

AGREEMENT FOR SALE
[AS PER MAH.RERA]

THIS AGREEMENT is made and entered into at **ULWE**, Navi Mumbai, Tal. Panvel, Dist. Raigad, **on this ____ day of APRIL, 2024** BETWEEN **SHRI. RAMESHBHAI VALLABHABHAI PATEL** is also Proprietor of **M/S. R. S. ENTERPRISES [Proprietary Firm]**, an adult, Indian Inhabitant, **having Office address at Shop No. 3, Shreekant CHS, Plot No.32, Sector-44A, Nerul, Navi Mumbai – 400 706, Tal. & Dist. Thane**, hereinafter for brevity's sake is called and referred to as "**THE PROMOTER**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include **his** heirs, successors, executors, administrators & assigns) of the **ONE PART**.

A N D

MR.AJAY BALAJI AMBILPURE AND MR. BALAJI RANGRAO AMBILPURE, both adult, Indian Inhabitants, **residing at SUMAN NAGAR , SMARHA NAGAR , SION TROMBEY ROAD, NEAR SHANKAR MANDIR CHEMBUR, MUMBAI MAHARASHTRA -400071** , hereinafter for brevity's sake is called and referred to as "**THE PURCHASER/S**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of individual his/her/their heirs, executors, administrators, in case of Partnership Firm its partner and in case of Company its Director, their successors and assigns) of the **OTHER PART**.

WHEREAS The Corporation is the New Town Development Authority declared for the area designate as a site for the town of Navi Mumbai by Government of Maharashtra in exercise of its power under sub-sections (1) and (3-A) of Section 113 of the Maharashtra Regional and Town Planning Act 1966 (Maharashtra XXXVII 1966) (hereinafter referred to as "the said Act").

AND WHEREAS The State Government is, pursuant to Section 113 (3)(A) of the said Act, acquisition lands described therein a vesting such lands in the Corporation for development and disposal.

AND WHEREAS The City and Industrial Development Corporation of Maharashtra Limited [CIDCO Ltd.] under the **Application dtd. 16th September 1994** [received from Project affected Villagers] had allotted the **Plot bearing No. B-5, adm. 649.28 sq. mtr., Situated at Sector-8, Ulwe Node, Navi Mumbai, Tal. Panvel, Dist. Raigad** to the Project

affected Villager /Award Holder viz. **SHRI. DASHRATH DAGADU DESHMUKH** under the **CIDCO FILE NO. ULWE-1H/1014**, The CIDCO of Maharashtra Ltd. issued of **Letter of Intent vide bearing Ref. No. CIDCO/LAND /SATYO/ULWE-IH/S.SODAT/186/2008** dtd. **15th February 2010** and on payment of Lease Premium of **Rs.9,100/- [Rupees Nine Thousand One Hundred Only]** & Other Charges, **Agreement to Lease executed on 6th January 2011** between **THE CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD.** (CIDCO of Maharashtra Ltd) the Licensor/Lessor Party of **ONE PART** AND **SHRI. DASHRATH DAGADU DESHMUKH** the Licensee Party of **OTHER PART** (more particularly as written in the schedule of property therein) and Licensee permitted to construct building thereon within available F.S.I (Floor Space Index) and the said Agreement to Lease registered with the Concerned Sub Registrar of Assurances at Panvel-3, vide under **Registration Sr. No.PVL-3 /00218/2011, dtd. 7th January 2011**. Copy of Registration Receipt & Index-II of Agreement to Lease enclosed herewith.

AND WHEREAS the Original Licensee due to his financial difficulties was unable to develop the said plot by constructing building thereon and decided to assign all his right, title, interest over the said plot in favour of any other prospective Assignee/Promoter /New Licensee with the prior permission of The CIDCO of Maharashtra Ltd. and other competent authority.

AND WHEREAS **SHRI. DASHRATH DAGADU DESHMUKH**, the Original Licensee of **Plot bearing No. B-5, adm. 649.28 sq. mtr., Situated at Sector-8, Ulwe Node, Navi Mumbai, Tal. Panvel, Dist. Raigad** had made an application to The CIDCO of Maharashtra Ltd. for its permission to assign, transfer of the license and all other right, title over the said plot in favour of **SHRI. RAMESHBHAI VALLABHABHAI PATEL** and The CIDCO of Maharashtra Ltd. on payment of transfer fees by the New Licensee had granted the permission of transfer of the said plot vide bearing Ref. No. **CIDCO /ESTATE/SATYO/ULWE/1014/2011, dtd.18th January 2011** and entered into **Tripartite Agreement dtd. 18th January 2011** executed between **The CIDCO of Maharashtra Ltd.** the Party of First Part AND **SHRI. DASHRATH DAGADU DESHMUKH**, the Original Licensee the Party of Second Part AND **SHRI. RAMESHBHAI VALLABHABHAI PATEL**, the New Licensee Party of Third Part. The Original Licensee had released, relinquished & transferred all his right, title & interest in favour of the New Licensee. The said Tripartite

Agreement had been duly stamped & registered with the Concerned Sub-Registrar of Assurances Panvel vide under **Registration Sr. No.PVL-3 /00711/2011 dtd.19th January 2011**. The CIDCO of Maharashtra Ltd. on furnishing of registered Copy of Tripartite Agreement had transferred the said Plot in the name of New Licensee vide through its Final Order bearing **No. CIDCO/ESTATE/SATYO/ULWE/1014/2011, dtd.21st January 2011**. Copy of Registration Receipt & Index-II of Tripartite Agreement and Final Order enclosed herewith.

AND WHEREAS due to Change in Layout & Location of Plot, the Original allotted Plot Changed and New Plot allotted bearing **No.184, adm. 649.68 sq.mtrs. at Sector-23, Ulwe, Navi Mumbai, Tal. Panvel, Dist. Raigad** as per **Rectification Letter (शुद्धीपत्रक) Ref. No. CIDCO /LAND/SATYO/ULWE-1014/2022 dtd.1st December 2022**. Whereas **Deed of Modification executed on 1st December 2022** between The CIDCO of Maharashtra Ltd Party of One Part AND New Licensee **SHRI. RAMESHBHAI VALLABHABHAI PATEL** the Party of Other Part. The said Deed of Modification had been duly stamped & registered with the concerned Sub Registrar of Assurance at Panvel vide under **Registration Sr. No. PVL-5/19897/2022 dtd.12th December 2022**. Whereas demarcated allotted plot & Possession of same handed over as per **Demarcation Plan & Possession Letter dtd. 25th November 2022**. The Copy **Rectification Letter (शुद्धीपत्रक)** Registration Receipt & Index-II of Deed of **Modification, Demarcation Plan & Possession Letter** are enclosed herewith.

AND WHEREAS the Promoter herein of plot has submitted the building plan through his **ARCHITECT ATUL PATEL** to The Town Planning Department of The CIDCO of Maharashtra Ltd. for its approval to Construct Residential Cum Commercial [Mercantile Business] Mixed Consist of Ground +Seven [07] Floors whereas commencement certificate initially granted/issued for limited construction of **01 [One] Ground + Third [03] Upper Floor**. Once said work completed the further Commencement Certificate to be issued for addition floor as per approved plan in FSI Consist of **Ground/Stilt + Seven [07] Upper Floor** on the **Plot No.184, adm. 649.68 sq.mtrs. at Sector-23, Ulwe, Navi Mumbai, Tal. Panvel, Dist. Raigad** and the same approved vide under **Commencement Certificate bearing No. CIDCO/BP-18390/TPO [NM&K]/2023/10636, dtd.5th June 2023** issued by The Associate Planner [BP]. The Town Planning Dept. of The CIDCO of Maharashtra Ltd. had permitted to Construct Residential Cum Commercial [Mercantile

Business] Mixed Building thereon by the Promoter herein. The Promoter herein Commence the Construction of Building as per Commencement Certificate and shall observe all the terms & conditions, stipulations & restrictions which is laid down by the sanctioning authority or other Governmental, Municipal or Local Authority for the purpose of development of the said plot and upon the observance of which only the completion & the Occupation Certificate in respect of the said proposed building/s will be granted by the Town Planning Dept. of The CIDCO of Maharashtra Ltd. The copy of the Development Permission & Commencement Certificate is annexed hereto and marked **Annexure "D"**.

AND WHEREAS subsequently to utilize the additional FSI [Floor Space Index] granted on payment of Premium for same to The CIDCO of Maharashtra Ltd., Promoter/Licensee has submitted Amended/Modified Plan of building for its approval as per New Floor Space Index [FSI] of the plot increased and therefore to utilize the said increased benefit of FSI for its approval through their ARCHITECT ATUL PATEL submitted to The Associate Planner (BP) of The Town Planning Dept. of CIDCO of Maharashtra Ltd. for Amended Development Permission & Commencement Certificate to Construct Residential Cum Commercial Building on said Plot as per New Amended Plan & Development Permission, the Numbers of Floor of Building increased from **Ground/Stilt + Three [03] Upper Floor** to **One [01] Ground + Seven [07] Upper Floors** and Numbers of Residential Units /Flats increased from Sixteen [16] Residential + Six [06] Mercantile/Business [Commercial] Units to Forty Eight [48] Residential + Eight [08] Commercial Units and Carpet Floor Area of each flats under Previous Commencement Certificate have also been increased proportionately as per **New/Amended Commencement Certificate bearing No. CIDCO /BP-18390/TPO[NM&K]/2023/11688 dtd.13th December 2023** issued by The Associate Planner (BP) of The Town Planning Dept. of CIDCO of Maharashtra Ltd. The Copy of the New Development Permission & Amended Commencement Certificate enclosed herewith is annexed hereto and marked **Annexure "D"**

AND WHERAS Original Allottees/Licensees/Confirming Party herein of the said Plot have entered into an Agreement with the **ARCHITECT ATUL PATEL** as an Architect registered with the **Council of Architects having his Office 1209, 12th Floor, The Landmark, Plot No. 26A, Sector-7, Kharghar, Navi Mumbai, Tal. Panvel, Dist. Raigad** and also appointed **M/S. S. R. CONSULTANTS Proprietor of MR. S. R. RAO having its address at Office No. 312, Punit Chamber, Sector-18,**

MAFCO, Vashi, Navi Mumbai, Tal. & Dist. Thane as R.C.C. Consultant & Structural Designers for preparing structural designs and drawings & specifications of the Building and the Unit Purchaser/s has/have no objection to the Professional Supervision of the said Architect and the Structural Engineer till the Completion of the Building unless otherwise changed.

AND WHEREAS due to change in Floor Space Index [F.S.I.] as per Unified Development Control and Promotion Regulations for Maharashtra State [UDC & PR] and as per Application made for Additional FSI Over & above Base FSI has been made by Allottees /Licensees of Plot and on payment of additional premium of **Rs. 1,14,28,380/- [Rupees One Crore Fourteen Lakhs Twenty Eight Thousand Three Hundred Eighty Only]** as demanded by the Concern Department of The CIDCO of Maharashtra Ltd., The **Modified Agreement to Lease executed on 3rd January 2024 BETWEEN THE CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD.** (CIDCO of Maharashtra Ltd.) the Licensors Party of **ONE PART AND SHRI. RAMESH VALLABHBHAI PATEL** therein referred to as **THE LICENSEE** of the OTHER PART. By executing said Modified Agreement to Lease the Original FSI of said plot changed. The said Modified Agreement to Lease had duly stamped & registered with the Concerned Sub Registrar of Assurances Panvel vide under **Registration Sr. No.PVL-3/278/2024 dtd. 4th January 2024.**

AND WHEREAS the Promoter herein has decided to allot, sale units/flats of their share in building to be constructed on the said plot to be known as **"TIRUPATI CORNER"** consisting of One [01] Ground + **Seven [07] Floors having as per Present Commencement Certificate Eight [08] Shops/Mercantile/Business on Ground Floor/Stilt AND Six [06] Flats on 1st Floor & Seven [07] Flats on 2nd to 7th Floor, each Floor i.e. together of Forty Eight [48] Residential Flats/Units.** The allotment, sale of Units/Flats to the prospective Purchasers will be on ownership basis by way of entering in to, executing the requisite deeds, documents as require under [i] **The Transfer of Property Act 1882**, [ii] **The Real Estate Regulation & Development Act, 2016** alongwith **Maharashtra Rules and Regulations, 2017.**

AND WHEREAS the Copy of Certificate of the Title issued by the **ADVOCATE AJEET V. SINGH OF AJEET SINGH & ASSOCIATES [Advocate & Legal Consultants], having Office at Unit No. 116/117,**

1st Floor, Sai Chamber, Plot No. 44, Sector-11,C.B.D. Belapur, Navi Mumbai – 400 614, Tal. & Dist. Thane, which confirm the nature & title of the said plot on which the said proposed building to be constructed has been annexed hereto and marked **Annexure “B”**.

AND WHEREAS Under Section 4 of The Maharashtra Ownership Flats (Regulations of the promotion of construction, sale management and transfer) Act 2005 (Mah. Act. 4 of 2008) w.e.f. 25/02/2008 as amended The Promoter will be required to register the said Agreement under The Registration Act. 1908. Subject to Purchaser shall pay the stamp duty & registration fees as will be demanded by concerned authority.

AND WHEREAS the Promoter will enter into separate agreements in similar form to this agreement with such changes and alterations as they may deem fit with several other persons and parties who may agree to purchase, acquire unit/flat or other premises in the said building on Ownership basis on the same terms & conditions as are contained herein except and subject to such modifications as may be necessary or considered, desirable or proper by the Promoter.

AND WHEREAS **the Purchaser/s demanded inspection of Document & Title from the Promoter has given inspection** to the Purchaser/s of all the documents of title relating to the said land/plot, **Letter of Intent dtd.15th February 2010, Agreement to Lease dtd. 6th January 2011, Tripartite Agreement dtd. 18th January 2011, Rectification Letter (शुद्धीपत्रक) dtd.1st December 2022, Deed of Modification dtd. 1st December 2022 & Modified Agreement to Lease executed on 3rd January 2024,** plans, designs, specifications prepared by the Architects, Advocate Title Certificate, Commencement Certificate, New Amended Commencement Certificate **and of such other documents as are specified under The Transfer of Property Act 1882, The Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) (Amendment) Act, 2005 (Act No. 4 of 2008 w.e.f. 25th February 2008) and The Real Estate [Regulation and Development Act, 2016 alongwith Maharashtra Rules & Regulations, 2017** (hereinafter referred to as said Act) and the Purchaser/s is/are fully conversant with the terms & conditions contained therein and the Promoter has agreed to give on demand the certified copies thereof to the Purchaser/s.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto.

AND WHEREAS the authenticated copies of the plans and Specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed.

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority[s] to the plans, the specifications, elevations, sections and of the said buildings and shall obtain the balance approvals from various authorities from time to time, so as to obtain building completion certificate or occupancy certificate of the said building.

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

AND WHEREAS the Purchasers have applied to the Promoter for allotment on ownership basis **of Flat bearing No. 702 on 7th Floor, having a Carpet area adm. 27.054 sq.mtr. including Internal Walls [As Per Mah. RERA & Approved Building Plan] and in addition to same other approved area attached to the Flat is Non-Accessible Chajja adm. _____ sq.mtr., Usable Projected Balcony area adm. ___ sq.mtr., Enclose Balcony Area ___ sq.mtr, Natural Terrace adm. ___ sq.mtr. & Service Slab area adm. _____ sq.mtr.**

AND WHEREAS as per the guide line of **The Real Estate Regulation and Development Act, 2016** alongwith **Maharashtra Rules and Regulations, 2017** the “Carpet Area” means the net useable floor area of a Flat/Shop, excluding the area covered by the external walls, areas under services shaft exclusive balcony/otla appurtenant to the said Flat/Shop for exclusive use of the Allottee /Purchaser or Verandah Area, enclosed balcony and exclusive Open Terrace Area, Service Area appurtenant to the said Flat/Shop for exclusive use of the Allottees/Purchasers but includes the area covered by the internal partition walls of the Flat/Shop.

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

AND WHEREAS prior to the execution of these presents the Allottee/Purchaser has/have paid to the Promoter a sum of **Rs.1,00,000/-[Rupees ONE LAKHS ONLY]** being part payment of the sale consideration of the Flat/Shop agreed to be sold by the Promoter to the Allottees /Purchasers [the payment and receipt whereof the Promoter doth hereby admit & acknowledged] and the Allottees/Purchasers has/have agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS TDS to be deducted on sale value as applicable & Guide Line, Rules & Provision of Income Tax Act & Rules.

AND WHERAS The Consideration Value is excluding of GST. All present and future Goods & Service Tax (G.S.T.) or any other tax [if applicable] in respect of the Units/Flats shall be paid by the Purchaser/s in favour of Promoter as may fixed by the Govt. Authorities time to time.

AND WHEREAS the Promoter has registered the said project registered under the provisions of **The Real Estate [Regulation & Development Act, 2016 with The Real Estate Regulatory Authority at Navi Mumbai No. P52000054877]**. Copy of the Certificate is annexed hereto and marked **Annexure "F"**.

AND WHEREAS under Section 13 of the said Mah. RERA Act the Promoter is required to execute a written Agreement for Sale of the

Units/Flats with the Allottees/Purchasers, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

AND WHEREAS in accordance with the terms & conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Promoter hereby agrees to sell and the Allottees/ Purchasers hereby agrees to purchase the [Flat] and the covered/open parking [if applicable].

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

1. The Promoter has commenced the construction work of the Building/s [As Per Approved Plan] on the said piece or parcel of land/plot more particularly described in the schedule hereunder written in accordance with the plans, designs, specifications which has been Sanctioned, Passed by the Associate Planner [BP] of The Town Planning Department of CIDCO of Maharashtra Ltd. and concerned local authority and the same are also be approved & consented by the Purchaser/s with only such variations and modifications as the Promoter has considered necessary or deem fit or as may be required by any Public Authority, Government authorities or due to change in law. Provided that the Promoter shall have to obtain prior consent in writing of the Flat/Shop Purchaser in respect of such variations or modifications which may adversely affect to the Flat/Shop of the Purchaser.

2. PROVIDED THAT The Developers/Joint New Licensee & Original Licensees /Confirming Party that they are developing the said plot by constructing building thereon in accordance with the sanctioned plans and the Floor Space Index available of the said property, which will not be utilized by them at any other place.

PROPERTY FOR ALLOTMENT/SALE AND TOTAL PRICE TO PAY

DISCRIPTION OF FLAT/SHOP SALE VALUE :

3[a] The Purchaser's herein has/have agreed to purchase, acquire from Promoter and the Promoter in confirmation of Original Licensees hereby agrees to allot, sell to the Purchasers, **Flat bearing No.702 on 7TH Floor, having a Carpet area adm. 27.054 sq.mtr. including Internal Walls [As Per Mah. RERA & Approved Building Plan] and in addition to same other approved area attached to the Flat is Non Accessible Chajja adm. _____ sq.mtr., Usable Projected Balcony area adm. ____ sq.mtr., Enclose Balcony Area ____ sq.mtr Natural Terrace adm. sq.mtr. & Service Slab area adm._____ sq.mtr., Situated in Building**

known as “TIRUPATI CORNER”, Situated at Plot bearing No.184, Sector-23, Ulwe, Navi Mumbai, Tal. Panvel, Dist. Raigad, “more particularly as shown & marked in Floor Plan enclosed herewith as Annexure “E” against the payment of agreed sale consideration amount of **Rs.49,00,000 /- [Rupees FORTY NINE LAKHS Only]** including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent & description of the common areas and facilities which are more particularly described in the Schedule and Common Area & Facilities Annexed herewith as Annexure- C. The Price of the Flat/Shop including the proportionate price of common areas & facilities and parking space should be shown separately.

[b] The Purchaser/s has/have paid **Rs.1,00,000/-[Rupees ONE LAKHS ONLY]** on or before execution of these present being as part payment to Promoter, receipt for the said part payment hereby admits & acknowledged hereinafter separately and the Balance amount of sale consideration of sum of **Rs. 48,00,000/- [RUPEES FORTY EIGHT LAKHS ONLY]** shall be paid in the following manner.

Sr. No.	Particulars of Work	%	AMOUNT RS.
1)	After registration of Agreement for Sale and on Commencement of Plinth Work	30%	13,70,000/-
2)	On Completion of Plinth & Foundation work	15%	7,35,000/-
3)	On Completion of All Slab Work [Schedule wise /Breakup given in Schedule of Payment]	25%	12,25,000/-
4)	On Completion of Walls, Internal Plaster, Flooring Doors & Windows	5%	2,45,000/-
5)	On Completion of Sanitary Fittings, Staircase, Lift Walls, Lobbies upto the Floor level	5%	2,45,000/-
6)	On Completion of External Plumbing & External Plaster, Elevation, Terrace, with Water Proofing	5%	2,45,000/-
7)	On Completion of Lifts, Water Pumps, Electric Fittings, mechanical & environment requirements, entrance lobby/s, plinth protection, paving or areas appertain & all other requirements	10%	4,90,000/-
8)	On Possession upon receipt of Occupancy Certificate	5%	2,45,000/-
	Total Rs.	100%	48,00,000/-

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee's shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the payment schedule through account payee cheque/demand draft or online payment through RTGS/NEFT in favour of **SHRI. RAMESHBHAI VALLABHABHAI PATEL is also Proprietor of M/S.R. S. ENTERPRISES [Proprietary Firm]**, payable at Navi Mumbai, **A/C. No. 04901130000607**.

[c] The Total price above excludes Taxes [Consisting of Tax paid or payable by the Promoter by way of Good Service Tax [GST] or any other applicable taxes as levied by State & Central Government and Local Body, 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 of possession of the Flat/Shop.

[d] The Total price is escalation free, save & except escalations /increase, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority local bodies /Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost or levies imposed by the competent authorities etc., the Promoter shall be enclosed the said notification /order/rule/regulation published/issued in that behalf to that effect alongwith the demand letter being issued to the Purchasers which shall only be applicable on subsequent payments.

FINAL CARPET AREA :

[e] The Promoter shall confirm the final carpet area that have been allotted to the Purchaser 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 [3%] Per Cent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Purchaser within Forty Five [45] days with annual interest at the rate specified in the Rules from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Promoter shall demand additional amount from the Purchaser as per the next milestone of the payment plan. All these

monetary adjustments shall be made at the same rate per square meter as agreed in Clause 3(a) & (b) of this Agreement.

[f] The Allottee/Purchaser(s) authorizes the Promoter to adjust /appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her /their name as the Promoter may in its sole discretion deem fit and the Allottee/Purchaser(s) undertake not to object /demand/direct the Promoter to adjust his/her /their payments in any manner.

Note: Each of the instalments mentioned in the Sub Clause a{i & ii} shall be further subdivided in to multiple instalment linked to number of basement/podium/floor in case of multi-storeyed building/wings.

OBSERVANCE & COMPLIANCE OF TERMS & CONDITIONS :

4.1) The Promoter hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the Flat/Shop to the Allottee/Purchaser(s), obtain from the concerned local authority Occupation and/or Completion Certificates in respect of the said Flat/Shop. Notwithstanding anything to the contrary contained herein, the Allottee/Purchaser(s) shall not be entitled to claim possession of the said Flat/Shop until the completion certificate is received from the local authority and the Allottee/Purchaser(s) has/have paid all the dues payable under this agreement in respect of the said Flat /Shop to the Promoter and has/have paid the necessary maintenance amount/deposit, service tax, vat and other taxes payable under this agreement of the said Flat/Shop to the Promoter.

TIME IS THE ESSENCE OF CONTRACT :

4.2) Time is essence for the Promoter as well as the Allottee /Purchaser(s). The Promoter shall abide by the time schedule for completing the project and handing over the Flat/Shop to the Allottee /Purchaser(s) and the common areas to the association of the Allottee /Purchaser(s) after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allotte(s) shall make timely payments of the instalment and other dues payable by him/her /them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 3(c) herein above. ("Payment Plan").

APPROVED FLOOR SPACE AS PER COMMENCEMENT CERTIFICATE:

5){i} The Promoter hereby declares that the Floor Space Index available as on date as per commencement certificate in respect of the **Project Land/Plot is 2554.7 Sq. Mtrs. Net Built-up [Residential 2375 sq.mtr. + Commercial adm. 179.74 sq. mtr. Built-up & Others 0.00 sq.mtr. Only], [As Per Concept of Unified Development Control & Promotional Regulation]**. The Promoter have disclosed the **Floor Space Index of 1.5** as proposed to be utilized by them on the project land in the said Project and Allottee/Purchaser(s) has/have agreed to purchase the said Flat/Shop based on the proposed construction and sale of Flat /Shop to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

The Promoter has disclosed the **Floor Space Index of 1.5** as proposed to be utilized by them on the project land in the said Project and Allottee/Purchaser(s) has/have agreed to purchase the said Flat /Shop based on the proposed construction and sale of Flat /Shop to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

{ii} If any increase in FSI Before completion of construction work of building by paying premium or additional charges to The CIDCO of Maharashtra Ltd. as per Unified Development Control Promotion Regulation for Maharashtra State than the Promoter will be at liberty to amend modified the building plans to consume the entire F.S.I. of Plot by constructing additional area and floors to proposed building. The Allottee/Purchasers of units/flats will not have any objection for same. Provided The Promoter shall have obtain prior consent in writing of the Allottee/Purchasers in respect of variations and modification which may adversely affect the Flat/Shop of Allottee/Purchaser except any alteration or addition required by any Government Authorities or due to change in law.

DELAY CHARGES/INTEREST & TERMINATIO OF AGREEMENT:

6){i} If the Promoter fails to abide by the time schedule for completing the project and handing over the Flat/Shop to the Purchaser, the Promoter agrees to pay to the Purchaser, who does not intend to **withdraw from the project, interest as specified in the Rule [at the rate] @ which shall be the State Bank of India highest marginal cost**

of lending Rate Plus Two [2%] on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession.

6(ii) The Purchaser agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due & payable by the Purchaser to the Promoter under terms of this Agreement from the date the said amount is payable by the Allottee Purchaser[s] to the Promoter and Original Licensees /Confirming Party. **Subject to maximum @ State Bank of India highest Marginal Cost of lending Rent Plus 2% [As Per Order]. {AS Per Order}**

6(iii) Without prejudice to the right of Promoter to charge interest in term of Sub Clause No. 6(i) above, on the Purchaser committing default in payment of due date of any amount due and payable by the Purchaser to the Promoter under this Agreement [including his/her/their proportionate share of taxes, levied by concerned local authority and other outgoings] and on the Purchaser committing three [03] defaults of payment of installments, the Promoter shall at their own option, may terminate this Agreement.

Provided that, Promoter shall give notice of Fifteen [15] days in writing to the Purchaser by Registered Post AD at the address provided by the Purchasers and mail at the e-mail address provided by the Purchaser of his/her/their intention to terminate this Agreement and of the Specific Breach or Breaches of terms & conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Purchaser [subject to adjustment and recovery of any agreed liquidated damage or any other amount which may be payable to Promoter **within a period of Forty Five [45] days of the termination, the installments of sale consideration of the Flats which may till then have been paid by the Allottee/Purchaser to the Promoter and Original Licensee/Confirming Party, in case of delay in refund the payment of purchasers with in Forty Five [45] days than Purchasers entitled for interest for period delayed @State Bank of India highest Marginal Cost of lending Rent Plus 2%.**

7. The fixture & fittings with regards to flooring and sanitary fittings and amenities like one or more lift with particular brand to be provided by the Promoter in the Flat/Shop and the said building are those that are set out in the **“Third Schedule” [List of Amenities Annexure “C”]** mentioned hereunder.

HANDING OVER OF POSSESSION WITH IN TIME LINE AS PER MAH. RERA [NOT NEGOTIABLE CLAUSE] :

8. **The Promoter shall hand over possession of the Flat /Shop to the Purchaser on or before 31st day of December 2025 if the Promoter fails or neglects to give possession by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottees the amounts already received by him in respect of the Unit /Flat with interest at the same rate as may mentioned in the clause 6.1 herein above from the date the Promoter received the sum till the date the amounts & interest thereon is repaid. Provided however, Provided that Promoter shall be entitled to extension of time as per Mah. RERA for giving delivery of the said Premises on the Possession Date, if completion of the Project is delayed on account of any or all of the following factors (force majeure events):-**

- {a} War, Civil Commotion & Act of God of the Project;
- {b} Any Notice, Order, Rule, Notification of The Government and/or Other Public or Competent Authority /Court.

It is further clarified that in the event Promoter obtains the Occupation Certificate in respect of the said Premises and Promoter offers the Allottee to take possession of the said Premises prior to the Possession Date, then in such case the Allottee agrees that Promoter shall be entitled to demand the outstanding instalments of the Sale Consideration and Allottee agrees and undertakes to pay the same, without any delay and/or demur.

9.1 **PROCEDURE FOR TAKING OVER OF POSSESSION:**

The Promoter upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee/Purchaser as per the agreement shall offer in writing the possession of the Flat/Shop to the Allottee/Purchaser in terms of this Agreement to be taken within Fifteen [15] days from the date of issue of such notice and the Promoter

shall give possession of the Flat/Shop to the Allottee/Purchaser. The Promoter agrees and undertakes to indemnify the Allottee/Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee/Purchaser agree(s) to pay the maintenance charges as determined by the Promoter or association of Allottee/Purchasers, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee/Purchaser(s) in writing within Seven [07] days of receiving the occupancy certificate of the Project.

9.2. The Allottee/Purchaser shall take possession of the Flat/Shop within Fifteen [15] days of the written notice from the Promoter to the Allottee/Purchaser intimating that the said Flat/Shop are ready for use and occupy:

9.3. **FAILURE OF ALLOTTEE/PURCHASER TO TAKE POSSESSION OF [FLAT/SHOP]** : Upon receiving a written intimation from the Promoter as per Clause 8.1, the Allottee/Purchaser shall take possession of the Flat/Shop from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Flat/Shop to the Allottee /Purchaser. In case the Allottee/Purchaser fails to take possession within the time provided in clause 9.1 such Allottee/Purchaser shall continue to be liable to pay maintenance charges as applicable.

REPAIR/REMOVAL OF CONSTRUCTION DEFECTS :

9.4 **If within a period of Five [05] years from the date of handing over the Flat/Shop to the Allottee/Purchaser, the Allottee /Purchaser brings to the notice of the Promoter any structural defect** in the Flat/Shop or the building in which the Flat/Shop is 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/her/their own cost and in case it is not possible to rectify such defects, then the Allottee /Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

9.5 **INSURANCE OF PROJECT:** The Promoter shall be responsible to at his own cost to keep the said project adequately insured covering risks such as fire, flood, earthquake, storm tempest, aircraft collision, riot, sabotage etc. The cost of such insurance premium for First Five [05]

Years from issuance of Occupancy Certificate shall be borne by the Promoter, shall use the compensation, claim amount to repair, damages, renovate the defects of building as per **The Real Estate Regulation and Development Act, 2016 alongwith Maharashtra Rules and Regulations, 2017** and after completion of period of Five [05] Years, the society/association of Flat/Shop Purchaser/s shall liable to pay amount of insurance premium for the same so that same to be remain insured for further period.

USE OF FLATS & CAR PARKING SPACE:

10. The Allottee/Purchaser shall use the Flats or any part thereof or permit the same to be used only for purpose of *residence/shop for carrying on any lawful business. (*strike of which is not applicable) and He/She/They shall use the parking space only for purpose of keeping or parking vehicle within the allotted & marked portion.

FORMATION REGISTRATION OF SOCIETY AND CONVEYANCE OF PROPERTY :

11{i}. **As soon as more than Fifty One [51]% of total numbers of units/flats soldout by Promoter and Agreement of same registered with the concerned Sub Registrar of Assurances,** the Promoter of the Project shall take immediate steps to form & register the Co-Operative Society of units/flats Purchasers as per the Provision & Section 6, 8 & 9 of The Maharashtra Co-Operative Societies Act, 1960 OR The Limited Company as per Section 08 of The Companies Act 2013 as amended and the Allottee/Purchasers herein alongwith other Allottee/Purchasers of Flats in the building shall join informing and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven [07] days of the same being forwarded by the Promoter to the Allottee/Purchaser, so as to enable the Promoter to register the common organization/Society of Allottee /Purchaser. No objection shall be taken by the Allottee/Purchaser 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 maybe, or any other Competent Authority.

(ii) The Promoter shall within Three[03] Months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title & interest of the Vendors/Lessors/Original Owners/Promoter and/or the Owners in the said structure of the Building or Wing in which the said Unit/Flat is situated.

PAYMENT OF OUTGOING & OTHER CHARGES :

12. Within Fifteen [15] days after notice in writing is given by the Promoter to the Allottee/Purchaser that the Flats is ready for use & occupancy, the Allottee/Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flats /Shops of outgoings/maintenance in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee/Purchaser shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee/Purchaser further agrees that till the Allottee /Purchaser's share is so determined **the Allottee/Purchaser shall pay to the Promoter provisional monthly contribution of Rs. _____/- per month towards the outgoings at a time in advance for _____ [_____] months while taking over possession and same to be counted/calculated from date of occupancy certificate granted to Building.** The amounts so paid by the Allottee/Purchaser to the Promoter will not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

PAYMENT OF OTHER CHARGES :

13. The Allottee/Purchaser shall on or before delivery of possession of the said premises keep deposited with the Promoter, the Charges towards:-

- (i) Rs. 600/- for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
- (ii) Rs. As Per Demand/- for Formation and Registration of the Society or Limited Company/Federation/ Apex body.
- (iii) Rs. As Per Demand/- for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/Apex body
- (iv) Rs. As Per Demand/- deposit towards provisional monthly contribution towards outgoings of Society or Limited Company /Federation/Apex body.
- (v) Rs. As Per Demand/- For Deposit towards Water, Electric, and other utility and services connection charges.
- (vi) Rs. As Per Demand/- for Deposits of electrical receiving and Sub Station provided in Layout

PAYMENT OF LEGAL CHARGES FOR THE DOCUMENTS :

14. The Allottee/Purchaser 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.

PAYMENT OF STAMP DUTY & REGISTRATION OF CONVEYANCE IN FAVOUR OF SOCIETY [NOT NEGOTIABLE CLAUSE AS PER RERA ORDER NO.38/2022] :

15. The Promoter shall after registration of the Society or Association or Limited Company, **as aforesaid, cause to be transferred all the right, title and the interest to the society or Limited Company with in Three [03] months from occupancy certificate issued by the Town Planning Department of The CIDCO of Maharashtra Ltd./PMC or any other competent authority. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee /Purchaser shall pay to the Promoter, the Allottee/Purchasers' share of Stamp Duty & 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 and Land to be executed in favour of the Apex Body OR Federation.**

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

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

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

[ii] The Promoter has lawful rights & requisite approvals from the competent authorities to carry out development of the project and shall obtain requisite approvals from time to time to complete the development of the project.

[iii] There are no encumbrances upon the project land or the project except this disclosed in the title report;

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

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

[vi] The Promoter have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title & interest of the Purchaser created herein, may prejudicially be affected.

[vii] The Promoter has not entered in to 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 Flats which will, in any manner, affect the rights of Purchaser under this Agreement.

[viii] The Promoter confirms that the Promoter are not restricted in any manner whatsoever from selling the said Flats to the Purchaser in the manner contemplated in this Agreement.

ix. At the time of execution of the conveyance deed of the structure to the association of Allottee/Purchasers the Promoter shall handover lawful, vacant, peaceful, physical possession of the common are as of the Structure to the Association of the Allottee/Purchaser's;

x. The Promoter have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities, till the possession of the Flats is handed over/Occupancy Certificate whichever is earlier.

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

17. THE ALLOTTEES/PURCHASERS WITH INTENTION TO BRING ALL PERSONS INTO WHOSOEVER HANDS THE FLATS MAY COME, HEREBY COVENANTS WITH THE PROMOTER AS FOLLOWS:-

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

ii. Not to store in the Flats 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 Flats 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 stair cases, common passages or any other structure of the building in which the Flats is situated, including entrances of the building in which the Flats is situated and in case any damage is caused to the building in which the Flats is situated or the Flats on account of negligence or default of the Allottee/Purchaser in this behalf, the Allottee /Purchaser shall be liable for the consequences of the breach.

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

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

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

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

vii. Pay to the Promoter within fifteen [15] days of demand by the Promoter, his/her/their 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 Flats is situated.

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

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

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

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

18. **SEPARATE ACCOUNT/MAINTAIN FOR OTHER CHARGES:**

The Promoter shall maintain a separate account in respect of sums received by the Promoter from the **Allottee/Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which he has been received.**

19. **OWNERSHIP RESTRICTED TO ALLOTTED FLATS :**

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flats or of the said Building or any part thereof. The Allottee /Purchaser shall have no claim save and except in respect of the Flats hereby agreed to be sold to his/her/him and all open spaces, open parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the

Society/Limited Company or other body and until the project land is transferred to the Apex Body/Federation as hereinbefore mentioned.

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

After the Promoter executes this Agreement they shall not mortgage or create a charge on the *[Flats] 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 /Purchaser who has taken or agreed to take such [Flats].

21. **REIMBURSEMENT OF PAYMENTS OF ADDITIONAL GOVERNMENT DEMAND DUE TO CHANGE IN POLICY OR INTRODUCTION NEW POLICY :**

Over and above the consideration and other amounts payable by the Allottee/Purchaser, the Allottee/Purchaser hereby agree that in the event of any amount becoming payable by way of levy or Premium, Taxes, Cess, Fees, Service charges, ALP, Etc., after the date of this Agreement to the PMC/CIDCO of Maharashtra Ltd./PMC and other concerned local authorities or to the State/Central Government or in the event of any other payment for a similar nature becoming payable in respect of the said Property and/or in respect of the various premises to be constructed thereon, the same shall be paid by the Promoter, however, the same would be reimbursed by the Allottee /Purchaser to the Promoter in proportion of the area of the said Flats to the total area of all the premises being constructed as a part of the Proposed Building on the said Property.

22. **WATER SUPPLY :**

The Allottee/Purchaser is/are further made aware that potable water supply is provided by the CIDCO of Maharashtra Ltd./PMC and other concerned government authorities and shall be made available to the said Proposed Building as per the supply received from such authorities. It is clarified that the Promoter have not represented to the Allottee/Purchaser or undertaken to the Allottee/Purchaser that such water supply is assured, as the same is subject to availability and supply from the concerned authorities.

23. **PROMOTER CONTRIBUTION TOWARDS UNSOLD FLATS :**

It is also agreed and understood that the Promoter shall only pay proportionate charges towards Property tax, Service Charges, Sinking Fund, Insurance Charges, NA Tax, Lease Rent as per actuals for Flats lying vacant & unsold Flats in the said Building. However the Promoter

shall not pay the proportionate charges for water, common electricity, contribution towards repair and maintenance funds, expenses on repair and maintenance of the lifts including charges for running the lifts, car parking, non-occupancy charges or any other charges. However if the Promoter gives the Flats on lease/license than they shall pay all the proportionate charges as paid by all other Flats Allottee/Purchasers.

24. Further the Promoter and the Allottee agree that the Promoter can sell the premises in the said Project to any prospective buyer and such prospective buyers will become the member of the said Body /Society without paying any transfer premium or any other charges to the said Society/Condominium except the amount of Share Capital of Rs.500/- and Entrance Fees of RS.100/-.

25. The Allottee/Purchaser is/are aware that only on the basis of and relying on the representations, assurances, declarations, covenants and warranties made by him/her/them herein, the Promoter has/have agreed to and is/are executing this Agreement and Allottee/Purchaser hereby agree/s to indemnify and keep indemnified the Promoter absolutely and forever from and against all and any damage or loss that may be caused to the Promoter including interalia against and in respect of all actions, demands, suits, proceedings, penalties, impositions, losses, damages, costs, charges and expenses, that may be caused to or incurred, sustained or suffered by the Promoter by virtue of any of the aforesaid representations, assurances, declarations, covenants and warranties made by the Allottee/Purchaser being untrue and/or as a result of the Promoter entering in to this Agreement and/or any other present/future writings with the Allottee/Purchaser and/or arising there from.

26. **TRANSFER OF FLATS DURING PERIOD OF CONSTRUCTION /BEFORE OCCUPANCY OBTAINED:**

If the Allottee/Purchaser, before being put in possession of the said Flats, desire/s to sell or transfer his/her/their interest in the said Flats or wishes to transfer or give the benefit of this Agreement to other person/s, the same shall be done only after the Allottee /Purchaser obtain/s the prior written permission of the Promoter on their behalf. **In the event of the Promoter granting such consent, the Allottee /Purchaser shall be liable to and shall pay 5% of the aggregate consideration to the Promoter** such sums as the Promoter may in its absolute discretion determine by way of the transfer charges and administrative and other costs /charges, expenses pertaining to the

same PROVIDED HOWEVER that such transferee/s /assignee/s of the Allottee/Purchaser shall always be bound and liable by the terms, conditions and covenants hereof and on the part of the Allottee /Purchaser to be observed, performed and complied with. All the provisions of this Agreement shall ipso facto and automatically apply mutatis mutandis to such transferee/s /assignee/s also.

27. All obligations of the Allottee/Purchaser and covenants made by the Allottee/Purchaser herein shall be deemed to be obligations and/or covenants, as the case may be, running with immovable property and the observance, performance and compliance with such obligations and/or covenants shall be the responsibility of all persons into whose hands the said Flats may come.

28. Notwithstanding anything contained herein, the Promoter shall, in respect of any amount remaining unpaid by Allottee /Purchaser under the terms of this Agreement, have a first lien and charge on the said Flats agreed to be purchased by the Allottee /Purchaser hereunder.

29. **NO WAIVER OF TERMS:**

Any delay or indulgence shown by the Promoter in enforcing the terms of agreement or any forbearance or giving of time to the Allottee /Purchaser shall not be constructed as a waiver on the part of the Promoter or any breach or non-compliance of any of the terms & conditions of this Agreement by the Allottee/Purchaser nor shall the same in any manner prejudice any rights of the Promoter hereunder or in law.

30. **BINDING EFFECT:**

Forwarding this Agreement to the Allottee/Purchaser by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/Purchaser until, firstly, the Allottee /Purchaser execute/signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within thirty (30) days from the date of receipt by the Allottee /Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee /Purchaser fails to execute & deliver to the Promoter this Agreement within thirty (30) days from the date of its receipt by the Allottee/Purchaser 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/Purchaser for rectifying the default, which if not rectified within fifteen (15) days from the date of its receipt by the Allottee/Purchaser, application of the Allottee/Purchaser shall be

treated as cancelled and all sums deposited by the Allottee/Purchaser in connection therewith including the booking amount shall be returned to the Allottee/Purchaser without any interest or compensation whatsoever.

31. 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 Flats /Plot/Building, as the case may be.

32. RIGHT TO AMEND:

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

33. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENT ALLOTTEES/PURCHASERS:

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/Purchasers of the [Flats /Plot], in case of a transfer, as the said obligations go alongwith the [Flats/Plot] for all intents and purposes.

34. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules & 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.

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

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

36. 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.

37. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through his/her/its authorized signatory at the Promoter Office or at some other place, which may be mutually agreed between the Promoter and the Allottee/Purchaser, in after the Agreement is duly executed by the Allottee/Purchaser 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 has/have been executed at New Panvel, Navi Mumbai, Tal. Panvel, Dist. Raigad, Maharashtra.

38. REGISTRATION OF AGREEMENT:

The Allottee/Purchaser and Promoter or their authorized signatory or power of attorney 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 Allottee/Purchaser and Promoter or their authorized signatory or power of attorney will attend such office and admit execution thereof.

39{i}. SERVICE NOTICE :

That all notices to be served on the Allottee/Purchaser and the Promoter as contemplated by this Agreement shall be deemed to has /have been duly served if sent to the Allottee/Purchaser or the Promoter by Registered Post A.D/UPC/COURIER at the address referred hereinabove and the notified Email ID _____ & Email ID _____ of parties.

{ii} INCASE OF CHANGE OF ADDRESS:

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

40. **JOINT ALLOTTEE/PURCHASERS**

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

41. **PAYMENT OF STAMP DUTY AND REGISTRATION:-**

Any charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee/Purchaser.

42. **DISPUTE RESOLUTION:-**

All or any disputes arising out of or touching upon or in relation to the terms & conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights & obligations of the parties shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Real Estate [Regulation & Development] Act, 2016, Rules and Regulations, thereunder.

43. **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 District Courts at Alibaug, Raigad District and its Appellate Court only will have the jurisdiction for this Agreement**

THE SCHEDULE ABOVE REFERRED TO
THE FIRST SCHEDULE

All that piece and parcel of land bearing **Plot No. 184, Sector-23, Village/Site Ulwe, Navi Mumbai, Tal. Panvel, Dist. Raigad of 12.5% Scheme, containing by adm. 649.68 sq.mtrs.** and bounded as follows that is to say:

On or towards North by : Plot No. 185 & 186
On or towards South by : 15.0 Mtr. Wide Road
On or towards East by : Plot No. 189 & 190
On or towards West by : 15.0 Mtr. Wide Road

THE SECOND SCHEDULE

Flat bearing No. 702, on 7TH Floor, having a Carpet area adm 27.054 sq.mtr. including Internal Walls [As Per Mah. RERA & Approved Building Plan] and in addition to same other approved area attached to the Flat is Non Accessible Chajja adm. _____ sq.mtr., Usable Projected Balcony area adm. ___ sq.mtr., Enclose Balcony Area ___ sq.mtr., Natural Terrace adm. sq.mtr. & Service Slab area adm. _____ sq.mtr., in the Building known as "TIRUPATI CORNER", Situated at Plot bearing No.184, Sector-23, Ulwe, Navi Mumbai, Tal. Panvel, Dist. Raigad

THE SCHEDULE OF COMMON AREA

1. Staircase
2. Lobby/Passage
3. Lift Room, Electric Room, Pump Room, Society Office
4. Open Compound Area
5. Top Floor Terrace of Building

THE THIRD SCHEDULE - ANNEXURE "C"

LIST OF AMENITIES FOR FLATS

WALLS

- External walls of 6" thick Brick Work with 2 coats of Sand Faced Plaster
- Internal Partition Walls of 4" thick Brick Work with cement plaster on each side & Gypsum Finish

PAINTING

- Internal good quality Acrylic Emulsion Paint for the Entire flat
- Externally good quality Acrylic Paint

DOORS

- Wooden Door frames for all doors
- Granite Door Frame for all the doors of Bath & WC and aluminium framed backlit sheet door
- Laminate Finish Main Door & Internal Flush Doors

WINDOWS

- Anodized aluminum sliding windows with mosquito net
- Granite Sill for all windows of Bath & WC

KITCHEN

- Granite kitchen platform with S.S. Sink and Full wall Ceramic Tiles on all internal walls
- Ample Light Points
- Provision for Exhaust Fan
- Provision for Water Purifier

BATH & WC

- Concealed Plumbing Work with Good Quality Bathroom Fittings
- Hot & Cold Diverter in Bathroom
- Wall Tiles upto Ceiling Level
- Good quality aluminum louvers in Bath & WC
- Provision for Exhaust Fan
- Provision for Geyser
- Good quality Sanitary Ware

FLOORING

- 32" x 32" good quality vitrified tiling in Living room, Bedroom & Kitchen
- 24" x 24" Anti Skid Tiling in Bath & WC
- Water proofing on Terrace with China Chip Finish
- Good quality tiling in Entrance Lobby and Passage area
- Green Marble or Equivalent in Staircase

ELECTRIFICATION

- Concealed Wiring of ISI mark quality with circuit breakers and latest electrical switches
- Ample Light Points in the Entire Flat
- Ample Light Points in Parking and Passage area

COMMON AMENITIES

- CCTV Surveillance with 24 hrs uninterrupted recording
- Society Office
- High Speed Elevator of Reputed Make with Automatic Rescue Device
- Earthquake Resistant R.C.C structure

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

SIGNED SEALED AND DELIVERED

by the within named "THE PROMOTER"

SHRI. RAMESHBHAI VALLABHABHAI PATEL

INCOME TAX PERMANENT A/C. NO. AAFPP7015F

is also Proprietor of

M/S. R. S. ENTERPRISES [Proprietary Firm]

in the presence of

SIGNED SEALED AND DELIVERED

by the within named "PURCHASER/S"

MR. AJAY BALAJI AMBILPURE

INCOME TAX PERMANENT A/C NO. BYUPA4819G

AADHAR CARD NO. 9932 3785 6834

in the presence of

MR. BALAJI RANGRAO AMBILPURE

INCOME TAX PERMANENT A/C NO. BGWPB0221M

AADHAR CARD NO. 7374 1928 1824

in the presence of

R-E-C-E-I-P-T

Dated: ____ /04/2024

Received of and from **MR.AJAY BALAJI AMBILPURE AND MR. BALAJI RANGRAO AMBILPURE**, the PURCHASER'S sum of **Rs.1,00,000/- [Rupees ONE LAKH ONLY]** on or before the execution of Agreement to Sale being the part payment towards sale of **Flat bearing No. 702, on 7TH Floor, having a Carpet area adm. 27.054 sq.mtr. including Internal Walls [As Per Mah. RERA & Approved Building Plan] and in addition to same other approved area attached to the Flat is Non Accessible Chajja adm. _____ sq.mtr., Usable Projected Balcony area adm. __ sq.mtr., Enclose Balcony Area __ sq.mtr Natural Terrace adm. sq.mtr. & Service Slab area adm. _____ sq.mtr, in the Building known as "TIRUPATI CORNER", Situated at Plot bearing No.184, Sector-23, Ulwe, Navi Mumbai, Tal. Panvel, Dist. Raigad. The said payment made as under:**

Sr. No.	Date	Cheque No.	Drawn on	Amount
1.	12/04/2024	NEFT	STATE BANK OF INDIA	1,00,000/-
2.				
			TOTAL	1,00,000/-

I SAY RECEIVED
Rs. 1,00,000/-

SHRI. RAMESHBHAI VALLABHABHAI PATEL
is also Proprietor of
M/S. R. S. ENTERPRISES [Proprietary Firm]

LIST OF ANNEXURE

- ❖ **Annexure “A”** - Schedule of Payment

- ❖ **Annexure “B”** – Advocate Title Certificate

- ❖ **Annexure “C”** – List of Amenities

- ❖ **Annexure “D”** – Commencement Certificate
/Amended Commencement Certificate

- ❖ **Annexure “E”**– Floor Plan

- ❖ **Annexure “F”** – Registration Certificate of The Real
Estate [Regulation & Development Act

ANNEXURE "A"
PAYMENT SCHEDULE OF FLAT

Sr. No.	Particulars of work	%
1)	As Earnest Money at the time of booking	10%
2)	After execution & registration of Agreement for Sale	20%
3)	On Completion of Plinth & Foundation work	15%
4)	On Completion of First Slab	4%
5)	On Completion of Second Slab	4%
6)	On Completion of Third Slab	4%
7)	On Completion of Fourth Slab	4%
8)	On Completion of Fifth Slab	3%
9)	On Completion of Sixth Slab	2%
10)	On Completion of Seventh Slab	2%
11)	On Completion of Eighth Slab	2%
12)	On Completion of Internal Plaster, Brick Work, Doors Frame & Windows Frame	5%
13)	On Completion of External Plaster, Lift, Lobbies upto the Floor Level	5%
14)	On Completion of External Plumbing & Elevation, Terrace with Water Proofing, Flooring & Windows	5%
15)	On Completion of Lifts, Water Pumps, Electric Fittings, electro, Sanitary Fittings, Mechanical & Environment requirements, entrance lobby/s, plinth protection, paving or areas appertain & all other requirements	10%
16)	On Possession upon receipt of Occupancy Certificate	5%
	Total	100%

PAYMENT SCHEDULE OF SHOP

Sr. No.	Particulars of work	%
01	As Earnest at the time of booking	20%
02	On completion of Plinth/Foundation & Plinth work	25%
03	On completion of 1 st slab work	25%
04	On completion of Brick Work	10%
05	On completion of plastering work	10%
06	On completion of Tiling, Shatter, plumbing & electric wiring	8%
07	On Possession	2%
	TOTAL	100%