

AGREEMENT FOR SALE
[AS PER MAHARERA]

THIS AGREEMENT is made and entered into at Taloja, Navi Mumbai, Tal. Panvel, Dist. Raigad on this ___ day of _____ 20___ BETWEEN **M/S. SHRI ASHTAVINAYAK ENTERPRISES [Partnership Firm]** registered under The Indian Partnership Act 1932, vide under **Registration Receipt Sr. No. MB000068230 dtd. 3rd December 2018,** having its registered Office address at **C-404, Citi Tower, Plot No. 55, Sector-15, C.B.D. Belapur, Navi Mumbai-400 614, Tal. & Dist. Thane, Maharashtra, India,** hereinafter for brevity's sake is called and referred to as "**THE DEVELOPERS/JOINT NEW LICENSEES**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its present & future Partner **their** heirs, executors, administrators and assigns) of the **FIRST PART.**

A N D

[1] **MR. JAYWANT YASHWANT KADAM,** [2] **MR. ANANT YASHWANT KADAM,** [3] **MR. RAJESH YASHWANT KADAM,** [4] **SMT. RAJASHRI RAMCHANDRA MORE,** all adults, Indian Inhabitants, **having address at Koyna Velhe, Tal. Panvel, Dist. Raigad-410 206, Maharashtra,** hereinafter referred to as the "**THE ORIGINAL/JOINT LICENSEES /CONFIRMING PARTY**" [which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include **their** heirs, successors, executors, administrators & assigns] of the **SECOND PART.**

A N D

MR. AMBUJ KHUNTIA (Having PAN No. AVUPK 2640 R) & MRS. ANUSUYA AMBUJ KHUNTIA (Having PAN No. COTPK 2642 R), an/both adults, Indian Inhabitants, **residing at FLAT NO. 404, PLOT NO 36, TALOJA PHASE 1, SEC 2, LAKSHYADEEP BLDG, TALOJA, DIST. RAIGAD, MAHARASHTRA 410208,** 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 **THIRD PART.**

BRIEF HISTORY OF ALLOTMENT OF PLOT :

WHEREAS The Corporation is the New Town Development Authority for the area designate as the site for the new towns of Navi Mumbai, as declared by Government of Maharashtra [hereinafter referred to as the "State Government"] in exercise of its powers under Subsection [1] and [3-A] of Section 113 of The Maharashtra Regional and Town Planning Act 1966 (Maharashtra Act No. XXXVII of 1966) (hereinafter referred to as the "MRTP ACT, 1966").

AND WHEREAS The State Government as per Section 113 [A] of The MRTP Act, 1966 acquired lands described therein and vested such lands in the Corporation for development and disposal.

AND WHEREAS THE CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED [CIDCO of Maharashtra Ltd.] under the **Application dtd. 29th December 2014** [received from Project affected Villagers] had allotted the **Plot No.87C, adm. 799.68 sq. mtrs., Sector-23, Taloja, Tal. Panvel, Dist. Raigad** under its 12.5% Scheme in the name of project affected and entitled Villagers as per **Computerised Draw held on 16th October 2021**, The CIDCO of Maharashtra Ltd. had made **Allotment on 8th February 2022, [Agreement ¼djki dzekad½ No.200469], vide under CIDCO File No.TL_1069/0000165319/2000469, Letter for same issued on 9th February 2022** and Letter of Possession ¼rkck ikorh½ issued vide bearing Ref. No.CIDCO/LAND/12.5%SCHEME/S.B.A./1069/TALOJA /2022 dtd.15th February 2022 & Demarcation Plan ¼flekadu udk'kk½ vide bearing Ref. No.CIDCO/LAND/12.5%SCHEME/1069/TALOJA /2022 dtd.15th February 2022 in the name of project affected Villagers /Applicants **[1] MR. JAYWANT YASHWANT KADAM, [2] MR. ANANT YASHWANT KADAM, [3] MR.RAJESH YASHWANT KADAM, [4] SMT. RAJASHRI RAMCHANDRA MORE.** Whereas on payment of Lease Premium of **Rs.5,76,569.28/- [Rupees Five Lakhs Seventy Six Thousand Five Hundred Sixty Nine & Twenty Eight Paise Only]** & Other Charges of **Rs.2,64,379.28/- [Rupees Two Lakhs Sixty Four Thousand Three Hundred Seventy Nine & Twenty Eight Paise]** including GST, The **Agreement to Lease executed on 15th February 2022** between **THE CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD.** (CIDCO of Maharashtra Ltd) the Licensors/Lessors Party of **ONE PART AND [1] MR. JAYWANT YASHWANT KADAM, [2] MR. ANANT YASHWANT KADAM, [3] MR.RAJESH YASHWANT KADAM, [4] SMT. RAJASHRI RAMCHANDRA**

MORE the Licensees Party of **OTHER PART** (more particularly as written in the schedule of property therein), and Licensees therein permitted to construct building thereon within available F.S.I (Floor Space Index) of Plot and additional FSI if any available on payment of cost premium for same. Whereas the said Agreement to Lease registered with the Concerned Sub Registrar of Assurances at Tal. Panvel, Dist. Raigad vide under **Registration Sr. No. PVL-2/2318/2022 dtd. 16th February 2022**. Copy of Letter of Allotment, Letter of Possession ¼rkck ikorh½ Demarcation Plan ¼flekadu udk'kk½, Registration Receipt & Index-II of Agreement to Lease enclosed herewith.

AND WHEREAS the Original Licensees due to no technical knowledge about construction and preoccupied with other work were unable to develop the said allotted plot by way of constructing building thereon, therefore have decided to develop the said allotted plot through experienced Developers, whosoever agree to develop the said plot entirely at his/her/their own cost & expenses and in consideration to the same Allottees/Licensees agreed to share the entire benefit of said plot & units of building to be constructed thereon in equal ratio i.e [50:50]. Whereas **M/S. SHRI ASHTAVINAYAK ENTERPRISES [Partnership Firm] through its Partners MR. JITENDRA RAMJIBHAI PATEL & SHRI. KHIMJIBHAI HIRJIBHAI PATEL,** have approached to the Allottees/Licensees and shown their keen interest & desire to develop the said plot on agreed terms & conditions, the Parties have entered in to **Memorandum of Understanding for Development Agreement ¼le>kSrK Kkiu@Hkq[kaM fodflr dj.;kpk djkjuek½** on _____ and as per the One of terms & conditions of MOU, it was agreed to transfer 50% [½ Share of Plot] undivided area out of allotted plot to the name of Developers being as Joint New Licensees with prior permission of The CIDCO of Maharashtra Ltd. Whereas Development Permission & Commencement Certificate to be obtained to their joint name. The construction work to be done/carried out by Developer at their cost as per approved plan and shall also to pay agreed premium amount to Owner/Licensees as per schedule for the transfer of one half [½] area Plot and Assignment of Development Right of Plot to Developers.

AND WHEREAS as per understanding the Original Licensees of plot had made an application to The CIDCO of Maharashtra Ltd. for its permission to assign, transfer of undivided **50% Share/area adm. 399.84 sq. mtr.** of said **Plot adm. 799.68 sq.mtr.** and all other right, title over the said plot in favour of **M/S. SHRI ASHTAVINAYAK ENTERPRISES [Partnership Firm] through its Partners MR.**

JITENDRA RAMJIBHAI PATEL & SHRI. KHIMJIBHAI HIRJIBHAI PATEL. The CIDCO of Maharashtra Ltd. on payment of transfer fees had granted the permission of transfer one half [½] area of the said plot and entered into **Tripartite Agreement on 29th March 2022** executed between **THE CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD.** (The CIDCO of Maharashtra Ltd.) the Licensors Party of First Part AND [1] **MR. JAYWANT YASHWANT KADAM, [2] MR. ANANT YASHWANT KADAM, [3] MR. RAJESH YASHWANT KADAM, [4] SMT. RAJASHRI RAMCHANDRA MORE,** the Original Licensees the Party of Second Part AND **M/S. SHRI ASHTAVINAYAK ENTERPRISES [Partnership Firm] through its Partners MR. JITENDRA RAMJIBHAI PATEL & SHRI. KHIMJIBHAI HIRJIBHAI PATEL,** the Joint New Licensees Party of Third Part. The Original Licensees had released, relinquished & transferred all their right, title & interest over the undivided one half [½] share/area of adm. 399.84 sq. mtr. of said allotted plot adm. 799.68 sq.mtr. in favour of the New Joint Licensees. The said Tripartite Agreement had been duly stamped & registered with the Concerned Sub Registrar of Assurances Panvel vide under **Registration Sr. No.PVL-2/4795/2022 dtd.29th March 2022.** The CIDCO of Maharashtra Ltd. on furnishing of registered Copy of Tripartite Agreement had transferred the said one half [½] area of Plot in the name of Joint New Licensees of **M/S. SHRI ASHTAVINAYAK ENTERPRISES [Partnership Firm]** & its Partners, vide through its Final Order **bearing No. CIDCO/ESTATE/SATYO/TALOJA/1069 /2022/314, dtd. 7th April 2022.**

AND WHEREAS the Original Allottees/Licensees & Joint New Licensees of plot have submitted the building plan through their **ARCHITECT M/S. ACKRUTI [ARCHITECTS & INTERIOR DESIGNER]** to The Town Planning Department of The CIDCO of Maharashtra Ltd. for its approval to Construct Residential Cum Mercantile Business [Commercial] Mixed Consist of Ground + Six [06] Floors whereas commencement certificate initially granted/issued for limited construction of Ground/Stilt and Two [02] 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.87C, adm. 799.68 sq. mtrs., Sector-23, Tal. Panvel, Dist. Raigad** and the same approved vide under **Commencement Certificate bearing No.CIDCO/BP-18252/TPO[NM&K]/2022/9996 dtd.12th January 2023** by The Associate Planner [BP]. The Town Planning Dept. of The CIDCO of

Maharashtra Ltd. had permitted to Construct Residential Cum Mercantile Business [Commercial] Mixed Building thereon by the Allottees/Licensees & Joint Licensees/Developers herein. Whereas The Original Allottees/Licensees & Joint New Licensees/Developers herein have Commenced the Construction Work of Building as per Approved Plan & Commencement Certificate issued 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 CIDCO of Maharashtra Ltd. The copy of the Development Permission & Commencement Certificate is annexed hereto and marked **Annexure "D"**.

AND WHEREAS due to change/increase in Floor Space Index [F.S.I] of Plot as per New Unified Development Control and Promotion Regulations for Maharashtra State [UDC&PR] and as per Application made for Additional FSI Over & above Base FSI have been made by Joint New Licensees of Plot, Whereas on payment of additional premium of **Rs.44,27,667/- [Rupees Forty Four Lakhs Twenty Seven Thousand Six Hundred Sixty Seven Only]** as demanded by the Concern Department of The CIDCO of Maharashtra Ltd., The **Modified Agreement executed on 31st July 2023 BETWEEN THE CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD.** (CIDCO of Maharashtra Ltd.) the Licensors Party of **FIRST PART** AND **[1] MR. JAYWANT YASHWANT KADAM, [2] MR. ANANT YASHWANT KADAM, [3] MR. RAJESH YASHWANT KADAM, [4] SMT. RAJASHRI RAMCHANDRA MORE AND M/S. SHRI ASHTAVINAYAK ENTERPRISES [Partnership Firm] through its Partners MR. JITENDRA RAMJIBHAI PATEL & SHRI. KHIMJIBHAI HIRJIBHAI PATEL,** therein referred to as **THE JOINT LICENSEES** of the OTHER PART, By executing said Modified Agreement, the Original FSI of said plot changed and Additional FSI of **1459.52 mtr. [439.93 Mtr As Per Premium FSI + BUA 1019.59 Mtr. As Per Ancillary FSI], Accordingly No Objection Certificate had been issued to avail Additional FSI over and above the Base FSI, Vide NOC dtd. 2nd June 2023.** The said Modified Agreement had duly stamped & registered with the Concerned Sub Registrar of Assurances Panel vide under **Registration Sr. No. PVL-3/14512/2023 dtd.7th August 2023.**

AND WHEREAS The Original Allottees/Licensees & Joint New Licensees have re submitted Amended/Modified Plan of building for its

approval as per available New Floor Space Index [FSI] of the plot and to utilize the increased benefit of FSI for its approval through their **ARCHITECT M/S. ACKRUTI [ARCHITECTS & INTERIOR DESIGNER]** 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, whereas as per New Amended Plan & Development Permission, the Numbers of Floor of Building increased from **1Ground/Stilt + Two [02] Upper Floor** to **1Ground Floor + Seven [7th] Upper Floor** 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-18252/TPO[NM &K]/2022 /11140 dtd.29th August 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 & annexed hereto marked **Annexure "E"**

AND WHEREAS Original Allottees/Licensees/Confirming Party herein of the said Plot have entered into an Agreement with the **ARCHITECT M/S. ACKRUTI [ARCHITECTS & INTERIOR DESIGNER]** as an Architect registered with the **Council of Architects having its Office at 4th Floor, City Tower, A Wing, Plot No. 55, Sector - 15, C.B.D. Belapur, Navi Mumbai, Tal. & Dist. Thane** 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 as per the Mutual Understanding for Development and Affidavit made for the Distribution of Commercial Units & Residential Flats recorded therein and Tripartite Agreement executed between them, Developers/Joint New Licensees herein are entitled & authorised to allot, sale the units/flats of its/their shares to any of the prospective purchaser of their choice & price and enter into Agreement for Sale as per Mah RERA in favour of Purchaser of the units/flats. The execution of said Agreement for Sale of Specific Flat of Developers Shares agreed to be confirmed by the Original Allottees/Licensees. In like manner Original Allottee/Licensee of said Plot are also entitle to allot,

sale the units/flats of their shares to any of prospective purchaser of their choice & price and enter in to Agreement for Sale as per Mah. RERA in favour of Purchasers of Units /Flat. The execution of said Agreement for Sale of specifics Flat of Original Licensees/Allottees of Plot share agreed to be confirmed by New Joint Licensees.

AND WHEREAS the Developers under the Confirmation of Original Licensees/Confirming Party herein have decided to allot, sale units/flats of their share in building to be constructed on the said plot to be known as **“VINAYAK CHHAYA”** consisting of **Ground/Stilt + Seven [07] Floor [Six {06} Shops on Ground Floor and [Fifty {50} Flats on First Floor 2 Flats & 2 Office & Second to Seven Floor, each Floor 8 Flats [50] Flats, i.e. together of [Fifty Eight {58} Units]**. The allotment, sale of Units/Flats to the prospective Purchasers 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 the Developers/Joint New Licensees and Original Licensees/Confirming Party 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 Developers/Joint New Licensees and Original Licensees /Confirming Party.

AND WHEREAS **the Purchaser/s demanded inspection of Document & Title from the Developers/Joint New Licensees and the Developers/Joint New Licensees have given inspection** to the Purchaser/s of all the documents of title relating to the said land/plot, **Letter of Allotment dtd.8th February 2022 issued on 9th February 2022, Letter of Possession dtd.15th February 2022, Agreement to Lease dtd.15th February 2022, Tripartite Agreement dtd.29th March**

2022, Modified Agreement dtd. 31st July 2023 plans, designs, specifications prepared by the Architects, Advocate Title Certificate, 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 Developers/Joint New Licensees have 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 Promoters 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 Promoters have 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 Promoters 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 Developers /Joint New Licensees for allotment on ownership basis of **Flat/Shop bearing No. 102 on 1ST Floor, having a Carpet area adm. 29.55 sq.mtr. [As Per Mah. RERA and Approved Building Plan] and in addition to same other approved area attached to the Flat is Balcony/Varandha area adm. 0.00 sq. mtr., Enclosed Balcony adm. 0.00 sq.mtr., Open Terrace/Service area adm. --- sq.mtr.** as per approved plan & Development Permission /Commencement Certificate issued for same by the concerned authority/Town Planning Authority of The CIDCO of Maharashtra Ltd.

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 are Varandha area, enclosed balcony and exclusive Open Terrace, 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 Developers/Joint New Licensees a sum of **Rs.3,00,000/- [Rupees Three Lakh Only]** being part payment of the sale consideration of the Flat/Shop agreed to be sold by the Developers/Joint New Licensees to the Allottees/Purchasers as advance payment [the payment and receipt whereof the Developers/Joint New Licensees doth hereby admit & acknowledged] and the Allottees/Purchasers has /have agreed to pay to the Developers/Joint New Licensees the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS the Owners/Allottees/Licensees/Co-Owners **[1] MR. JAYWANT YASHWANT KADAM, [2] MR. ANANT YASHWANT KADAM, [3] MR.RAJESH YASHWANT KADAM, [4] SMT. RAJASHRI RAMCHANDRA MORE** due to their non-availability are unable to

personally appear, to execute, to admit & to lodge the deeds & documents in respect of allotment, sale units/flats of building with the Concerned Sub Registrar of Assurances of Developers/Joint New Licensees, therefore they have appointed **MR. JITENDRA RAMJIBHAI PATEL & SHRI. KHIMJIBHAI HIRJIBHAI PATEL Partners of M/S. SHRI ASHTAVINAYAK ENTERPRISES [Partnership Firm]**, who is Developers/Joint New Licensees as their lawful Constituted Attorney under Irrevocable Power of Attorney **dtd.24th May 2022** and had been duly stamped & registered with the **Concerned Sub Registrar Assurances Panel vide under Registration Sr. No. PVL-2/7547/2022 dtd. 25th May 2022**. Copy of Irrevocable Power of Attorney enclosed herewith.

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

AND WHEREAS 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 Promoters as may fixed by the Govt. Authorities time to time.

AND WHEREAS the Developers/Joint New Licensees have registered the said project under The Provisions of **The Real Estate [Regulation & Development Act, 2016 with The Maharashtra Real Estate Regulatory Authority at Navi Mumbai No. P52000050503**. Copy of the Certificate is annexed hereto and marked **Annexure "G"**

AND WHEREAS under Section 13 of the said Mah. RERA Act the Developers/Joint New Licensees are 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 Promoters/Developers 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 Promoters have commenced the construction work of the Building/s consisting of [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 have 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 Developers/Joint New Licensees have 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 Developers/Joint New Licensees 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 Licensees & Original Licensees /Confirming Party hereby confirm 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

3[a]{i} The Allottees/Purchaser's herein has/have agreed to purchase, acquire from Developers/Joint New Licensees and the Developers /Joint New Licensees in confirmation of Original Licensees hereby agrees to allot, sell to the Allottees/Purchasers, **Flat/Shop bearing No. 102 on 1st Floor, having a Carpet area adm. 29.55 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 Terrace area adm. --- sq. mtr., Natural Terrace adm. --- sq. mtr. & Service Slab area adm. ---- sq. mtr., in the Building known as "VINAYAK CHHAYA", at Plot No.87C, Sector-23, Taloja, 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.33,00,000/- [Rupees Thirty Three Lakh Only] including Rs.0.00/- [Rupees ZERO Only] being 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 _____ & _____.** The Price of the Apartment/Flat including the proportionate price of common areas & facilities and parking space should be shown separately.

{ii} The Purchaser hereby agrees to Purchase from the Developers /Joint New Licensees and the Developers/Joint New Licensees hereby agrees to allot, sell to the Purchaser car parking spaces bearing No.NA, situate in Ground/Stilt/Open being constructed for the consideration of **Rs.0.00/- [Rupees ZERO Only]**

[b] The **total aggregate consideration amount for the Flat/Shop is thus of Rs. 33,00,000/- [Rupees Thirty Three Lakh Only].**

[c] The Purchaser/s has/have paid **Rs.3,00,000/- [Rupees Three Lakh Only]** on or before execution of these present being as part payment to Developers/Joint New Licensees, receipt for the said part payment hereby admits & acknowledged hereinafter separately and the Balance amount of sale consideration of sum of **Rs. 30,00,000/- [Rupees Thirty Lakh Only]** shall be paid in the following manner.

Sr. No.	Particulars of Work	%
1)	After registration of Agreement for Sale and on Commencement of Plinth Work	30%
2)	On Completion of Plinth & Foundation work	15%
3)	On Completion of All Slab Work [Schedule wise /Breakup given in Schedule of Payment]	25%
4)	On Completion of Walls, Internal Plaster, Flooring Doors & Windows	5%
5)	On Completion of Sanitary Fittings, Staircase, Lift Walls, Lobbies upto the Floor level	5%
6)	On Completion of External Plumbing & External Plaster, Elevation, Terrace, with Water Proofing	5%
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%
8)	On Possession upon receipt of Occupancy Certificate	5%
	Total Rs.	100%

Subject to the terms of the Agreement and the Developers /Joint New Licensees abiding by the construction milestones, the Allottees shall make all payments, on demand by the Developers /Joint New Licensees, 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 **M/S. SHRI ASHTAVINAYAK ENTERPRISES [Partnership Firm]** payable at Navi Mumbai, **A/C. No.002011300004953 Drawn on GP Parsik Sahakari Bank Ltd., Belapur Branch, IFS Code No. PJSB0000004.**

[d] **The Total price above excludes Taxes [Consisting of Tax paid or payable** by the Developers/Joint New Licensees by way of Good Service Tax [GST] OR Excluding 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 Developers/Joint New Licensees] up to the date of handing over of possession of the Flat/Shop.

[e] **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 Developers/Joint New Licensees 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 Developers/Joint New Licensees 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.

DISCOUNT/REBATE :

[f] The Developers/Joint New Licensees and Original Licensees /Confirming Party may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee(s) by discounting such early payments @ _____% (_____ Per cent) per annum for the period by which the respective instalment have been prepaid. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Developers/Joint New Licensees.

FINAL CARPET AREA :

[g] The Developers/Joint New Licensees and Original Licensees /Confirming Party 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 Developers/Joint New Licensees and Original Licensees /Confirming Party.** If there is any reduction in the carpet area within the defined limit then Developers/Joint New Licensees 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 Developers /Joint New Licensees 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.

[h] The Allottee/Purchaser(s) authorizes the Developers/Joint New Licensees 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 Developers/Joint New Licensees may in its sole discretion deem fit and the Allottee/Purchaser(s) undertake not to object /demand/direct the Developers/Joint New Licensees 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 Developers/Joint New Licensees and Original Licensees /Confirming Party 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 Developers/Joint New Licensees 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 Developers /Joint New Licensees.

TIME IS THE ESSENCE OF CONTRACT :

4.2) Time is essence for the Developers/Joint New Licensees and Original Licensees/Confirming Party as well as the Allottee /Purchaser(s). The Developers/Joint New Licensees 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 Allottee(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 Developers/Joint New Licensees as provided in clause 3(c) herein above. ("Payment Plan").

APPROVED FLOOR SPACE AS PER COMMENCEMENT CERTIFICATE:

5{i} The Developers/Joint New Licensees and Original Licensees /Confirming Party **hereby declares that the Floor Space Index available as on date as per commencement certificate in respect of the Project Land/Plot is 2539.1 Sq. Mtrs. Net Built-up [Residential 2215.9 sq.mtr. + Commercial 323.2 sq.mtr. Built-up & Others 0.00 sq.mtr. Only], [As Per Concept of Unified Development Control & Promotional Regulation].** The Developers /Joint New Licensees 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 Developers/Joint New Licensees by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developers/Joint New Licensees only.

The Developers/Joint New Licensees 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 Developers/Joint New Licensees by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developers/Joint New Licensees 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 Developers 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 Promoters/Developers shall have obtain prior consent in writing of the Allottee/Purchasers in respect of variations and modification which may adversely affect the Apartment /Flat of Allottee/Purchaser except any alteration or addition required by any Governement Authorities or due to change in law.

DELAY CHARGES/INTEREST & TERMINATIO OF AGREEMENT:

6{i} If the Developers/Joint New Licensees and Original Licensees /Confirming Party fails to abide by the time schedule for completing the project and handing over the Flats/Shops to the Purchaser, the Developers/Joint New Licensees 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 Developers/Joint New Licensees and Original Licensees/Confirming Party, interest as specified in the Rule, on all the delayed payment which become due & payable by the Purchaser to the Developers/Joint New Licensees under terms of this **Agreement from the date the said amount is payable by the Allottee Purchaser[s] to the Developers/Joint New Licensees 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 Developers/Joint New Licensees and Original Licensees/Confirming Party 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 Developers/Joint New Licensees and Original Licensees/Confirming Party 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 Developers/Joint New Licensees and Original Licensees/Confirming Party shall at their own option, may terminate this Agreement

Provided that, Developers/Joint New Licensees and Original Licensees/Confirming Party 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 Developers/Joint New Licensees and Original Licensees/Confirming Party within the period of notice then at the end of such notice period, Developers/Joint New Licensees and Original Licensees/Confirming Party shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Developers/Joint New Licensees and Original Licensees /Confirming Party shall refund to the Purchaser [subject to adjustment and recovery of any agreed liquidated damage or any other amount which may be payable to **Developers/Joint New Licensees and Original Licensees/Confirming Party**] **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 Developers /Joint New Licensees and Original Licensees/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 Developers/Joint New Licensees and Original Licensees/Confirming Party in the Flats 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 Developers/Joint New Licensees and Original Licensees /Confirming Party **shall hand over possession of the Flat /Shop to the Purchaser on or before 31 day of December 2026 if the Promoters fails or neglects to give possession by the aforesaid date then the Promoters 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 Promoters received the sum till the date the amounts and interest thereon is repaid. Provided however, Provided that Developers 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 Developers obtains the Occupation Certificate in respect of the said Premises and Developers 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 Developers/Joint New Licensees and Original Licensees /Confirming Party 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 Flats to the Allottee/Purchaser in terms of this Agreement to be taken within Three [03] months from the date of issue of such notice and the Developers/Joint New Licensees and Original Licensees /Confirming Party shall give possession of the Flats to the Allottee /Purchaser. The Developers/Joint New Licensees and Original Licensees/Confirming Party 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 Developers /Joint New Licensees and Original Licensees/Confirming Party. The Allottee/Purchaser agree(s) to pay the maintenance charges as determined by the Developers/Joint New Licensees and Original Licensees/Confirming Party or association of Allottee/Purchasers, as the case may be. The Developers/Joint New Licensees and Original Licensees/Confirming Party 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 Flats within Fifteen [15] days of the written notice from the Developers /Joint New Licensees and Original Licensees/Confirming Party to the Allottee/Purchaser intimating that the said Flats are ready for use and occupy:

9.3. **FAILURE OF ALLOTTEE/PURCHASER TO TAKE POSSESSION OF [FLAT/SHOPS]** : Upon receiving a written intimation from the Developers/Joint New Licensees and Original Licensees/Confirming Party as per Clause 9.1, the Allottee/Purchaser shall take possession of the Flat/Shops from the Developers/Joint New Licensees and Original Licensees/Confirming Party by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Developers/Joint New Licensees and Original Licensees/Confirming Party shall give possession of the Flats 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 Flats to the Allottee/Purchaser, the Allottee /Purchaser brings to the notice of the Developers/Joint New Licensees and Original Licensees/Confirming Party any structural defect in the Flats or the building in which the Flats is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developers/Joint New Licensees and Original Licensees/Confirming Party 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 Developers/Joint New Licensees and Original Licensees /Confirming Party, compensation for such defect in the manner as provided under the Act.**

9.5 **INSURANCE OF PROJECT:** The Developers/Joint New Licensees and Original Licensees/Confirming Party shall be responsible to at their 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 Developers/Joint New Licensees and Original Licensees/Confirming Party, the Developers /Joint New Licensees and Original Licensees/Confirming Party 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 Flats 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 Developers/Joint New Licensees and Original Licensees/Confirming Party and Agreement of same registered with the concerned Sub Registrar of Assurances,** the Developers/Joint New Licensees and Original Licensees/Confirming Party 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 Developers/Joint New Licensees and Original Licensees/Confirming Party 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 Developers/Joint New Licensees and Original Licensees/Confirming Party within seven [07] days of the same being forwarded by the Developers/Joint New Licensees and Original Licensees/Confirming Party to the Allottee/Purchaser, so as to enable the Developers/Joint New Licensees and Original Licensees/Confirming Party 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 Promoters/Developers 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/Promoters 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 Developers/Joint New Licensees and Original Licensees/Confirming Party 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 Developers/Joint New Licensees and Original Licensees/Confirming Party 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 Promoters provisional monthly contribution of Rs. _____/- per month towards the outgoings at a time in advance for Twelve [12] 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 Developers/Joint New Licensees and Original Licensees/Confirming Party will not carry any interest and remain with the Developers /Joint New Licensees and Original Licensees /Confirming Party 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 Developers/Joint New

Licensees and Original Licensees/Confirming Party 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 Developers/Joint New Licensees and Original Licensees/Confirming Party, 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 Developers/Joint New Licensees and Original Licensees/Confirming Party 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 Developers/Joint New Licensees and Original Licensees/Confirming Party 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 Developers/Joint New Licensees and Original Licensees /Confirming Party 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 Developers/Joint New Licensees and Original Licensees/Confirming Party, 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 DEVELOPERS/JOINT NEW LICENSEES AND ORIGINAL LICENSEES/CONFIRMING PARTY

The Developers/Joint New Licensees and Original Licensees /Confirming Party hereby represents and warrants to the Purchaser as follows:

[i] The Developers/Joint New Licensees and Original Licensees/Confirming Party 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 Developers/Joint New Licensees and Original Licensees/Confirming Party have 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 Developers/Joint New Licensees and Original Licensees/Confirming Party 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 Developers/Joint New Licensees and Original Licensees/Confirming Party 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 Developers/Joint New Licensees and Original Licensees/Confirming Party have 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 Developers/Joint New Licensees and Original Licensees/Confirming Party confirms that the Developers /Joint New Licensees and Original Licensees/Confirming Party 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 Developers/Joint New Licensees and Original Licensees /Confirming Party 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 Developers/Joint New Licensees and Original Licensees/Confirming Party 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 Developers/Joint New Licensees and Original Licensees/Confirming Party 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 DEVELOPERS/JOINT NEW LICENSEES AND ORIGINAL LICENSEES/CONFIRMING PARTY 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 Developers/Joint New Licensees and Original Licensees/Confirming Party 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 Developers/Joint New Licensees and Original Licensees/Confirming Party 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 Developers/Joint New Licensees and Original Licensees/Confirming Party within fifteen [15] days of demand by the Developers/Joint New Licensees and Original Licensees/Confirming Party, 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 Developers/Joint New Licensees and Original Licensees/Confirming Party 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 Developers/Joint New Licensees and Original Licensees/Confirming Party 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 Developers/Joint New Licensees and Original Licensees /Confirming Party shall maintain a separate account in respect of sums received by the Developers/Joint New Licensees and Original Licensees /Confirming Party 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 Developers/Joint New Licensees and Original Licensees/Confirming Party 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. **DEVELOPERS/JOINT NEW LICENSEES AND ORIGINAL LICENSEES/CONFIRMING PARTY SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the Developers/Joint New Licensees and Original Licensees/Confirming Party 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 Developers/Joint New Licensees and Original Licensees /Confirming Party, however, the same would be reimbursed by the Allottee/Purchaser to the Developers/Joint New Licensees and Original Licensees/Confirming Party 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 Developers/Joint New Licensees and Original Licensees/Confirming Party 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. DEVELOPERS/JOINT NEW LICENSEES AND ORIGINAL LICENSEES/CONFIRMING PARTY CONTRIBUTION TOWARDS UNSOLD FLATS :

It is also agreed and understood that the Developers/Joint New Licensees and Original Licensees/Confirming Party 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 Developers/Joint New Licensees and Original Licensees/Confirming Party 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 Developers/Joint New Licensees and Original Licensees/Confirming Party 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 Developers/Joint New Licensees and Original Licensees/Confirming Party and the Allottee agree that the Developers /Joint New Licensees and Original Licensees/Confirming Party 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 Developers/Joint New Licensees and Original Licensees/Confirming Party has/have agreed to and is/are executing this Agreement and Allottee/Purchaser hereby agree/s to indemnify and keep indemnified the Developers/Joint New Licensees and Original Licensees /Confirming Party absolutely and forever from and against all and any damage or loss that may be caused to the Developers/Joint New Licensees and Original Licensees/Confirming Party 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 Developers/Joint New Licensees and Original Licensees/Confirming Party 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 Developers/Joint New Licensees and Original Licensees/Confirming Party 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 Developers /Joint New Licensees and Original Licensees/Confirming Party on their behalf. **In**

the event of the Developers/Joint New Licensees and Original Licensees /Confirming Party granting such consent, the Allottee /Purchaser shall be liable to and shall pay 5% of the aggregate consideration to the Developers/Joint New Licensees such sums as the Developers/Joint New Licensees and Original Licensees/Confirming Party 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 Developers /Joint New Licensees and Original Licensees/Confirming Party 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 Developers/Joint New Licensees and Original Licensees/Confirming Party 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 Developers/Joint New Licensees and Original Licensees/Confirming Party 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 Developers/Joint New Licensees and Original Licensees /Confirming Party hereunder or in law.

30. **BINDING EFFECT:**

Forwarding this Agreement to the Allottee/Purchaser by the Developers/Joint New Licensees and Original Licensees/Confirming Party does not create a binding obligation on the part of the Developers /Joint New Licensees and Original Licensees/Confirming Party 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 Developers/Joint New Licensees and Original Licensees /Confirming Party. If the Allottee /Purchaser fails to execute & deliver to the Developers/Joint New Licensees and Original Licensees/Confirming Party 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 Developers/Joint New Licensees and Original Licensees/Confirming Party, then the Developers/Joint New Licensees and Original Licensees/Confirming Party 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 Developers/Joint New Licensees and Original Licensees/Confirming Party through his/her/its authorized signatory at the Developers/Joint New Licensees and Original Licensees /Confirming Party Office or at some other place, which may be mutually agreed between the Developers/Joint New Licensees and Original Licensees/Confirming Party and the Allottee/Purchaser, in after the Agreement is duly executed by the Allottee/Purchaser and the Developers/Joint New Licensees and Original Licensees /Confirming Party 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 Pushpaknagar [Dapoli], Navi Mumbai, Tal. Panvel, Dist. Raigad, Maharashtra.

38. **REGISTRATION OF AGREEMENT:**

The Allottee/Purchaser and Developers/Joint New Licensees and Original Licensees/Confirming Party 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 Developers/Joint New Licensees and Original Licensees/Confirming Party 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 Developers/Joint New Licensees and Original Licensees/Confirming Party as contemplated by this Agreement shall be deemed to has /have been duly served if sent to the Allottee/Purchaser or the Developers/Joint New Licensees and Original Licensees/Confirming Party by Registered Post A.D/UPC/COURIER at the address referred hereinabove and the notified Email ID Pateljitendra220@gmail.com & Email ID _____ of parties.

(ii) **INCASE OF CHANGE OF ADDRESS:**

It shall be the duty of the Allottee/Purchaser and the Developers/Joint New Licensees and Original Licensees/Confirming Party 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 has been received by the Developers/Joint New Licensees and Original Licensees/Confirming Party or the Allottee/Purchaser, as the case may be.

41. **JOINT ALLOTTEE/PURCHASERS**

That in case there are Joint Allottee/Purchasers all communications shall be sent by the Developers/Joint New Licensees and Original Licensees/Confirming Party 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 Allottees /Purchasers.

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

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

43. **DISPUTE RESOLUTION:-**

All or any disputes arising out 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 & obligation 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.

44. **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 has the jurisdiction for this Agreement.**

THE SCHEDULE ABOVE REFERRED TO
THE FIRST SCHEDULE

All that piece and parcel of land bearing **Plot No.87C, Sector-23, Village/Site Taloja, Tal. Panvel, Dist. Raigad** containing by adm. **799.68 sq.mtr.** and bounded as follows :

THAT IS TO SAY:

On or towards North by : Plot No.87
On or towards South by : 20.0 Mtr. Wide Road
On or towards East by : Plot No.87
On or towards West by : Plot No. 87B

THE SECOND SCHEDULE

Flat/Shop bearing No. 102 on 1st Floor, having a Carpet area adm. 29.55 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 Terrace area adm. --- sq. mtr., Natural Terrace adm. --- sq. mtr. & Service Slab area adm. ---- sq. mtr., in the Building known as “VINAYAK CHHAYA”, at Plot No.87C, Sector-23, Taloja, Tal. Panvel, Dist. Raigad.

THE SCHEDULE OF COMMON AREA

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

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
"DEVELOPER/JOINT NEW LICENSEE"

M/S. SHRI ASHTAVINAYAK ENTERPRISES [Partnership Firm]

INCOME TAX PERMANENT A/C. NO. ADUPS5508A

through authorised Partner

SHRI. JITENDRA RAMJIBHAI PATEL

in the presence of

SIGNED SEALED AND DELIVERED by the within named
"ORIGINAL LICENSEE/CONFIRMING PARTY"

[1] MR. JAYWANT YASHWANT KADAM

INCOME TAX PERMANENT A/C. NO. BSFPK1969N

AADHAAR CARD NO.7797 5434 1732

[2] MR. ANANT YASHWANT KADAM

INCOME TAX PERMANENT A/C. NO.AGEPK4917C

AADHAAR CARD NO.8990 1219 5671

[3] MR.RAJESH YASHWANT KADAM

INCOME TAX PERMANENT A/C. NO.BLRPK6668P

AADHAAR CARD NO.5549 2620 9290

[4] SMT. RAJASHRI RAMCHANDRA MORE

INCOME TAX PERMANENT A/C. NO. GECPM3916M

AADHAAR CARD NO.8835 7328 3399

Through their constituted Attorney

SHRI. JITENDRA RAMJIBHAI PATEL

INCOME TAX PERMANENT A/C. NO. AHZPP 2141 H

AADHAAR CARD NO. 4771 4215 2916

in the presence of

SIGNED SEALED AND DELIVERED
by the within named "PURCHASER/S"

MR. AMBUJ KHUNTIA

Income Tax Permanent A/C. No. AVUPK 2640 R

AADHAAR CARD NO. 3162 1731 1918

MRS. ANUSUYA AMBUJ KHUNTIA

Income Tax Permanent A/C. No. COTPK 2642 R

AADHAAR CARD NO. 7864 8312 2368

in the presence of

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

Dated: ___/___/2024

Received of and from **MR. AMBUJ KHUNTIA (Having PAN No. AVUPK 2640 R) & MRS. ANUSUYA AMBUJ KHUNTIA (Having PAN No. COTPK 2642 R)**, the PURCHASER'S sum of **Rs. 3,00,000/- (Rupees Three Lakh Only)** on or before the execution of **Agreement to Sale dtd. ___/___/2024** being the Advance/Part payment towards sale of **Flat/Shop bearing No. 102 on 1st Floor, having a Carpet area adm. 29.55 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 Terrace area adm. --- sq. mtr., Natural Terrace adm. --- sq. mtr. & Service Slab area adm. ---- sq. mtr., in the Building known as "VINAYAK CHHAYA", at Plot No.87C, Sector-23, Taloja, Tal. Panvel, Dist. Raigad.** The said payment made as under:

Sr. No.	Date	Cheque No.	Drawn on	Amount
01.	19/09/2024	UPI	UNION BANK OF INDIA	50,000/-
02.	20/09/2024	UPI	UNION BANK OF INDIA	50,000/-
03.	21/09/2024	UPI	UNION BANK OF INDIA	50,000/-
04.	22/09/2024	UPI	UNION BANK OF INDIA	50,000/-
05.	23/09/2024	UPI	UNION BANK OF INDIA	50,000/-
06.	24/09/2024	UPI	UNION BANK OF INDIA	50,000/-
			Total Rs.	3,00,000/-

WE SAY RECEIVED
Rs. 3,00,000/-

M/S. SHRI ASHTAVINAYAK ENTERPRISES [Partnership Firm]

through authorised Partner

SHRI. JITENDRA RAMJIBHAI PATEL.

THE THIRD SCHEDULE - ANNEXURE "C"
LIST OF AMENITIES FOR FLAT/SHOPS

FLOORING :

- ☞ Vitrified Flooring in all rooms.

KITCHEN :

- ☞ Granite Kitchen Platform with S. S. Sink
- ☞ Wall Tiles dado up to Full Height.

DOORS :

- ☞ Decorative Laminated Flush Main Doors with Wooden Frame
- ☞ Decorative Laminated Flush Internal Doors with Marble Frame
- ☞ Good Quality Brass Fixture & Fittings
- ☞ Water Proof ERP Bathroom Door

WINDOWS :

- ☞ Powder Coated Aluminum Sliding Windows with Granite Marble Sill
- ☞ Powder Coated aluminum, Glass Louvered Window in Toilets

BATH & WC :

- ☞ Designer Glazed Tiles up to Full Height
- ☞ Branded Sanitary Tiles
- ☞ Concealed Plumbing with premium Quality C.P. Fittings

WALLS & PAINTS :

- ☞ Reputed make wall putty finished Internal Walls with Acrylic Distemper Paint
- ☞ Reputed make External Acrylic Paint

ELECTRIFICATION :

- ☞ Concealed Copper Wiring & Fittings
- ☞ Provision of Cable TV, Telephone in Living & M. Bedrooms
- ☞ AC Point Provision in M. Bedrooms

WATER :

- ☞ Under Ground And Overhead Water Tank with adequate Water Storage Capacity

TERRACE :

- ☞ Special Brickbat Water Proofing Treatment

LIFT :

- ☞ Elevator of Reputed make

LIST OF ANNEXURE

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

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

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

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

- ❖ **Annexure “E”**– New/Amended Commencement Certificate

- ❖ **Annexure “F”** – Floor Plan

- ❖ **Annexure “G”** – 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	5%
5)	On Completion of Second Slab	4%
6)	On Completion of Third Slab	4%
7)	On Completion of Fourth Slab	3%
8)	On Completion of Fifth Slab	3%
9)	On Completion of Seventh Slab	3%
10)	On Completion of Eighth Slab	3%
11)	On Completion of Walls, Internal Plaster, Brick Work, Doors Frame & Windows Frame	5%
12)	On Completion of External Plaster, Staircase, Lift Walls, Lobbies upto the Floor level	5%
13)	On Completion of External Plumbing & Elevation, Terrace, with Water Proofing, Flooring & Windows	5%
14)	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%
15)	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%