

Agreement Value : Rs. _____/--
Carpet Area : 26.789 Sq. Mtrs.
Flat No. : 201
Building Type : G+4

AGREEMENT FOR SALE

THIS AGREEMENT made and entered into at Navi Mumbai on this _____ day of _____ **2024**, **BETWEEN Shri. Kiran Gajanan Naik** age **47** years, (**Having PAN No. ADWPN1685K**) Indian Inhabitant, residing at- House No – 1205, Shivkrupa Niwas, Panjarpol Road, Near MSEB Office, Tapal Naka, Old Panvel - 410206, hereinafter called as **‘The Developer/ Promoter’** (Which expression shall unless it be repugnant to the context or meaning there of be deemed to mean and include his/their heirs, executors, administrators and assigns) of the **ONE PART**.

AND

MR.PALASH RAVINDRA WAGHMARE (Having PAN No. ADBPW4313Q), adult, Indian Inhabitant, having address at **Rajendra Nagar, Tumsar, Bhandara-441912** hereinafter called ‘**The Allottee/Purchaser/s**’ (Which expression shall unless it be repugnant to the context or meaning thereof be deed to mean and include his/her/their heirs, executors, administrators and assigns) of the **OTHER PART**.

AND

Shri. Pankaj Raghunath Koli (Having PAN No. BGVPK4146B) age 38 Years, Indian Inhabitant, residing at – Kombadbhuje, Post – Ulwe, Tal. Panvel, Dist. Raigad, through his Power of Attorney Holder **Shri. Kiran Gajanan** , residing at- House No – 1205, Shivkrupa Niwas, Panjarpoli Road, Near MSEB Office, Tapal Naka, Old Panvel – 410206., hereinafter called ‘**The Confirming Party / The Co-Promoter**’ (Which expression shall unless it be repugnant to the context or meaning thereof be deed to mean and include his heirs, executors, administrators and assigns) of **THIRD PART**.

AND WHEREAS the Corporation, as a part of the development of Navi Mumbai, has decided to establish an international Airport namely “Navi Mumbai International Airport” with the approval of the State and Central Government.

AND WHEREAS except for land(s) already in possession of the Corporation, the remaining private land(s), required for the Project, were notified for acquisition before 01/01/2014 under the erstwhile Land Acquisition Act 1894 (hereinafter referred to as the “**LA ACT,1894**”) by the State Government.

AND WHEREAS the Right to Fair Compensation and Transparency in Land Acquisition Rehabilitation and Resettlement Act 2013 (hereinafter referred to as the “**LARR ACT,2013**”) came into force w.e.f. 01/01/2014 replacing the LA Act 1894. Although the land for the Project was notified under the LA Act 1894, awards under section 11 of the LA Act, 1894 have not been declared for certain lands as on 01/01/2014. Therefore as per S.24 of the LARR Act 2013, the determination of compensation for such lands shall be conformity with the LARR Act, 2013.

AND WHEREAS pursuant to Section 108(1) and 108(2) of the LARR Act 2013, the State Government vide Govt. Resolution Urban Development Dept. No. CID-1812/CR-274/UD-10 dtd. 1st March 2014 (hereinafter referred to as the **G.R. dated 01/03/2014**) has, in lieu of monetary compensation, provided for higher and better compensation in the form of developed plots to the land owners, whose lands are to be acquired for the Project. Accordingly, the Corporation is obliged to allot a plot to the Land owner concerned if he has opted for compensation in the form of development plot in lieu of monetary compensation.

AND WHEREAS the House structures owned by **Shri. Pankaj Raghunath Koli** (therein mentioned as “**Original Lessee**” & herein mention as the **Confirming Party**) situated at - **Kombadbhuje**, Tal. Panvel, Dist-Raigad was notified for acquisition under the Land Acquisition Act. The Confirming Party has opted for a developed plot in lieu of monetary compensation. The State Govt. vide Govt. Resolution of Urban Development Dept. No. CID-1812/CR-274/UD-10 dtd. 1st March 2014 (hereinafter referred to as the “**G.R. dated 01/03/2014**”) has taken the decision to grant plots and other benefits to the concerned structure owners for their resettlement as a Special Case. In accordance with the Govt. Resolution Revenue and Forest Dept. No.

RPA-2014/CR-52/R-3 dtd. 25th June 2014 (hereinafter referred to as the **G.R. dated 25/06/2014**”). As per G.R. dated 25/06/2014 the plots are allotted by the Corporation as per the applicable provisions of G.R. dated 01/03/2014 G.R. dated 28/05/2014 and as per circular issued by the Corporation bearing No. “CIDCO/Vya. Sa./Aa. Vi. Ta./2014” dated 19/09/2014 and as determined by the District Rehabilitation Officer Raigad, with the approval of the Collector Raigad, or as per the award declared by the Deputy Collector (land Acquisition) as the case may be.

AND WHEREAS the CIDCO Ltd. vide its **Allotment Letter** reference No. सिडको / आंवित / पुनःस्थापना / तरघर / कोंबडभुजे /964 dated **27/11/2015** has allotted **Plot No. 127** in **Sector- 25A, Pushpak (Vahal)**, Tal-Panvel, Dist-Raigad, area adm. about **400 Sq. Mtrs.** (hereinafter referred to as “**Said Plot**”) to the Confirming Party as per **CIDCO File No. KOM- ICOGD-299A.**

AND WHEREAS CIDCO Ltd. executed **Agreement to Lease** dated **23/08/2018** to & in favor of the Confirming Party for the purpose of residential cum commercial use for proper premium of **Rs. 60/- (Rupees Sixty Only)** and has handed over the physical possession of the Said Plot to the the Confirming Party. The said **Agreement to Lease** dated **23/08/2018** is duly registered on **27/08/2018** vide **Registration Receipt No. 13171** and **Document Sr. No. PVL2-11315-2018.** The details of the Said Plot is specified in the **First Schedule** herein under attached.

AND WHEREAS due to some financial problems & lack of knowledge in regard to construction work Confirming Party has decided to hand over the development rights of the said plot to some Developer whose work is going on in that area.

AND WHEREAS The Developer whose work is going on in that area approached Confirming Party and shown his ready & willingness to develop the said plot on 50:50 basis i.e. The Developer has to bear and pay all the expenses and charges for construction and development of the said plot in all respect and in return to that 50% of the constructed area will go to The Developer & 50% of the constructed area will remain with the Confirming Party as a owner of the Said Plot.

AND WHEREAS as per the agreed terms between the parties Confirming Party handed over the development rights in respect of the Said Plot to & in favor of **Shri. Kiran Gajanan Naik** i.e. The Developer herein & accordingly **Development Agreement** dated **22/10/2018** was executed between The Developer & the Confirming Party . The Said Development Agreement was registered at **Sub Registrar Office Panvel-3, vide Document Sr. No. PVL3-11781-2018 & Registration Receipt No. 14222** dated **22/10/2018**.

AND WHEREAS the Confirming Party also issued **Power of Attorney** (कुलमुखत्यारपत्र) in favor of The Developer for doing all work in respect of the said Plot & also for selling the flats which comes to the share of The Developer. The Said Power of Attorney is registered at **Sub Registrar Office Panvel-3, vide Document Sr. No. PVL3-11782-2018 & Registration Receipt No. 14223** dated **22/10/2018**.

AND WHEREAS The Developer has appointed **Mr. Amit Mhatre** as the **Architect & Vastukalp** as a structural engineer for the preparation of the structural design and drawings of the buildings. The Developer has entered into a Agreement with an Architect registered with the Council of Architect and such Agreement is as per the Agreement prescribed by the Council of Architects.

AND WHEREAS The Developer has submitted his plans for the construction of a **residential-cum-commercial** building on the said

plot and subsequently the CORPORATION has issued **Commencement Certificate** on **23/05/2019** vide their letter bearing **Ref. No. CIDCO/ BP- 16584/ TPO (NM&K) /2019 /4674** for commencing construction on the Said Plot as per the plans and specifications approved by the Town Planning Authorities.

AND WHEREAS the Town Planning Authority granted Commencement Certificate, therefore the Confirming Party & The Developer has further separated their respective additional shares & in respect of their Supplementary Agreement dated **22/08/2019** was execute between the Confirming Party & Developer which is duly registered with **Sub-Registrar Panvel-2** on **22/08/2019** with **Registration Receipt No.12863** & Document Serial No. **PVL2-11097-2019**.

AND WHEREAS the Confirming Party decided to transfer their 50% undivided share of the Said Plot to & in favor of Developer& the remaining 50% undivided share of Confirming Party will remain with themselves only and accordingly a **Tripartite Agreement** dated **27/01/2022** has been executed between CIDCO Ltd. of ONE PART, the Confirming Party of SECOND PART and Developer as a THIRD PART and there by CIDCO Ltd. has transferred the 50 % undivided share of the Said Plot in the name of Developer/ Joint Promoter. The said Tripartite Agreement dated **27/01/2022** is duly registered on **27/01/2022** vide Registration Receipt No. **1534** & its Document Sr. No. **PVL 5-1421-2022**.

AND WHEREAS after registration of Tripartite Agreement dtd. **27/01/2022** CIDCO Ltd. finally transferred the 50% undivided share of the Said Plot in the name of Developer and such **Final Letter Ref. No.** सिडको / अमुभूवभूअ/ नमुआवि / कोंबडभुजे / **ICOGD- 299/ 2022/ 148** dated

22/02/2022 is issued by the CIDCO Ltd. to Developer & Confirming Party.

AND WHEREAS The Developer completed the construction on the Said Plot as per the approved Plan & obtained the **Occupancy Certificate** vide **Ref. No. CIDCO/BP-16584/TPO(NM &K)/2019/10906** dated **14/07/2023** issued by the Planning authorities.

AND WHEREAS the Confirming Party & The Developer has duly separated their respective flats which comes to their respective share & mentioned in the Supplementary Agreement as per Annexure 'A' attached to the Supplementary Agreement. It is also decided by the parties that in respect of the Flats / Shops which come to share of **Shri. Kiran Gajanan Naik**; the party of the Third Part i.e. **Shri. Pankaj Raghunath Koli** will sign as a Confirming Party in the agreement for sale to be executed in respect of their Flats / Shops to avoid technical problems and in the same way in respect of Flats / Shops which come to share of **Shri. Pankaj Raghunath Koli**; the party of the First Part i.e. **Shri. Kiran Gajanan Naik** will sign as Developer / Promoter to the Agreement for Sale to the respect of Said Flat/Shop.

AND WHEREAS as mutually decided between the parties **Shri. Pankaj Raghunath Koli** is signing on the present agreement as a Confirming Party and thereby confirming transaction in respect of flat/shop mentioned in the present agreement.

AND WHEREAS as per the Supplementary Agreement The Developer & the Confirming Party has sole and exclusive right to sale the Flats/Shops which comes to their respective shares as mentioned in **Annexure 'A' of Supplementary Agreement** dated **22/08/2019** & to receive the sale price in respect thereof.

AND WHEREAS The Developer has got verified the title of the said Land/Plot from **Ushique Alam** an Advocate annexed hereto is a copy of the Title Certificate as **Annexure "B"**

AND WHEREAS The building being constructed on the said plot is known as **“ARYAN ADVIK VILLA”**.

AND WHEREAS the Promoter have registered the project under the provisions of The Real Estate (Regulation And Development) Act with the Real Estate Regulatory Authority at **Mumbai No P52000022273**; authenticated copy is attached in **Annexure "C"**.

AND WHEREAS the Allottee/Purchaser demanded from The Developer and The Developer has given inspection to the Allottee/Purchaser of all the documents of title relating to the said plot, and the plan, designs and specifications prepared by the **“ARCHITECTS”** and such other documents as are specified under the New RERA Act 2016 (hereinafter referred to as **“THE SAID ACT”**) and the rules made there under. The Allottee/Purchaser have satisfied themselves about the Title of The Developer to the said Land/plot and declares that they shall not be entitled to raise any objection or requisition to the same or any matter relating to title or otherwise whatsoever.

AND WHEREAS as per Annexure ‘A’ mentioned in the Supplementary Agreement, **Flats No.201, 2nd Floor, admeasuring about 26.789 Sq. Mtrs.usable Carpet area as per RERA Act & Terrace Area NA Sq. Mtrs.** in the building known as **“Aryan Advik Villa”** constructed on **Plot No. 127, Sector – 25A, at Pushpak (Vahal), Tal. Panvel, Dist-Raigad,** comes to the share of the Developer/Joint Promoter therefore Developerhas all rights to sell the said Flats / Shops to the Allottee/Purchaser & the Confirming Party/Promoter is also confirm for the same.

AND WHEREAS the Allottee/Purchaser have agreed for purchasing the said **Flats No.201, 2nd Floor, admeasuring about 26.789 Sq. Mtrs. usable Carpet area as per RERA Act & Terrace Area NA Sq. Mtrs.** in the building known as “**Aryan Advik Villa**” constructed on **Plot No. 127, Sector – 25A, at Pushpak (Vahal),** Tal. Panvel, Dist-Raigad (Hereinafter referred to as the "**Said Premises**") for a total consideration of **Rs. _____** /-(Rs.

_____ **Only**) and the Allottee/Purchaser hereby entitled to utilize the area of enclosed Balcony, Cupboard, Flower bed & Service Slab within the said flat.

AND WHEREAS the carpet area of the said Flats / Shops is Sq. Mtrs. and “carpet area” means the net usable floor area of the Flats / Shops , excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flats / Shops for exclusive use of the Allottee/Purchaser or verandah area and exclusive open terrace area appurtenant to the said Flats/Shops for exclusive use of the Allottee/Purchaser, but includes the area covered by the internal partition walls of the Flat/Shop.

AND WHEREAS under section 13 of the said Act The Developer is required to execute a written Agreement for Sale of said Flat/Shop with the Allottee/Purchaser, being in fact these presents and also to register said Agreement under the Registration Act 1908.

AND WHEREAS in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, The Developer hereby agrees to sell and the Allottee/Purchaser hereby agrees to purchase the Flats / Shops and covered parking.

AND WHEREAS the parties relying 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 inter into this Agreement on the terms and conditions appearing hereinafter.

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

1. The Developer/Joint Promoter shall construct the said building/s consisting of ground Floor, and 4 upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that The Developer shall have to obtain prior consent in writing of the Allottee/Purchaser in respect of variations or modifications which may adversely affect the Flat/Shop of the Allottee/Purchaser except any alteration or addition required by any Government authorities or due to change in law.

1.a (i) The Allottee/Purchaser hereby agrees to purchase from The Developer and The Developer hereby agrees to sell to the Allottee/Purchaser Flats No.201 of the type ofcarpet area admeasuring 26.789 sq. metres on 2nd floor in the building “**Aryan Advik Villa**” /wing (hereinafter referred to as “the Flats / Shops ”) as shown in the Floor plan thereof hereto annexed and marked **Annexure “C”** for the consideration of **Rs./- (RupeesOnly)** including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **Second Schedule** annexed herewith.

(ii) The Allottee/Purchaser hereby agrees to purchase from The Developer and The Developer hereby agrees to sell to the

Allottee/Purchaser covered parking spaces bearing Nos _____ situated at _____ Basement and/or stilt and /or podium being constructed in the layout for the consideration of Rs./- (Rupeesonly

1(b) The total aggregate consideration amount for the Flats / Shops including covered parking spaces is thus **Rs./- (Rupeesonly)** & the total amount mentioned above has to be paid by the Allottee/Purchaser in the following manner.

i. Rs. (Rupees.....only) has been paid as booking amount/part consideration for the purchase of the Said Flats / Shops at the time of execution & registration of present Agreement.

ii. Balance consideration amount of Rs...../- (Rupees..... Only) has to be paid within 60 days from the date of execution & registration of present agreement.

Note :- As the entire construction on the said plot is already completed & Occupancy Certificate is already issued by the Planning authorities to the said Project therefore the payment schedule as per the RERA Act is not applicable & the entire consideration amount is due & payable as per the terms set out hereinabove.

TIME BEING ESSENCE OF CONTRACT, this Agreement will stand automatically cancelled if the Allottee/s' fails to make the payment within time.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter/Developer by way of Value Added Tax,

Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter/Developer GST as applicable from 01/07/2017) up to the date of handing over the possession of the Flat/Shop.

The Allottee/Purchaser shall pay and bear all the following Charges, Deposits and Expenses to the Promoter/Developer as and when demanded:

- Legal and document charges at the time of execution of this Agreement.
- Charges for valuation report, if required.
- Water resource development charges and Development charges of CIDCO.
- Co-operative Society/ Condominium of Apartments /Limited Company formation/ registration charges.
- Water and Drainage connection deposit and meter charges or any other charges imposed by the CIDCO/ NMMC or other Government authority.
- Electricity connection, meter deposit, MSEB service charges, cable charges and transformer.
- Property Tax from the date of Possession of said Flat/Shop.
- Service Tax, VAT Tax, LBT OR Cess, GST or any other taxes or charges levied by the state or Government authorities.
- CIDCO Transfer Charges.
- Any other charges, taxes and expenses levied by the Government authorities.

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other

increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter/Developer undertakes and agrees that while raising a demand on the Allottee/Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter/Developer shall enclose the said notification order rule/regulation published issued in that behalf to that effect along with the demand letter being issued to the Allottee/Purchaser, which shall only be applicable on subsequent payments.

- 1(f) The Promoter/Developer may allow in its sole discretion, a rebate for early payments of equal installments payable by the Allottee/Purchaser by discounting such early payments @ _____% per annum for the period by which the respective installment has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/Purchaser by the Promoter/Developer.
- 1(g) The Promoter/Developer shall confirm the final carpet area that has been allotted to the Allottee/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 percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter/Developer. If there is any reduction in the carpet area within the defined limit then The Developer shall refund the excess money paid by Allottee/Purchaser within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/Purchaser. If there is any increase in the carpet area allotted to Allottee/Purchaser, the

Promoter/Developer shall demand additional amount from the Allottee/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 1(a) of this Agreement.

- 1(h) The Allottee/Purchaser authorizes the Promoter/Developer 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/Developer may in its sole discretion deem fit and the Allottee/Purchaser undertakes not to object/demand/direct the Promoter/Developer to adjust his payments in any manner.
- 1(i) The Allottee/s hereby agree and undertake to pay each and every installment within 15 (Fifteen) days of the respective due dates as mentioned in this Agreement. Without prejudice to the above, if the Allottee/s fail to make the payment within a period of 15 (fifteen) days or levies mentioned in the demand letters/emails, then and in such an event, the Allottee/s agree to pay to the Promoter interest on all the amounts outstanding under the terms of this Agreement, at the rate of the State Bank of India Highest Marginal Cost of Lending Rate plus 2% and for continued default beyond a period of 30 days penal interest rate as charged by SBI shall be payable in addition to the aforesaid rate on the principal and interest amount due, till such time that the payments are made. It is specifically agreed that the amount received by the Promoter will be first appropriated towards interest receivable by the Allottee/s.
- 1(j) If Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings), the Allottee/s agrees to pay interest to the Promoter at the rates prescribed under the RERA Rules or at 18% per annum if rates

are not prescribed, on all the amounts, which become due and payable by the Allottee/s to the Promoter under the terms of this Agreement from the date the said amount is payable/due by the Allottee/s 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. The Promoter is not liable to refund the taxes and other statutory charges collected from the Allottee/s notwithstanding termination of the Agreement. The Promoter may at its own option also approach the authority under RERA for seeking appropriate order for cancellation of this Agreement.

- 1(k) The Promoter shall in respect of any amounts remaining unpaid by the Allottee/s under the terms and conditions of this Agreement have a first lien and charge on the said Premises agreed to be purchased by the Allottee/s.

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

- 2.2 Time is essence for the Promoter/Developer as well as the Allottee/Purchaser. The Promoter/Developer shall abide by the time schedule for completing the project and handing over the Flat/Shop to the Allottee/Purchaser and the common areas to the association of the Allottee/Purchaser after receiving the occupancy certificate or the completion certificate or both, as the

case may be. Similarly, the Allottee/Purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter/Developer as provided in clause 1 (c) herein above. (“Payment Plan”).

- 3 The Developer hereby declare that the Floor Space Index available in respect of the said Plot is 1.50 with 15 % commercial utility. The Developer has obtained the sanction from CIDCO for Residential/Commercial use. The Developer has reserved their right to utilize such permissible FSI for commercial purposes as per rule, as they may deem fit and necessary. The Allottee/Purchaser shall not be entitled to object for such commercial utilization by The Developer in any manner whatsoever. The Developer has represented to the Allottee/Purchaser that no part of the said FSI has been used/utilized or will be utilized by The Developer elsewhere for any purpose whatsoever save/except global FSI of the reserved plots or set back area of the said plot. In case while developing the said plot, if The Developer has utilized FSI of any other Plot by way of floating F.S.I. then The Developer shall disclose the particulars of such FSI to the said Co-op Society in which the Allottee/Purchaser shall be admitted as the member thereof.

- 4.1 If the The Developer fails to abide by the time schedule for completing the project and handing over the Flat/Shop to the Allottee/Purchaser, the Promoter/Developer agrees to pay to the Allottee/Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee/Purchaser for every month of delay till the handing over of the possession. The Allottee/Purchaser agrees to

pay to the Promoter/Developer interest as specified in the Rule on all the delayed payment which become due and payable by the Allottee/Purchaser to the Promoter/Developer under the terms of this Agreement from the date the said amount is payable by the Allottee/Purchaser to the Promoter/Developer.

- 4.2 Without prejudice to the right of The Developer to charge interest in terms of sub clause 4.1 above, on the Allottee/Purchaser committing default in payment on due date of any amount due and payable by the Allottee/Purchaser to the Promoter/Developer under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/Purchaser committing three defaults of payment of installments, the Promoter/Developer shall at his own option may terminate this Agreement:

Provided that, Promoter/Developer shall give notice of fifteen days in writing to the Allottee/Purchaser by Registered Post AD at the address provided by the Allottee/Purchaser and mail at the e-mail address provided by the Allottee/Purchaser 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/Purchaser fails to rectify the breach or breaches mentioned by the Promoter/Developer within the period of notice then at the end of such notice period, the Promoter/Developer shall be entitled to terminate this Agreement.

Provided further that, upon termination of this Agreement as aforesaid, the Promoter/Developer shall refund to the Allottee/Purchaser (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to The Developer) within a period of thirty days of the termination, the installments of sale consideration of the

Flat/Shop which may till then have been paid by the Allottee / Purchaser to the Promoter/Developer.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand or price range (if unbranded) to be provided by the Promoter/Developer in the said building and the Flat/Shop as are set out in **Annexure 'C'** annexed hereto.
6. The Promoter/Developer shall give **possession** of the Flat/Shop to the Allottee/Purchaser on or before _____. If the Promoter/Developer fails or neglects to give possession of the Flat/Shop to the Allottee/Purchaser on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter/Developer shall be liable on demand to refund to the Allottee/Purchaser the amounts already received by him in respect of the Flat/Shop with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter/Developer received the sum till the date the amounts and interest thereon is repaid.

Provided that, the Promoter/Developer shall be entitled to reasonable extension of time for giving delivery of Flat/Shop on the aforesaid date, if the completion of building in which the Flat/Shop is to be situated is delayed on account of –

- (i) War, civil commotion or act of God;
- (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- (iii) The Promoter shall not be liable and/or responsible to pay for any loss, damage, injury or delay due to any cause beyond their control which took place or occurred on

account of any cause of reason beyond their control and/or under force majeure conditions as well as man-made conditions including Novel Corona Virus (Covid19), systematic liquidity crisis, earthquake, cyclone, floods, typhoon, tsunami, strike, lockout, out-burst of explosion, fire, riots, civil commotion, act of war, terrorist attacks, regulatory delays, non-receipt of occupancy certificate without any delay attributable to the Promoter, any act of nature or any other act, which is not due to the negligence of the Promoter.

- 6.1 The Allottee/s shall, after receipt of possession of the said premises, not demolish or cause to be demolished the same or any part thereof, nor at any time make or cause to be made addition or alteration of whatever nature in or to the said premises / building/s or any part thereof, nor shall make or cause to be made any alteration in elevation, flower bed, and outside colour scheme of the said building/s in which the said premises is situated including breaking of the walls, altering the situation of the bathroom, toilet, kitchen etc. The Allottee/s shall not carry out any act which may be violating FSI/TDR rules including enclosing of flowerbeds and/or drying spaces and/or cup-board area. Further, open balconies shall never be enclosed. The Allottee/s shall keep the portions, sewers, drain pipes in the said premises and appurtenances thereto in good tenantable repair and condition and in particular so as to support shelter and protect the other parts of the building/s in which the said premises is situated and shall not tamper with it in any manner and shall not chisel or in any other manner damage to the columns, beams, walls, slabs or RCC parrdis or other structural members in the said premises without the prior written permission of the Promoter and/or the Society and after taking permission from the local authority, if

applicable. The Promoter has provided MS grills outside every window, balconies, etc. of the premises. The Allottee/s shall not put grill of any other type on window, balcony, etc. of the said premises without obtaining permission in writing of the Promoter. It has been further agreed that in the event of Allottee/s committing default in observing the condition herein, then the Promoter / Society shall be entitled to rectify the same and restore the exterior of the building/s to its original conditions at the cost of Allottee/s and shall take appropriate legal action against him/her/them for such violations. The Promoter / Society shall not be liable or responsible for any loss or damages that may be suffered by the Allottee/s while restoring the exterior of the building/s to its original conditions.

- 7.1 **Procedure for taking possession:** The Promoter/Developer 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 3 (three months from the date of issue of such notice and the Promoter/Developer shall give possession of the Flat/Shop to the Allottee/Purchaser). The Promoter/ Developer 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/Developer. The Allottee/Purchaser agree(s) to pay the maintenance charges as determined by the Promoter/Developer or association of Allottee/Purchasers, as the case may be. The Promoter/Developer on its behalf shall offer the possession to the Allottee/Purchaser in writing within 7 days of receiving the occupancy certificate of the Project.

- 7.2 The Allottee/Purchaser shall take possession of the Flat/Shop within 15 days of the written notice from the Promoter/Developer to the Allottee/Purchaser intimating that the said Flat/Shop are ready for use and occupancy:
- 7.3 **Failure of Allottee/Purchaser to take Possession of [Flat/Shop]:** Upon receiving a written intimation from the Promoter/Developer as per clause 7.1, the Allottee/Purchaser shall take possession of the Flat/Shop from the Promoter/Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter/Developer 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 7.1 such Allottee/Purchaser shall continue to be liable to pay maintenance charges as applicable.
- 7.4 If within a period of five years from the date of handing over the Flat/Shop or from the date of Occupancy Certificate to the Allottee/Purchaser, the Allottee/Purchaser brings to the notice of the Promoter/Developer any structural defect in the Flat/Shop or the building in which the Flat/Shop are situated or any defects on account of workmanship, quality or provision of service, then wherever possible such defects shall be rectified by the Promoter/Developer at his 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/Developer, compensation for such defect in the manner as provided under the Act.

Provided that, If any structural defects of workmanship quality or provision of service is discovered under the provisions of MOFA and RERA, then, wherever possible, such defects shall be rectified by the Promoter at their own cost. This warranty is

applicable only if after occupying the Premises, the Allottee maintains the Premises in the same condition as it was handed over to him/her/them by the Promoter. In case the Allottee makes any changes like shifting of the walls, doors, windows and their grills, bedrooms, kitchen, bathrooms, enclosing balconies flower bed, extending rooms, changing flooring, 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/Flat/Shop or damaging the stability of the structure of the building/Flat/Shop , 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 neighbor's Premises or common area by drilling or hammering etc. and (iv) Does not follow the conditions mentioned in the maintenance manual and/or generally accepted maintenance protocol, the aforesaid warranty given by the Promoter shall not be invocable.

8. The Allottee/Purchaser shall use the Flat/Shop or any part thereof or permit the same to be used only for purpose of *residence/office/ show-room/shop/godown for carrying on any industry or business. (*strike of which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle.
9. The Allottee/Purchaser along with other Allottee/Purchaser(s) of Flat/Shop in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter/Developer may decide and for this

purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter/Developer within seven days of the same being forwarded by the Promoter/Developer to the Allottee/Purchaser, so as to enable the Promoter/Developer to register the common organization 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 may be, or any other Competent Authority.

- 9.1 The Promoter/Developer shall within three months of registration of the Society or Association or Limited Company, as aforesaid cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter/Developer and/or the owners in the said structure of the Building or wing in which the said Flat/Shop is situated.
- 9.2 The Promoter/Developer shall within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid or within three months from Occupancy Certificate whichever is earlier cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter/Developer and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.3 Within 15 days after notice in writing is given by the Promoter/Developer to the Allottee/Purchaser that the Flat/Shop is ready for use and occupancy, the Allottee/Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat/Shop/Office) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee/Purchaser shall pay to the Promoter/Developer 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/Developer provisional monthly contribution of **Rs./-** per month towards the outgoings. The amounts so paid by the Allottee/Purchaser to the Promoter/Developer shall not carry any interest and remain with the Promoter/Developer 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/Developer to the Society or the Limited Company, as the case may be.

10. The Allottee/Purchaser shall on or before delivery of possession of the said premises keep deposited with the Promoter/Developer, the following amounts:-
- (i) For share money, application entrance fee of the Society or Limited Company/Federation/Apex body.
 - (ii) For formation and registration of the Society or Limited Company/Federation/Apex body.
 - (iii) For proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/Apex body.
 - (iv) For Deposit towards provisional Monthly contribution towards outgoings of society or Limited Company/ Federation/Apex Body.
 - (v) For Deposit towards Water, Electric, and other utility and services connection charges.
 - (vi) For Deposit of electrical receiving and sub-station provided in layout.
11. The Allottee/Purchaser shall pay to the Promoter/Developer a sum of **Rs.**/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter/Developer in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee/Purchaser shall pay to the Promoter/Developer the Allottee/Purchaser's share of stamp duty and registration charges payable by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building/wing of the building. At the time of registration of conveyance or lease of the project land, the Allottee shall pay to the Promoter/Developer, the Allottee's share of stamp duty and registration charge payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Plot to be executed in favour of the Apex Body or Federation.

13. **Representations and Warranties of The Developer:**

The Developer hereby represents and warrants to the Allottee/Purchaser as follows:

- i. The Promoter/Developer has clear and marketable title with respect to the project land as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter/Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter/Developer 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/Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/Purchaser created herein, may prejudicially be affected;
- vii. The Promoter/Developer has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Flat/Shop which will in any manner affect the rights of Allottee/Purchaser under this Agreement;
- viii. The Promoter/Developer confirm that the Promoter/Developer is not restricted in any manner whatsoever from selling the said [Flat/Shop] to the Allottee/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/Developer shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Allottee/Purchasers;

- x. The Promoter/Developer has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
 - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter/Developer in respect of the project land and/or the Project except those disclosed in the title report.
14. The Allottee/Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Flat/Shop may come hereby covenants with the Promoter/Developer as follows:-
- i. To maintain the Flat/Shop at the Allottee/Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Flat/Shop is taken and shall not do or suffer to be done anything in or to the building in which the Flat/Shop is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat/Shop is situated and the Flat/Shop itself or any part thereof without the consent of the local authorities, if required.
 - ii. Not to store in the Flat/Shop any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the

building in which the Flat/Shop is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat/Shop is situated, including entrances of the building in which the Flat/Shop is situated and in case any damage is caused to the building in which the Flat/Shop is situated or the Flat/Shop 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 own cost all internal repairs to the said Flat/Shop and maintain the Flat/Shop in the same condition, state and order in which it was delivered by the Promoter/Developer to the Allottee/Purchaser and shall not do or suffer to be done anything in or to the building in which the Flat/Shop is situated or the Flat/Shop which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/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 Flat/Shop or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat/Shop or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat/Shop is situated and shall keep the portion,

sewers, drains and pipes in the Flat/Shop and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat/Shop is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat/Shop without the prior written permission of the Promoter/Developer and/or the Society or the Limited Company.

- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat/Shop is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat/Shop in the compound or any portion of the project land and the building in which the Flat/Shop is situated.
- vii. Pay to the Promoter/Developer within fifteen days of demand by the Promoter/Developer, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat/Shop is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed

by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat/Shop 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 Flat/Shop until all the dues payable by the Allottee/Purchaser to the Promoter/Developer 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 Flat/Shop 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 and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Flat/Shop in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xi. Till a conveyance of the structure of the building in which Flat/Shop is situated is executed in favour of Society/Limited Society, the Allottee/Purchaser shall

permit the Promoter/Developer and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

Xii. Till a conveyance of the project land on which the building in which Flat/Shop is situated is executed in favor of apex Body of federation, the allottee shall permit the Builder/Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

xiii. The Allottee/s shall not affix or raise any JALLI, GRILL, ENCLOSURE, etc. at or about any place of the said Premises.

xiv. The Allottee/s shall not disturb the existing glass, wall elevation for making the provision for the air conditioner and they shall always use split air conditioner without disturbing the outside glass, wall elevation, etc.

15. The Promoter/Developer shall maintain a separate account in respect of sums received by the Promoter/Developer 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 they have been received.

15A. In case the transaction being executed by the agreement between the promoter and the allottee is facilitated by a Registered Real

Estate Agent, all amounts (including taxes) agreed as payable remuneration / fees / charges for services / commission / brokerage to the said Registered Real Estate Agent, shall be paid by the Promoter/Developer & Allottee/Purchaser both, as the case may be, in accordance with the agreed terms of payment.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat/Shop or of the said Plot and Building or any part thereof. The Allottee/Purchaser shall have no claim save and except in respect of the Flat/Shop 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/Developer until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

17. **Developer Shall Not Mortgage or Create A Charge:**

After the Promoter/Developer executes this Agreement he shall not mortgage or create a charge on the Flat/Shop 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 [Flat/Shop].

18. **Binding Effect:**

Forwarding this Agreement to the Allottee/Purchaser by the Promoter/Developer does not create a binding obligation on the part of the Promoter/Developer or the Allottee/Purchaser until, firstly, the Allottee/Purchaser 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/Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter/Developer. If the Allottee/Purchaser(s) fails to execute and deliver to the Promoter/Developer this Agreement within 30 (thirty) 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/Developer then the Promoter/Developer shall serve a notice to the Allottee/Purchaser for rectifying the default, which if not rectified within 15 (fifteen) 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.

19. Entire Agreement:

This Agreement along with its schedules and annexure 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 Flat/Shop /Shop/plot/building, as the case may be.

20. Right to Amend:

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

21. Provisions of This Agreement Applicable To Allottee/Purchaser / Subsequent Allottee/Purchaser:

- i. 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/Purchaser of the Flat/Shop /Shop, in case of a transfer, as the said obligations go along with the Flat/Shop for all intents and purposes.
- ii. The Allottee/s and the person/s to whom the said premises is let, sublet, transferred assigned or given possession of (after prior written permission of the Promoter) shall from time to time sign all applications papers and documents and do all such acts, deeds and things as the Promoter and/or the Society may require for safe guarding the interest of the Promoter and/or the other premises holders in the said building/s

22. Formation of Final body/co-op.housing Society of Purchasers.:-
The Owner/Developer/Promoter shall on execution of registered agreement for sale by 51% purchasers and/or from obtaining Occupancy Certificate in respect of the said Building, from there within the period of 3 months, shall form a co-operative housing society governed by the provisions of the Maharashtra Co-operative societies act 1960 or such other body as may be deemed fit by the owners/Promoters and Owner/Promoter of which all the purchasers of property shall be bound to become and be admitted as members.

22A. The Promoter shall within three months of obtaining Occupancy Certificate and /or formation of co-operative housing society, as aforesaid, cause to execute a Lease Deed or Deed of Assignment or Conveyance Deed in favor of the co-operative housing society

or Limited Company for the period of 60 years. (As mentioned in the agreement of lease executed on **23/08/2018**.)

23. Severability:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

24. 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 Flat/Shop to the total carpet area of all the Flat/Shop in the Project.

25. 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.

26. Place of Execution:

The execution of this Agreement shall be complete only upon its execution by the Promoter/Developer through its authorized signatory at the Promoter/Developer's Office or at some other place, which may be mutually agreed between the Promoter/Developer and the Allottee/Purchaser, in Navi Mumbai after the Agreement is duly executed by the Allottee/Purchaser and the Promoter/Developer 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 Navi Mumbai.

27. The Allottee/Purchaser and/or Promoter/Developer 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/Developer will attend such office and admit execution thereof.

28. The parties hereby specifically agreed that, whatever the Government charges mentioned herein payable for share money, society formation charges, conveyance charges etc. payable by the Allottee/Purchaser are mentioned in the present agreement as per the present rules. These rules can be changed & the charges may be revised & the Allottee/Purchaser agreed to pay such revised charges from time to time.

29. That all notices to be served on the Allottee/Purchaser and the Promoter/Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/Purchaser

or the Promoter/Developer by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee/Purchaser : MR.PALASH RAVINDRA WAGHMARE

(Allottee/Purchaser' s Address) : **Rajendra Nagar, Tumsar, Bhandara-441912**

Notified Email ID: _____

Developer:

Shri. Kiran Gajanan Naik

Address :

House No – 1205, Shivkrupa Niwas, Panjarpoli Road, Near MSEB Office, Tapal Naka, Old Panvel - 410206

Notified Email ID: _____

It shall be the duty of the Allottee/Purchaser and the Promoter/Developer 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/Developer or the Allottee/Purchaser as the case may be.

30. Joint Allottee/Purchasers:

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

31. Stamp Duty and Registration: - The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee/Purchaser.
32. 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 Mumbai Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
33. If any portion of the said plot of the said Plot is acquired or notified to be acquired by the Government, or any other public body or authority, the Promoter shall be entitled to receive all the benefits in respect thereof and/or the compensatory F.S.I. or all other benefits in respect thereof. The Promoter shall also be entitled to use any additional F.S.I. or additional construction that may be permitted by the local body or concerned authority on the said Plot for any reason whatsoever including F.S.I. in respect of any adjoining or neighboring plot/property and/or by way of benefits as incremental FSI/T.D.R. or otherwise howsoever. Save and except as stated elsewhere in this Agreement, such additional structure and storeys will be the sole property of the Promoter who will be entitled to deal with, dispose off and sell the same in any way it chooses and the Allottee/s hereby irrevocably consent/s to the same. Under the circumstance aforesaid, the Allottee/s shall not be entitled to raise any objection to or any abatement in price of the said premises agreed to be acquired by him/her/them and/or for any compensation or damage on the ground of inconvenience or any other ground whatsoever. It is further agreed and confirmed by the Allottee/s that the Assignment or other Deeds, Documents or Instruments of Transfer for the purpose of transfer of the said plot of the said Plot and the building/s to be constructed thereon to be executed to and in favour of the Society or Limited Company or

Association or Condominium as the case may be in pursuance hereof shall incorporate clause for reserving the Promoter's right to the future F.S.I. as aforesaid and the Allottee/s shall not take or have any objection to the same.

34. The Promoter shall not be liable to share, contribute and pay the maintenance charges, electricity charges and water charges in respect of the unsold Flat/Shop s, etc. The Promoter will bear and pay proportionate property tax, if any, payable in respect of unsold Flat/Shop s, etc. and nothing else in respect thereof. Upon formation of the Society or like association, company, the Promoter shall be made the member of the Society in respect of unsold Flat/Shop s. Furthermore, upon such formation of the Society or like association, there will be no transfer charges in respect of the unsold Flat/Shop being sold to third party by the Promoter except the entrance fee and share transfer fee totaling to Rs.600. This is one of the material clause of this Agreement, which the Allottee/s has/have agreed and confirmed to unconditionally.

35. **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 Vashi Court/Panvel Court will have the jurisdiction for this Agreement.

Note:-Since the Promoter/Developer already completed the construction & obtained the Occupancy Certificate from the appropriate authorities therefore the clauses of the present agreement as per the provisions of RERA relating the construction of the project, time frame, payment schedule, & procedure for possession is not applicable & shall be deemed to be duly complied by the Promoter/Developer as per Law.

FIRST SCHEDULE

THE DESCRIPTION OF THE PROPERTY

All the peace and parcel of land known as **Plot No. 127, Sector- 25A,** at **Pushpak (Vahal,** Tal. Panvel, Dist. Raigad, containing by admeasuring about **400 Sq. Mtrs.** or thereabout and bounded as follows.

On or towards the North by : 11.00 Mtrs. Wide Road

On or towards the South by : Plot No. 142 & 143

On or towards the East by : Plot No. 128

On or towards the West by : 9.00 mtrs. Wide Road

SECOND SCHEDULE

SPECIFICATION AND AMENITIES

- **RCC frame work i.e. slab columns & beams as per approved grade by architect.**
- **RCC Underground tank.**
- **RCC overhead tank.**
- **Compound wall height to be 4 fts.**
- **Decorative main building entrance, stair case lobby.**
- **External wall to be 6” thick**
- **2 coats of sand faced cement plaster on external wall with good quality sand.**
- **Internal wall to be 4” thick.**

- **Putty / Pop finish internal walls with primer emulsion paint.**
- **Apex paint for external walls.**
- **Concealed heavy gauge copper wiring with modular switches.**
- **Special Brickbat water proofing treatment**
- **Powder coated Aluminum sliding windows.**
- **Terrace flooring with china chips.**
- **Concealed plumbing with quality bathrooms fitting.**
- **Premium quality flooring for full flat.**
- **Black granite platform with SS Sink.**
- **Premium quality glazed tiles to kitchen and toilet.**
- **Decorative laminated flash main doors with wooden frames.**
- **Flash internal doors with wooden frame.**
- **Good quality fitting and fixtures.**
- **Composite sheet fitted aluminum doors for Bath & WC with marble molding frame.**

ANNEXURE "A"

(A) Flats which comes to the share of Shri. Kiran Gajanan Naik

Aryan Advik Villa, Plot No. 127 , Sector- 25A, Pushpak (Vahal)		
Sr. No.	Floor	Flat No.
1	2	201
2		202
3		203
6	3	301
7		302
8		303
9		304
10		305
11	4	404
12		405

Shops which comes to the share of Shri. Kiran Gajanan Naik

Sr. No.	Floor	Shop No.
1	GR	Shop No. 02
2		Shop No. 03

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their hands this day and year first hereinabove mentioned.

SIGNED, SEALED AND DELIVERED

By the within named **‘The Developer/ Joint Promoter/s’**

Shri. Kiran Gajanan Naik

In the presence of.....

- 1.
- 2.

SIGNED, SEALED AND DELIVERED

By the within named **‘The Allottee/Purchaser’**

MR.PALASH RAVINDRA WAGHMARE

.....

.....

In the presence of.....

- 1.
- 2.

SIGNED, SEALED AND DELIVERED

By the within named **'The Confirming Party / The Promoter'**

Shri. Pankaj Raghunath Koli

through his Power of Attorney Holder

Shri. Kiran Gajanan Naik

In the presence of.....

1.

2.

RECEIPT

RECEIVED amount of **Rs.** _____/- (**Rupees**
_____ **Only**) by
cheque from _____, the
Allottee/Purchaser/s being the part payment for the sale of **Flats/Shop**
No._____, _____ **Floor, admeasuring about** _____ **Sq.**
Mtrs. usable Carpet area as per RERA Act & Terrace
Area_____ **Sq. Mtrs.** in the building known as “**Aryan Advik**
Villa” constructed on **Plot No. 127, Sector- 25A, at Pushpak(Vahal),**
Tal. Panvel, Dist-Raigad.

Mode of Payments:

Sr. No.	Ch. No.	Date	Bank Name	Amount
			Total	

I/WE SAY RECEIVED

Rs. _____/-

Shri. Kiran Gajanan Naik

WITNESSES:-

1. _____

2. _____