

AGREEMENT FOR SALE

This **AGREEMENT FOR SALE** ("**Agreement**") made and is entered into at Panvel, Raigad, on this 03rd day of February 2024.

BY AND BETWEEN

M/s. SHREE VASTUPURTI ASSOCIATES (PAN NO. ABWFS6383B) a

Partnership firm, duly registered under the Indian Partnership Act, 1932, through its Authorized Partner **Shri Santosh Vasant Ambavane** having its registered office at Shop No. 10 / 11, Ashapuri Nagar, Near Pancharatna Hotel, Panvel 410206 and correspondence Office at Shop No. 1, Sai Shakti, Land No. 4, Sector 12, Adai Circle, New Panvel 410206 hereinafter referred to as "**the Promoter**" (which expression shall unless it be repugnant to the context or the meaning thereof be deemed to mean and include the partner or partners for the time being of the said Firm, the survivor or survivors of them and the heirs, executors and administrators of the such survivor(s) and his/ her/ their assigns, nominees and successors) of the **ONE PART**

MR. YOGESH DIPAK SHIVNEKAR (PAN NO. DUZPS0058A), Age 30 years AND MRS. SUVARNA DEEPAK SHIVNEKAR (PAN NO. RBOPS5062J) Age 62 years, both Indian inhabitants residing at 302/3, Ornate Blossoms, R.V. Bhide Marg, Near Portuguese Church, Dadar West, Mumbai Maharashtra 400028. hereinafter referred to as "**the Allottee/s**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/their heirs, executors, administrators and permitted assigns) of the **SECOND PART**

AND

Mr. Santosh Vasant Ambavane (PAN- AECPA5857R) residing at Plot No.-94, MCCH Society, Panvel-410206 and Mr. Asif Hasanmiya Patel (PAN- BCUPP5080L) residing at 01/Suleman Apartment, Kulchi Mohalla, Panvel - 410206 both Indian inhabitants hereinafter referred as "**THE CONFIRMING PARTY**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators and permitted assigns) of the **THIRD PART**

WHEREAS

A. The City and Industrial Development Corporation of Maharashtra Ltd. ("**CIDCO**") is the Special Planning Authority declared for the area designated as a site for the new town of Navi Mumbai Airport Influence Notified Area (NAINA) by the Government of Maharashtra in exercise of its power vested under Clause (b) of Sub - Section 1 of Section 40 of Maharashtra Regional & Town Planning Act 1966 (Mah. Act No XXXVII of 1966) ("**the said TP Act**")

B. One Shri Shivram Ragho Phadke was the absolute owner ("**the Absolute Owner**") of Agricultural Land bearing Gat No.48 Hissa no. 1 admeasuring 0 Hectare 69 Ares 0 M and Pot Kharaba 0 Hectare 4 Ares 0 M total area 0 Hectare 73 Ares 0 M assessed at Rs. 14.37 paise lying being and situate at Village Vihigar, Taluka Panvel, District Raigad, within the limits of Tahasil Panvel, Talathi Sajja, Nere ("**the said Land**") being his ancestral land.

C. Shri Shivram Ragho Phadke expired in 1981 and his property was transferred to his legal heirs namely 1) Shri Baliram Shivram Phadke, 2) Shri Rambhau Shivram Phadke, 3) Smt. Janabai Bhau Patil, 4) Smt.Revubai Padu Dhavle, 5) Smt. Radhikabai Ravji Rodpalkar, 6) Smt. Gitabai Laxma Bhagat & 7) Smt. Dwarabai Lahu Bhopi vide mutation entry no. 665.

D. The names of Smt. Janabai Bhau Patil, Smt. Revubai Padu Dhavle, Smt. Radhikabai Ravji Rodpalkar, Smt. Gitabai Laxma Bhagat & Smt. Dwarabai Lahu Bhopi were deleted from the ownership records due to notice dated 03/04/1983 vide mutation entry no. 666, 667, 669 & 670. Due to deletion of above names Shri Baliram Shivram Phadke and Shri Rambhau Shivram Phadke became the joint owners of the said Land.

E. An area admeasuring 0 Hectare 40 Ares 0 M out of the said Land was sold to One Mr. Hadkya Bama Popeta by Shri Baliram Shivram Phadke and Shri Rambhau Shivram Phadke vide Mutation entry no. 717.

F. Shri Baliram Shivram Phadke expired in 1996 and names of his legal heirs

1) Shri Narayan Baliram Phadke, 2) Smt. Sitabai Baliram Phadke, 3) Smt. Nirabai Baliram Phadke & Shri Tukaram Motiram Phadke were Mutated as Bhogavatdar in 7/12 extract vide Mutation entry no. 855.

F. The balance part of the said Land i.e. area admeasuring 0 Hectare 33 Ares 0 M assessed at Rs. 6.37 paise belonging to Shri Rambhau Shivram Phadke and 5 others (the "**Balance Land**") was mortgaged to Panvel Urban Co-operative Bank Ltd. vide mutation entry no. 875 and same was released on 08/05/2000 vide mutation entry no. 925.

G. Out of the Balance Land i.e. out of area admeasuring 0 Hectare 33 Ares 0 M assessed at Rs. 6.37 paise, an area admeasuring 0 Hectare 17 Ares 0 M (the "**said Project Land**") belonging to Shri Rambhau Shivram Phadke and 5 others was sold to Shri Saravanna S. K. Sambhuramanrav (hereinafter referred to as **the First Purchaser** of the Said Project Land). Accordingly, name of the First Purchaser is mutated as a Bhogavatdar/Owner in 7/12 Extract vide mutation entry no. 927. The said Project Land is more particularly described in the FIRST SCHEDULE hereunder written. The layout plan of the said Project Land is annexed hereto as **Annexure-"A"**

H. By a Sale Deed dated 12th November 2010 executed between the First Purchaser of the said Project Land of the One Part and Owners Shri Santosh Vasant Ambavane and Shri. Asif Hasamia Patel of the Other Part duly registered with the Sub-Registrar of Assurances Panvel-1 under Serial No. PWL-1—13480/2010, ("**the said Sale Agreement**") the First Purchaser of the said Project Land transferred his right title and interest in the said Project Land to the Owners for the consideration and upon terms and conditions contained therein and pursuant thereto the name of the Owners has been recorded in 7/12 extract by Mutation Entry No.1256.

- I. The said Project Land i.e. area admeasuring 0 Hectare 17 Ares 0 M assessed at Rs. 3.36 paise has been mutated as Gat No. 48 Hissa No. 2.
- J. The office of Talathi Nere has issued “No Dues Certificate” and “No Acquisition for Government and Non-Transferred for Forest Certificate” in respect of the said Project Land on 29/09/2017.
- K. The owners have transferred the said land bearing Gat No. 48 Hissa No. 2, Area H.R.P. 0-17-0 Asstt Rs. 3.36 to the Promoters herein along with the Development Rights in the said land.
- L. The Promoter has entered into a Standard Agreement with the Architect Smt. Neha Jain, registered with the Council of Architecture and such Agreement is as per the Agreement prescribed by the Council of Architecture. The Promoter through their Architect Smt. Neha Jain have prepared Building Plans proposing to construct a residential building of Stilt + 4 upper floors utilisng an FSI of 1605.781sq. mtrs. consisting of 38 residential units on the said Land having the name “**SHREE VASTU SYMPHONY**” (the “**said Project**”). The said Plans are approved by CIDCO along with the plans and specifications of the building under the said Project and issued a Commencement Certificate dated 19/07/2019 bearing Reference No. CIDCO/ NAINA/ Panvel/ Vihighar/ BP-360/ CC/ 2019/ SAP-940/ 890 to the Promoter which is hereto annexed and marked **Annexure “B”**. A List of Amenities to be provided by the Promoter in the said Project are set out in **SECOND SCHEDULE** hereto.
- M. 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.

N. The Promoter has appointed a structural Engineer M/s B.S. Sukhtankar & Associates for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the said project.

O. By virtue of the said Sale Agreement/the Said Partnership Agreement, the Promoter has sole and exclusive right to sell the Flats in the building to be constructed by the Promoter on the said Land and to enter into Agreement/s with the Allottee(s) of the Flats to receive the sale consideration in respect thereof.

P. The Promoter has registered the said project under the Real Estate (Regulation and Development) Act, 2016, ("**RERA**") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("**RERA Rules**") and the Regulations. The Authority has duly issued Certificate of Registration No. P52000022687 dated 12/10/2019 for the Project and a copy of the RERA Certificate is annexed hereto as **Annexure "D"**.

Q. The Title Clearance Certificate issued by **Advocate Veerra P.M.** on **27/06/2023** and and Search Report issued by **Advocate Veerra P.M.** on **27/06/2023** has been seen and inspected by the Allottee and a copy thereof has been appended hereto as "**Annexure "E"**" and "**Annexure "F"**". In addition the Allottee has also perused the Architect Certificate and the drawing certifying the carpet area of various units along with limited common area in respect of each unit. The Allottee has also prior to the execution of this Agreement for himself / herself satisfied about the right and title of the Promoters to the said land, the right of the Promoters to develop the said land, commencement certificate, title documents, revenue records, title report and other documents evidencing the approval of project by competent authority, and the RERA portal along with

registration certificate under RERA. The Allottee by virtue of his having executed this Agreement, is deemed to have accepted the title of the Promoters to the said land as clear & marketable & free from all encumbrances and no further requisition or objection shall be raised upon it in any matter relating thereto.

R. The Allottee has verified the sanctioned plans and visited the site. The Allottee has expressed a desire to acquire all rights, title and interest in the Unit No. **302 B** Wing admeasuring 30.538 sq. mtrs. situated on the **3rd** floor of the said Building (the "**said Unit**"). The Promoter has agreed to transfer the said Unit to the Allottee against a total consideration of **Rs.27,50,475/- (Rupees Twenty Seven Lakh Fifty Thousand Four Hundred Seventy Five Only)** which the Allottee has accepted.

S. Prior to the execution of these presents the Allottee/s has/have paid to the Promoter a sum of **Rs. 3,02,553/- (Rupees Three Lakh Two Thousand Five Hundred Fifty Three only)** being part payment of the consideration of the said Unit agreed to be sold by the Promoter to the Allottee/s (the payment and receipt whereof the Promoter doth hereby admits and acknowledges) and the Allottee/s has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

T. The parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement for Sale on the terms and conditions appearing hereinafter.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:-

1. PROJECT:

- 1.1 The Promoter shall under normal conditions construct the building over all that Land of land bearing Survey No. 48/2, admeasuring about 1,700.00 sq. mtrs., lying being and situate at Village Vihigar, Taluka

Panvel, District Raigad and more particularly described in the FIRST SCHEDULE hereunder written (“**the said Land**”) as per the plans, design and specifications duly approved and sanctioned by the City and Industrial Development Corporation of Maharashtra Ltd. (“**CIDCO**”) and other concerned authorities.

12 The Promoter has represented under this Agreement that it is entitled To develop the said land by utilizing the total FSI of 1605.781 sq. mtrs. available on the said land. The Allottee is aware that as per Unified Development Control Promotion Regulation, 2020 (the “**UDCPR**”) the Promoter is entitled to obtain additional FSI and load the same in existing Project by adding floors and units in the said Project. The Allottee hereby gives his / her consent to the Promoter to develop the said project land by utilizing existing FSI of 1605.781 sq. mtrs. as per plan sanctioned by CIDCO and add further floors and units.

13 If required, the Promoter shall carry out minor modifications as may be deemed fit. The Promoter shall also be entitled to carry out the amendment to the plan resulting in any addition / alteration to the existing floors due to additional FSI being available or any alteration or addition required by any Government authorities or due to change in law. In such cases the Promoter shall seek prior consent of the Allottee, if such addition / alteration is adversely affecting the unit allotted to the Allottee.

2. DESCRIPTION OF UNIT:

21 The Allottee hereby agrees to purchase from Promoter and Promoter hereby agree to sell to Allottee ‘Unit No.302, B Wing on 3rd floor admeasuring carpet area of 30.538 sq. mtrs. (the “**said unit**”) as shown in the floor plan hereto appended as **Annexure “G”** being constructed by the Promoter on the said Land and to be known as “**SHREE VASTU**

SYMPHONY. The said unit is more particularly described in THIRD SCHEDULE.

- 22 In addition, without any further monetary consideration, the Allottee is entitled to the balcony of 6.073 sq. mtrs. and flower bed of ----- sq. mtrs. being ancillary area. The Terrace admeasuring 5.940 sq. mtrs. carpet area (equivalent to 328.711 sq. ft.) is appurtenant to the said Unit. The said ancillary area is marked separately in the floor plan appended as Annexure G. The aggregate of carpet area and additional area is the "gross usable area" totalling to 30.538 sq. mtrs available for use by the Allottee.
- 23 The fixtures, fittings and amenities to be provided by Promoter in the said unit are those that are set out in **Annexure "H"**. Promoter shall not be obliged to accept or accede to any request from Allottee for making any changes in the amenities to be provided by Promoter.

3. CONSIDERATION:

- 31 It is mutually agreed by and between the parties that consideration for sale of said unit shall be Rs. **27,50,475/- (Rupees Twenty Seven Lakh Fifty Thousand Four Hundred Seventy Five Only)** (the "said consideration"). The said consideration amount excludes society formation charges, documentation charges, taxes and other statutory payments which are to be paid separately by Allottee. The Allottee is aware and accepts that the consideration between the parties as above is determined after passing on the benefit of credit of GST on the input cost to the Allottee.
- 32 The Allottee has negotiated the consideration herein above by offering to pay to the Promoter consideration in the following manner which has been accepted by the Promoter:

| Sr.No | Work Completion | Percentage | Amount |
|-------|--|------------|---------------|
| I | Booking Amount | 10% | Rs.2,75,048/- |
| II | After the execution of this Agreement | 20% | Rs.5,50,095/- |
| III | On Completion of the Plinth | 15% | Rs.4,12,571/- |
| IV | On Completion of the 1 st Slab | 5.00% | Rs.1,37,524/- |
| V | On Completion of the 2 nd Slab | 5.00% | Rs.1,37,524/- |
| VI | On Completion of the 3 rd Slab | 5.00% | Rs.1,37,524/- |
| VII | On Completion of the 4 th Slab | 5.00% | Rs.1,37,524/- |
| VIII | On Completion of the 5 th Slab | 5.00% | Rs.1,37,524/- |
| IX | On Completion of the Brick Work & Internal Plaster | 2.50% | Rs.68,762/- |
| X | On completion of Flooring, Doors & Windows | 2.50% | Rs.68,762/- |
| XI | On Completion of Sanitary Fittings | 2.00% | Rs.55,009/- |
| XII | On completion of staircase, Lift walls and Lobbies | 3.00% | Rs.82,514/- |
| XIII | On completion of External Plumbing & Terrace Waterproofing | 2.50% | Rs.68,762/- |
| XIV | On Completion of External Plaster & Elevation | 2.50% | Rs.68,762/- |

| | | | |
|-------|--|-------|----------------|
| XV | On completion of Electrical Fittings | 3.00% | Rs.82,514/- |
| XVI | On completion of Lift Works | 3.00% | Rs.82,514/- |
| XVII | On completion of Water Pump Work | 2.00% | Rs.55,009/- |
| XVII | On Completion of Parking & Plinth Protection | 2.00% | Rs.55,009/- |
| XVIII | On Possession | 5.00% | Rs.1,37,524/- |
| | Total | | Rs.27,50,475/- |

33 In addition to the above consideration the Allottee hereby agrees to pay the escalation on said consideration on following grounds:

- (a) Share of transformer charges payable to the MSED if such transformer is required and MSED raises separate invoice on the promoter.
- (b) Any other increase in charges which may be levied or imposed by the competent authority from time to time.
- (c) The Promoter may charge the Allottee separately for any upgradation/ changes specifically requested by the Allottee in fittings, fixtures and specifications and any other facility.
- (d) Additional/ new taxes that may be levied from time to time.

4. ADDITIONAL CHARGES:

The Allottee shall on or before delivery of possession of the said unit, pay to the Promoter further total amount on following account:

- (a) Proportionate share of taxes and other charges/ levies in respect of the society.
- (b) Expenses and Deposits towards water, electric and other utility and services connection charges.
- (c) Expenses of electrical receiving and sub-station provided in layout.
- (d) Maintenance charges as per this Agreement.

The actual amount of such expenses will be determined at the time of possession.

5. MODE OF PAYMENT:

5.1 All payment shall be made by Allottee by drawing cheque/ DD/ Online Banking in the name of **Shree Vastupurti Associates A/c No "033405006208"** in **ICICI Bank, ICIC0000334, Panvel** branch payable at Navi Mumbai or other account as Promoter may intimate subsequently to the Allottee. Allottee shall separately pay transfer charges, if any, and other statutory dues which may be levied from time to time.

5.2 Allottee shall deduct tax at source on the payment made at the prevalent rate, if applicable and furnish a TDS certificate to Promoter within seven (07) days of such deduction is made.

Provided that the receipt for the payment made shall be issued by Promoter only after the bank instrument is cleared and the funds mentioned therein reaches the stated bank account of the Promoter or in the account as Promoter subsequently intimated to the Allottee and the TDS certificate is received by Promoter from Allottee.

5.3 The Allottee has made a payment of Rs. 3,02,553/- (Rupees Three Lakh Two Thousand Five Hundred Fifty Three Only) towards booking of the said unit.

5.4 Allottee has also paid GST as per prevalent rates and rules and regulations through separate cheque drawn in the name of "**Shree Vastupurti Associates**" Promoter hereby acknowledges the receipt thereof.

6. PAYMENT OF STATUTORY DUES AND TAXES:

6.1 In addition to the Consideration of said unit as above, the Allottee shall pay to Promoter any statutory taxes (as made applicable from time to time) like GST, if any, MSEDCL Deposit, water connection charges or any other charges, levy, tax, if any, duty by whatever name called, if made applicable under any law by the government on this transaction for all times to come. Such payment shall be made by the Allottee at the time of execution of these presents or at the time of making each payment as per the provisions of law. If such liability arises thereafter, then the Allottee shall make over such payment to Promoter within Ten (10) days of notice of demand from Promoter.

6.2 The valuation report charges and other out of pocket expenses on this transaction shall be borne by the Allottee. Further, the Allottee shall take immediate steps to get this deed registered under the Registration Act, 1908 by making payment of stamp duty, legal charges and registration charges. Promoter undertakes to make themselves available through an authorized representative for the purpose of registration at fifteen (15) working days notice from Allottee. The Promoter shall not be liable under any law for any delay, laches and /or negligence shown by the Allottee in presenting this agreement for registration before the competent authority. The Allottee indemnifies the Promoter against any claim, action, judgment, cost, expenses and penalties that may arise on Promoter due to inaction or non compliance of obligation under this Agreement or under any other law.

6.3 The Allottees indemnify and keep indemnified the Promoter against any payment to be made to the concerned department on account of GST whether in present or in future.

7. NOTICE OF DEMAND:

7.1 Upon the installment of consideration and other charges becoming due, Promoter shall issue a notice of demand giving at least fifteen (15) working days time from date of notice to Allottee for making the payment. The said notice of demand shall be accompanied by a certificate from the project architect certifying the satisfactory completion of the stage of work for which the payment is due.

7.2 Notice of demand shall be sent through Registered Post Acknowledgement Due (RPAD)/ Speed post at the address mentioned in notice clause of this agreement and such dispatch shall be treated as sufficient compliance from Promoter. Thereafter Allottee shall be barred from claiming non receipt of the notice of demand.

7.3 Timely payment of all the above instalments/amount on their respective due dates and any other sum payable under this agreement by the Allottee is the essence of this contract/Agreement. Constructive and physical possession of the said unit shall be handed over to Allottee by Promoter only upon receipt of all payments mentioned in this agreement.

8. DEFAULT BY ALLOTTEE:

8.1 Following shall be deemed to be a default on the part of Allottee:

- (a) Default in making timely payment of sums due as mentioned in this Agreement;
- (b) Creating nuisance on the site resulting in danger/damage to the said project, said land, threat to life;
- (c) Delay in accepting the possession of the unit within a period of two (2) months of intimation to take possession by Promoter;

- (d) Refusing/ delay in taking membership of said society/Limited Company/confederation.
- (e) Breach of any terms and conditions of this Agreement;
- (f) Breach of any law or provisions thereto.
- (g) Obtain forceful occupancy/ possession of said unit before receipt of occupation certificate by competent authority.

8.2 The Allottee shall not be in default if he corrects/ remedies such breach within fifteen (15) days of notice from the Promoter to the Allottee as per clause 9.2.

9. TERMINATION OF AGREEMENT:

9.1 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), the Allottee agrees to pay to the Promoter interest at the rates prescribed under the RERA Rules on all the amounts 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 to the Promoter till date of actual realization of payment. However such entitlement of interest shall not be deemed to be a waiver of Promoter's right to terminate this agreement as per the provisions of this agreement.

9.2 Without prejudice to the right of the Promoter to charge interest in terms of sub clause 9.1 above, on the Allottee committing default as per clause 8.1 above and on the Allottee committing three defaults of payment of installments even after notice of termination, the Promoter shall at its own discretion, may terminate this Agreement.

Provided that, Promoter shall give another notice of fifteen (15) days in

writing to the Allottee, by registered post AD at the 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 may terminate this agreement unilaterally.

9.3 Upon termination of this agreement as aforesaid, the Promoter shall be entitled to forfeit 10% of the total consideration amount payable by the Allottee/s to the Promoter to purchase the said Unit under this Agreement as and by way of liquidated damages in addition to receiving interest from the Allottee/s as specified in the said Rule, on all the delayed payment which become due and payable by the Allottee/s to the Promoter under the terms of this Agreement for Sale from the date the said amount is payable by the Allottee/s to the Promoter. Such refund shall be issued within a period of thirty (30) working days of the registration of cancellation/ termination deed and expulsion of the Allottee from the membership of the society/Limited Company/confederation as per clause 9.4.

9.4 The Promoter shall also move for expulsion of the Allottee from the membership of the society/Limited Company/confederation as per by laws of the society/Limited Company/confederation, and submit a copy of termination notice to such society/Limited Company/confederation. No separate consent of Allottee will be required for such expulsion.

9.5 In case if the Allottee wishes to terminate the Agreement for any reason whatsoever and offers to surrender the said Unit, the Promoter shall be entitled to forfeit 10% of the total consideration amount payable by the Allottee/s to the Promoter to purchase the said Unit under this Agreement and shall refund to the Allottee/s the balance amount, if any,

remaining, from the amounts paid by the Allottee/s to the Promoter under this Agreement (excluding statutory amounts) to the Allottee/s (but without any interest, compensation, damages or costs) after the Promoter sells the said Unit to any other prospective buyer and receives the entire consideration from the prospective buyer in addition to the service charges of 15% of the consideration received.

9.6 Upon termination of this Agreement, the Promoter shall be at liberty to dispose of and sell the unit to such person and at such price as the Promoter may in his absolute discretion think fit. Provided that in the event the amount required to be forfeited by the Promoter as aforesaid is more than the amount paid by the Allottee/s to the Promoter, then the Allottee/s shall pay the amount fallen short within 7 days from cancellation of this Agreement.

Provided that in the event of default as above the Allottee shall not raise any objection to termination made by the Promoter and that Promoter is authorized to unilaterally register the cancellation deed with the registrar suo-moto without any recourse to the Allottee.

9.7 The Promoter is not liable to refund the taxes and other statutory charges collected from the Allottee till the date of termination of the Agreement.

9.8 The Promoter may at its own option also approach the authority under RERA for seeking appropriate order for cancellation of this Agreement.

10. DECLARATION BY THE PROMOTER:

Promoter hereby declares as follows:

10.1 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 Competent Authority and the concerned local authorities at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the premises to the Allottee,

apply to the concerned local authority for occupation and completion certificate in respect of the unit and obtain the said certificate as per the provisions of law.

- 102 The Promoter will not be liable for any delay caused by 'Maharashtra Electricity Distribution Co. Ltd.' defaulting / delaying the supply of electricity or due to the Local authority concerned delaying the supply of permanent 'water connection' or such other service connections necessary for occupying the said unit. The Allottee hereby indemnifies the Promoter from any claims made for delay on the above count.
- 103 The Project amenities are being developed along with the whole project. The building would be completed in phases and handed over to respective societies. The amenities would be handed over to the society/Limited Company/confederation once the whole project is complete and said total land is conveyed to the society/Limited Company/confederation. The Allottee is entitled to use the amenities as and when they are completed introspective of formal handing over to society/Limited Company/confederation provided the Allottee has become the member of society/Limited Company/confederation and has taken possession of such unit.
- 104 That the Promoter would be entitled to put up sign boards, signages, neon sign boards displaying its name in any part of the project like terrace, common area and garden etc. The said board would be maintained by the Promoter at its own cost till the land is conveyed to the association of Allottees. The Allottee shall not raise any objection to said boards or create any nuisance or hurdle in putting and maintaining said boards.
- 105 The carpet area of the said Unit which is proposed to be constructed in the said building is approximate 30.538 sq. mtrs., however the actual carpet

area of the may vary up to 3% due to design and construction exigencies and therefore, the Promoter shall confirm the final carpet area of the Apartment that has been allotted to the Allottee after the construction of the said 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 3% (three) percent. In the event of there being a difference of more than 3% between the actual carpet area of the said Unit from the carpet area as mentioned herein at the time of the offering the possession of the said Unit, then the Consideration shall be either proportionately reduced or increased accordingly (without interest thereon). The Allottee agrees to pay the differential amounts, if the area is increased beyond 3% within forty five (45) days of such demand being made by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money (without any interest) paid by Allottee within forty-five days from such demand being made by the Allottee. If there is any increase in the carpet area of the said unit allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan or thereafter as the case may be and the Allottee shall pay such additional amounts within a period of forty five (45) days from the date of such demand being made by the Promoter. However, it is expressly clarified that no adjustment will be made to the Total Consideration if the difference between the actual carpet area of the said Apartment and the carpet area as mentioned herein is less than or equal to 3%. In all situations the adjustment of consideration shall be made before handing over possession of said unit to Allottee.

106 That the Promoter is entitled to use different design, brand, shape, size and colour material than that mentioned in the amenities Annexure "H" in the event the supply of promised material is withdrawn by the supplier or for

any other reason. The Promoter undertakes and assures that it will use only good and standard quality material and close to the quality of material and of such specification as mentioned in the list of amenities.

If any structural defects of workmanship quality or provision of service is discovered within five years of handing over the possession of the said unit to Allottee, 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 defects in the manner as provided under the Act. This warranty is applicable only if after occupying the unit the Allottee maintains the unit in the same condition as it was handed over to him by the Promoter. In case he makes any changes like shifting of the walls, doors, windows and their grills, bedrooms, kitchen bathrooms, enclosing balconies flower bed, extending rooms, changing floors, plumbing systems, electrical wiring, sanitary systems and fitting, fixing false ceiling or doing any work affecting and damaging the columns and/ or beams of the building, or damaging the stability of the structure of the building, intentionally or due to negligence, with or without the permission of the competent authority and/or society or association, this warranty shall stand lapsed. Further, in the following cases where the Allottee (i) Installs air conditioners on the external walls haphazardly which may destabilize the structure (ii) Allottee and/or its tenants load heavy luggage in the lift (iii) Damage any portion of the neighbour's unit or common area by drilling or hammering etc. and (iv) Does not follow the conditions mentioned in the maintenance manual, the aforesaid warranty given by the Promoter shall not be invocable.

10.7 The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as advance or deposit,

sums received on account of the share capital for the promotion of the Co-operative Society/Limited Company/confederation or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

11. DECLARATION BY ALLOTTEE:

Allottee hereby declares as follows:

- 11.1 Allottee has verified the documents including title search report and is satisfied that the Promoter has absolute, clear, developable and marketable title to the said land so as to enable it to convey the lease of said land/said total land to the said society.
- 11.2 Allottee has verified and understood the plan prepared by Promoter for the said proposed project in its entirety and he/she hereby gives consent for Promoter making changes in said project as per said proposed project upon getting permission and sanctions from the concerned authority.
- 11.3 Allottee shall not in any case interfere with the development activity undertaken in respect of said project and also more particularly for the said unit.
- 11.4 Allottee is eligible and entitled to Purchase the said unit and Allottee hereby assure, undertake and guarantee that the Allottee shall use the said unit or any part thereof or permit the same to be used for purpose of permitted use. Allottee shall neither claim any exclusive right, title or interest on its proportionate share of undivided common space and amenities provided by the Promoter nor claim any division or sub division of such common area.
- 11.5 The Allottee hereby declares and confirms that he has seen the proposed revised plan. The Allottee hereby assures and undertakes that he will not raise any objection to the proposed revision in the plan. The

Allottee hereby declares and confirms that this consent for revision of plan be considered as his unconditional consent mandated under RERA and that no further or separate consent would be required from him by the Promoter for carrying out the proposed revision.

11.6 The Allottee has verified and perused the development permission and commencement certificate and the conditions contained therein. The Allottee has also understood the proposed plan. The Allottee has also visited the site and understood the infrastructure available currently and have inquired about the role of government agencies like CIDCO in providing permissions and infrastructure for the project.

11.7 The Allottee has taken a decision to purchase the unit at this stage of the project due to reduced pricing and hence has agreed to take project risk of delays due to various infrastructural issues and Government delays. The Allottee understands that in future the prices of units will go up and therefore to save substantial money the Allottee has taken a decision to take project risk.

11.8 The Allottee hereby assure and undertake that he will not hold the promoter liable for any delays which are beyond the control of the promoter especially delays attributable to CIDCO or delays due to the various amendments made to governmental policies during the development of the said project. The Allottee declares that he will not claim any interest or compensation from promoter or any other benefit in any other manner due to changes made by the government authorities or planning authorities or due to delay in obtaining permissions by promoter. The Allottee has agreed to off-set the benefit of lower pricing of units against any delay in future.

11.9 If Allottee wishes to make a site visit before possession, prior written permission from Promoter is necessary. Promoter shall not be responsible for any accident or mishap that may happen on site either to

Allottee or to any of his family members or friends.

11.10 Allottee shall make timely payment of the demand raised by Promoter.

In case of default in payment, the Allottee shall remedy the default within the period prescribed in this Agreement. The Allottee shall not object to the cancellation of this Agreement if the default continues. The Allottee/s also 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 his sole discretion deems fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

11.11 The Promoter may complete any part, portion or any floor of the said building and obtain part occupation certificate and give possession of the said unit to the Allottee hereof and the Allottee shall not be entitled to raise any objection thereto. If the Allottee takes possession of the said unit in such part completed building, part or portion or floor, the Promoter or its agents or contractors shall carry on the remaining work with the Allottee occupying the said unit. The Allottee shall not object to, protest or in any way obstruct in the execution of such work even though the same may cause any nuisance or disturbance to him/it.

11.12 The Allottee shall obtain "No Objection Certificate" and "No Dues Certificate" from Promoter to transfer the right, title and interest in respect of the said unit to third party during course of construction of said project or before possession of said unit to Allottee whichever is later. Without obtaining the said certificates any document executed by Allottees in the name of a third party shall be treated as 'void-ab-initio'.

11.13 The Allottee has represented that he is acquiring rights in the said unit at this stage due to cheaper pricing and benefit of deferred payment. Hence, he is taking project risk with full understanding of government delays and other delays beyond promoters control.

11.14 The Allottee shall not put adverse and derogatory news, material and opinion on the media in any form or manner about the project or the promoters. Any default by the Allottee would be treated as breach of contract and Promoter would be entitled to claim cost and compensation and cancellation of this agreement coupled by forfeiture of advance given by the Allottee.

11.15 The Allottee shall not hold the Promoter liable for the delay caused due to the Force Majeure as mentioned in this Agreement or due to delays in any permissions or services like water supply, electricity connections to be provided by any competent authority including the corporation or due to reasons beyond the control of the promoter.

11.16 The Allottee shall also provide a copy of the leave and license agreement to the Promoter along with a copy of the police verification, wherever the Allottee has rented the said unit to a third party.

12. DATE OF POSSESSION AND FORCE MAJEURE:

12.1 Promoter shall give possession of the unit to the Allottee on or before December, 2024 subject to receipt and realization of all amounts payable by the Allottee under this Agreement and receipt of all approvals from competent authority and other conditions as mentioned in this Agreement. For the purpose of this clause the certificate from the Architect certifying completion of the construction shall be considered as final and binding.

12.2 Promoter fails or neglects to give possession of the said unit to the Allottee on account of reasons other than the reasons prescribed in this Agreement, then subject to written demand from the Allottee and execution of cancellation deed of allotment/ agreement for sale of said unit, the Promoter shall be liable to refund to the Allottee the amounts already received by him in respect of the said unit simple interest at the rate of SBI highest marginal cost +2%, from the date the Promoter

received the sum till the date the amounts and interest thereon is repaid. Provided that until the entire amount and interest thereon is refunded to the Allottee by the Promoter, the Allottee shall subject to prior encumbrances if any, have a charge on the said unit.

- 123 That the Promoter is entitled to reasonable extension of time for giving possession of unit on the aforesaid date, if the completion of building in which the unit is to be situated is delayed on account of court / authority staying either in full or in part any part of the construction / development on the said plot, non-availability of construction material, war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the said project, or for delay in supply of electricity and/or water by concerned government departments or for any other justifiable reason or circumstances. The Promoters shall not be liable for any delay that shall be caused due to any delay on the part of Government, Semi Government, PMC, revenue Authority or any other concerned authority in granting the necessary permissions, sanctions, NOC that shall be required by the Promoters from time to time.
- 124 Notwithstanding anything contained in this Agreement or in this clause the Promoter shall not incur any liability if the Promoter is unable to deliver possession of the said unit as mentioned herein above, if the completion of the said complex/building is delayed for any reason of non-availability of steel or cement or other building materials or on account of labor trouble, civil commotion, riot or any Act of God or on account of any notice under other public body or authority or on account of withholding or delaying in the grant of the building completion certificate, water connection, electricity connection and/or any other necessary permission of sanctions by the PMC, Government, the said PMC and/or any such other or similar public or authority or beyond the control of the Promoter and /or force majeure.

- 125 The Allottee shall take possession of the said unit within two (2) months from the date of receipt of Occupancy Certificate in respect of said project. The Allottee must pay all outstanding dues including the taxes and other statutory payment before claiming possession of the said unit and also become member of the society/Limited Company/confederation by executing relevant documents.
- 126 On getting the occupancy certificate, the Promoter may handover possession of the said unit to the Allottee even though electricity and water supply have not commenced by the respective competent authorities. The Allottee shall not raise any claim/ demand on the Promoter for the delay in getting the supply of electric and water. On the Promoters offering possession of the said unit to the Allottee, the Allottee shall bear and pay their proportionate share in the consumption of electricity and water if sourced from alternate source in the intervening period.

13. UNDERSTANDING BETWEEN THE PARTIES:

The Promoter and the Allottee also agree to the following:

- 13.1 The Allottee/s has/have prior to execution of this Agreement acquainted themselves with all the facts as to the nature of the right and title of the Promoter in the said Land and/ or the said Unit. The Allottee/s has/have no further requisitions or objections on any matter relating thereto.
- 13.2 The Allottee shall be permitted/ allowed to commence interior works in the said Flat only upon obtaining Occupancy Certificate/Part Occupation Certificate and possession letter from the Promoter and after making all payments as per this agreement. Prior to carrying out the interior works in the said flat, the Allottee shall give to Promoter, in writing the details of the nature of interior works to be carried out.

- 13.3 Promoter shall be entitled to inspect all interior works carried out by the Allottee. In the event Promoter finds that the nature of interior work being executed by the Allottee is harmful to the said flat or to the structure, facade and/or elevation of the said Building then, Promoter can instruct the Allottee to stop such interior work and the Allottee shall stop such interior work at once, without raising any dispute.
- 13.4 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 said Unit as are set out in Annexure "H", annexed hereto.
- 13.5 The Allottee will ensure that the debris from the interior works shall be dumped in an area earmarked for the same and will be cleared by the Allottee, on a daily basis, at no cost to Promoter and no nuisance or annoyance to the other Allottees. All costs and consequences in this regard will be to the account of the Allottee.
- 13.6 The Allottee will further ensure that the contractors and workers (whether engaged by the Allottee) during execution of the interior work do not dump any material (waste or otherwise) of whatsoever nature either in the toilet, waste water line or soil line or in any other place other than earmarked for the same, which may block the free flow of wastewater, thus resulting in perennial choking and leakage in the said Flat or the Building.
- 13.7 The Allottee/s shall ensure that the contractors and workers, do not use or spoil the toilets in the said flat or in the building and use only the toilets earmarked by Promoter for this purpose.
- 13.8 All materials brought into the said flat for carrying out interior works will be at the sole cost, safety, security and consequence of the Allottee and that Promoter will not be held responsible for any loss/theft/damage to the same.

- 13.9 If during the course of carrying out interior works, any workmen sustain injuries of whatsoever nature, the same will be insured and taken care of, attended to and treated by the Allottee at his/her/their/its own cost, and that Promoter will not be held responsible for the same. All liabilities and damages arising out of such injury will be borne and paid by the Allottee alone.
- 13.10 During the execution of interior works, if any of the Allottees contractor / workmen / agents / representatives misbehaves or is found to be in a drunken state, then the said contractor / workmen / agents / representatives will be removed forthwith and will not be allowed to re-enter the said flat and the Building. Further, the Allottee shall be responsible for acts of such persons.
- 13.11 The Allottee shall extend full cooperation to Promoter, their agents, contractors to ensure good governance of such interior works.
- 13.12 The Allottee shall ensure that common passages/ walkways and any other common areas are not obstructed or damaged during the course of carrying out any works or thereafter.
- 13.13 The Allottee ensures that the contractors hired by the Allottees shall not use lift for the purpose of carrying the materials of interior work and if any damages is caused due to same it shall be repaired and brought to its original condition by the Allottee at their own expense within thirty (30) days of written notice from the Promoter.
- 13.14 Having regard to the elevation of the buildings in the said Project, the Allottee shall fix identical grills/ railings and the Air Conditioner in the places that are predetermined by the Promoters / that shall be approved by the Promoters. The Allottee shall affix the external grill/ railings of such common design as shall be finalized by the Promoters in the manner and as per the specifications given by the Promoters. Accordingly,

the Promoter has informed the Allottee that with a view to maintain the esthetics and elevation of the said Building, the Allottee shall, prior to extending the glass railings provided to the said premises/ fixing the grills to the windows/ balcony, take written permission from the Promoters inter-alia undertaking to use similar material and similar design to those already provided by the Promoters in the said premises.

13.15 Similarly, the Allottee shall install the Dish Antenna for the Set Top Box on the common Terrace on the Top Floor only in the area specifically earmarked for the said purpose. Similarly, for any other new/ additional facility/ service/s, should the Allottee require to install any Instrument/Receiver/Dish either outside the said premises or on the Top Terrace, then the Allottee shall install such Instrument/Receiver/Dish, only after obtaining the written consent from the Promoters in the manner and at the location identified and approved by the Promoters.

13.16 The Allottee shall not store any of their materials, belongings, and stocks in the open passage, refuge area/common area, floor lobby, terrace, fire rescue gallery, mid landings, etc.

13.17 The Lift facility in this Project shall be used as per rules of the Co-operative Society/Limited Company/confederation formed for the management of said Building. It is to be economically used. The Allottee as well as his/her/their employees or heirs shall not misuse the said lift and will take care and co-operate about it. The quality of lift shall be good. But it is a machine and is not manufactured by the Promoters. Therefore, during the use of the lift and even as a result of any defect or otherwise, if anyone is injured or any damage occurs, then the Co-operative Society/Limited Company/confederation or Promoters shall not become responsible for it and the Allottee or his/her/their employees/ heirs etc. shall not demand/shall not be entitled to demand such damages/ compensation

from them and the Allottee hereby give his / her/ their assurance and consent in it.

13.18 The Promoters have provided the necessary car parking space as stilt and covered as per the sanctioned plans. In this regard, the Promoters have categorically informed the Allottee & the Allottee has/ has noted the following:

- a) The Allottee / Co-operative Society/Limited Company/confederation that shall be formed shall operate and maintain the Car Parking area.
- b) The Allottee shall not enclose or encroach on the parking area that is being provided to the Society/Limited Company/confederation. This area being left as parking shall remain as approved by the authorities and as per plan and the Allottee hereby further undertake that parking area shall not be enclosed at any later state, failing which the concerned Authority is liable to take legal action against the Allottee and the society.

13.19 The Allottee hereby further undertake that at the point of time when there is Lease Deed/Deed of Assignment being prepared, the Promoter shall add the above-mentioned conditions in the Lease Deed/Deed of Assignment. The said clause shall be binding on the entire society/Limited Company/confederation and its members.

14. FORMATION OF SOCIETY:

14.1 The Promoter shall apply for the formation and registration of a Society (the "**said society**") within the prescribed time limit under the MAHA RERA. The Allottee shall for this purpose from time-to-time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of said society and for the becoming a member, including the bye-laws of the said society. These documents duly filled in and signed shall be returned to the Promoter within seven (07) working days of the same

being forwarded by the Promoter to the Allottee, so as to enable Allottee to become a member of the society. Any delays in signing and handing over of documents by the Allottee to the Promoter shall not constitute default of the Promoter and the prescribed time period shall stand extended accordingly.

14.2 The Allottee/s shall pay to the Promoter a sum of Rs.15,000/- 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.

14.3 The Allottee shall be expelled from the said society if the Allottee defaults in making timely payments or violates this deed in any manner. For such expulsion the termination letter from Promoter shall be sufficient document.

15. Amenities in Project

15.1 The amenities will be conveyed to the Society only after the entire development on said Project land is completed. The Society would maintain the amenities by collecting contributions from each member who shall contribute for the maintenance of the amenity as decided then by the society.

15.2 The Allottee understands that the amenities will be developed in phases and hence use of such amenities may not be available immediately on possession of unit or formation of society or at the time of conveyance of land to the confederation. The amenities will be developed by Promoter as and when sanctioned. The promoter reserves its right to alter, modify and shift the proposed amenities on any location in the said Project land and Allottee consents to it.

15.3 The Allottee shall contribute for maintenance of amenity to the promoter which are made available from time to time. The Allottee undertakes to contribute his share in a timely manner and without raising any objection.

16. CONVEYANCE AND HANDOVER OF THE BUILDING:

16.1 The Promoter shall within three (03) months of receipt of occupancy certificate from CIDCO or any other competent authority after completion of entire project and receipt of all amounts under this agreement execute a conveyance deed and convey a right, title and interest of the said Land and building in the name of the society subject to society clearing all dues of the Promoter.

16.2 The amenities of the said project shall be conveyed to society at the time of conveyance of said plot. The Allottee shall not raise any claim for the use of amenities till said plot is conveyed to society, although the Promoter may at his discretion allow the use of amenities to Allottee prior to such conveyance.

16.3 The charges, costs expenses for conveyance of said plot shall be borne by the Allottee in proportion to his gross usable area and that the Allottee shall come forward to accept conveyance of the said plot in the name of the society formed within one (01) month from the date of intimation by the Promoter.

16.4 The charges, costs expenses for conveyance of said total land shall be borne by the Allottee in proportion to his gross usable area and that the Society shall come forward to accept conveyance of the said total land in the name of the Society within two (02) months from the date of intimation by the Promoter. This amount is not included in agreement value and shall be calculated and informed to the members of the Society after Occupancy certificate.

17. SOCIETY MAINTENANCE CHARGES:

Within fifteen (15) after notice in writing is given by the Promoter to the Allottee that the said unit is ready for use and occupation, irrespective of the Allottee taking the possession of the said unit, the Allottee will be liable for proportionate share of outgoings in respect of said land for water charges, insurance, common lights, repairs, salaries, property tax if any, security, sweepers and all other expense necessary and incidental to the maintenance of the society. Such proportionate share of expense shall be calculated on the basis of area of the said unit plus the additional area attached to the said unit i.e. gross usable area vis a vis total gross usable area of said project.

17.1 The Allottee/s further agrees that till the Allottee/s's share is so determined the Allottee/s shall pay to the Promoter provisional monthly contribution of Rs.1,302/- per month (Rupees One Thousand Three Hundred Two Only) along with Service Tax/GST as "common maintenance charges" for the upkeep and maintenance of the said Project building towards the outgoings or such other amount as may be informed from time to time. The Allottee shall draw cheque/ Demand Draft/ Online Banking Managers' Cheque in the name of "**Shree Vastupurti Assocites**" maintained in ICICI BANK, Branch Panvel. (the "**said bank account-1**"). The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until the building is conveyed to the Society as aforesaid.

17.2 After the formation of the Society the Allottee shall bear and pay monthly maintenance charges directly to the Society.

18. The Allottee shall pay such contribution as mentioned in paras above at the time of taking possession and shall not withhold the same for any reason whatsoever.

19. UNSOLD UNITS IN SAID PROJECT:

- 19.1 Promoter shall be inducted as a member of said society/federation/condominium for unsold units upon conveyance of said land/total land to society/federation/condominium.
- 19.2 Promoter shall be entitled to sell the unsold units in said project without any separate permission or consent of society and the members of society. The prospective Allottee of such unsold units shall be inducted by the society as members and no objection shall be raised either by existing members or the society/federation/condominium.
- 19.3 Allottees or society shall not be entitled to demand any transfer charge for the transfer of unsold units by the Promoter to prospective Allottees.
- 19.4 Promoter shall also be entitled to car parking reserved for the unsold units and the society or Allottee shall not stake claim on such parking.
- 19.5 Promoter shall be entitled to mortgage the unsold units of the said project with the financial institutions without any separate NOC from society or the members of society.
- 19.6 Promoter is entitled to all the rights of being a member of society i.e. right to attend meetings, right to vote in the meeting etc.

20. POST POSSESSION OBLIGATIONS OF ALLOTTEE:

Allottee himself/themselves with intention to bring all persons into whosoever hands the said unit may come, hereby covenant with the Promoter as follows:-

- (a) To maintain the said unit at Allottees own cost in good tenantable repair condition from the date of possession of the said unit is taken and shall not do or suffered to be done anything in or to the building or to the exterior or elevation of the building in which the said unit is situated, staircase or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the building in which the said unit is situated and the said unit itself or any part thereof.

- (b) Not to store in the said unit 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 said unit is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or caused to be carried heavy packages to upper floors which may damage or are likely to damage the staircases, common passages or any other structure of the building in which the said unit is situated. In case any damage is caused to the building in which the said unit is situated, on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- (c) To carry out at his own cost all internal repairs to the said unit and maintain the said unit in the same conditions, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffering to be done anything in or to the building in which the said unit is situated or the said unit which may be given in the rules and regulations and bye-laws of the concerned local authority or other public authority. And 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.
- (d) Not to demolish or cause to be demolished the said unit 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 said unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said unit is situated and shall keep the portion/sewers, drains pipes in the said unit and appurtenances thereto in good tenantable repair condition, and in particular, so as to support shelter and protect the other parts of the building in which the said unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC or other structural

components in the said unit without the prior written permission of the Promoter and/ or the said society/condominium, as the case may be.

- (e) Not to do or permit to be done any act or thing which may tender void or voidable any insurance of the said property and the building in which the said unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said unit in the compound or any portion of the said property and the building in which the said unit is situated.
- (g) 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 said unit by the Allottee other than specified in this agreement/ viz. for any purposes other than IT use.
- (h) Allottee shall not let, sub-let transfer, assign or part with his/ their interest or benefit obtained under this Agreement or part with the possession of the said unit unless it has obtained a 'No Dues Certificate' letter from Promoter. The Promoter shall issue such Certificate if all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up and if the Allottee has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee has requested in writing to the Promoter. Any transaction of let, sub-let, transfer, assign, sale without obtaining 'No Due Certificate' from Promoter shall be void-ab-initio. The Allottee shall obtain such permission from said society/condominium after the leasehold right of said land/said total is conveyed to the said society/condominium/federation.
- (i) Allottee shall observe and follow all the rules and regulations which the said society/ condominium 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 said units therein as also observe and follow the building rules, regulations and bye-laws for the time being, of the concerned local authority, the Government and other public bodies. No objection shall be taken by the Allottee/s 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.

- (j) The Allottee shall also observe and follow all the stipulations and conditions laid down by the said society regarding the occupation and use of the said unit 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.
- (k) Till a conveyance of said land and all building in the said project is executed 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 land and buildings or any part thereof to view and examine the state and conditions thereof, but only after prior notice.

21. STAMP DUTY AND REGISTRATION OF THIS AGREEMENT:

21.1 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said unit unless all amounts as agreed upon in this agreement is paid by the Allottee to the Promoter and unless this agreement is duly stamped under the Maharashtra stamp Act and registered under the Registration Act, 1908. The Allottee shall have no claim save and except in respect of the said unit hereby agreed to be sold to him.

All

open space, parking spaces, lobbies, staircases, terraces, recreation spaces etc. will remain the property of the Promoter until the said land and the building thereon is conveyed to the said society/condominium.

21.2 Allottee shall present this Agreement/conveyance deed at the proper registration office for registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

22. NOTICES:

22.1 That all notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

| | |
|-------------------------|--|
| Name of the Allottee/s | : MR. YOGESH DIPAK SHIVNEKAR |
| the Allottee/s' Address | : 302/3, Ornate Blossoms, R.V. Bhide Marg Near Portuguese Church, Dadar West Mumbai Maharashtra 400028. |
| Notified Email ID | : Yogesh.d.shivnekar26@gmail.com |
| Name of the Promoter | : M/s. Shree Vastupurti Associates |
| Promoter's Address | : Shop No.10 / 11, Ashapuri Nagar, Near Pancharatna Hotel, Panvel 410206. |
| Promoter's Address | : Correspondence Office - Shop No. 1, Sai Shakti, Land No. 4, Sector 12, Adai Circle, New Panvel 410206. |
| Notified Email ID | : santosh.vastupurtigroup@gmail.com |

222 It shall be the duty of the Allottee/s 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/s, as the case may be.

23. THE PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE: After the Promoter executes this Agreement the Promoter shall not mortgage or create a charge on the said Unit 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/s who has taken or agreed to take such Unit.

24. WAIVER NOT A LIMITATION TO ENFORCE:

The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in delay in making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottee.

24.1 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

24.2 Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and

conditions of this Agreement by the Allottee nor shall the same in any manner prejudice the rights of the Promoter.

25. BINDING EFFECT:

Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s 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/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee/s(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s 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 Said Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount after adjusting the deduction for agreed liquidated damages shall be returned to the Allottee/s without any interest or compensation whatsoever.

26. MATERIAL ADVERSE CHANGE/ CONDITION:

In case of material adverse change in any of the parameters in the said project the parties hereto shall try and amicably modify, alter, settle the matter within themselves.

27. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

27.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s)

modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

27.2 The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

28. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Real Estate 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 the Real Estate 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.

29. 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 Unit.

30. RIGHT TO AMEND:

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

31. PROVISIONS OF THIS AGREEMENT APPLICABLE TO THE ALLOTTEE/S SUBSEQUENT ALLOTTEE/S:

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/s of the said Unit, in case of a transfer, as the said obligations go along with the said Unit for all intents and purposes.

32. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other the Allottees in the Project, the same shall be in proportion to the carpet area of the said Unit to the total carpet

area of all the units in the Project.

33. 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.

34. PLACE OF EXECUTION:

34.1 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/s, in after the Agreement is duly executed by the Allottee/s 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 Panvel.

34.2 The Allottee/s and/or the 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.

35. JOINT ALLOTTEES:

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

36. 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 Maharashtra Real

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

37. 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 Panvel courts will have the jurisdiction for this Agreement.

38. ASSIGNMENT OF AGREEMENT:

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Unit or of the said Land and Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Unit 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 and the said Land is transferred to the Society/Limited Company or other body.

FIRST SCHEDULE
(PROJECT LAND)

ALL THAT piece or parcel of land bearing **Survey No. 48/2**, admeasuring about **1,700.00 sq. mtrs.** lying being and situate at **Village- Vihighar, Taluka-Panvel, District-Raigad** and which is bounded as follows:-

On or towards North by : Survey No. 48/1 (Part) and Survey No.47

On or towards South by : Survey No. 50

On or towards East by : Survey No.49,

On or towards West by : Survey No.46,

THE SECOND SCHEDULE

Common Areas and Facilities

Children’s Play Area / Play Equipment

Garden with sit out

Water Softener Plant

THE THIRD SCHEDULE

(SAID UNIT)

All that Residential Flat bearing Unit No. **302** on **3rd** Floor of wing **B**, admeasuring 30.538 sq. mtrs. carpet area in the building to be known as “SHREE VASTU SYMPHONY” lying being and situate at the land more particularly described in the First Schedule hereinabove written being Survey No. 48/2, Village- Vihighar, Taluka- Panvel, District-Raigad.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day the year first hereinabove written

SIGNED AND DELIVERED)

by the within named the Promoter)

M/S. SHREE VASTUPURTI ASSOCIATES)

through its Partner)

SHRI SANTOSH VASANT AMBAVANE)

in the presence of)

1.

2.

SIGNED AND DELIVERED)

by the within named Allottee/s

MR. YOGESH DIPAK SHIVNEKAR)

(PAN NO. DUZPS0058A)

MRS.SUVARNA DEEPAK SHIVNEKAR)

(PAN NO. RBOPS5062J)

in the presence of)

1.

2.

RECEIPT

RECEIVED a sum of Rs. **3,02,553/- (Rupees Three Lakh Two Thousand Five Hundred Fifty Three only)** by cheque EMD/ Booking amount of sale price towards the sale of Unit No. 302 on 3rd Floor, SHREE VASTU SYMPHONY, SURVEY No. 48/2, VILLAGE- VIHIGHAR, TALUKA- PANVEL, DISTRICT- RAIGAD on or before execution of these presents paid by him/ her/ them to us.

WE SAY RECEIVED

M/s. SHREE VASTUPURTI ASSOCIATES

SHRI SANTOSH VASANT AMBAVANE

WITNESS:-

Annexure “B”

A copy of Commencement Certificate issued by CIDCO

Annexure “E & F”

A copy of the Certificate of Title issued by Advocate

Annexure “A”

Copies of the plans of the Layout as approved by CIDCO

Annexure “G”

Copies of the sanctioned and approved plans and specifications of the said

Unit agreed to be purchased by the Allottee/s

Annexure “H”

Amenities

INTERNAL SPECIFICATIONS:

Vitrified flooring to all rooms

Granite platform with designer tiles in kitchens

Powder coated Aluminium sliding windows

Concealed Copper wiring with adequate points & modular switches

Designer Tiles to baths & Toilets with branded fittings & sanitary wares.

Acrylic paint to external walls & plastic emulsion paint on internal wall

Laminated doors with decorative fittings.