Completion of sanitary fitting, staircases, lifts wells, lobbies upto the floor level		5%

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g)	On Completion of external plumbing and external plaster, elevation, terraces with waterproofing, of the building		5%
h)	On Completion of lifts, water pumps, electrical fittings, mechanical and environment requirements, entrance lobby/s, plinth, protection, paving of areas appertain and all other requirements		10%
i)	At the Time of Possession		5%
	Consideration amount of flat	**Rs.**	**100%**
j)	To maintain amount towards development charges	Nil	Refundable
k)	Covered Car parking	Nil	Refundable
	Consideration amount of flat plus development charges and covered Car Parking charges	**Rs.**	

Part 2 - Additional amount and deposit to be paid by Allottee at the time of booking of flat			
Sr. No	**Schedule of Payment**		**Refundable on termination**
a)	Legal charges	**Nil**	Non-refundable
b)	Registration charges	**As applicable**	Non-refundable
c)	Legal cost, charges and expenses including professional costs of advocate for 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	**Rs. 15000/-**	Non-Refundable
d)	Taxes	To be paid by alllottee to promoter on actuals	Non-refundable
e)	Share money, application entrance fee of the society or limited company / federation / apex body	Rs. 1000/-	Non-refundable
f)	Proportionate share of taxes and other charges / levies in respect of the society or limited company / federation / apex body	As applicable and on actuals	Non-refundable
g)	Deposit towards provisional monthly contribution towards outgoings of society or limited company/federation/apex body		Non-refundable
h)	**Allottee's** 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.	To be paid by alllottee to promoter on actuals	Non-Refundable
i)	**Allottee's** 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 favor of apex body or federation.	To be paid by alllottee to promoter on actuals	Non-Refundable
j)	Share of insurance premium to keep the building	Rs.	Non-

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Part 2 - Additional amount and deposit to be paid by Allottee at the time of booking of flat			
Sr. No	**Schedule of Payment**		**Refundable on termination**
	insured against loss or damage by fire, earthquake or any other natural calamities		Refundable
	Total additional amount	**Rs.**	
	Total Consideration amount (Part 1 + Part 2)	**Rs.**	

7.2. The carpet area of **Flat no ……** having an agreement value of **Rs. ……../-** situated on **……..** floor**,** in building name **"RIDDHI-SIDDHI Phae-1)** under **clause 2(k)** of the **Real Estate (Regulation and Development) Act 2016,**is **……. sq. mts.** and additional ancillary "non-chargeable" areas which are appurtenant to the net useable area of the apartment and as approved vide the commencement certificate (copy attached along herewith vide annexure issued by Corporation admeasure as follow:

7.2.1. Exclusive enclosed balcony having area …….. sq. mts

7.2.2. Exclusive cupboard having area ____ sq. mts.

7.3. The total price above excludes taxes (consisting of tax paid or payable by the **Promoter** by way of value added tax, service tax, or Goods and Services Tax 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). **Allottee** hereby agrees to pay all applicable taxes for the said flat to **Promoter** or to applicable authority (as the case may be) as per the demand and within stipulated timeframe as mentioned in demand letter or notification.

7.4. The total price is escalation free, save and except escalation/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 bodes / 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 along with the demand letter being issued to the **Allottee**, which shall only be applicable on sub sequent payments

7.5. 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 per cent. Any variation (positive or negative) upto 3% of total carpet area will in not be liable to additional payment by **Allottee** or refund by **Promoter**. For variation of more than 3% of total carpet area, the total price payable or refundable for the final carpet area shall be recalculated upon confirmation by the **Promoter** and shall be paid by **Allottee** or refunded by **Promoter** within 45 days as applicable.

7.6. The **Allottee** authorizes the **Promoter** to adjust/appropriate all payment made by him/her under 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 payment in any manner.

7.7. **Payee details:**

Payee Name:
Payee Bank:
Account Type:
Payee Pan Card Details:

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Payee GST Number:
Payee Bank Account number:
IFSC Code for NEFT or RTGS transfer:
Payee Address:

7.8. **Mode of payment:** The payment of all the above installments/payment will be accepted by only Cheque / Demand Draft / Pay Order / NEFT or RTGS transaction as per the schedule mentioned hereinabove.

7.9. The **Promoter** shall give a written notice to the **Allottee** intimating about installment amount payable to the **Promoter** in accordance with the payment schedule mentioned hereinabove. **Allottee** hereby agrees to pay installment amount within 30 days from the date of receipt of intimation letter from **Promoter** accordingly. The **Allottee** will not hold the **Promoter** responsible for delay in postal service or delay in receipt or non receipt of the said letter. In the event of the **Promoter** do not receive any of the installments for any reason whatsoever within the stipulated due dates, the **Allottee** shall be liable to pay the delay payment charges at the rate of effective MCLR of State Bank of India plus 2% until the payment of installment as per intimation letter.

7.10. In respect of any amount liable to be paid by the **Allottee** to the **Promoter** under or virtue of this Agreement the **Promoter** shall have a first lien and charge on the said premises so long as the same shall remain unpaid.

8. Investment condition: This property is being purchase by the **Allottee** for Investment and will be sold within one year from the date of this agreement. In respect of as amendment Bombay Stamp Act 1958 article 5 (ga) (ii) of this Stamp Act hence for deed of agreement it stand in accordance with article 5 (ga) (ii) of Schedule 1 (section 3) of the Bombay Stamp Act 1958

9. Ingredients of sale:

9.1. 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 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** fails to execute and deliver to the 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 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.

9.2. A deed of sale is popularly called as deed of conveyance. Thus word “Convey” as per section 5 of Transfer of Property Act 1882, has wider meaning and in common parlance, “conveyance” has become synonymous with “sale”. So this deed of sale will also be known as “Deed of Conveyance” subject to prevailing and implementation of all conditions of this agreement by the **Allottee**, it will be **sale deed**.

10. Timeline of project:

10.1. Promoter hereby agrees to complete project *“RIDDHI-SIDDHI” Phase-1* as per below schedule.

Sr. No	Project Timeline	Estimated time of completion
a)	Project Plan approval and RERA registration	30 July 2017
b)	Completion of Plinth	Completed
c)	Completion of Slabs	Completed
d)	Commencement of walls, Internal Plaster, flooring doors and windows	01/04/2018

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Sr. No	Project Timeline	Estimated time of completion
e)	Completion of sanitary fitting, staircases, lifts wells, lobbies upto the floor level	01/09/2018
f)	Completion of external plumbing and external plaster, elevation, terraces with waterproofing, of the building	01/10/2018
g)	Completion of lifts, water pumps, electrical fittings, electo, mechanical and environment requirements, entrance lobby/s, plinth, protection, paving of areas appertain and all other requirements	31/12/2018
h)	Possession of flat	31/12/2022

10.2. **Project delay: Promoter** hereby agrees to perform his due diligence to deliver the said flat as per above timelines. However, **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 situated is delayed because of occurrence of any one or more of the following events which constraints **Promoter** to perform this contract as per section 56 of Indian Contract Act.

10.2.1. Any notice, order, rule, notification of government and/or other public or competent authority or court.

10.2.2. Delay in obtaining approval for the said project from government authorities.

10.2.3. Delay in receipt of payment from **Allottee** or other **Allottee** (**Allottee** who has purchased other flats in the said project) resulting in unavailability of sufficient funds required to complete construction of said project.

10.2.4. Economic Inflation or escalation of raw material cost resulting in revision of consideration amount of flats in the said project. In such event **Allottee** may choose to withdraw from the project or execute agreement for revision in consideration amount of said flat.

10.2.5. Non-availability of steel or cement or other building raw materials etc.

10.2.6. On account of labor trouble, union strike, or non availability of resource

10.2.7. Force of other reasons which are beyond control of **Promoter**

10.2.8. Force Marjorie

10.2.9. War, Civil commotion or Act of God

11. Variation and Modification:

11.1. **Promoter** hereby agrees to develop and complete the project in accordance with sanctioned plan, layout plans and specification approved by competent authorities.

11.2. Minor addition or alterations: **Allottee** hereby agrees that **Promoter** would not require his/her written consent to minor addition or alteration required due to architectural and structural reasons dully recommended and verified by authorized architect or engineer. This minor addition or alteration excludes structural change including an addition of area or change in height or removal of part of building or any change to the structure such as the construction or removal or cutting into any wall or part of wall, partition, column, beam, joist, floor including mezzanine floor or other support or change to or closing of any required means of access ingress or egress or change to the fixture or equipment etc.

12. The Promoter hereby agree/s, record/s and confirm/s for themselves and hereby covenant with the Allottee as follows:

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12.1. The **Promoter** shall construct the said building /s consisting of ground plus 4 upper floors on the project land in accordance with the plans, designs and specification as approved by the concerned local authority from time to time.

12.2. **Promoter** shall have to obtain prior consent in writing of the **Allottee** in respect of variation or modifications as describe hereinabove 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.

12.3. **Promoter** hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restriction 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 certificate in respect of the apartment.

12.4. Time is essence for the **Promoter** as well as the **Allottee**. The **Promoter** shall abide by the time schedule as mentioned above for completing the project and handing over the [Apartment/Plot] to the **Allottee** and the common areas to the association/society of the **Allottee** after receiving the occupancy certificate or the completion certificate or both, as the case may be.

12.5. 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 per effective MCLR of State Bank of India **plus 2% for the duration of delay as per timeline mentioned herein above**, on all the amounts paid by the **Allottee**, for every month of delay, till the handing over of possession.

12.6. The **Promoter** shall give possession of the apartment to the **Allottee**as per the timeline mentioned in para 10 of this agreement. If the **Promoter** fails or neglects to give possession of the apartment to the **Allottee** by the aforesaid date then the **Promoter** shall be liable to demand to refund to the **Allottee** the amounts already received by him in respect of the apartment with interest at the rate as per**effective** MCLR of State Bank of India **plus 2%** from the date the **Promoter** received the sum till the date the amounts and interest thereon is repaid. However,**Promoter** shall be entitled to reasonable extension of time for giving delivery of apartment on the aforesaid date as per details mentioned in para 10 of this agreement.

12.7. Under normal conditions construct a building on the said plot in accordance with the said plans and specifications approved and sanctioned by the Corporation

12.8. **Promoter** shall themselves look after the maintenance of the said plot and building/s until the registration of legal entity (housing society or association of flat owners or limited company) and handover of building to legal entity and utilize the fix deposit provided by **Allottee** and mentioned herein towards expenses on this account.Subject to the provisions of section 6 of the said Act, on such conveyance/assignment of lease being executed, the aforesaid deposits (less deductions provided for in this Agreement) shall be transferred to the Society or association or the Limited Company, as the case may be.

12.9. **Outgoings:** Vide section 55 (1) (g) of Transfer of Property Act, **Promoter** agrees to pay all outgoings upto the date of completion of sale and thereafter **Allottee** will pay all outgoings charges for the said flat.

12.10. **Promoter shall provide** the fixtures and fittings which regards to the flooring and sanitary fittings and amenities in the said building and the apartment as per the Annexure 'E' annexed hereto.

12.11. **Possession:**

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12.11.1. **Promoter** shall inform the **Allottee**in writing that the premise is ready for use and occupation

12.11.2. The **Promoter**shall give the possession of the said **Flat** to the **Allottee**as per timelines mentioned in para 10 of this agreement and after the said Building is ready for use and the building completion or occupation certificate shall have been obtained from the Corporation or other relevant authority or body or public authority and **Allottee** before taking possession shall satisfy himself/herself about all fitting and fixtures inspected by him/her (nothing will be accepted after possession).

12.11.3. 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 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 provision, formalities, documentation on part of the **Promoter**. The **Allottee** agree(s) to pay the maintenance charges as determined by the **Promoter** or association of **Allottee**, 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.

12.11.4. If within a period of 5 years from the date of handing over the apartment to the **Allottee**, the **Allottee** brings to the notice of **Promoter** any structural defect in the apartment or the building in which the apartment are situated or any defects 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 entitles to receive from **Promoter**, compensation from such defect in the manner provided under the act.

12.12. Notwithstanding anything contained in this Agreement or in this clause the **Promoter s** shall not incur any liability if the **Promoter** is unable to deliver possession of the said **Flat** due to reasons mentioned hereinabove in para 10 of any other reasons beyond the control of the **Promoter** and/or force majeure.

12.13. Representation and warranties of the **Promoter**

12.13.1. 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 to 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.

12.13.2. 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.

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

12.13.4. There are no litigation pending before any court of law with respect to the project land or project except those disclosed in the title report.

12.13.5. 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

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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.

12.13.6. The **Promoter** have 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.

12.13.7. The **Promoter** has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the project and the said [apartment/plot] which will, in any manner, affect the rights of **Allottee** under this agreement.

12.13.8. The **Promoter** confirms that the **Promoter** is not restricted in any manner whatsoever from selling the said [apartment/plot] to the **Allottee** in the manner contemplated in this agreement.

12.13.9. At the time of execution of the conveyance deed of the structure to the association of **Allottee** the **Promoter** shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the association of the **Allottee**.

12.13.10. The **Promoter** has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, chargers 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.

12.14. No notice from the government or any other local body or authority or ay 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.

12.15. The **Promoter** shall maintain a separate account in respect to 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 amount only for the purpose for which they have been received.

12.16. **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

13. The **Allottee** or himself / themselves with intention to bring all person into whosoever hand the apartment may come, hereby convents with the **Promoter** as follow:

13.1. To adhere with terms and conditions of the allotment letter and the Tripartite Agreement to lease with Corporation, Agreement for sale and all the liabilities pertaining to the above shall be abide and paid by the **Allottee** as and when demanded by the Corporation or the **Promoter.**

13.2. The **Allottee** shall make timely payments of the instalments 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 under clause 6 herein above. (Payment Plan).

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13.3. 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**.

13.4. The **Allottee** shall not let, sub-let, transfer, assign or part with interest or benefit factor of this agreement or part with the possession of the apartment until all the dues payable by the **Allottee** to the **Promoter** under this agreement are fully paid up.

13.5. Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said apartment or of the said plot and building or any part thereof. The **Allottee** shall have no claim save and except in respect of the 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 hereinabove mentioned.

13.6. The **Allottee** herein and all other **Allottee**of the **Flats** in the said building shall have joint right, title, claim or interest in respect of the opens spaces, parking spaces, open areas, hoardings and common area of the buildings including the garden area and that the right of the **Allottee**is limitedor otherwise pertaining to the said **Flat** hereby agreed to be sold to the **Allottee** the common areas and facilitiesshall be in proportions to the areas of the said **Flat** hereby agreed to be sold hereunder to the common areas and facilities limited or otherwise as disclosed by the **Promoter.**

13.7. The **Allottee** shall have no claim save and except in respect of the said premises hereby agreed to be acquired by the **Allottee.** All open spaces, floor spaces indexes, parking spaces, staircases etc., will remain to be the Property of the **Promoter**until the whole plot together with the structures standing thereon is transferred to the said society but subject to the rights of the **Promoter** contained herein.

13.8. Privity of Contract for finance: The **Allottee**/s hereby agree/s, record/s and confirm/s having given his/her/its express consent to the Builders to raise any loan against the said Plot and the building/s under construction and to mortgage the same and/or create any charge, lien or encumbrances in respect thereof in favor of any bank or banks or financial institutions or any other concerned parties. The **Allottee**/s also confirm/s having given consent to the Promoter to create collateral security in respect of the said Plot and/or the building under construction thereon in favor of any bank or banks or financial institutions or any other concerned parties. PROVIDED HOWEVER and it is expressly agreed by and between the parties hereto that any such loan liability or facility granted to the Promoter in so far as the same pertain to or affects the said Flat directly, shall be discharged and cleared by the Promoter at its own cost and expenses before the possession of the said Flats is handed over to the **Allottee**/s in terms of this Agreement, so that the said Flat will become free from encumbrances before possession thereof in handed over the **Allottee**/s

13.9. Stamp duty and registration: the charges towards stamp duty and registration of this agreement shall be borne by the **Allottee**.

13.10. The **Allottee** shall on or before the possession of project flat keep deposited with the **Promoter** the amounts as mentioned under part 2 payment of para 7.1 of this agreement:

13.10.1. 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 **Allottee's** share of stamp duty and registration charges payable, by the said society or limited company on such conveyance or lease or any document or

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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 **Allottee's** 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 favor of apex body or federation.

13.10.2. Unless the **Allottee** has deposited with the **Promoter** an amount of Rs.50,000/- (Rupees Fifty Thousand only) by way of provisional deposit, for the initial period from the date of the said premises being ready for possession, towards the aforesaid outgoings charges, the **Promoter** shall not be bound to hand over the possession of the said premises to the **Allottee**.

13.10.3. Aforesaid initial deposit does not include the dues for the electricity bills or any other dues for the **Allottee**'s premises.

13.10.4. Pay share of insurance premium to keep the building insured against loss or damage by fire, earthquake or any other natural calamities and to get an Insurance Policy in a sum equivalent to the total sale price of all the premises, in the said complex with a company to be approved by the **Promoter.**

13.10.5. During project if there are any escalation in government fees for registration, stamp duty, taxes, outgoings for society (from the date of occupancy certificate) etc., and if the said deposit is not adequate to complete required activities **Promoter** shall have the right to demand the payment of additional deposit from the **Allottee**, and the **Allottee** hereby agrees to meet such requisition within 7 days of request without any protest.

13.11. Possession:

13.11.1. 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 apartment is ready for the use and occupancy

13.11.2. Failure of **Allottee** to take possession of said flat upon receiving a written intimation from the **Promoter** as per clause 13.11.1 the **Allottee** shall take possession of the said flat from the **Promoter** by executing necessary indemnities, undertaking and such other documentation as prescribed in this agreement and the **Promoter** shall give possession of the said flat to the **Allottee**. In case the **Allottee** fails to take possession within the time provided in clause 13.11.1 then Allottee will be sole responsible for delay in possession and Promoter will not be held liable for any delay in possession and **Allottee** shall continue to be liable to pay maintenance charges as applicable.

13.11.3. The **Allottee** shall be entitled to take possession of the said Flat after duly observed and performed all the obligations and duly paid all payments and stipulations contained in this Agreement.

13.11.4. The **Promoter**shall not be liable for any loss, damage, injury or delay due to MSEB/Corporation/Local authority concerned causing delay in sanctioning electricity or supplying permanent water connection or such other service connection necessary for using/occupying the **Flat.**

13.11.5. The **Allottee** shall use the apartment or any part thereof or permit the same to be used only for the purpose of residence/office/show-room/shop/godown for carrying on any industry or business. **Allottee** shall use the garage or parking space only for purpose of keeping or parking vehicle

13.11.6. Structural defect or any other defect in workmanship, quality or provision of service or any other obligation of the **Promoter** as per the agreement for sale

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relating to such development when brought to the notice of **Promoter** (within period of five years). It is responsibility of **Allottee** to point out such defect from the date of handing over possession and **Promoter** to rectify such defect without any charges, within 30 days without additional charges.

13.12. Charges and expenses post possession:

13.12.1. Within 15 days after notice for possession of said flat in writing, 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 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.

13.12.2. Until the society or limited company is formed and the said structure of the building or wings is transferred to it, the **Allottee** shall pay to the **Promoter** such proportionate share of outgoing as may be determined.

13.12.3. 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 **1500/-** per month towards the outgoings. The amounts so paid by **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 favor of the society or a limited company as aforesaid. On such conveyance / assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this agreement) shall be paid over by the **Promoter** to the society or the limited company as the case may be

13.12.4. From the date of possession, the **Allottee** shall become exclusive owner of the said flat and shall maintain the said **Flat** at his own cost in a good and tenantable repair and conditions shall not do or suffer to be done anything in or to the said building or the said flat staircases and common passages which is or may be contrary to or against the rules or bye laws of the Corporation or any other authority.

13.12.5. Pay proportionate amount of additional ground rent or transfer charges if any levied by the Corporation in respect of the premises or the said **Flat.**

13.12.6. Property Tax from the date of Occupancy Certificate issued by Corporation

13.12.7. The **Allottee** shall also observe/perform all stipulations/conditions laid down by the said society regarding the use/occupation of the said **Flat** in the building and shall contribute punctually towards taxes and other dues/outgoings in accordance with the terms of this Agreement.

13.12.8. Pay to **Promoter** within 15 days of demand by the **Promoter**, his share of security deposit demanded by the concerned local authority or government or giving water, electricity or any other service connection to the building in which the apartment is situated.

13.12.9. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or government and/or other public authority, on account of change of user of the apartment by the **Allottee** for any purpose other than purpose for which it is sold.

13.13. Maintaining flat post possession:

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

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

13.13.3. Whenever the said damage occurs for any reasons whatsoever the **Allottee** shall pay his proportionate share for reinstating or replacing the same and shall nevertheless continue to pay any/all the payments as no such destruction or damage has happened. The **Allottee** shall pay his proportionate share of expenses for keeping the said Complex in good and substantial and conditions to the satisfaction

13.13.4. Not to demolish or cause to be demolished the apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the apartment or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the apartment is situated and shall keep the portion, sewers, drains and pipes in the apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other part of the building in which the apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, pardis other structural members in the apartment without the prior written permission of the **Promoter** and/or the society or the limited company.

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

13.13.6. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the apartment is situated or any part thereof or whereby any increase premium shall become payment in respect of the insurance.

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

13.13.8. 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, alteration or amendment thereof that may be made from time to time for protection and maintenance of the said building and the apartments there and of 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 ad conditions laid down by the society / limited company/ apex body / federation regarding the occupancy and use of the apartment in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this agreement.

13.13.9. Till a conveyance of the structure of the building in which apartment is situated is executed in favor of society/limited company, the **Allottee** shall permit the **Promoter** and their surveyors and agents, with or without workman and other, 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.

13.13.10. Till a conveyance of the project land on which the building in which apartment is situated is executed in favor of apex body or federation, the **Allottee** shall permit the **Promoter** and their surveyors and agents, with or without workmen and other, 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.

13.13.11. Irrespective of possession of the said **Flat** being given to the **Allottee** and/or the management of the said Plot being given to ad-hoc committee of the **Allottee** or not, the right under this clause and Agreement reserved for the **Promoter** to exploit the potential of the said Plot described in schedule hereunder written shall be subsisting and shall continue to vest in the **Promoter** till Lease Deed reserving therein their such right in the said Plot in their favor as may be outstanding at the time of execution of such Lease Deed.

13.13.12. In the event of **Allottee** committing any breach or act in contravention to this agreement of the above provision, the **Allottee** shall be liable or responsible for the consequence in respect thereof to the **Promoter** or to the concerned local authority or other public authority in that behalf.

13.13.13. The **Allottee** and the person to whom the said premises shall have been let sublet, transferred, assign or given possession of Plot hereof shall duly observe and perform all the rules and regulations and maintenance of the said building with premises thereof and for the observance and carrying out of the building rules and regulation and Bye laws for the time being of the Corporation the Government and or public body or any other local authority

13.14. Formation of legal entity (Housing Society or association of flat owners or limited company):

13.14.1. The **Allottee** along with other **Allottee** of apartment in the building shall join in forming and registering the society or association or 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

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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-law of the proposed society and duly full in, sign and return to the **Promoter** within 7 days of the same being forwarded by the **Promoter** to the **Allottee**. No objection shall be taken by the **Allottee** if any, changes or modification 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, or any other competent authority.

13.14.2. The **Promoter**, within 3 months of registration of the society or association or limited company, shall by means of conveyance deed or deed of assignment as aforesaid, cause to be transferred to the society or association or limited company all the right, title and the interest of the vendor/lessor/original owner/ **Promoter** and/or the owners in the project land and said structure of the building or wing in which the said apartment is situated.

14. Termination with cause: This agreement would be terminated with cause on event of occurrence of following events.

14.1. Without prejudice to the right of **Promoter** to charge interest in terms of sub clause ……. 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 after giving notice of 15 days in writing to the **Allottee** by registered post AD at the address provided by the **Allottee** and mail at the email 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 indented 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.

14.2. 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 30 of termination, the instalments of sale consideration of the apartment which may till then have been paid by the **Allottee** to the **Promoter**.

14.3. In case of termination of agreement **Allottee** would only be entitle to receive refund of money (less any deduction as applicable) paid under category of part 1 (consideration amount of flat). For payment done under category of part 2 (additional amount) amount highlighted as non-refundable will not be returned to **Allottee**.

15. Termination without cause: At any stage from the date of acceptance of proposal till date of possession either party can express their desire in writing to other party to terminate this contract. Both parties hereby agrees to following terms and conditions for termination of contract without cause:

15.1. If **Allottee** terminate this agreement then 10% of consideration amount of flat (as described under part – 1 of schedule of payment of this agreement) will be forfeit by **Promoter**.

15.2. If **Allottee** terminate this agreement for sale then he will not receive refunds of expense paid towards non-refundable charges (as described under part-2 of schedule of payment of this agreement)

15.3. If **Promoter** terminates this agreement for sale then he will refund all expenses mentioned in part 2 of this agreement.

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15.4. Timeline for refund of applicable amount would be 30 days from the date of termination of agreement for sale.

16. **Limitation of Liability:** During the course of construction, if the **Allottee** is desirous of visiting the property, the **Allottee** shall obtain a written permission from the **Promoter.** During such visits to the site, in case if there is any accident mishap or casualty then the **Promoter** will not be responsible or liable in any manner whatsoever.
17. **Arbitration:** Parties to the said project and this agreement hereby agrees to follow process of Arbitration as per Arbitration and Conciliation Act which complies to rule 23 of RERA act.
18. **Entire agreement:** this agreement along with its schedule and annexure, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all understandings, any other agreements, allotment letter, correspondences, arrangement whether written or oral, if any, between the parties in regard to the said apartment/plot/building, as the case may be.
19. **Right to amend:** this agreement may only be amended through written consent of the parties.
20. Provisions of this agreement applicable to **Allottee**/subsequent **Allottee**: it is clearly understood and so agreed by and between parties hereto that all the provisions contained herein and the obligation 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 purpose.
21. **Severability:** if any provision of this agreement shall be determined to be void or unenforceable under the act or the rules and regulations made there under or under other applicable laws, such provision 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 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.
22. Method of calculations or 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** in project, the same shall be in proportionate to the carpet areas of the [apartment/plot] to the total carpet area of all the [apartment/plots] in the project.
23. Further assurances: both 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.
24. 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 **WASHIM** after this 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 sub-registrar. Hence this agreement shall be deemed to have been executed at **WASHIM**
25. 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 registration act and the **Promoter** will attend such office and admit execution thereof.
26. Notice: That all notice to be served on the **Allottee** and the **Promoter** as contemplated by this agreement shall be deemed to have been dully served if sent to the **Allottee** or the **Promoter** by registered post AD and notified email id/under certificate of posting at their respective address specified below.

    26.1. **ALLOTTE:.**

    26.2. **Promoter Details:**

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M/S. Tecton Builders and Developers Private Limited,
R-115, 11th Floor, C Wing, Mittal Tower, Barrister Rajani Patel Marg, Nariman Point, Mumbai 400021
Notified email id: **patnicommercialcomplex@gmail.com**

26.3. 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.

26.4. Joint **Allottee**: that is case of joint **Allottee** all communication 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 purpose to consider as properly served on all the **Allottee**.

27. Dispute resolution: any dispute between parties shall be settled amicable.
28. **Governing law:** that the rights and obligation of the parties under or arising out of this agreement shall be constructed and enforced in accordance with the laws of India for the time being in force and as per section 70 of RERA act the civil courts will not have any jurisdiction for this agreement.

Schedule A

All the piece and parcel of the land bearing Plot from field Survey No.59/1 situated at Gondeshwar Jah, within the municipal limits of Municipal Council Washim and also within the limit of Sub Registrar Office, Washim admeasuring **16076.29 Sqmtr i.e. 173045.18 Sqft**. in area and the same is bounded as follows:-

On or towards the North:-By land/NA Plot from field survey No.58/3 and No.58/2

On or towards the South :-By land from field Survey No.59/1

On or towards the East:- By approved road from layout road and land from field Survey No.59/1

On or towards the West:-18 mtr. D.P. Road

Schedule B

Flat No …… on the …… Floor in the building known as "**RIDDHI-SIDDHI**" Phase 1, admeasuring about …… sq.ft. carpet area or thereabouts standing on Plot from field Survey No.59/1 situated at Gondeshwar Jah, within the municipal limits of Municipal Council Washim and also within the limit of Sub Registrar Office, Washim.

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Vide Section 52 (1) (a) of Transfer of Property Act and section 32A of Registration Act, IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their signature, photograph and fingerprints this day and year first hereinabove mentioned.

SIGNED SEALED AND DELIVERED by the
Within named **"Promoter"**
Mr. VIVEK SUKHANAND PATNI)
Director of
Tecton Builders and Developers Private Limited

In the presence of ……
1.

2.

SIGNED SEALED AND DELIVERED by the
Within named **"Allottee"**
_____

In the presence of …….
1.

2.

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Annexure A

Title report

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Annexure B

Authenticated copies of property card or extract village form VI or VII and XII or any other revenue record showing nature of the title of vendor/lessor/original owner/**Promoter** to the project land

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Annexure C-1

Authenticated copies of the plans of the layout as approved by the concerned local authority

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Annexure C-2

Authenticated copies of the plans of the layout as proposed by the **Promoter** and according to which the construction of the building and open spaces are proposed to be provided for on the said project

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Annexure D

Authenticated copies of the plans and specifications of the apartment agreed to be purchase by the **Allottee** as approved by concerned local authority

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Annexure E

Specification of amenities for the apartment

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Annexure F

Authenticated copy of the registration certificate of the project granted by the Real Estate Regulatory Authority

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RECEIPT

Received a sum of **Rs……../-** (Rupees ……..) from Mr**. ……,** the Purchaser/s being the PART PAYMENT in respect of **Flat No. ……., *on …… Floor***, in Wing "**….**" building known as "**RIDDHI-SIDDHI" Phase 1** admeasuring about **…….** Sqft. carpet area or thereabouts standing on Plot from field Survey No.59/1 situated at Gondeshwar Jah, within the municipal limits of Municipal Council Washim as agreed under this present.

Sr. No.	**Chq/RTGS UTR No**	**Chq/RTGS UTR date**	**Drawn On**	**Amount**
1				
2				
3.				
4.				
TOTAL				
(Rupees)				

I SAY RECEIVED.

MR. VIVEK SUKHANAND PATNI
(Director)
M/S. Tecton Builders and Developers Private Limited

WITNESSES:
1.

2.

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