

AGREEMENT TO SALE

THIS AGREEMENT is made and entered into at Dronagiri, Navi Mumbai, Tal. Uran, Dist. Raigad on this ____ **day of** _____ **20**____
BETWEEN **M/S. DEV KRUPA ENTERPRISES [Partnership Firm]** Constituted under the provision of The Indian Partnership Act 1932, **having its Office at 811/812, The Land Mark, Plot No. 26A, Sector-7, Kharghar, Navi Mumbai, Tal. Panvel, Dist. Raigad**, hereinafter for brevity's sake is called and referred to as "**THE DEVELOPERS-1**" AND **M/S. GIRIRAJ CORPORATION [Partnership Firm]** Constituted under the provision of The Indian Partnership Act 1932, having Office address at **C/O. Kiran Stationers, 7 Bora Bazar Street, Fort, Mumbai - 400 001**, hereinafter for brevity's sake is called and referred to as "**THE DEVELOPERS-2**" (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

MR. _____
_____,
residing at _____
_____,
hereinafter for brevity's sake is called and referred to as "**THE ALLOTEE /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 Directors, their successors and assigns) of the **OTHER PART.**

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

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

AND WHEREAS The City and Industrial Development Corporation of Maharashtra Limited under the application received from Project affected Villagers had allotted the **Plots bearing No. 37, 38, 39, adm. 4299.95 sq.mtrs. at Sector-51, Dronagiri, Navi Mumbai, Tal. Uran, Dist. Raigad** under its 12.5% Scheme in the name of project affected and entitled Villagers **vide under CIDCO File No. 449** in the name of Project Affected Villagers/Applicants [1] **SHRI. MOHAMMED ZAFER ABDUL LATIF BHAJI**, [2] **SHRI. FAUJAN RAUF BHAJI**, [3] **SMT. KHIRUNISA ABDUL SAMI BHAJI**, [4] **SHRI. MUNAF ABDUL SAMI BHAJI**, [5] **SHRI. ENTHAK ABDUL SAMI BHAJI**, [6] **SMT. GULJAR NASIM ADHIKARI**, [7] **SMT. MAKDUM alias SHAZIYA GITE [BHAJI]** and on payment of Lease Premium of **Rs. 1,61,810/- [Rupees One Lac Sixty One Thousand Eight Hundred Ten Only]**, **Agreement to Lease executed on 20th February 2008 BETWEEN THE CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD. (CIDCO LTD) the Licensors Party of ONE PART AND SHRI. MOHAMMED ZAFER ABDUL LATIF BHAJI & Six [06] Others**, the Licensees Party of **OTHER PART** and had handed over the possession of the aforesaid allotted plots to the Licensees and permitted to construct building thereon within available F.S.I (Floor Space Index) as per the approve plan, Commencement Certificate to be obtained from Town Planning Dept. of CIDCO Ltd. The said Agreement to Lease registered with the Concerned Sub Registrar of Assurances at Uran vide under **Registration Sr. No. 275/2008 dtd. 20th February 2008.**

AND WHEREAS the Original Licensees due to their personal difficulties were unable to develop the said plots by way of constructing building thereon and decided to assign all their right, title, interest over the said plots in favour of any prospective Assignees/New Licensees with the prior permission of CIDCO Ltd. and other competent authority.

AND WHEREAS The Original Allottees/Licensees of plots had made an application to the CIDCO Ltd. for its permission to assign, transfer of the license and all other right, title over the said plots in favour of New Licensees **M/S. GIRIRAJ CORPORATION [Partnership Firm]** through its Partners **SHRI. KARSAN RANCHHOD PATEL & SHRI. KARSAN KAMA PATEL**, The CIDCO Ltd. had granted its permission of transfer of the said plot and on payment of transfer fees, the said Plots transferred by execution of **Tripartite Agreement dtd. 31st March 2008** executed between The CIDCO Ltd. the Party of First Part **AND [1] SHRI. MOHAMMED ZAFER ABDUL LATIF BHAJI**, [2] **SHRI. FAUJAN RAUF BHAJI**, [3] **SMT. KHIRUNISA ABDUL SAMI BHAJI**, [4] **SHRI. MUNAF**

ABDUL SAMI BHAIJI, [5] SHRI. ENTHAK ABDUL SAMI BHAIJI, [6] SMT. GULJAR NASIM ADHIKARI, [7] SMT. MAKDUM alies SHAZIYA GITE [BHAIJI] the Original Licensees Party of Second Part **AND M/S. GIRIRAJ CORPORATION [Partnership Firm]** through its Partners **SHRI. KARSAN RANCHHOD PATEL & SHRI. KARSAN KAMA PATEL,** the New Licensees Party of Third Part. The said Tripartite Agreement had duly stamped & registered by and before the Sub Registrar of Assurances Uran vide under **Registration Sr. No. 0829/2008 dtd. 31st March 2008.** The CIDCO Ltd. on furnishing of registered copy of Tripartite Agreement had transferred the said Plots in the name of **M/S. GIRIRAJ CORPORATION [Partnership Firm]** vide through its Final Order bearing No. CIDCO/ESTATE/NA/12.5% SCHEME/DRONAGIRI/449/2008 dtd. 07th April 2008 had transferred the said plots in the name of **M/S. GIRIRAJ CORPORATION [Partnership Firm].**

AND WHEREAS The New Licensees of plots had made an application to the CIDCO Ltd. for its permission to assign, transfer of the license and all other right, title over the said plots in favour of Subsequent New Licensees **M/S. GIRIRAJ CORPORATION [Partnership Firm] & M/S. DEV KRUPA ENTERPRISES [Partnership Firm],** the CIDCO Ltd. had granted its permission of transfer of the said plots in their Joint Name as Subsequent New Licensee No. 1 & 2, on payment of transfer fees, the said Plots transferred by execution of **Tripartite Agreement on 20th October 2014** executed between The CIDCO Ltd. the Party of First Part **AND M/S. GIRIRAJ CORPORATION [Partnership Firm]** the New Licensees Party of Second Part **AND [1] M/S. GIRIRAJ CORPORATION [Partnership Firm]** through its Partners **SHRI. KARSAN RANCHHOD PATEL & SHRI. KARSAN KAMA PATEL, [2] M/S. DEV KRUPA ENTERPRISES [Partnership Firm]** through its Partner **[1] SHRI. GANESH BECHARA PATEL, [2] SHRI. MUKESH GOKALBHAI MATHUKIA, [3] SHRI. KESHAVJI NARAN PATEL, [4] SHRI. PARBAT DANA PATEL, [5] SHRI. MAHESH PUNJALAL PATEL,** the Subsequent New Licensees Party of Third Part. The said Tripartite Agreement registered with the Concerned **Sub Registrar of Assurances Uran vide under Registration Sr. No. URAN-1483/2014 dtd. 13th November 2014.** The CIDCO Ltd. on furnishing of registered Copy of Tripartite Agreement transferred the said Plots in the name of Subsequent New Licensees vide through its Final Order **bearing No. CIDCO/ESTATE /12.5% SCHEME/DRONAGIRI-449/2014** dtd. 24th November 2014 had transferred the said plot in the name of **M/S. GIRIRAJ CORPORATION**

[Partnership Firm] & M/S. DEV KRUPA ENTERPRISES [Partnership Firm] referred herein Developers No.2 & Developers No.1 respectively.

AND WHEREAS the Developers No.2 herein of Plots had submitted the building plan through their **ARCHITECT SATISH V. AHUJA** to The Associate Planner (BP) Navi Mumbai & Khopta. The Town Planning Dept. of CIDCO of Maharashtra Ltd. for its approval to construct **Residential Cum Commercial Building "A" Wing** Consisting **Ground [Stilt + Nineteen [19] Upper Floors] & "B" Wing Ground [Stilt + Eighteen [18] Upper Floors]**, on the **Plots bearing No. 37, 38 & 39, Sector-51, Dronagiri, Navi Mumbai, Tal. Uran, Dist. Raigad** and the same was approved vide under Development Permission & **Commencement Certificate Ref. No. CIDCO/BP-5847/ATPO[NM&K /2013/984-985 DTD. 8th July 2013** issued by The Additional Town Planning Officer (BP) Navi Mumbai & Khopta.

AND WHEREAS on transfer of said Plot in the joint name of Subsequent New Licensees/Developers herein, the New & Amended Plan of Residential Cum Commercial Building had submitted for its approval and to issue the Fresh Commencement Certificate to their joint name. The Town Planning Department of CIDCO of Maharashtra Ltd. had issued **Amended Commencement Certificate bearing No. CIDCO/BP-5847/TPO [NM&K]/2015/230 dtd.12th March 2015**, Copy of the Development Permission & New Commencement Certificate are annexed hereto and marked as **Annexure "D" & "E"**.

AND WHEREAS the Town Planning Dept. of CIDCO of Maharashtra Ltd. had permitted to construct residential cum commercial building thereon by the Developers herein, subject to Developers shall observe all the terms & conditions, stipulations & restrictions which are laid down by the sanctioning authority or any other Governmental or Local Authority for the purpose of development of the said plot and upon the observance of which only the completion and the Occupation Certificate in respect of the said proposed building/s shall be granted by the concerned local authority i.e. Town Planning Dept. of CIDCO of Maharashtra Ltd.

AND WHEREAS Developers herein have entered into an Agreement with the **ARCHITECT SATISH V. AHUJA** an Architect registered with the Council of Architects having his **Office at Aashiyana "C" Wing, 1st Floor, Sector No.17, Vashi, Navi Mumbai, Tal. & Dist. Thane** and also appointed **INTEGRATED ARCHITECT & DESIGNERS (I) PVT. LTD.** having **Office at 207-Ecospace, Mogra Village, Andheri (E)**

Mumbai-400 069 as Structural Designers for preparing structural designs and drawings and 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 Developers No. 1 & Developers No.2 herein have as per their mutual understanding decided to share the units/flats /shops of building in the agreed sharing units, more particularly as per list of sharing of units/flats/shops enclosed herewith and accordingly sale consideration will be accepted in their individual account and for the same other Co-Licensee/Developers shall have free consent [Copy of Sharing units/flats/shops enclosed herewith as **Annexure "F"**]. Whereas Good Service Tax [GST], VAT, Advance Maintenance, Society Formation Charges & Club Membership to be collected for the all units /flats/shops of the building in the name of Developers No. 1. The Development Charges, Floor Rise & Other Charges to be collected by both the developers respectively for their respective shares of units and further Developers herein will not have any objection, shall have free consent to Financial Institution for the release, disbursement of payment of loan amount borrowed by the prospective purchasers in favour concerned Developers of whose shares the units/flats/shops agreed to be purchased.

AND WHEREAS the Developers herein have decided to sale on ownership the units/flats/shops of building to be constructed on the said plots to be known as **"DEV LUXURIA" [Residential Cum Commercial]** consisting of Two [02] Buildings numbered as **Wing "A"** Consisting of **Ground + Nineteen [19] Upper Floors AND Wing "B"** Consisting of **Ground + Eighteen [18] Upper Floors**, "more particularly as per copy of Commencement Certificate enclosed herewith and shown in approved plan". The requisite deeds, documents as require under [i] **The Transfer of Property Act 1882**, [ii] **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)** & [iii] **The Real Estate [Regulation and 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, Office at Office No. 116/117, 1st Floor, Sai Chamber, Plot No. 44, Sector-11,C.B.D. Belapur, Navi Mumbai –**

400 614, Tal. & Dist. Thane, which confirm the nature & title of the said plot on which the said proposed building to be constructed has been annexed hereto and marked **Annexure "B"**.

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

AND WHEREAS the Developers 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.

AND WHEREAS the Purchaser/s demanded inspection of Document & Title from the Developers and the Developers have given inspection to the Purchaser/s of all the documents of title relating to the said land/plots, **Agreement to Lease executed on 20th February 2008, Tripartite Agreement dtd. 31st March 2008 & Tripartite Agreement on 20th October 2014** and the plans, designs, specifications prepared by the Architects, Advocate Title Certificate, Copy of Certificate of Registration of Partnership Firm and of such other documents as are specified under The Transfer of Property Act 1882 and 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 and 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 have agreed to give on demand the true copies thereof to the Purchaser/s.

AND WHEREAS the Developers have accordingly commenced construction of the said buildings in accordance with the said proposed plans.

AND WHEREAS the Purchaser has applied to the Developers for allotment of an **Flat/Shop bearing No. _____ on _____ Floor, “_____” Wing of Project known as “DEV LUXURIA”, situated at Plots bearing No. 37, 38 & 39, Sector-51, Dronagiri, Navi Mumbai, Tal. Uran, Dist. Raigad.**

AND WHEREAS as per the guild 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 an Flat/Shop, excluding the area covered by the external walls, areas under serives shaft exclusive balcony/otla appurtenant to the said Flat/Shop for exclusive use of the Allottee/Purchaser or Verandah area and exclusive Open Terrace area appurtenant to the said Flat/Shop for exlusive use of the Allottees/Purchasers but includes the area covered by the internal partition walls of the Flat/Shop.

AND WHEREAS the Developers have registered the project under the provisions of **The Real Estate [Regulation & Development Act, 2016 with The Real Estate Regulatory Authority at Navi Mumbai No. _____**. Copy of the Certificate is annexed hereto and marked **Annexure "G"**.

AND WHEREAS prior to the execution of these presents the Allottee/Purchaser has paid to the Developers a sum of **Rs. _____/- [Rupees _____ Only]** being part payment of the sale consideration of the Flat/Shop agreed to be sold by the Developers to the Allottee /Purchaser as advance payment or application fee [the payment and receipt whereof the Developers doth hereby admit & acknowledged] and the Allottee/Purchaser has agreed to pay to the Developers, the balance of the sale consideration in the manner hereinafter appearing.

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.

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

1. The Developers have commenced the construction work of the consisting of Two [02] Buildings numbered as **Wing “A”** Consisting of

Ground + Nineteen [19] Upper Floors] AND Wing “B” Consisting of **Ground + Eighteen [18] Upper Floors]** on the said piece or parcel of plots, 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 Town Planning Department of CIDCO of Maharashtra Ltd. and concerned local authority and the same is also approved by the Purchaser/s with only such variations and modifications as the Developers have considered necessary or deem fit or as may be required by any Public Authority to be made subject to the Developers not affecting the said premises agreed to be purchased by the Purchaser/s and who shall not object to any such variation or alteration. Provided that the developers 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 of the Purchaser.

2. The Developers hereby confirmed that they are developing the said plots in accordance with the sanctioned plans and the Floor Space Index available of the said plots, which will not be utilized by him/her/them at any other place.

3[a]{i}. The Purchaser’s herein has/have agreed to purchase, acquire from Developers and the Developers hereby agrees to sell to the Purchaser, **Flat/Shop bearing No. _____ on _____ Floor, having As per RERA Define Carpet area adm. _____ sq.mtr. excluding the area of enclosed Balcony adm. _____ sq. mtr., C.B. adm. _____ sq.mtr. & Terrace adm. _____ sq. mtr. and in building numbered as Wing "A"/"B" of Project known as “DEV LUXURIA”, situated at Plots bearing No. 37, 38 & 39, Sector-51, Dronagiri, Navi Mumbai, Tal. Uran, Dist. Raigad,** “more particularly as shown in marked in Floor Plan enclosed herewith as **Annexure “E”** against the payment of agreed sale consideration amount of **Rs. _____/- [Rupees _____ Only]**

including **Rs. _____/- [Rupees _____ Only]** The said consideration amount includes society formation charges and documentation charges but does not include the taxes and other statutory payments which are to be paid separately by Allottee. The Allottee/Purchasers is/are well aware about the benefits of GST [Good Service Tax] considered in determining the stated consideration in terms of its impact on present & estimated future reduction in construction material cost

vice versa. The said amount of agreed sale consideration to be made in favour of Developers No. _____.

ii} **RESERVATION FOR CAR PARKING :**

- Allottee/Purchasers has/have vide request letter dated _____, requested for reservation of one covered car parking (the “**car parking**”) to be used to park its motor vehicle. Accordingly, Promoter hereby reserves one car parking for exclusive use of Allottee. The car parking is subject to final building plan approved by the corporation at the time of grant of occupancy certificate and exact parking shall be allotted at the time of possession on the basis of final plan.

- Allottee shall not be allowed to allot/transfer/let-out said car parking to any outsider/visitor i.e. other than the unit Allottee of said unit.
 - The said car parking space shall be used only for the purpose of parking motor vehicle and not for any other purpose.
 - The society shall finally ratify the reservation of such car parking in its first meeting at the time of handover by the Promoter.
 - The Allottee shall not park his/its Car/ vehicle in any space except for his/its designated car parking space.
 - The Allottee shall be allowed to park only ONE Car Park and in case he/it park additional car the same shall be treated as breach of this Agreement.
 - The Allottee/Purchasers hereby undertakes that he/she/they will be solely & exclusively concerned with the Car Parking to be allotted to him/her/them only and shall not come across with any hindrance, nuisance or issue in connection with Car Parking in any manner whatsoever to be allotted or have been allotted by Developers to any other Allottee/Purchasers as per terms & conditions may be decided among them.

OR

- Allottee has vide request letter dated _____ informed the promoter that he/she does not require any car parking space in said project. Accordingly, no reservation of other car parking space is made against said unit.
- Allottee undertakes, assures and guarantees not to claim any car parking space in said project in future, nor raise any objection to use of car parking by other Allottees.

The Allottee has negotiated the consideration herein above by offering to pay to the Promoter consideration and thereby have paid **Rs.** _____/- **[Rupees _____ Only]** on or before execution of these present being as part payment, receipt for the said part payment hereby admits & acknowledged hereinafter separately and the Balance amount of sale consideration of sum of **Rs.** _____/- **[Rupees _____ Only]** in the following manner which has been accepted by the Developer

1)	Booking and registration	___%
2)	On Commencement of Plinth	___%
3)	On Completion of Plinth	___%
4)	On Commencement of 1st Slab	___%
5)	On Commencement of 2nd Slab	___%
6)	On Commencement of 3rd Slab	___%
7)	On Commencement of 4th slab	___%
8)	On Commencement of 5th slab	___%
9)	On Commencement of 6th slab	___%
10)	On Commencement of 7th slab	___%
11)	On Commencement of 8th slab	___%
13)	On Commencement of 9th slab	___%
14)	On Commencement of 10th slab	___%
15)	On Commencement of 11th slab	___%
16)	On Commencement of 12th slab	___%
17)	On Commencement of 13th slab	___%
18)	On Commencement of 14th slab	___%
19)	On Commencement of 15th slab	___%
20)	On Commencement of 16th slab	___%
21)	On Commencement of 17th slab	___%
22)	On Commencement of 18th slab	___%

23) On Commencement of 19 th & 20 slab	___%
24) On commencement of Internal Plaster	___%
25) On Commencement of External Plaster	___%
26) On PLUMBING/ELECTRICAL/TILING/PAINTING	___%
27) On Possession	___%
TOTAL	100%

Subject to the terms of the Agreement and the Developers abiding by the construction milestones, the Allottees shall make all payments, on demand by the Developers, within the stipulated time as mentioned in the payment schedule through account payee cheque/demand draft or online payment in favour of _____, payable at Navi Mumbai.

[c] The Total price above excludes Taxes [Consisting of Tax paid or payable by the Developers by way of Good Service Tax [GST], [Value Added Tax (VAT), 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 Developers] up to the date of handing over of possession of the Flat/Shop.

[d] The Total price is escalation free, save & 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 Developers 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 shall 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.

The Developers may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee(s) by discounting such early payments @ 6% (Six Percent) per annum for the period by which the respective instalment has 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.

[e] The Developers 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 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. If there is any reduction in the carpet area within the defined limit then Developeres shall refund the excess money paid by Purchaser within Forty Five [45] days with annual interest at the rest 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 shall demand additional amount from the Purchaser as per the next milestone of the payment plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 3(a) & (b) of this Agreement.

[f] The Allottee/Purchaser(s) authorizes the Developers 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 may in its sole discretion deem fit and the Allottee /Purchaser(s) undertake not to object/demand/direct the Developers to adjust his/her/their payments in any manner.

4.1) The Developers 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 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.

4.2) Time is essence for the Developers as well as the Allottee /Purchaser(s). The Developers shall abide by the time schedule for completing the project and handing over the Flat/Shop to the Allottee /Purchaser(s) and the common areas to the association of the Allottee /Purchaser(s) after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allotte(s) shall make

timely payments of the instalment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promotes as provided in Clause 3 (c) herein above. ("Payment Plan").

5) The Developers hereby declare that the Floor Space Index available as on date in respect of the project land is 6434.846 Sq. Mts. [Free of FSI, Fitness Centre area adm. 104.106 sq.mtr. & Society Office adm. 20.963 sq.mtr.] only. The Developers have disclosed the Floor Space Index of 1.496 as proposed to be utilized by him/them on the project land in the said Project and Allottee/Purchaser(s) 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 by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developers only.

6{i} If the Develoeprs fails to abide by the time schedule for completing the project and handing over the [Apartment/Flat/Shop] to the Purchaser, the Developers agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule As Per MAHA RERA on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the Developers, interest as specified in the Rule, on all the delayed payment which become due & payable by the Purchaser to the Developers under terms of this Agreement from the date the said amount is payable by the Allottee/Purchaser[s] to the Developers.

6{ii} Without prejudice to the right of Developers 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 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 shall at his own option, may terminate this Agreement.

6{iii} Provided that, Developers 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 within the period of

notice then at the end of such notice period, Developers shall be entitled to terminate this Agreement.

6{iv} Provided further that upon termination of this Agreement as aforesaid, the Developers 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] within a period of Thirty [30] days if the termination, the installments of sale consideration of the Flat/Shop which may till then have been paid by the Allottee/Purchaser to the Developers.

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

7. The Developers shall give possession of the Flat/Shop to the Purchaser on or before 31st day of December 2020 if the Developers fails or neglects to give possession of the Flat/Shop to the Purchaser on account of reasons beyond his control and of his agents by the aforesaid date then the Developers shall be liable on demand to refund to the Purchaser the amounts already received by him in respect of the Flat/Shop with interest at the same rate as may mentioned in the Clause No. 6{i} herein above from the date the Developers recived the sum till the date the amounts and interest threon is repaid. Provided that the Developers shall be entitled to reasonable extention of time for giving delivery of flat/shop on the aforesaid date, if the completion of building in which the flat is to be situate is delayed on account of.

[i] War, Civil Commotion or Act of God,

[ii] Non-availability of steel and/or cement or other Building materials and/or Water supply or Electric Power

[iii] Any Notice, Order, Rule, Notification of the Government and/or Other Public or Competent Authority/Court.

[iv] For any of the other causes or beyond the controls of the Society/Developers.

8.1 **PROCEDURE FOR TAKING POSSESSION:**

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

shall give possession of the Flat/Shop to the Allottee/Purchaser. The Developers 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. The Allottee/Purchaser agree(s) to pay the maintenance charges as determined by the Developers or association of Allottee/Purchasers, as the case may be. The Developers 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.

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

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

8.4 If within a period of Five [05] years from the date of handing over the Flat/Shop to the Allottee/Purchaser, the Allottee/Purchaser brings to the notice of the Developers 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 Developers 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, compensation for such defect in the manner as provided under the Act. This warranty is applicable **ONLY IF AFTER** occupying the Flat/Shop the Allottee/Purchaser shall maintain the Flat/Shop in the same condition as it was handed over to him/her/their by the Developers. In case he /she/they makes any changes like shifting of the walls, doors, windows and their grills, bedrooms, kitchen, bathrooms, enclosing balconies, flower bed, extending rooms, changing flooring, plumbing

systems, electrical wiring, sanitary systems and fitting, fixing falls ceiling or doing any work affecting and damaging the columns and/or beams of the building, or damaging the stability of the structure of the building, intentionally or due to negligence, with or without the permission of the competent authority and/or society or association/company. Further, in the following cases where the Allottee/Purchaser (i) installs air-conditioners on the external walls haphazardly which may destabilise the structure (ii) Allottee/Purchaser and/or its tenants load heavy luggage in the lift, (iii) damage any portion of the neighbour's Flat/Shop or common area by drilling or hammering etc. and (iv) does not follow the conditions mentioned in the maintenance manual, the aforesaid warranty given by the Developers shall not be irrevocable.

9. The Allottee/Purchaser shall use the Flat/Shop or any part thereof or permit the same to be used only for purpose of *residence /office/shop/godown for carrying on any industry or business. (*strike of which is not applicable). He shall use the garage or parking space only for purpose of keeping or parking vehicle. It is expressly agreed by and between the parties hereto that notwithstanding anything herein contained, the purchaser shall not use the said premises for vehicle repair garage beer bar, Wine Shop, floor mill and chicken / mutton shop without the written prior consent from the developer/Society.

10. The Allottee/Purchaser along with other Allottee/Purchasers of Flat/Shop in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Developers may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Developers within seven [07] days of the same being forwarded by the Developers to the Allottee/Purchaser, so as to enable the Developers to register the common organisation 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.

11.1 The Developers 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/Developers and/or the owners in the said structure of the Building or wing inwhich the said Flat/Shop is situated subject to obtaining the Occupation Certificate /Completion Certificate from the competent authority and NOC from CIDCO of Maharashtra Ltd., etc.

11.2 Within Fifteen [15] days after notice in writing is given by the Developers to the Allottee/Purchaser that the Flat/Shop is ready for use and occupancy, the Allottee/Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat/Shop of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee/Purchaser shall pay to the Developers 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 Developers provisional monthly contribution for Eighteen [18] months of Rs. _____/- in advance towards the out goings. The amounts so paid by the Allottee/Purchaser to the Developers shall not carry any interest and remain with the Developers 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 orwing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Developers to the Society or the Limited Company, as the case may be.

12. The Allottee/Purchaser shall on or before delivery of possession of the said premises keep deposited with the Developers, the following amounts :-

- (i) Rs. _____/- for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
- (ii) Rs. _____/- for formation and registration of the Society or Limited Company/Federation/ Apex body.

(iii) Rs. _____/- for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company /Federation/Apex body

(iv) Rs. _____/- deposit towards provisional monthly contribution towards outgoings of Society or Limited Company /Federation/Apex body.

(v) Rs. _____/- For Deposit towards Water, Electric, and other utility and services connection charges.

(vi) Rs. _____/- for deposits of electrical receiving and Sub Station provided in Layout

13. The Allottee/Purchaser shall pay to the Developers a sum of Rs. _____/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Developers in connection with formation of the said Society, or Limited Company or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

14. 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, the Allottee/Purchasers' 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.

15. At the time of registration of conveyance or Lease of the project and the Allottee/Purchaser shall pay to the Developers, the Allottee /Purchasers share of stamp duty & 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.

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

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

[i] The Developers have clear & 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 have actual, physical and legal

possession of the project land for the implementation of the project.

[ii] The Developers 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 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 Developers have 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 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 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 Purchaser under this Agreement.

[viii] The Developers confirm that the Developers are not restricted in any manner whatsoever from selling the said Flat /Shop 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 shall handover lawful, vacant, peaceful, physical possession of the common area as of the Structure to the Association of the Allottee/Purchasers;

x. The Developers 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 which ever 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 in respect of the project land and/or the Project except those disclosed in the title report.

17. The Allottee/Purchaser or himself/themselves with intention to bring all persons into whose hands the Flat/Shop may come, hereby covenants with the Developers as follows :-

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

ii. Not to store in the Flat/Shop any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat/Shop is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat/Shop is situated, including entrances of the building in which the Flat/Shop is situated and in case any damage is caused to the building in which the Flat/Shop is situated or the Flat/Shop on account of negligence or default of the Allottee/Purchaser in this behalf, the Allottee/Purchaser shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Flat /Shop and maintain the Flat/Shop in the same condition, state and

order in which it was delivered by the Developers to the Allottee /Purchaser and shall not do or suffer to be done anything in or to the building in which the Flat/Shop is situated or the Flat/Shop which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee /Purchaser committing any act in contravention of the above provision, the Allottee/Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Flat/Shop or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat/Shop or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat/Shop is situated and shall keep the portion, sewers, drains and pipes in the Flat/Shop and the appurtenances thereto in good tenantable repair and condition and in particular, so as to support shelter and protect the other parts of the building in which the Flat/Shop is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Flat/Shop without the prior written permission of the Developers 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 Developers within fifteen [15] days of demand by the Developers, 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 Flat/Shop is situated.

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account

of change of user of the Flat/Shop by the Allottee/Purchaser for any purposes other than for purpose for which it is sold.

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

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

xi. Till a conveyance of the structure of the building in which Flat/Shop is situated is executed in favour of Society/Limited Society, the Allottee/Purchaser shall permit the Developers and 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.

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/Purchaser shall permit the Developers 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.

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

19. 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 Building or any part thereof. The Allottee/Purchaser shall

have no claim save and except in respect of the Flat/Shop hereby agreed to be sold to him/them and all open spaces, open parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Developers 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 SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Developers executes this Agreement he shall not mortgage or create a charge on the *[Flat/Shop] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/Purchaser who has taken or agreed to take such [Flat/Shop/Plot].

21. 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, 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 Developers, however, the same would be reimbursed by the Allottee/Purchaser to the Developers 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.

22. The Allottee/Purchaser is/are further made aware that potable water supply is provided by the NMMC 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 has 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. It is also agreed and understood that the Developers shall only pay proportionate charges towards Property tax, Service Charges, Sinking Fund, Insurance Charges, NA Tax, Lease Rent as per actuals for Flat /Shop lying vacant & unsold Flat/Shop in the said Building. However the Developers 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 gives the Flat/Shop on lease he shall pay all the proportionate charges as paid by all other Flat/Shop Allottee /Purchasers.

24. Further the Developers and the Allottee agree that the Developers can sell the premises in the said Project to any prospective buyer and such prospective buyers will become the member of the said Body without paying any transfer premium or any other charges to the said Society/Condominium.

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

26. If the Allottee/Purchaser, 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 /Purchaser obtain/s the prior written permission of the Developer on their behalf. In the event of the Developers granting such consent, the Allottee/Purchaser shall be liable to and shall pay 5% of the aggregate consideration to the Developers such sums as the Developers 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 Flat/Shop may come.

28. Notwithstanding anything contained herein, the Developers 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 Flat /Shop agreed to be purchased by the Allottee/Purchaser hereunder.

29. Any delay or indulgence shown by the Developers 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 or any breach or non compliance of any of the terms and conditions of this Agreement by the Allottee/Purchaser nor shall the same in any manner prejudice any rights of the Developers hereunder or in law.

30. **BINDING EFFECT**

Forwarding this Agreement to the Allottee/Purchaser by the Developers does not create a binding obligation on the part of the Developers or the Allottee/Purchaser until, firstly, the Allottee/Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 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. If the Allottee/Purchaser fails to execute and deliver to the Developers 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, then the Developers 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 Flat /Shop/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 /PURCHASER/SUBSEQUENT ALLOTTEE/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 [Flat /Shop/Plot], in case of a transfer, as the said obligations go along with the [Flat/Shop/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 & 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 [Flat/Shop/Plot] to the total carpet area of all the [Flat/Shop/Plots] in the Project.

36. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the others such instruments and take such other actions, in addition 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 through its authorized signatory at the Developers's Office, or at some other place, which may be mutually agreed between the Developers and the Allottee/Purchaser in after the Agreement is duly executed by the Allottee/Purchaser and the Developers 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. (Place).

38. The Allottee/Purchaser and Developers or his/her/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 or his authorized signatory or power of attorney will attend such office and admit execution thereof.

39. That all notices to be served on the Allottee/Purchaser and the Developers as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/Purchaser or the Developers by Registered Post A.D

NAME OF ALLOTTEE/PURCHASER'S ADDRESS

ADD: _____

Email Id _____

M/S DEVELOPERS NAME (DEVELOPER'S ADDRESS)

ADD: _____

Email Id _____

40. It shall be the duty of the Allottee/Purchaser and the Developers 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 Developers 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 to the Allottee/Purchaser whose name appears first and at the address given by him/her/their which shall for all intents and purposes to consider as properly served on all the Allottee/Purchasers.

42. STAMP DUTY AND REGISTRATION:-

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

43. DISPUTE RESOLUTION :-

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to Arbitrator as per provision of Arbitration and Conciliation Act, 1996, all the disputes and differences arising between the Developers and Allottee/Purchasers hereto, including any disputes and differences in regard to the interpretation of any provisional or term or the meaning thereof, or in regard to any claim of the Allottee/Purchasers against the Developers or in regards to the rights and obligation of the Developers and/or the Allottee/s hereunder the agreement or otherwise, howsoever shall be referred to common arbitrator as mutually decided by both, the Developers and the Allottee/Purchaser. In case of failure to settle the dispute by arbitration, which shall be referred to the RERA Authority as per the provisions of the Real Estate (Regulation and 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 have the jurisdiction for this Agreement

THE SCHEDULE ABOVE REFERRED TO

THE FIRST SCHEDULE

ALL THAT piece of land known as **Plot bearing No. 37, 38 & 39, containing by adm. 4299.95 sq.mtrs., in Sector-51, at Dronagiri, Navi Mumbai, Tal. Uran, Dist. Raigad** or thereabouts and bounded as follows that is to say:

On or towards North by : Proposed 30.00 Mtrs. wide Road
On or towards South by : Plot No. 40, 41, 42
On or towards East by : Plot No. 36
On or towards West by : Proposed 22.00 Mtrs. wide Road

THE SECOND SCHEDULE

Flat/Shop bearing No. _____ on _____ Floor, having Carpet area adm. _____ sq.mtr. excluding the area of Balcony adm. _____ sq. mtr. & Terrace adm. _____ sq. mtr. and in building numbered as Wing "A"/"B" of Project known as "DEV LUXURIA", situated at Plots bearing No. 37, 38 & 39, Sector-51, Dronagiri, Navi Mumbai, Tal. Uran, Dist. Raigad.

THE SCHEDULE OF COMMON AREA

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

THE THIRD SCHEDULE - ANNEXURE "C"

LIST OF AMENITIES FOR FLATS

FLOORING:

- 2' X 2' Vitrified tile flooring in Living, Bedroom & Kitchen.

KITCHEN:

- Granite Kitchen platform with S. S. Sink and Ceramic tiles dado upto beam level Kitchen platform.

BATH/WC:

- Concealed plumbing with good quality sanitary fittings.
- Reputed plumbing fittings.
- Glazed tiles dado up to lintel level.
- Ceramic tile flooring in Bath & WC.
- Good quality aluminium louvers in Bath & WC.

DOOR:

- Main door with decorative laminate finish and Internal flush doors.
- Marble Frame for all the doors of Bath & WC.
- Wooden door frames for other Rooms.

WINDOWS:

- Powder Coated Aluminum sliding windows.
- Granite Sill for all the windows of Bath & WC.

ELECTRICAL:

- Concealed wiring of ISI marked quality with common T.V/Telephone/Electrical Fans and Lighting points with circuit breakers and latest electrical switches.

COLOR:

- Internally good quality paint for entire flat.
- Externally good quality semi acrylic paint.

WATER TANK:

- Under ground & overhead tank with adequate storage capacity.

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 "DEVELOPERS NO.1"

M/S. DEV KRUPA ENTERPRISES [Partnership Firm]

Income Tax Permanent **A/C. No. AAefd0865E**

Through its authorized Partner

MR. _____

in the presence of

SIGNED SEALED AND DELIVERED by the within named

"DEVELOPERS NO.2"

M/S. GIRIRAJ CORPORATION [Partnership Firm]

Income Tax Permanent **A/C. No. AAGFG9044A**

Through its authorized Partner

MR. _____

in the presence of

SIGNED SEALED AND DELIVERED

by the within named "**PURCHASER/S**"

MR. _____

Income Tax Permanent **A/C. No.** _____

MR. _____

Income Tax Permanent **A/C. No.** _____

in the presence of

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

Received of and from **MR.** _____
_____, the PURCHASER'S sum of **Rs.** _____/-
(Rupees _____ Only)
being the part payment towards sale of **Flat/Shop bearing No.** _____
on _____ Floor, building Wing "A"/"B" of "DEV LUXURIA". The
said payment made as under:

Sr. No.	Date	Cheque No.	Drawn on	Amount
01.				
02.				
03.				
04.				
			Total Rs.	/-

WE SAY RECEIVED
Rs. _____/-

M/S. DEV KRUPA ENTERPRISES [Partnership Firm]

Through its authorized Partner

MR. _____

Note : This Receipt will be valid subject to realisation of all the aforesaid payments to the Account of Developers

ANNEXURE "A"

PAYMENT SCHEDULE OF FLAT

1)	Booking and registration	10%
2)	On Commencement of Plinth	10%
3)	On Completion of Plinth	10%
4)	On Commencement of 1st Slab	10%
5)	On Commencement of 2nd Slab	10%
6)	On Commencement of 3rd Slab	3%
7)	On Commencement of 4th slab	3%
8)	On Commencement of 5th slab	3%
9)	On Commencement of 6th slab	3%
10)	On Commencement of 7th slab	3%
11)	On Commencement of 8th slab	3%
13)	On Commencement of 9th slab	3%
14)	On Commencement of 10th slab	3%
15)	On Commencement of 11th slab	2%
16)	On Commencement of 12th slab	2%
17)	On Commencement of 13th slab	2%
18)	On Commencement of 14th slab	2%
19)	On Commencement of 15th slab	2%
20)	On Commencement of 16th slab	2%
21)	On Commencement of 17th slab	2%
22)	On Commencement of 18th slab	2%
23)	On Commencement of 19 th & 20 slab	2%
24)	On commencement of Internal Plaster	2%
25)	On Commencement of External Plaster	2%
26)	On PLUMBING/ELECTRICAL/TILING/ PAINTING	2%
27)	On Possession	2%
	TOTAL	100%