

AGREEMENT FOR SALE

THIS AGREEMENT is made at **Panvel, Navi Mumbai**, on this ___ day of 2024,

Between

M/S.PAWAN ENTERPRISES, (PAN NO. AAQFP9423J), a Partnership firm registered under the Indian Partnership Act, 1932, consisting of Partners, having its office address – Office No.1002, Neeljaat Siddhivinayak Society Plot No.18, Sector-20, Kharghar, Navi Mumbai – 410 210, hereinafter referred to as "**THE PROMOTER**" of the One Part;

AND

MR. _____ hereinafter referred to as "**THE PURCHASER/ ALLOTTEE(S)**"(which expression shall unless it be repugnant to the context or meaning thereof shall mean and include in the case of individuals his/her/their heirs and legal representatives, in case of Partnership Firm the partners constituting the firm for the time being and the survivors or survivor of them and their respective heirs and legal representatives and in the case of a Corporate body, its successors and assigns or assignees and in the case of the Trust its trustees for the time being)OF THE SECOND PART.

WHEREAS: -

- 1.** The City & Industrial Development Corporation of Maharashtra Ltd, [hereinafter called "**the Corporation**" is the New Town Development Planning Authority declared for the area designated as Site for the New Town of Navi Mumbai, by the Government of Maharashtra in exercise of its powers under Sub-section (i) and (3-a) of Section 113 of the Maharashtra Regional and Town Planning Act, 1966 [Mah.XXXVII of 1966] hereinafter referred to as "the Said Act".
- 2.** The State Government in pursuance of Section-113 [1] of the said Act acquired the land described therein and vested such lands in the said corporation for development and disposal.
- 3.** AND WHEREAS the Corporation allotted said Plot No.272 admeasuring **1049.80 Sq. Mtrs.** in Sector – 19 situated at Ulwe, Taluka Panvel, District Raigad by allotment letter in the name of 1) SHRI. JANARDAN GOPAL PATIL 2) SHRI. RAGHUNATH GOPAL PATIL 3) SHRI. HANUMAN GOPAL PATIL 4) SHRI. DATTATRY GOPAL PATIL 5) SMT. CHANGUNABAI BALRAM MHATRE 6) SHRI. VISHAL VIJAY PATIL 7) SMT. RADHABAI PANDURANG PATIL 8) SHRI. VILAS PANDURANG PATIL 9) SHRI. KAILAS PANDURANG PATIL 10) SMT. VAISHALI VIJAY BHOIR 11) SMT. DHANSHRI JAGDISH TANDEL on dated 04/10/2016.
- 4.** AND WHEREAS 1) SHRI. JANARDAN GOPAL PATIL 2) SHRI. RAGHUNATH GOPAL PATIL 3) SHRI. HANUMAN GOPAL PATIL 4) SHRI. DATTATRY GOPAL PATIL 5) SMT. CHANGUNABAI BALRAM MHATRE 6) SHRI. VISHAL VIJAY PATIL 7) SMT. RADHABAI PANDURANG PATIL 8) SHRI. VILAS PANDURANG PATIL 9) SHRI. KAILAS PANDURANG PATIL 10) SMT. VAISHALI VIJAY BHOIR 11) SMT. DHANSHRI JAGDISH TANDEL (The Original Licensees) has been granted lease of **Plot No.272** admeasuring **1049.88 Sq. Mtrs.** in Sector – 19 situated at Ulwe, Taluka Panvel, District Raigad (hereinafter referred to the said plot) from CIDCO Ltd., by executed Agreement to Lease dated 09/08/2017 and on the terms and conditions contained therein and the said agreement is duly registered before the Sub Registrar of Assurance Panvel 2, under Serial no. **PVL 2 – 10757 – 2017 dated 18/09/2017.**
- 5.** AND WHEREAS 1) SHRI. JANARDAN GOPAL PATIL 2) SHRI. RAGHUNATH GOPAL PATIL 3) SHRI. HANUMAN GOPAL PATIL 4) SHRI. DATTATRY GOPAL PATIL 5) SMT. CHANGUNABAI BALRAM MHATRE 6) SHRI. VISHAL VIJAY PATIL 7) SMT. RADHABAI PANDURANG PATIL 8) SHRI. VILAS PANDURANG PATIL 9) SHRI. KAILAS PANDURANG PATIL 10) SMT. VAISHALI VIJAY BHOIR 11) SMT. DHANSHRI JAGDISH TANDEL has sold, transferred, assigned and

relinquished their leasehold rights, title and interest in respect of said Plot to M/S.PAWAN ENTERPRISES through its Partners 1) MR. VASANT HARJI PATEL 2) MR.CHETAN VASANT PATEL 3) MRS. PUSHPA VASANT PATEL 4) MR. PAYAL CHETAN PATEL (herein referred as the New Licensees) by executed Tripartite Agreement dated 27/04/2018 executed between CIDCO Ltd., as the Corporation AND 1) SHRI. JANARDAN GOPAL PATIL 2) SHRI. RAGHUNATH GOPAL PATIL 3) SHRI. HANUMAN GOPAL PATIL 4) SHRI. DATTATRY GOPAL PATIL 5) SMT. CHANGUNABAI BALRAM MHATRE 6) SHRI. VISHAL VIJAY PATIL 7) SMT. RADHABAI PANDURANG PATIL 8) SHRI. VILAS PANDURANG PATIL 9) SHRI. KAILAS PANDURANG PATIL 10) SMT. VAISHALI VIJAY BHOIR 11) SMT. DHANSHRI JAGDISH TANDEL as the Original Licensees AND **M/S.PAWAN ENTERPRISES** through its Partners 1) MR. VASANT HARJI PATEL 2) MR. CHETAN VASANT PATEL 3) MRS. PUSHPA VASANT PATEL 4) MR. PAYAL CHETAN PATEL as the New Licensees and the said Tripartite Agreement is duly registered before the Sub Registrar of Assurance Panel 2 under Serial no. **PVL 2-5960-2018 on dated 05/05/2018.**

6. AND WHEREAS the Corporation has transferred the said Plot to the name of **M/S.PAWAN ENTERPRISES** vide its letter dated 16/05/2018 ref no. **CIDCO/VASAHAT/SATYO/ULWE/832/2018/25665.**
7. AND WHEREAS of Retirement Cum Restitution of Partnership Deed dated 26/12/2023 of **M/S.PAWAN ENTERPRISES** among out of Four Partners 2 Partners namely 1) MRS. PUSHPA VASANT PATEL 2) MRS. PAYAL CHETAN PATEL have been retired from their partnership firm and 2 Partners namely 1) MR. VASANT HARJI PATEL 2) MR. CHETAN VASANT PATEL as the Continuing Partners of the Said Partnership Firm.
8. AND WHEREAS by virtue of abovementioned Agreement to Lease and Tripartite agreement/s M/S.PAWAN ENTERPRISES (Builders/Developers) entitled to develop and construct the residential cum-commercial building as per approved plan and in accordance with Commencement Certificate granted by the concerned authority of CIDCO Ltd. vide its letter bearing no.**CIDCO/BP-18901/TPO(NM & K)/2024/12566 dated 30/05/2024.**
9. AND WHEREAS the PROMOTERS have proposed to construct on the project land a Residential cum Commercial Building, comprising of **Residential + Commercial 1Basement Floor + 1Ground floor + 14 Floors.**
10. AND WHEREAS the Allottee/s is/are offered a **Flat/ Shop** bearing No. _____ on the _____ **Floor**, (hereinafter referred to as **“the saidFlat/Shop”**), in the Building called as **“STONE VISTA”** (hereinafter referred to as

“the said Building”) by the PROMOTERS.

11. AND WHEREAS the PROMOTERS have entered into a Standard Agreement with an Architect, registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.
12. AND WHEREAS the Promoters have registered the Project under the provisions of the Act with the **Real Estate Regulatory Authority, Maharashtra State** at **MAHARERA No.** _____ Authenticated copy is attached hereto.
13. AND WHEREAS the PROMOTERS have appointed a Structural Engineer for the preparation of the structural design and drawings of the buildings and the PROMOTERS accepts the professional supervision of the Architect and the Structural Engineer till the completion of the Building.
14. AND WHEREAS by virtue of the **Agreement to Lease** dated **09/09/2017** and **Tripartite Agreement** dated **05/05/2018**, the PROMOTERS have sole and exclusive right to sell the Flats/ Shops in the said Building to be constructed by the PROMOTERS on the said project land and to enter into Agreement/s with the Allottees/s of the Flats/ Shops to receive the sale price consideration in respect thereof.
15. AND WHEREAS on demand from the Allottee/s, the PROMOTERS have given inspection to the Allottee/s of all the documents of Title relating to the said project land and the plans, designs and specifications prepared by the PROMOTERS' Architect, **Amit N. Patil** and of such other documents as are specified under the **Real Estate (Regulation and Development) Act, 2016** (hereinafter referred to as "**the said Act**") and the Rules and Regulations made thereunder.
16. AND WHEREAS the authenticated copies of **Certificate of Title** issued by **Adv. Anita D. Joshi**, the **Advocate** of the PROMOTERS, authenticated copies of Agreement to Lease, Tripartite Agreement, Commencement Certificate showing the nature of the Title of the PROMOTERS to the said project land on which the Flat/s / Shop/s are constructed or are to be constructed, have been annexed hereto.
17. AND WHEREAS the authenticated copies of the Plans and specifications of the Flat/ Shop agreed to be purchased by the Allottee/s, as sanctioned and approved by the CIDCO Ltd/ Town Planning Authority have been annexed hereto.
18. AND WHEREAS while sanctioning the said plans by CIDCO Ltd/ Town Planning Authority and/or Government has 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 shall be granted by the CIDCO Ltd/ Town Planning Authority.

19. AND WHEREAS the PROMOTERS have accordingly commenced construction of the said building/s in accordance with the said proposed plans.
20. AND WHEREAS the Allottee/s have applied to the PROMOTERS for allotment of a **Flat/ Shop No.** _____ on _____ Floor, situated in the building, being constructed in the said Project.
21. AND WHEREAS the **Carpet Area of the said Flat/ Shop is** _____ **Square Meters** and "**Carpet Area**" means the net usable floor area of a Flat/ Shop, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat/ Shop for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Flat/ Shop for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the Flat/ Shop.
22. AND WHEREAS the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
23. AND WHEREAS, prior to the execution of these presents the Allottee/s have paid to the PROMOTERS, a sum of **Rs.**_____ (**Rupees:-** _____ **Only**) being **part payment** of the sale price consideration of the said Flat/ Shop agreed to be sold by the PROMOTERS to the Allottee/s as advance payment or Application Fee (the payment and receipt whereof the PROMOTERS doth hereby admit and acknowledge) and the Allottee/s has/ have agreed to pay to the PROMOTERS the balance of the sale consideration in the manner hereinafter appearing;
24. AND WHEREAS, under Section 13 of the said Act the PROMOTERS are required to execute a written Agreement for Sale of said Flat/ Shop with the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.
25. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the PROMOTERS hereby agree to sell and the Allottee/s hereby agree/s to purchase the Flat/ Shop.

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

1. The PROMOTERS shall construct the said building/s consisting of **Residential + Commercial + 1Basement Floor + 1Ground floor + 14 Floors** on the project land in accordance with the plans, designs and specifications as approved by the CIDCO Ltd/ Town Planning Authority from time to time. Provided that the PROMOTERS shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the Flat/s Shop/s of the Allottee/s except any alterations or additions required by any Government Authorities or due to change in law.

1.(a)(i). The Allottee/s hereby agrees to purchase from the PROMOTERS and the PROMOTERS hereby agree/s to sell to the Allottee/s, a **Flat/ Shop** No. _____, Carpet Area admeasuring _____ Sq. Metres, on _____ **Floor**, in the building "**STONE VISTA**" (hereinafter referred to as "**the Flat/ Shop**") as shown in the **Floor Plan** thereof hereto annexed and marked Annexures 'C- 1' and 'C-2', for the consideration of **Rs. _____ (Rupees _____ Only)** 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 above total consideration of the said Flat/ Shop is inclusive of Exclusive Appurtenant Balcony, Terrace Carpet Area and also certain Ancillary Areas like enclosed balcony and cupboard as provided in the approved plans thereof hereto annexed. The said Flat/ Shop are more particularly described in the **SECOND SCHEDULE**.

(iii). The Allottee(s) hereby agrees to purchase from the Promoters and the Promoters hereby agree to sell to the Allottee(s) covered car parking space bearing No.-____ admeasuring _____ Sq. Ft. having ____ Ft. length X ____ Ft. breadth X ____ Ft. vertical clearance situated at basement and/or stilt and /or podium being constructed in the layout for consideration of Rs. ____/-

1.(b). The total aggregate consideration amount for the Flat/ Shop is the sum of **Rs. _____/- (Rupees _____ Only)**.

1.(c). AND WHEREAS the Allottee/s has paid on or before execution of this agreement a sum of **Rs. _____/- (Rupees _____ Only)** (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that promoter the balance amount of **Rs. _____ (Rupees _____ Only)** and shall be deposited in RERA Designated collection Bank Account, ____ Bank, _____ Branch having IFS

Code _____ situated at _____ In addition to the above account, I/we have opened in the same bank RERA Designated separate Bank Account and RERA Designated transaction Bank Account having Account No _____ and _____ respectively in respect of the said Flat/ Shop as follows: -

Sr. No.	Particulars	Percent
1.	EMD at the time of booking	10%
2.	Upon execution of Agreement	20%
3.	Completion of Plinth	15%
4.	On completion of 1st Slab	4%
5.	On completion of 3rd Slab	3%
6.	On completion of 5th Slab	3%
7.	On completion of 7th Slab	3%
8.	On completion of 9th Slab	3%
9.	On completion of 11th Slab	3%
10.	On completion of 13th Slab	3%
11.	On completion of 15th Slab	3%
12.	On completion of brick work	10%
13.	On completion of internal plaster	5%
14.	On completion of external plaster.	5%
15.	On completion of flooring, plumbing, electrical work, lifts, painting etc.	5%
16.	On Possession upon receipt of Occupancy Certificate	5%
	Total	100%

AND WHEREAS the PROMOTERS acknowledges the receipt of a sum of **Rs.** _____ /- (**Rupees** _____ **Only**) paid on or before the execution of this Agreement being the **Part & Advance payment** of the said Flat/ Shop.

1. (d). The Total Price above excludes Taxes (consisting of tax paid or payable by the PROMOTERS by way of Service Tax, G.S.T., if applicable 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 PROMOTERS) up to the date of handing over the possession of the Flat/ Shop.

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 PROMOTERS undertakes and agrees that while raising a demand from the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the PROMOTERS 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/s, which shall only be applicable on subsequent payments.

1. (f). The Allottee/s shall make all payments by way of Demand Drafts/ Pay Orders/ Cheques/ RTGS/ ECS/ NEFT and issue/ deposit the same in the name/ Bank Account as may be provided by the PROMOTERS.

1. (g). The Allottee/s authorize/s the PROMOTERS 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 PROMOTERS may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the PROMOTERS to adjust his payments in any manner.

1. (h). The Allottee/s has/ have been explained that any default in the payment as per the Schedule might cause loss/delay to the entire project. The Allottee/s has/ have therefore agreed not to commit any default in the payment as per the schedule for payments/payment plan.

1. (i). The PROMOTERS shall confirm the final carpet area that have been allotted to the Allottee/s 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 PROMOTERS. If there is any reduction in the carpet area within the defined limit then PROMOTERS shall refund the excess money paid by Allottee/s 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/s. If there is any increase in the carpet area allotted to Allottee/s, the PROMOTERS shall demand additional amount from the Allottee/s 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.

2. The Allottee/s authorize/s the PROMOTERS 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 PROMOTERS may in its sole discretion deem fit and the Allottee/s undertake/s not to object/ demand/ direct the PROMOTERS to adjust his/ their payments in any manner.

3. TAXES AND OUTGOINGS:

3.1. The Total Consideration above excludes Taxes (consisting of tax paid or payable by the PROMOTERS by way of G.S.T., 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 PROMOTERS) up to the date of handing over the possession of the said Flat/ Shop.

3.2. In the event, the Allottee/s deducts Tax at Source (TDS) from the total consideration the Allottee/s shall pay the tax deducted to the government and deliver the relevant TDS Certificate, relating to each payment as per the provisions of the Income Tax Act, 1961.

3.3. The Allottee/s hereby also agree/s that in the event of any amount by way of Premium, Security Deposit or Fire Cess, Betterment Charges or Development Tax or security deposit for the purpose of obtaining water/ electric/ cable connection for the said Buildings or any other purpose in respect of the said building or any other tax or payment of a similar nature is paid to CIDCO or any other authority or becoming payable by the PROMOTERS, the same shall be reimbursed by the Allottee/s to PROMOTERS proportionately with respect to the said Flat/ Shop and in determining such amount, the decision of PROMOTERS shall be conclusive and binding upon the Allottee/s.

3.4. The PROMOTERS shall not render to the Allottee/s, any separate account of the collection made from him/her/ them towards the outgoings and/or expenses incurred in respect of the said Flat/ Shop and/or towards building utility and maintenance charges as aforesaid, however a consolidated audited account shall be shared by the Organization (when formed). The rendition of consolidated account to the organization and settlement of such account shall discharge the PROMOTERS of its responsibility to refund taxes, excess, if any, out of such collections made from one or more of Flat/ Shop Allottee/s and/or recovering deficit, if any, from one or more of them, the Flat/ Shop Allottee/s as members of the organization shall make up and adjust among themselves their respective accounts. The Allottee/s shall not make any grievance or take any objection whatsoever to the consolidation of all receipts and expenses in respect of the different Flats/ Shops in the said Building as aforesaid.

3.5. It is agreed between the PROMOTERS and the Allottee/s that the liability to pay, Service Tax, L.B.T., Works Contract Tax, Goods & Service Tax, etc., and/or any other taxes/ impositions, levied or leviable by the Central and/or State Government or any local, public or statutory bodies or authority on the transactions recorded in this Agreement for sale and any increases therein including, interest and/or penalty and/or other incidental charges and costs, if any, in respect thereof shall be borne and paid by the Allottee/s alone and the PROMOTERS shall be liable or responsible for the same. Accordingly, the Allottee/s hereby agree/s to pay such amount of tax including interest and/or penalty and/or incidental charges and cost if any in respect thereof within **7 (Seven) Days** from the demand made on him/her/ them, by the PROMOTERS in writing raising any dispute, contention or objection whatsoever. The Allottee/s shall indemnify and keep the PROMOTERS fully indemnified in respect of such claims/ statutory dues and/or interest and/or penalty and/or other incidental charges and costs, if any, or delayed payment or non-payment on the part of the Allottee/s.

3.6. All taxes, dues, cess, outgoings due and payable in proportion to the said Flat/ Shop or Ancillary Areas or Common Area and Facilities and in the manner as set out hereinabove shall be borne and payable by the Allottee/s, including any increase thereof from time to time.

3.7. The Allottee/s shall 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/s for any purposes other than for purpose for which it is sold.

3.8. The PROMOTERS shall not be liable to pay any maintenance or common expenses in respect of the unsold Flats/ Shops in the said building. The PROMOTERS shall, however, bear and pay the municipal taxes and dues of CIDCO for the same.

3.9. The Allottee/s hereby undertake/s to pay increase in taxes, water charges, insurance and such other levies, if any, which are imposed by the CIDCO and/or Government and/or other public authority.

3.10. The PROMOTERS hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the CIDCO Ltd/ Town Planning Authority at the time of sanctioning the said plans or thereafter and shall, before handing overpossession of the Flat/ Shop to the Allottee/s, obtain from the CIDCO Ltd/ Town Planning Authority Occupancy and/or Completion Certificates in respect of the Flat/ Shop.

3.11. Time is essence for the PROMOTERS as well as the Allottee/s. The

PROMOTERS shall abide by the time schedule for completing the project and handing over the Flat/ Shop to the Allottee/s and the common areas to the association of the Allottee/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 and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the PROMOTERS as provided in clause 1 (c) herein above. ("Payment Plan").

4. The PROMOTERS hereby declares that the Floor Space Index available as on date in respect of the project land is **1049.88** sq. mtrs. only and PROMOTERS have planned to utilize **Floor Space Index of 1.5** by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The PROMOTERS have disclosed the Floor Space Index of 1.5 as proposed to be utilized by him on the project land in the said Project and Allottee/s have agreed to purchase the said Flat/ Shop based on the proposed construction and sale of Flats/ Shops to be carried out by the PROMOTERS by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to PROMOTERS only.

5.1. If the PROMOTERS fails to abide by the time schedule for completing the project and handing over the Flat/ Shop to the Allottee/s, the PROMOTERS agrees to pay to the Allottee/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession. The Allottee/s agrees to pay to the PROMOTERS, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee/s to the PROMOTERS under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the PROMOTERS.

5.2. Without prejudice to the right of promoter to charge interest in terms of Sub-Clause 4.1 above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the PROMOTERS under this Agreement (including his/her proportionate share of taxes levied by CIDCO Ltd., /Town Planning Authority and other outgoings) and on the Allottee/s committing three defaults of payment of instalments, the PROMOTERS shall at their own option, may terminate this Agreement:

Provided that, PROMOTERS shall give notice of fifteen days in writing to the

Allottee/s, by Registered Post AD at the address provided by the Allottee/s and mail at the e-mail address provided by the Allottee/s, 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/s fails to rectify the breach or breaches mentioned by the PROMOTERS within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the PROMOTERS shall refund to the Allottee/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter/s) within a period of thirty days of the termination, the instalments of sale consideration of the Flat/ Shop which may till then have been paid by the Allottee/s to the PROMOTERS.

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 PROMOTERS in the said building and the Flat/ Shop as are set out in Annexure 'E', annexed hereto.

6. The PROMOTERS shall give possession of the Flat/ Shop to the Allottee/s on or before _____ day of _____, If the PROMOTERS fails or neglects to give possession of the Flat/ Shop to the Allottee/s on account of reasons beyond his/their control and of his/their agents by the aforesaid date then the PROMOTERS shall be liable on demand to refund to the Allottee/s the amounts already received by him/them in respect of the Flat/ Shop with interest at the same rate as may mentioned in the clause 5.1 herein above from the date the PROMOTERS received the sum till the date the amounts and interest thereon is repaid.

7. Provided that the PROMOTERS 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.

8. Any Change or modification in development regulations and/or other laws as applicable to construction/development of the said plot which may cause the PROMOTERS to amend/modify the sanctioned/approved plans for the said project or further amend the layout plans or otherwise. Then the date for handing over possession of the said Flat/ Shop as stated aforesaid shall be extended to the extent of the loss of time. However, under no circumstances shall the Allottee/s be entitled to obtain possession of the said Flat/ Shop without first

paying to the PROMOTERS all the amounts, including interest, if any, due thereon. G.S.T, Service Tax and any other taxes/charges(Statutory or otherwise, current or further), if applicable, shall be borne and paid by the Allottee/s alone.

9. PROCEDURE FOR TAKING POSSESSION: –

a. The PROMOTERS, upon obtaining the Occupancy Certificate from the competent authority and the payment made by the Allottee/s as per the Agreement shall offer in writing the possession of the Flat/ Shop, to the Allottee/s in terms of this Agreement to be taken within 3 (Three Months) from the date of issue of such notice and the PROMOTERS shall give possession of the Flat/ Shop to the Allottee/s. The PROMOTERS agree and undertake to indemnify the Allottee/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the PROMOTERS. The Allottee/s agree/s to pay the maintenance charges as determined by the PROMOTERS or association of Allottee/s, as the case may be. The PROMOTERS on their/its behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the Occupancy Certificate of the Project.

9.1. The Allottee/s shall take possession of the Flat/ Shop within 15 days of the written notice from the PROMOTERS to the Allottee/s intimating that the said Flat/ Shop are ready for use and occupancy:

9.2. Failure of Allottee/s to take Possession of Flat/ Shop: Upon receiving a written intimation from the PROMOTERS as per clause 7.1, the Allottee/s shall take possession of the Flat/ Shop from the PROMOTERS by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the PROMOTERS shall give possession of the Flat/ Shop to the Allottee/s. In case the Allottee/s fail/s to take possession within the time provided in clause 7.1 such Allottee/s shall continue to be liable to pay maintenance charges as applicable.

9.3. If within a period of five years from the date of handing over the Flat/ Shop to the Allottee/s, the Allottee/s brings to the notice of the PROMOTERS any structural defect in the Flat/ Shop or the building in which the Flat/ Shop is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the PROMOTERS at their own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the PROMOTERS, compensation for such defect in the manner as provided under the Act.

9.4. After the possession of the said Flat/ Shop is handed over to the Allottee/s, any unauthorised additions or alterations in the said Flat/ Shop is carried out by the Allottee/s then the PROMOTERS shall not be liable for the aforesaid defect liability with respect to such Flat/ Shop. Further if such unauthorised additions or alterations is required to be removed at request of the Government, Local Authority or any other statutory authority, the same shall be carried out by the Allottee/s at his/her/their own costs and consequences and the PROMOTERS shall not be in any manner liable or responsible for the same.

9.5. The Allottee/s shall use the Flat/ Shop or any part thereof or permit the same to be used only for purpose of residence for carrying on any industry or business. He/ She/ They shall use the parking space only for purpose of keeping or parking vehicle.

10. By executing this Agreement, the Allottee/s has/have accorded his/her/their consent (As may be required under the Real Estate Act and the RERA rules thereunder) whereby the PROMOTERS will be entitled to make such alterations in the structures in respect of the said Flat/ Shop (which does not adversely affect the said Allottee/s) agreed to be purchased/acquired by the Allottee/s and/or in the said building as may be necessary and expedient in the opinion of their Architect/ Engineer provided that such alterations/ modifications are approved by the planning authority.

11. Formation of Society/ Association/Pvt Ltd. Co.:

The Allottee/s along with other Allottee(s) of Flat/ Shop in the building shall join in forming and registering the Society or Association (under the Maharashtra Apartment Ownership Act, 1970) or Limited Company (9"Apex Body") to be known by such name as the PROMOTERS may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of the Apex body and for becoming a member, including the bye laws of the Apex Body and duly fill in sign and return to the PROMOTERS within seven Days of the same being forwarded by the PROMOTERS to the Allottee/s, so as to enable the PROMOTERS to register the common organization of Allottee/s. No objection shall be taken by the Allottee/s, if any, changes or modifications are made in the draft bye- laws or the Memorandum and/or Articles of Association, as may be required by the registrar of Co-Operative Societies or the Registrar of Companies, as the case may be. Or any other Competent Authority as the case may be.

12.1. The PROMOTERS 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/Promoters and/or the owners in the said structure of the Building or wing in which the said Flat/ Shop is situated.

12.2. The PROMOTERS shall, within three months of registration of the Federation/ apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/ Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

13.1. Within 15 days after notice in writing is given by the PROMOTERS to the Allottee/s that the Flat/ Shop is ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat/ Shop) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the CIDCO Ltd./Town Planning 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/s shall pay to the PROMOTERS such proportionate share of outgoings as may be determined. The Allottee/s further agrees that till the Allottee's share is so determined the Allottee/s shall pay to the PROMOTERS provisional Monthly Contribution of **Rs. _____/- (Rupees _____ Only)** per month towards the outgoings. The amounts so paid by the Allottee/s to the PROMOTERS shall not carry any interest and remain with the PROMOTERS 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 PROMOTERS to the Society or the Limited Company, as the case may be.

14. The Allottee/s shall on or before delivery of possession of the said premises keep deposited with the PROMOTERS, the following amounts: -

(i). Applicable Amount for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.

(ii). Applicable Amount for annual deposit for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/ Federation/ Apex body.

(iii). Applicable Amount for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/ Federation/ Apex body.

(iv). Transfer fees payable to CIDCO Ltd., as applicable.

(v). Proportionate share for Service charges payable to CIDCO Ltd., from the date of Agreement for Lease with CIDCO Ltd., at actual.

(vi). Applicable Amount for Service Tax/ G.S.T, Cess or any other taxes or charges levied by the State or Government authorities.

(vii). Applicable Amount for any other taxes/charges that shall be levied or become leviable by any Government authorities.

(viii). Applicable Amount for Grill charges if provided by the PROMOTERS.

(ix). Proportionate share of expenses for execution and registration of Conveyance in favour of Co-op. Hsg. Soc. to be formed.

15. The charges for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the PROMOTERS 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 have been included in the total aggregate consideration of the Flat/ Shop.

16. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee/s shall pay to the PROMOTERS, the Allottees' 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/s shall pay to the PROMOTERS, the Allottee/s' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

17. The Flat/ Shop Allottee/s shall use the Flat/ Shop or any part there in of or permit the same to be used only for the purpose of residence and at the request of the purchaser/s, the PROMOTERS may consider allotting/ reserving to the purchaser/s car parking space under the still provided it is available as on the

date of determined by the PROMOTERS. The Allottee/s shall use the stilt or parking space if allotted by the PROMOTERS, only for purpose of keeping or parking the Allottee/s own vehicle. The Allottee/s agrees not to change use of the Flat/ Shop or premises without prior consent in writing of the PROMOTERS. Any unauthorized change of use by theAllottee/s shall render this agreement void and the Allottee/s in that event shall not be entitled for any rights rising out of the agreement.

18. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS:

The PROMOTERS hereby represent and warrant to the Allottee/s as follows:

- i. The PROMOTERS have clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and 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 PROMOTERS have 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 PROMOTERS 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 PROMOTERS have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
- vii. The PROMOTERS have 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/s under this Agreement;

- viii. The PROMOTERS confirms that the PROMOTERS are not restricted in any manner whatsoever from selling the said Flat/ Shop to the Allottee/s 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/s the PROMOTERS shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee/s;
 - x. The PROMOTERS 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 Flat/ Shop 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 PROMOTERS in respect of the project land and/or the Project except those disclosed in the title report.
- 19.** The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Flat/ Shop may come, hereby covenants with the PROMOTERS as follows: -
- i.** To maintain the Flat/ Shop at the Allottee's own cost in good and tenant able 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./ or Builder.
 - 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 CIDCO Ltd//Town Planning Authority 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/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.

- iii.** To carry out at their 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 PROMOTERS to the Allottee/s 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 by-laws of the CIDCO Ltd., /Town Planning Authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the CIDCO Ltd., /Town Planning 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, Partis or other structural members in the Flat/ Shop without the prior written permission of the PROMOTERS 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 within fifteen days of demand by the PROMOTERS, their share of security deposit demanded by the CIDCO Ltd., /Town Planning 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 CIDCO Ltd., /Town Planning Authority and/or Government and/or other public authority, on account of change of user of the Flat/ Shop by the Allottee/s for any purposes other than for purpose for which it is sold.
- ix.** The Allottee/s 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/s to the PROMOTERS under this Agreement are fully paid up.
- x.** The Allottee/s 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 CIDCO Ltd., /Town Planning Authority and of Government and other public bodies. The Allottee/s 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 outgoings 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/s shall permit the PROMOTERS and his/ her/ 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 favour of Apex Body or Federation, the Allottee/s shall permit the PROMOTERS 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.

20. The Allottee/s herewith agree/s and confirm/s not to start or do the following activities in the said Flat/ Shop and will also not lease to any person/s for doing the non-permissible activities. viz. any kind of beer bar, Flour Mill, Wine shop, Mutton/Chicken Shop (butcher shop), ladies Dancing Bar and Clubs in any circumstances permit with Builder premisses. The Allottee/s will not sell/lease the said Flat/ Shop to any person/s without prior permission of the PROMOTERS/Society and will ensure that the above said activities/business are not be carried in the said Flat/ Shop and said Flat/ Shop will be use only for residential/ Business purpose.
21. The Allottee/s will not sell/lease the said Flat/ Shop to any person/s without prior permission of the PROMOTERS/ Society and will ensure that any business activity will not be carried in the said Flat/ Shop and said Flat/ Shop will be use only for Residential/ Business purpose.
22. The PROMOTERS shall maintain a separate account in respect of sums received by the PROMOTERS from the Allottee/s 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.
23. 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/s shall have no claim save and except in respect of the Flat/ Shop hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the PROMOTERS 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.
24. **PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the PROMOTERS executes this Agreement they 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/s who has/ have taken or agreed to take such Flat/ Shop.

- 25.** Over and above the consideration and other amounts payable by the Allottee/s, the Allottee/s hereby agree/s that in the event of any amount becoming payable by way of levy or premium, taxes, cess, fees, Service charges, ALP, Maveja etc., after the date of this Agreement to the NMMC/ CIDCO 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 PROMOTERS, however, the same would be reimbursed by the Allottee/s to the PROMOTERS in proportion of the area of the said Flat/ Shop to the total area of all the premises being constructed as a part of the Proposed Building on the said Property.
- 26.** The Allottee/s is/are further made aware that potable water supply is provided by the CIDCO 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 PROMOTERS have not represented to the Allottee/s or undertaken to the Allottee that such water supply is assured, as the same is subject to availability and supply from the concerned authorities.
- 27.** It is also agreed and understood that the PROMOTERS shall only pay proportionate charges towards Property tax, Service Charges, Sinking Fund, Insurance Charges, NA Tax, Lease Rent as per actual for Flat/ Shop lying vacant & unsold Flat/ Shop in the said Building. However the PROMOTERS 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 PROMOTERS give the Flat/ Shop on lease they shall pay all the proportionate charges as paid by all the other Flat/ Shop Allottees.
- 28.** Further, the PROMOTERS and the Allottee/s agree/s that the PROMOTERS can sell the premises in the said Project to any prospective buyer and such prospective buyers will become the members of the said Body without paying any transfer premium or any other charges to the said Society/ Condominium.

- 29.** The Allottee/s 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 PROMOTERS have agreed to and is/are executing this Agreement and Allottee/s hereby agree/s to indemnify and keep indemnified the PROMOTERS absolutely and forever from and against all and any damage or loss that may be caused to the PROMOTERS including inter-alia 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 PROMOTERS, by virtue of any of the aforesaid representations, assurances, declarations, covenants and warranties made by the Allottee/s being untrue and/or as a result of the PROMOTERS entering into this Agreement and/or any other present/future writings with the Allottee/s and/or arising there from.
- 30.** If the Allottee/s, before being put in possession of the said Flat/ Shop, desire/s to sell or transfer his/her/their interest in the said Flat/ Shop or wishes to transfer or give the benefit of this Agreement to other person/s, the same shall be done only after the Allottee/s obtain/s the prior written permission of the PROMOTERS on their behalf. In the event of the PROMOTERS granting such consent the Allottee/s shall be liable to and shall pay 5% of the aggregate consideration to the PROMOTERS such sums as the PROMOTERS 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/assignee/s of the Allottee/s shall always be bound and liable by the terms, conditions and covenants hereof and on the part of the Allottee/s 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.
- 31.** All obligations of the Allottee/s and covenants made by the Allottee/s 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 Flat/ Shop may come.
- 32.** Any delay or indulgence shown by the PROMOTERS in enforcing the terms of agreement or any forbearance or giving of time to the Allottee/s shall not be constructed as a waiver on the part of the PROMOTERS or any breach or non-compliance of any of the terms and conditions of this Agreement by the

Allottee/s nor shall the same in any manner prejudice any rights of the PROMOTERS hereunder or in law.

33. ADDITIONAL TERMS: -

The PROMOTERS and the Allottee/s also agree/s to the following: -

The Allottee/s shall be permitted/ allowed to commence interior works in the said Flat/ Shop only upon obtaining the Occupancy Certificate/part Occupancy Certificate and after making all payments as per this agreement. Prior to carrying out the interior works in the said Flat/ Shop the Allottee/s shall give to PROMOTERS, in writing, the details of the nature of interior works to be carried out;

PROMOTERS shall be entitled to inspect all interior works carried out by the Allottee/s. In the event the PROMOTERS find that nature of the interior work being executed by the Allottee/s is/are harmful to the said Flat/ Shop or to the Structure, facade and/or elevation of the said building then, PROMOTERS can require the Allottee/s to stop such interior work and Allottee/s shall stop such interior work at once, without raising any dispute.

The Allottee/s will ensure that the debris from the interior works shall be dumped in an area earmarked for the same and will be cleared by the Allottee/s, on a daily basis, at no to PROMOTERS and no nuisance or annoyance to the other Allottees. All costs and consequences in this regard will be to the account of the Allottee/s.

The Allottee/s will further ensure that the contractors and workers (whether engaged by the Allottee/s) during execution of the interior work do not dump any material (waste or otherwise) of whatsoever nature either in the toilet, waste water line or soil line or in any other place other than those earmarked for the same, which may block the free flow of waste water, thus resulting in perennial choking and leakage in the said Flat/ Shop or the said building;

The Allottee/s shall ensure that the contractors and workers, do not use or spoil the toilets in the said Flat/ Shop or in the said Building and use only the toilets earmarked by the PROMOTERS for this purpose.

All materials brought into the said Flat/ Shop for carrying out interior works will be at the sole cost, safety, security and consequence of the Allottee/s and that PROMOTERS will not be held responsible for any loss/theft/damage to the same.

If during the course of carrying out interior works, any workmen sustain injuries of whatsoever nature, the same will be insured and taken care of, attended to and treated by the Allottee/s at his/her/their/its own cost, and that PROMOTERS will not be held responsible for the same. All liabilities and damages arising out of such injury will be borne and paid by the Allottee/s alone.

During the execution of interior works, if any of the Allottee/s contractor/workmen/agents/representatives misbehaves or is found to be in a drunken state, then the said contractor/workmen/ agents/ representatives will be removed forthwith and will not be allowed to re-enter the said Flat/ Shop and the said Building. Further, the Allottee/s shall be responsible for acts of such persons.

The Allottee/s shall extend full co-operation to PROMOTERS, their agents, contractors to ensure good governance of such interior works.

The Allottee/s shall ensure that common passages/walkways and any other common areas are not obstructed or damaged during the course of carrying out any works or thereafter.

If after the date on which the Allottee/s has/have taken possession of the said Flat/ Shop, any damage, of whatsoever nature (not due to defect in construction as envisaged in above), is caused to the said Flat/ Shop other Flat/ Shop in the building, neither PROMOTERS nor their Contractors will be held responsible for the cost of reinstating or repairing the same and that Allottee/s alone will be responsible for the same and the PROMOTERS responsibility towards the defect Liability shall stand suspended to the extent of the said Flat/ Shop.

34. BINDING EFFECT:

Forwarding this Agreement to the Allottee/s by the PROMOTERS does not create a binding obligation on the part of the PROMOTERS or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the PROMOTERS. If the Allottee/s fail/s to execute and deliver to the PROMOTERS this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the PROMOTERS, then

the PROMOTERS shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.

- 35.** The Allottee/s further agree/s and bind himself/herself/themselves to pay from the date of delivery of possession of the said premises (the date means the date of which the PROMOTERS builder shall give notice to the Purchaser/s that the said Premises is ready to be handed over to him/her/them) the proportionate share to be determined by the PROMOTERS and all outgoing taxes and other taxes levies, local taxes, N. A. taxes, betterment charges or such other levies by the CIDCO Ltd., /Town Planning Authority or Government, insurance insurances, water charges, common lights, sewage, sanitation, electric bills and repairs and salaries of Clerks, Bill Collectors, Chowkidars (Watchmen), Sweepers, all other expenses incidental to the management and maintenance of the plot until the CIDCO Ltd.,/Town Planning Authority taxes and water charges are fixed and /or assessed separately and exact amounts are worked out for each of the Premises.

36. 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 Flat/plot/building, as the case may be.

37. RIGHT TO AMEND:

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

**38. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/
SUBSEQUENT ALLOTTEES:**

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

39. 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.

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

Wherever in this Agreement it is stipulated that the Allottee/s has/ have to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Flat/ Shop to the total carpet area of all the Flats/ Shops in the Project.

41. 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.

42. PLACE OF EXECUTION: -

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

43. The Allottee/s and/or PROMOTERS 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 PROMOTERS will attend such office and admit execution thereof.

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

Allottee/s:

Mr. _____

Notified Email ID: _____

Promoters:

M/S.PAWAN ENTERPRISES

Shop No.01, Plot No.272, Sector 19,

Ulwe, Tal. Panvel, Dist. Raigad,

Navi Mumbai – 410 206

Notified Email ID: _____

It shall be the duty of the Allottee/s and the PROMOTERS 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 PROMOTERS or the Allottee/s, as the case maybe.

45. JOINT ALLOTTEES: -

That in case there are Joint Allottees all communications shall be sent by the PROMOTERS to the Allottees 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.

46. After the Company / Society / Association as the case may be is formed & charge is handed over to them by the PROMOTERS, the Allottee/s shall pay his/her/their contribution / outgoings directly to the said Company / Society / Association.

47. THE Allottee/s shall at no time demand partition of their interest in the said building. It is being hereby agreed and declared by the parties that the interest in the said building is impart able and it is agreed by the Allottee/s

that the PROMOTERS shall not be liable to execute any document for that purpose in respect of the said Flat/ Shop in favour of the PURCHASER/S.

48. The PROMOTERS shall also be entitled to display advertisement on the walls or the water tanks standing on the terrace and the PROMOTERS shall exclusively be entitled to the income that may be derived by display of the said advertisements. The Allottee/s hereby undertake/s that he/she will not raise any objection for the same.

49. The PROMOTERS shall have the right to make addition and/ or alterations and raise or put up additional structures as may be permitted by the CIDCO Ltd /Town Planning Authority. It is expressly agreed that the PROMOTERS alone shall be entitled to any F.S.I. which may become available in respect of the said property and /or T.D.R. of any other property available in any manner whatsoever at any time hereafter by virtue of any change in the law or by virtue of any amendment in the law applicable or any notification or order passed by the Government of Maharashtra or the union of India or the Corporation or any other public or private body or authority, as the case may be , and the Allottee/s further confirm/s that the PROMOTERS shall be entitled to utilise the said F.S.I. by constructing additional Building or Buildings or floor/s or tenements or structures on the said plot and said Property as the PROMOTERS may desire without any interruption dispute or objection by the Allottees or any other Co-operative Society, or any other body or organization of prospective Allottee/s of the premises in the said building of Complex in any manner whatsoever.

50. STAMP DUTY AND REGISTRATION: -

All costs, charges including the stamp duty and registration charges payable in respect of this agreement shall be borne and paid by the Allottee/s. And the proportionate share of stamp duty and registration of Deed of Conveyance in favour of Co-operative Housing Society, to be executed by the Corporation shall be borne and paid by the Allottee/s and the PROMOTERS shall in no way either be liable or responsible for the same.

51. WHEREAS the name of the building to be constructed for the members of the Co-operative Housing Society shall be **“STONE VISTA”** and shall not be changed without the written permission of the PROMOTERS.

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

53. 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 Navi Mumbai courts will have the jurisdiction for this Agreement.

SCHEDULE OF PLOT

All that piece or parcel of land bearing **Plot No.272**, under **12.5% (Gaothan Expansion Scheme)**, in **Sector-19**, at **Ulwe, Navi Mumbai, Tal. Panvel & Dist. Raigad**, containing by admeasurement **1049.8 Sq.Mtrs** area or thereabouts and bounded as follows:-

On or towards the North by : Plot No.261
On or towards the South by : 24 Mtrs Wide Road
On or towards the East by : Plot No.271
On or towards the West by : Plot No.273

SECOND SCHEDULE

Flat/ Shop No. _____ on the _____ **Floor**, admeasuring about _____ **Sq. Mtrs Carpet Area** along with _____ **Sq. Mtrs Terrace/ Balcony area** in the Building (comprising of **Ground plus Fourteen** upper floors) known as "**STONE VISTA**", situated on **Plot No. 272**, under Gaothan Expansion Scheme, in **Sector No.19**, at **Ulwe, Navi Mumbai, Taluka Panvel & District Raigad** and the said plot bounded as follow :-

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 "**PROMOTERS**")
M/S.PAWAN ENTERPRISES

P.A.N.- _____)

by & through its Partner,

In the presence of

1. _____)
2. _____)

SIGNED, SEALED AND DELIVERED BY THE)

Within named **'THE ALLOTTEE/S'**

_____)

P.A.N.- _____

In the presence of

1. _____)
2. _____)

RECEIPT

RECEIVED of and from the within named Allottee/s, _____
the sum of Rs. _____/- [Rupees _____
_____ Only] towards _____ the part/full and final payment
of sale price of the said _____ Flat/ Shop to be paid by him/ her/ them to us.

Annexure '1'

The facilities/ amenities provided in the building and/or provided in the common areas and/or in the layout as the case may be, shall be specifically listed/mentioned in the Second Schedule at the model form of agreement provided at Annexure 'A' under Rule 10 of the Rules in the manner as enumerated hereunder:

Second Schedule Above Referred to

A.) Description of the Common areas provided:

	Type of common areas provided	Proposed Date of Occupancy Certificate	Proposed Date of handover for use	Size/ area of the common areas provided
I	Lobby	31/07/2028		
ii	Staircase	31/07/2028		

B.) Facilities / amenities provided/to be provided within the building including in the common area of the building:

	Type of facilities/amenities	Phase Name/N	Proposed Date of	Proposed Date of Handing over	Size/area of	FSI utilized
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	ties provided	umber	Occupancy Certificate	to the Society/common organization	the facilities/amenities	ed or free of FSI
I	Fitness Centre		31/07/2028			
ii	Society Office		31/07/2028			
iii	Meter Room		31/07/2028			
iv	Driver Room		31/07/2028			
V	Toilet		31/07/2028			
vi	Vitrified Flooring		31/07/2028			
vii	Granite Kitchen Platform		31/07/2028			
viii	Decorative Doors		31/07/2028			
ix	Branded Sanitary Fittings		31/07/2028			
X	Concealed Wiring		31/07/2028			
xi	Checked Flooring		31/07/2028			

C.) Facilities/ amenities provided/to be provided within the Layout and/or common area of the Layout:

	Type of facilities/amenities provided	Phase Name/Number	Proposed Date of Occupancy Certificate	Proposed Date of Handing over to the Society/common organization	Size/area of the facilities/amenities	FSI utilized or free of FSI
i	Nil					
ii						

D.) The size and the location of the facilities/ amenities in form of open spaces (RG/PG etc.) provided / to be provided within the plot and / or within the layout.

	Type of Open Spaces (RG/PG) to be provided	Phase Name/Number	Size open spaces to be provided	Proposed Date of availability for use	Proposed Date of handing over to the Common Organization
i	Nil				
ii					

E.) Details and specifications of the lifts:

	Type Lift (passenger/services/stretcher/goods/fire evacuation/any other)	Total no of Lifts provided	Number of passenger or carrying capacity in weight (kg)	Speed (mtr/sec)

i	Fire Lift	1		
ii	Stretcher Lift	1		
iii	Car Lift	2		

Note:

At 'A': to provide the details of the common areas provided for the project.

At 'B': to provide the details of the facilities/amenities provided within the building and in the common area of the building.

At 'C': to provide the details of the facilities/amenities provided within the Layout and/or common area of the Layout.

At 'D': to provide the details of the facilities/amenities provided in form of open spaces (RG /PG etc.) provided / to be provided within the plot and / or within the layout.

At 'E': to provide the details and specifications of the lifts.