

AGREEMENT TO SELL

This Agreement made and entered into at Navi Mumbai on this _____ day of _____ 2015 by and between **MRS. PANKTI JIGNESH GORADIA**, a Sole Proprietor of **M/s. YUSHAN REALTY VENTURES**, having her office at 905-906, "Satra Plaza", Plot No. 20, Sector - 19-D, Vashi, Navi Mumbai - 400 705, hereinafter referred to as "**DEVELOPERS**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include her heirs executors, administrators and assigns) OF **ONE PART**

AND

MR. _____ Pan No. AIMP4430E, an adults, Indian Inhabitant residing at _____ ; hereinafter referred to as the "**PURCHASER**" (which expression shall unless it be repugnant to the context of meaning thereof be deemed to mean and include; in case of Individual/s: 'his/her/their heirs executors administrators'; of the **SECOND PART**

AND

Mr.Rajesh Alias Rajendra Dharma Jitekar and Mr.Deepak Dharma Jitekar residing at Dapoli, Paragaon, TalukaPanvel, District Raigad hereinafter referred to as **“THE CONFIRMING PARTY”** (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed mean and include its successors and assigns) of **THIRD PART:**

A. WHEREAS :

- I. The **CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD** is a Government Company within the meaning of the Companies Act 1956 (hereinafter referred to as "the CIDCO") having its registered office at Nirmal, 2nd Floor, Nariman Point, Mumbai - 400 021. The CIDCO has been declared as a New Town Development Authority, under the provisions of sub sec.(3-A) of Section 113 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra Act No. XXXVIII of 1966) (hereinafter referred to as "the said Act") for the New Town of New Bombay (subsequently rechristened as 'Navi Mumbai') by the Government of Maharashtra in the exercise of its powers for the area designated as Site for New Town under sub-section(1) of Section 113 of the said Act.
- II. The State Government has acquired land within the delineated territory of Navi Mumbai and vested the same in the CIDCO by an Order duly made in that behalf as per the provisions of Sec. 113 of the said Act;
- III. By virtue of being the Development Authority the CIDCO has been empowered under Section 118 of the said Act to dispose off any land

acquired by it or vested into it in accordance with the proposal approved by the state Government under the said Act.

- IV. That the Government of Maharashtra in consultation with the CIDCO of Maharashtra Ltd. promulgated a scheme for the rehabilitation of the persons who were affected by the acquisition of the land for the project of Navi Mumbai where under 12.5% of the land acquired from the land Party of the First Part should be allotted to him under lease.
- V. The Corporation laid down plots in Sector – 9, Ulwe, Tal Uran, Dist Raigad on one such piece of land so acquired by the State Government and subsequently vested by the State Government in the Corporation for being eased to its intending Lessees.

B. AND WHEREAS :

- I. Mr Rajesh Alias Rajendra Dharma Jitekar and Mr Deepak Dharma Jitekar residing at Dapoli, Pargaon, Taluka Panvel , District Raigad by their Application dated 16th February,1993 requested the Corporation to grant lease of a piece or parcel of land acquired and vested in the Corporation .
- II. The Corporation had consented to grant the lease of the Land admeasuring 3298.84 Sq.Mtrs lying and being at Plot No 95, Sector 9, Ulwe, Taluka - Panvel, District Raigad (hereinafter referred to as the **“SAID PLOT”**) for the purpose of Constructing building for residential and commercial purposes on the terms and conditions as laid down in the Agreement to Lease.

C. AND WHEREAS :

I. By an Agreement to Lease dated 29th day of May 2008 between the **CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD.** and Mr.Rajesh Alias Rajendra Dharma Jitekar and Mr.Deepak Dharma Jitekar residing at Dapoli, Pangaon, Taluka Panvel , District Raigad hereinafter referred to as (the Original Lessee), the Corporation vested all the rights of the Land to the Original Lessee.

I. Due to Paucity of funds the Original Lessee sought further to Assign the Plot and thereby requested the Corporation to grant the permission to transfer and assign its rights title, interest and/or benefits unto **MRS. PANKTI JIGNESH GORADIA**, a Sole Proprietor of **M/s. Yushan Realty Ventures**, having her office at 1104, "Satra Plaza", Plot No. 20, Sector – 19-D, Vashi, Navi Mumbai – 400 705, (hereinafter referred to as "**New Licensee**") Thus by virtue of this transfer of 50% of rights, title and interest in the said plot, the developers herein has to develop a commercial cum residential building at its own exclusive costs and thus the developer herein is entitled to sell entire wing B comprising of 46 Flats and 10 shops and the original land owner who is confirming party herein shall be entitled to 46 Flats of Wing A and 06 shops as shown in Annexure attached hereto.

D. AND WHEREAS :

I. Thereafter, by a Tripartite Agreement dated the 4th day of June, 2013 transferred 50% the said plot in favor of the Developers who came to

be was substituted as the New Licensee in respect of the said plot in the records of CIDCO.

- II. The New Licensee thereafter, got the said plot demarcated and have put up a boundary around it with due permission of CIDCO.
- III. The New Licensee is therefore seized and possessed of or otherwise well and sufficiently entitled to the piece and parcel of land bearing Plot No.95, Sector 9, admeasuring 3298.84 M² lying, being and situated at Ulwe (Tal. – Panvel, Dist – Raigad) Navi Mumbai under the Tripartite Agreement dated the 5th April, 2010 duly registered with the Sub-Registrar of Assurances Panvel at Sr. No.3561/2013.

E. AND WHEREAS:

- I. That in exercise of power u/s. 45 of the MRTP Act, the CIDCO passed the Assessment Order, issued Commencement Certificate and approved the plans for the development of the Agreement Plot, pursuant to the application of the Owner u/s. 44 thereof. Hereto annexed and marked **Annexures “A”, “B”, “C”** are the copies of the Assessment order, Commencement Certificate and Approved Plans
- II. The New Licensee propose to construct on the aforesaid plot, building complex to be known as **“MAPLE IVY ”** situated at Plot No.95, Sector 9, Ulwe, Dist.- Raigad as per the plans and permission referred hereinabove including such additions, modifications, revisions, alterations, therein if any, from time to time as may be approved by the CIDCO.

III. The New Licensee have sole and exclusive right to dispose off the Flats in the proposed new complex on ownership basis; The Purchaser/s has/have requested the Developer and the Developer have agreed to sell to the Purchaser/s a **Flat** bearing No. _____ on the ____ Floor in **WING B**, the building to be known as “**MAPLE IVY**” as shown in the typical floor plan annexed hereto and marked as **Annexure “D”**, being constructed on the said having along with the flower bed, pocket terrace, open/still car parking (hereinafter referred to as “the Flat”) as under.

i). The carpet area of the Flat is including enclosed balcony equivalent to _____ Sq.Ft.

Explanation : The enclosed balcony means the balcony that has been permitted to be enclosed as per the approved plan under Regulation 16.3(5)(d) of the GDCR for Navi Mumbai, 1975.

ii). The Terrace have been designed by the architect as per the prevailing policy of CIDCO (mentioned in Reg. 43.5 of the GDCR for Navi Mumbai Municipal Corporation 1994) which admeasures equivalent to 110 Sq.Ft.

iii) The flower-bed has been designed by the architect as per the policy of the Planning Authority which admeasures equivalent to _____ Sq.Ft.

iv) Stilt Car-Parking No - _____

IV. The Purchasers have agreed to pay _____ being the consideration ,thereof of the said Flat in accordance with the

provisions of the MAHARASHTRA OWNERSHIP FLATS (Regulation of Promotion, Sale, Management and Transfer) ACT, 1963 and in accordance with the progress of the construction work of the said Building; out of which details as follows has been received:-

The Balance Payment of _____ shall be. accordance with the Schedule of payment annexed hereto and marked as **Annexure "E"**.

- V. By executing this agreement, the Purchaser/s has/have accorded his/her/their consent as required under section 9 of MAHARASHTRA OWNERSHIP FLATS (Regulation of promotion, Sale, Management and Transfer) ACT, 1963 whereby the Developer/s will be entitled to mortgage or create charge on any Flat which is not hereby agreed to be sold by the Developer/s and continue to be the property of the Developer but the Developer/s hereby undertake to repay the loan if so taken with the entire interest and foreclose the mortgage and/or remove the charge within the reasonable time.
- VI. By executing this agreement, the Purchaser/s has/have accorded his/her/their consent whereby the Developer/s will be entitled to make such alterations in the structures in respect of the said Flat agreed to be purchased/acquired by the Purchaser/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;

- VII. The Developers expect to complete the construction of the building on the said plot on or before _____ within such time as may be permitted by CIDCO under Reg (7) of the New Bombay Disposal of Lands Regulations, 1975 which ever is later;
- VIII. The Developer/s intend that the various acquirers of Flat in the said building **“MAPLE IVY”** would form themselves into a co-operative society or limited company or legal body either separately or along with the purchasers of Flat in the building constructed on the said plot to which the land and the building constructed on it shall be conveyed as per the mandate of MOFA.
- IX. The Developer/s have given inspection to the Purchaser/s of the Agreement to Lease dated 29th May 2008, and Tripartite Agreement dated 4th June 2013, plans sanctioned by CIDCO, designs and specifications, letters, documents and all other papers as required under the provisions of Maharashtra Ownership of Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963, and the Rules framed thereunder and have also supplied to the Purchaser/s, the true copies of such documents as demanded by the Purchaser/s.
- X. The Developer/s are entering into a separate Agreement in a form similar to this Agreement with such changes and/or alterations as they deem fit with several other persons and parties who may agree to take up and acquire the Flat/s in the said building on ownership basis on the same terms and conditions as are contained herein

except and subject to such modifications as may be necessary or considered desirable or proper by the Developer;

- XI. The Developer/s have agreed to provide/procure the amenities to the Purchaser/s as set out in the **Annexure "G"** hereunder written subject to the provisions of this Agreement;

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

1. The recitals supra are intended to be treated as the integral part of this agreement for all purposes including the interpretation of this document.
2. The Developer/s shall under normal conditions construct the building consisting of Ground and 14 upper floors with two towers Wing A and Wing B on the said plot in accordance with the plans and specifications approved and sanctioned by the CIDCO. The Developer/s will be entitled to make such variations and modifications as the Developer/s may consider necessary or desirable or as may be required by the Government, the CIDCO or any other Public Body or Authority to be made in them. The said plans and specifications have been kept at the office of the Developer/s for inspection.
3. The Developer/s hereby agree to sell to the Purchaser/s (subject to the due and timely payment of the consideration and further subject to the due and proper performance and compliance of all the terms

and conditions herein appearing by the **Purchaser/s**) and the Purchaser hereby agrees to purchase from the Developer/s on the basis of carpet area¹ only being **Flat No.**_____ on the _____ **Floor** in **WING B** of the building to be known as “**MAPLE IVY**” being constructed on the said plot along with the flower bed, pocket terrace, open/stilt car parking (hereinafter referred to as “the Flat”) as under:

*N.B: The Developer/s have though agreed to sell and the Purchaser/s has/have agreed to purchase the said Flat, the price whereof has been worked out only on the basis of the carpet area mentioned supra, the Developer/s have constructed following area limited to the use of the Purchaser only, which are free from the calculation of F.S.I. as per the mandate of the Development Control Regulations have no charged and recovered any additional sum from the Purchaser/s:

- i. The carpet area of the Flat is including enclosed balcony equivalent to _____ Sq.Ft.

Explanation : The enclosed balcony means the balcony that has been permitted to be enclosed as per the approved plan under Regulation 16.3(5)(d) of the GDCR for Navi Mumbai, 1975.

- ii. The Terrace have been designed by the architect as per the prevailing policy of CIDCO (mentioned in Reg. 43.5 of the GDCR for Navi Mumbai Municipal Corporation 1994) which admeasures equivalent to _____ Sq.Ft.

¹ Carpet Area includes the area of the balcony as provided under the explanation appended to Section - 3(2)(n) of Maharashtra Ownership of Flats Act, 1963

- iii. The flower-bed has been designed by the architect as per the policy of the Planning Authority which admeasures equivalent to _____ Sq.Ft.
- iv. Stilt Car-Parking No -____.
4. In consideration of the Developer agreeing to sell the said Flat on the basis of the carpet area only, the Purchaser/s has/have agreed to pay to the Developers, a lumpsum price of _____ in accordance with the Schedule of payment annexed hereto and marked as **Annexure "E"**. The payment of the consideration STRICTLY as per the payment schedule is agreed and understood to be the essence of the contract for the payment of the installments as per the schedule is essential for the completion of the construction in the given time frame and the default may affect the completion of project within the committed time frame. The Purchaser has been explained that any default in the payment as per the schedule might cause loss/delay to the entire project. The Purchaser has therefore agreed not to commit any default in the payment as per the schedule of payment.

The Purchaser wishes to take a loan of the Balance Amount Payable and has explained to us that the Balance amount shall be paid by the Bank directly as and when demanded. The Purchaser also undertakes that if the Loan does not get sanction within 30 days from the date of registration than the Balance amount as and when due shall be paid by the Purchasers only and the Purchasers have indemnified the same to the Vendors herein. If the loan of the Bank

does not get sanctioned or at any point the Purchasers withdraws to pay the Balance amount, then in that case the present registered Agreement shall be cancelled and the ownership or possession of the said Flat shall be handed back to the Builders without any further claim rights title or interest of the Purchasers.

5. The Purchaser/s has/have prior to the execution of this Agreement, perused all the documents constituting title deeds, approved plans, commencement certificate, development permission and satisfied himself/themselves/herself about the title of the Developer/s to the said Flat and no requisition or objection shall be raised upon the Developer/s in any matter relating thereto. A copy of the Certificate of Title issued by Mangesh M. Chavan, Advocate, is hereto annexed as **Annexure "F"**. The Purchaser have independently of the said certificate made inquiries concerning the title of the Developer/s to the said property and the Purchaser/s has/have accepted the same and he/she/they shall not be entitled to raise or administer any requisition or objection in respect of the property or the Developer/s' title thereto.
6. The time for payment of the each every installment mentioned in the schedule of payment marked as **Annexure "E"** shall be of the essence of the contract. It is agreed that on the **Purchaser** committing default in payment of any amount on the due dates (including his/her/their proportionate share of taxes, rates, cesses, other charges, betterment charges and all other outgoings) and/or commits breach of any of the terms of this agreement, the Developer/shall be entitled at their options to terminate this

Agreement **PROVIDED AND ALWAYS** that the power to terminate herein contained shall be exercised by the Developer after giving the Purchaser/s 15 days prior notice in writing of their intention to terminate this Agreement and specifying the breach or breaches of terms and conditions on account of which the Developer intend to terminate the Agreement and if the Purchaser/s continues the default in remedying such breach or breaches within the stipulated period of fifteen days from the date of receipt of such notice from the Developer. It is further agreed that upon termination of this Agreement as stated herein the amount/s which the Purchaser/s may have till then paid to the Developer/shall stand forfeited and the Developer/shall be at liberty without prejudice to their other rights, including to claim damages to sell and dispose of the said premises to such person or persons at such price and on such conditions as the Developer may desire and deem fit in their absolute discretion and the Purchasers shall have no right in any manner whatsoever.

7. The Developer/s shall give notice to the Purchaser/s informing the Purchaser/s that the Developer have completed the unfinished plinth, casting of the various slabs and such other works as the case may be or that the possession of the said Flat will be delivered to the Purchaser/s on the date stipulated therein. Such notice shall require the amount of the installment or the balance amount payable by the Purchaser/s to the Developer within the period stipulated therein and the Purchaser/s shall within the said stipulated period pay the amount of the said installment of the balance amount to the Developer/s accordingly.

8. The specifications, materials, fixtures/fittings and all such other amenities shall be as per the list set out in the Annexure "G" hereunder written and the Purchaser/s has/have satisfied himself/herself/ themselves about the same as also about the design of the building.
9. It is expressly agreed that the Purchaser/s shall be entitled to the limited common areas and facilities appurtenant to the said Premises and the extent, nature and description of such limited common areas and facilities and the undivided interest which the Purchaser will enjoy in the limited common areas and facilities appurtenant to the said premises.
10. The Developer/s shall in respect of any amount unpaid by the Purchaser/s under this Agreement, have a first lien and/or charge on the said Flat agreed to be acquired by the Purchaser/s.
11. Any delay or indulgence by the Developer in enforcing the terms of this Agreement or any forbearance on their part or giving extensions of time by the Developer to the Purchaser/s (or payment of purchase price in installments or otherwise) shall not be construed as a waiver on the part of the Developer of any breaches of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the right of the Developer.
12. The Developer/s shall not be liable for any loss, damage, injury or delay due to Maharashtra State Electricity Board causing delay in

sanctioning or supplying electricity or due to CIDCO/local authority concerned causing delay in giving/supplying permanent water connection or such other service connections necessary for using/occupying the Flat.

13. On getting the part Occupancy Certificate, the Developer/shall be at liberty to hand over possession of the said Flat to the Purchaser/s, even though permanent Electric and water connections are not sanctioned by the respective authorities. The Purchaser/s shall not be entitled to make any claim/demand on the Developer for the delay in getting the permanent electric and water connections. The Developer on offering possession of the Flat to the Purchaser/s, the Purchaser/s shall be liable to bear and pay their proportionate share in the use and consumption of electricity and water and other services for the maintenance of building and the amenities therein (including the health club and gymnasium).
14. Possession of the said Flat subject to force majeure shall be delivered by the Developers to the Purchaser/s on or before March 2017 or within such time as may be permitted by CIDCO under Regulation (7) of the New Bombay Disposal of Land Regulations, 1975 whichever is later. The Developer/s shall not incur any liability, if they are unable to deliver possession of the Flat by the date aforesaid if the completion of building is delayed by reasons of non-availability of steel or cement or such other building materials or by reason of war, civil commotion or any act of God or if non-delivery of possession is a result of any notice, order, rules, notifications of the Government, Court of law and/or any other public authority or for

non-availability of water and/or electricity connection from the concerned authorities or for any reasons unforeseen or beyond the control of the Developer.

15. The Purchaser shall be entitled to take possession of the said Flat, if the Purchaser/s has/have duly observed and performed all the obligations and stipulations contained in this agreement and on the part of the Purchaser/s to be observed and performed and also duly pay to the Developer all and whatsoever amounts payable by the Purchaser/s under this agreement.
16. Upon the Purchaser/s taking personal License to use and occupy and/or possession of the said premises, whichever is earlier he/she/they shall have no claim against the Developer as regards the quality of the building material used for construction of the premises or the said building or otherwise howsoever, provided that if within a period of three years from the date of handing over the said premises to the Purchaser, the Purchaser brings to the notice of the Developer any defect in the said premises or the building in which the said premises is situated or the material used therein the construction of the building then, wherever possible such defects shall be rectified by the Developer at their own cost. Provided however that during such three year period, the Purchaser/s shall not make any change/s repairs/renewals/interiors, etc., of any nature whatsoever and the Purchaser/s shall maintain the state and condition of the said Premises in the same status and condition as it is at the time the said Premises will be given to the Purchaser/s. And during the period the Purchaser/s shall maintain

the said premises in the same state and condition in which it is handed over to the Purchaser/s.

17. It is further hereby agreed and understood by the Purchaser/s that he/she/they shall use Flat for Residential purpose only.

18. The Purchaser/s hereby agree/s that in the event of any amount being levied by way of premium and/or deposit and/or charges and/or penalty any such amount/s and/or otherwise in any manner if any amount is/are payable to CIDCO and/or State Government and/or to the Power supplier, water supplier and/or any others, towards amenities, facilities, services, and/or any other Authority whether by way of premium, betterment charges and/or development tax and/or security deposit and/or any other amounts, charges for the purpose of giving water connection, drainage connection, electricity connection and/or taxes and/or payments of any nature whatsoever becoming payable by the Developer, the same shall be paid by the Purchaser/s to the Developer in proportion to the area of the said premises and in determining such amount, the discretion of the Developer/s shall be conclusive and binding upon the Purchaser/s. It is agreed that the betterment charges referred to hereinabove shall mean and include pro-rata charges which the Purchaser/s may be called upon to pay the Developer in respect of installation of water line, water mains, sewerage line, sewerage mains, electric cables, electric substation (if any) making and maintaining of internal roads and access to the said property, drainage layout and all other amenities facilities and services to the Purchaser/s of the Premises (if so desired by the

Developer) in the said Building till the charge of the said building/property is handed over to the organization of all the Purchasers.

19. The Purchaser/s shall at the time of delivery of the possession of and/or personal license to use the said premises whichever is earlier pay to the Developer regarding membership fees, Share Money, deposit/premium charges of electric, water and sewerage connection, legal cost including preparation of these presents society registration charges, provisional outgoings for local taxes, water bills, common electric bills, maintenance charges and other society expenses. The aforesaid amounts are to be paid as "Society Deposit" and no interest will be payable thereon. The Developers shall utilise the sum paid by the Purchaser to the Developers for meeting all legal costs, charges and expenses including professional cost of the Attorney at Law/Advocates of the Developers in connection with formation of the said organization preparing its rules, regulations and bye-laws, and the cost of preparing this Agreement etc. The cost of the above is mutually arrived at Rs. 5,90,000/- (Rupees Five Lakh Ninety Thousand Only) in lumpsum.
20. The Purchaser/s shall have no claim, save and except in respect of the particular Flat hereby agreed to be acquired i.e., all open spaces, lobbies, stair-case, terraces and any recreation spaces etc., will remain the property of the Developer/s until the whole property is transferred to the proposed Co-operative Society, Limited Company or any other legal body as the case may be, subject however to such conditions and covenants as the Developer/s may impose.

21. If there is any increase in F.S.I. or any other benefits, then such increased F.S.I. or such benefits shall go to the Developer/s. The Purchaser/s member/s of the proposed Co-operative society, Limited company or legal body shall not raise any objections to the Developers utilising such increased F.S.I. and/or using/appropriating such benefits.
22. It is agreed that if one or more such Flat remain unsold at the time the building is ready for occupation, the Developer/s will be deemed to be owners of such Flat until such Flat is/are agreed to be sold by the Developers.
23. The Purchaser/s shall from the date of possession maintain the said Flat at his/her/their own cost in a good and tenantable condition and shall not do or suffer to be done anything in or to the said building or the said Flat, staircase and common passages which may be against the rules or bye-laws of CIDCO or any public authority duly constituted by law or any authority nor shall the Purchaser/s change, alter or make additions in or to the said Flat, the purchaser/s shall be responsible for any breach of these provisions.
24. Notwithstanding anything contained in this Agreement, the Purchaser/s hereby agree to regularly and punctually contribute and pay his/her/their proportionate share towards the costs, charges, expenses, local taxes and all other outgoings etc. (including service tax and other taxes as may be made applicable at any time

hereafter), in respect of the transaction herein contemplated items. Such share to be determined by the Developers having regard to the area of each Premises. The Purchaser/s will not be entitled to ask for adjustment of the deposit amount mentioned herein against the expenses, local taxes and outgoings.

25. So long as each Flat in the said building shall not be separately assessed the Purchaser/s shall pay such proportionate part of the assessment in respect of the entire building as may be provisionally determined by the Developer/s or the co-operative society or the limited company or the legal body as the case may be whose decision shall be final upon the Purchaser/s.
26. The Purchaser/s will not at any time demolish or cause to be demolished the Flat or any part thereof agreed to be taken by him/her/them nor will he/she/they at any time make or cause to be made any additions or alterations of whatsoever nature to the said Flat or any part thereof. The Purchaser/s shall not permit the closing of verandha or lounges or balconies or make any alterations in the elevation and outside color scheme of the Flat to be acquired by him/her/them.
27. The Purchaser/s shall not store in the Flat, goods of hazardous or combustible nature or which tend to affect the construction or structure of the said building.
28. The said building shall always be known as “**MAPLE IVY**” and the name of the co-operative society, limited company or legal body to

be formed shall bear the same name or any other name, but the building's name shall not be changed.

29. The Developer/s will form the Co-operative Society and/or legal body after having sold all the Flats and the Purchaser/s shall extend their necessary co-operation in the formation of the society or the limited company or the co-operative society or legal body being registered or the Limited Company being incorporated as the case may be. The right of the Purchaser/s will be recognised by the provisions of the said co-operative society, Limited company or a legal body and the rules and regulations framed by them as the case may be. Moreover, the right of the members of the Co-operative society or of the said limited company or legal body as the case may be, shall be subject to the right of the Developer/s under this Agreement and also subject to the assignment to be executed in pursuance thereof.
30. The Purchaser/s shall be bound from time to time to sign all papers and documents with regard to the formation of Co-operative society and/or limited company/s and/or legal body and to do all the other things as the Developer/s may require him/her/them to do from time to time for safeguarding the interest of the Developer/s and of other purchaser/s of the other premises in the said building. Failure to comply with the provisions of this clause will render this Agreement ipso facto null and void and the 20% of the purchase price and other money paid by the purchaser/s hereunder shall stand forfeited to the Developer/s.

31. As the Agreement to Lease executed by CIDCO and seen by the Purchaser clearly stipulate that the lease Deed shall be executed on the completion of the construction and on the issuance of the occupancy certificate subject to the payments of all the said dues in full as aforesaid and/or on receipt of the Occupancy Certificate, the Confirming Party shall apply to the CIDCO and with the permission of CIDCO, execute the necessary Assignments/Transfers in favour of such Co-operative society, limited company or legal body as the case may be. The Purchaser undertakes to bear their share of cost involved in the execution of the said transfer/assignment.
32. Provided it does not in anyway affect or prejudice the rights of the Purchaser/s in respect of the said Flat, the Developer/s shall be at liberty to sell, assign, transfer or otherwise deal with their rights and interest in the said land and in the building to be constructed thereon.
33. Nothing contained in these presents is intended to be nor shall be or construed to be grant, demise or assignment in law in or the said Flat or the said land hereditaments and premises or any part thereof of the said building thereon or any part thereof.
34. The Purchaser/s shall not let, sub-let transfer/assign or part with possession of the said Flat without the consent in writing of the Developer/s and until all the dues payable by him/her/them to the Developer/s under this Agreement are fully paid.
35. The Purchaser/s and the persons to whom the said Flat is let, sub-let, transferred, assigned or given possession of, shall from time to

time sign all applications papers and documents and do all acts deeds and things as the Developer/s and/or the Co-operative society and/or the Limited Company and/or the legal body, as the case may be, require for safeguarding the interest of the Developer/s and/or the other purchaser/s in the said building.

36. The Purchaser/s and the persons to whom the said Flat is let, sub-let, transferred, assigned or given possession of, shall observe and perform all the rules and regulations which the co-operative society, the limited company or the legal body at the time of registration, may adopt and all the provisions of the Memorandum and Articles of Association of the Limited Company when incorporated and the additions, alterations, or amendments thereof for protection and maintenance of the said building, recreational places and Flats therein and observe and comply with the building rules and regulations and the bye-laws for the time being of the CIDCO or other local authorities and of the Government and other public bodies. Such person/s shall observe and perform all the stipulations and conditions laid down by such co-operative society, limited company or legal body, as the case may be, regarding the occupation and use of the building and/or Flat and shall pay and contribute regularly and punctually towards the taxes or expenses or other outgoings in accordance with the terms and conditions of this Agreement.

37. The stamp duty and registration charges and other charges incidental to this Agreement for Sale shall be borne and paid by the Purchaser/s only.

38. In case any security deposit or any other charges are demanded by any authority for the purpose of giving water, electricity, sewerage and security deposit for appropriate connection to the said building and drainage deposit shall be payable by all the Purchaser/s. The Purchaser herein agree/s to pay on demand to the Developer/s his/her/their share of such deposit.
39. If at any time, any development and/or betterment charges, infrastructure charges and/or any other levy is levied or sought to be recovered by CIDCO, Government and/or any other public authority in respect of the said land and/or building, the same shall be the responsibility of the Purchaser/s of the said building and the same shall be borne and paid by all the Purchaser/s in proportionate shares.
40. The Developer/s shall have a right until execution of the Transfer/Assignment in favour of the proposed society or Limited Company or legal body to make additions, alterations/raise storeys or put additional structures as may be permitted by CIDCO and other competent authorities. Such additions, alterations, structures and storeys will be the sole property of the Developer/s who will be entitled to dispose off the same in any way they choose and the Purchaser/s hereby consent to the same.
41. The Purchaser shall not sell, mortgage, transfer, assign the Flat to him/her without obtaining No-Objection Certificate from the Developer/s until the execution of the transfer/assignment in

favour of the co-operative society, limited company or any other legal body.

42. The purchaser/s shall maintain at his/her/their own cost, the said Flat agreed to be purchased by him/her/them in the same condition state and order in which it is delivered to him/her/them and shall abide by all bye-laws, rules and regulations of the Government, Maharashtra State Electricity Board, CIDCO and any other authorities and local bodies and shall attend to, answer and be responsible for all actions and violations of any of the conditions or rules or bye-laws and shall observe and perform all the terms and conditions contained in this Agreement.

43. All notice to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by registered post or under certificate of posting at his/her/their address specified below:-

To,

44. The Purchaser/s shall lodge this Agreement with the Sub-Registrar of Assurances, Panvel and intimate to the Developer/s within 7 days, the number under which the Agreement is lodged for registration and such other particulars of Lodgment.

45. This Agreement shall always be subject to the terms of the Agreement to Lease, Tripartite Agreement and the Agreement OF Joint Development dated the 11th September, 2013 between the

Confirming Party and the Developers and also and the rules and regulations, if any, made by CIDCO and/or the Government of Maharashtra and/or other authority governing this transaction.

46. The purchaser/s hereby agree/s and bind/s to bear and pay his/her/their proportionate contribution towards the stamp duty and registration charges that may have to be paid in respect of the Lease Deed/Deed of Assignment to be executed by CIDCO in favour of the Co-operative society or Limited company or any other co-operative body, as may be, formed by the purchaser/s herein and other purchasers of the Flats in the said building. In case CIDCO shall execute the Lease Deed in favour of the Confirming Party, then the Confirming Party, shall execute the Deed of Assignment in favour of the society/limited company or any other corporate body as aforesaid. In that event the purchaser/s shall also be liable to pay the proportionate stamp duty and registration charges as fixed by the Developer/s in respect of both the Lease Deed and the Deed of Assignment/Transfer.
47. The Purchaser/s hereby covenants to keep the Flat, walls, sewerage, drainage, pipes and appurtenances thereon in good condition and in particular so as to support shelter and protect the parts of the building other than his/her/their own Flat.
48. The Purchaser/s shall not do or permit to be done any act or thing which may render void or voidable any insurance of any premises in or of the said complex or any part thereof or cause any increased premium to be payable in respect thereof.

49. The purchaser/s shall at no time demand partition of his/her/their interest of the purchaser/s in the said building. It is being hereby agreed and declared by the parties that the interest in the said building is impartible and it is agreed by the purchaser/s that the Developer/s shall not be liable to execute any document for that purpose in respect of the said Flat in favour of the Purchaser/s.
50. The Developer/s shall not be liable to pay any maintenance or common expenses in respect of the unsold Flats in the said building. The Developer/s shall, however, bear and pay the municipal taxes and dues of CIDCO for the same.
51. The Purchaser/s hereby agree/s that in addition to the cost of the Flat/Flat and other statutory charges payable under this agreement, the purchaser agrees to pay his proportionate share of service tax, VAT, LBT (Local Body Tax) and/or any other tax as may be applicable under the relevant Finance Act to the Developer on or before taking possession of the said Flat/Flat or thereafter. The Purchaser agrees to execute a separate undertaking to this effect.
52. Any dispute or differences arising out of the transaction carried out under this agreement and/or if the interpretation of any or all clauses of this agreement arises, the same shall be referred to the Arbitration as per the provisions of the Arbitration and Conciliation Act, 1996 and Award passed thereunder shall be binding on the parties concerned.

THE SCHEDULE ABOVE REFERRED TO

Flat No. _____, **Wing B**, admeasuring _____ **Sq Ft.** Carpet Area in the Building to be known as **MAPLE IVY** to be constructed on the land bearing Plot No.95, admeasuring 3298.84M² lying, being and situated at Sector-17, Ulwe, Taluka - Panvel, District Raigad, Navi Mumbai or thereabout and bounded as follows:-

On or towards the North	:	Plot No.96
On or towards the South	:	30 Mtr wide Road
On or towards the East	:	Natural Pond
On or towards the West	:	15 mtr wide road

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

SIGNED SEALED AND DELIVERED)

By the within named the Developers)

YUSHAN REALTY VENTURES through its Proprietor)

Mrs PANKTI JIGNESH GORADIA)

In the presence of)

1. _____)

2. _____)

SIGNED SEALED AND DELIVERED BY)

the within named "**PURCHASER**")

in the presence of)

1.)

In the presence of)

1. _____)
2. _____)

SIGNED SEALED AND DELIVERED BY)

The withinnamed "**Confirming Party**")

1. Rajesh Alias Rajendra D Jitekar)
2. Deeapk D Jitekar)

In the presence of)

1. _____)
2. _____)

R E C E I P T

RECEIVED OF AND FROM THE PURCHASER within named a sum of
_____ Only) being the amount paid towards
the Cost of **Flat No.** _____, **Wing B**, in **MAPLE IVY** situated at Plot
No.95, Sector 9, Ulwe, Dist.Raigad vide details given below.

WE SAY RECEIVED

Smt. Pankti Jignesh Garodia
(Sole proprietor)
M/s. YUSHAN REALTY VENTURES

We say Given

List of Amenities for Maple Ivy

<p>Club & Lifestyle</p> <ol style="list-style-type: none"> 1. Pool Room 2. Squash Room 3. Indoor Badminton Court 4. Chess and Carrom 5. Table Tennis 6. Fully equipped Library 7. Health Cafe's 8. Mini Theatre <p>Sports & Fitness</p> <ol style="list-style-type: none"> 1. Basketball Court 2. Box Cricket 3. Rink Football <p>Graceful Outdoor</p> <ol style="list-style-type: none"> 1. Rhythmic Fountains With laser Lights 2. 20,000sq.ft Landscaped garden with water bodies 3. Senior Citizens Priority Corner 4. Amphitheatre <p>Technology & security</p> <ol style="list-style-type: none"> 1. Secured Wi-fi connectivity in entire building 2. Hi tech fire fighting and security systems 3. CCTV Surveillance 4. Intercom Connectivity 	<p>Health & Well Being</p> <ol style="list-style-type: none"> 1. Gymnasium 2. Jogging, Cycling & Skating Track 3. Aerobics and Pilates area 4. Jacuzzi wave Pool 5. Steam and Sauna 6. Yoga and meditation room <p>Children Activities</p> <ol style="list-style-type: none"> 1. Outdoor play area with Sand pit 2. Modern Play Equipments 3. Kids Arts And Crafts Studio 4. Kids Game Zone 5. Infant And Toddler Gym <p>Facilities and Utilities</p> <ol style="list-style-type: none"> 1. Designer AC entrance lobby 2. Party Lounge 3. Star gazing lounge on terrace 4. Hi speed automatic lifts 5. 100% power back up for common area 6. Servants Recreation 7. Society Office
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Maple Ivy

1. Gymnasium, Yoga & Meditation Area
2. Indoor Games
3. Children play area with Imported equipments & Sand Pit
4. Elders Sit Out area with Library
5. Society office
6. Jogging track & Star Gazing Lounge on Terrace
7. Landscaped Garden with Sit Out area
8. Designer AC Entrance Lobby in Italian Marble finish
9. Hi speed Automatic Elevators of reputed make
10. Hi tech Fire Fighting System
11. Staircases with Kota stone
12. Common Elevator Lobby on each Floor finish with vitrified tiles & Dado
13. Special brickbat Water Proofing with Mosaic Chips on Terrace
14. 24 hr power back up for Lifts, Lobbies, Staircases & Other common areas.
15. Flooring: Vitrified flooring in ALL rooms.
16. Kitchen: Granite Kitchen Platform with S.S. Sink and Full Height
17. Wall Tiles above Platform.
18. Doors: Decorative Laminated Flush Main Doors with Teak wood Frame, Decorative Laminated Flush Internal doors with wooden frame, Decorative Laminated Flush Bath and W.C. doors with Granite Moulding Frame, Good Quality Brass and Fixtures.
19. Bath & WC: Full Height Glazed tiles, Designer Glazed tiles of Dado full height, Branded Sanitary Wires, Concealed Plumbing with Premium Quality C.P. fitting.
20. Windows : Anodised aluminum sliding window with granite sill One panel mosquito prevention net anodized aluminum, glass louvered window in Toilets.
21. Walls and Paints : Gypsum/pop finished internal walls with Plastic/ Velvet/Luster Emulsion Paint Acrylic emulsion/syntax matt paint for external walls.

22. Electrification : Concealed Copper Wiring & Fittings , Provision of Cable TV, Telephone in Living and Master Bedrooms, Intercom Points in Living Room, AC Point Provision in all Bedrooms.

Payment Schedule Sheet

Maple Ivy

Plot No.95, Sector.9, Ulwe.

Customer Name: - _____

Flat No: - _____

Stilt Parking No.:- _____

Development Charges :- _____.

Carpet Area:- _____ Sq.Ft.

Basic Consideration : - _____

Welcome money	20%
Work Commencement	10%
On Completion of Plinth Work	15%
On Completion Of First Slab	03%
On Completion Of Second Slab	03%
On Completion Of Third Slab	03%
On Completion Of Fourth Slab	03%
On Completion Of Fifth Slab	03%
On Completion Of Sixth Slab	03%
On Completion Of Seventh Slab	03%
On Completion of Eight Slab	03%
On Completion of Nine Slab	03%
On Completion of Tenth Slab	03%
On Completion of Eleventh Slab	03%
On Completion of Twelfth Slab	03%
On Completion of Thirteenth Slab	03%
On Completion of Fourteenth Slab	03%
On Completion of Fifteenth Slab	03%
Brick work and plaster	03%
Finishing & Interior Work	03%

On Possession	04%
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Note: - Payment as above to be made within 07 days from completion of each stage of work. Certificate of work completion of each stage from our architect shall be available for verification.

ANNEXURE

MAPLE IVY Plot No.95, Sector 9, Ulwe

Sr. No.	WING	FLAT/ SHOP NO	C.A	NAME OF PARTY
1	B	201	546	Yushan Realty Ventures
2	B	202	546	Yushan Realty Ventures
3	B	203	546	Yushan Realty Ventures
4	B	204	546	Yushan Realty Ventures
5	B	301	546	Yushan Realty Ventures
6	B	302	546	Yushan Realty Ventures
7	B	303	546	Yushan Realty Ventures
8	B	304	546	Yushan Realty Ventures
9	B	401	546	Yushan Realty Ventures
10	B	402	546	Yushan Realty Ventures
11	B	403	546	Yushan Realty Ventures
12	B	404	546	Yushan Realty Ventures
13	B	501	546	Yushan Realty Ventures
14	B	502	546	Yushan Realty Ventures
15	B	503	546	Yushan Realty Ventures
16	B	504	546	Yushan Realty Ventures
17	B	601	546	Yushan Realty Ventures
18	B	602	546	Yushan Realty Ventures
19	B	603	546	Yushan Realty Ventures
20	B	604	546	Yushan Realty Ventures
21	B	701	546	Yushan Realty Ventures
22	B	702	546	Yushan Realty Ventures
23	B	703	546	Yushan Realty Ventures
24	B	704	546	Yushan Realty Ventures
25	B	801	546	Yushan Realty Ventures
26	B	802	546	Yushan Realty Ventures

27	B	803	546	Yushan Realty Ventures
				REFUGE FLAT
28	B	901	546	Yushan Realty Ventures
29	B	902	546	Yushan Realty Ventures
Sr. No.	WING	FLAT/ SHOP NO	C.A	NAME OF PARTY
30	B	903	546	Yushan Realty Ventures
31	B	904	546	Yushan Realty Ventures
32	B	1001	546	Yushan Realty Ventures
33	B	1002	546	Yushan Realty Ventures
34	B	1003	546	Yushan Realty Ventures
35	B	1004	546	Yushan Realty Ventures
36	B	1101	546	Yushan Realty Ventures
37	B	1102	1132	Yushan Realty Ventures
38	B	1103	1132	Yushan Realty Ventures
39	B	1104	546	Yushan Realty Ventures
40	B	1201	546	Yushan Realty Ventures
41	B	1204	546	Yushan Realty Ventures
42	B	1301	546	Yushan Realty Ventures
43	B	1302	1132	Yushan Realty Ventures
44	B	1303	1132	Yushan Realty Ventures
				REFUGE FLAT
45	B	1401	546	Yushan Realty Ventures
46	B	1404	546	Yushan Realty Ventures
SHOPS				
1		SH-1	633	Yushan Realty Ventures
2		SH-2	633	Yushan Realty Ventures
3		SH-3	628	Yushan Realty Ventures
4		SH-4	507	Yushan Realty Ventures
5		SH-5	493	Yushan Realty Ventures
6		SH-6	669	Yushan Realty Ventures
7		SH-7	650	Yushan Realty Ventures
8		SH-8	669	Yushan Realty Ventures
9		SH-15	242	Yushan Realty Ventures
10		SH-16	254	Yushan Realty Ventures

Sr. No.	WING	FLAT/ SHOP NO	C.A	NAME OF PARTY
1	A	201	546	Mr.Rajendra Dharma Jitekar & Mr.Deepak Dharam Jitekar
2	A	202	546	Mr.Rajendra Dharma Jitekar & Mr.Deepak Dharam Jitekar
3	A	203	546	Mr.Rajendra Dharma Jitekar & Mr.Deepak Dharam Jitekar
4	A	204	546	Mr.Rajendra Dharma Jitekar & Mr.Deepak Dharam Jitekar
5	A	301	546	Mr.Rajendra Dharma Jitekar & Mr.Deepak Dharam Jitekar
6	A	302	546	Mr.Rajendra Dharma Jitekar & Mr.Deepak Dharam Jitekar
7	A	303	546	Mr.Rajendra Dharma Jitekar & Mr.Deepak Dharam Jitekar
8	A	304	546	Mr.Rajendra Dharma Jitekar & Mr.Deepak Dharam Jitekar
9	A	401	546	Mr.Rajendra Dharma Jitekar & Mr.Deepak Dharam Jitekar
10	A	402	546	Mr.Rajendra Dharma Jitekar & Mr.Deepak Dharam Jitekar
11	A	403	546	Mr.Rajendra Dharma Jitekar & Mr.Deepak Dharam Jitekar
12	A	404	546	Mr.Rajendra Dharma Jitekar & Mr.Deepak Dharam Jitekar
13	A	501	546	Mr.Rajendra Dharma Jitekar & Mr.Deepak Dharam Jitekar
14	A	502	546	Mr.Rajendra Dharma Jitekar & Mr.Deepak Dharam Jitekar
15	A	503	546	Mr.Rajendra Dharma Jitekar & Mr.Deepak Dharam Jitekar
16	A	504	546	Mr.Rajendra Dharma Jitekar & Mr.Deepak Dharam Jitekar
17	A	601	546	Mr.Rajendra Dharma Jitekar & Mr.Deepak Dharam Jitekar
18	A	602	546	Mr.Rajendra Dharma Jitekar & Mr.Deepak Dharam Jitekar
19	A	603	546	Mr.Rajendra Dharma Jitekar & Mr.Deepak Dharam Jitekar
20	A	604	546	Mr.Rajendra Dharma Jitekar & Mr.Deepak Dharam Jitekar
21	A	701	546	Mr.Rajendra Dharma Jitekar & Mr.Deepak Dharam Jitekar
22	A	702	546	Mr.Rajendra Dharma Jitekar & Mr.Deepak Dharam Jitekar
23	A	703	546	Mr.Rajendra Dharma Jitekar & Mr.Deepak Dharam Jitekar
24	A	704	546	Mr.Rajendra Dharma Jitekar & Mr.Deepak Dharam Jitekar
25	A	801	546	Mr.Rajendra Dharma Jitekar & Mr.Deepak Dharam Jitekar
26	A	802	546	Mr.Rajendra Dharma Jitekar & Mr.Deepak Dharam Jitekar
27	A	803	546	Mr.Rajendra Dharma Jitekar & Mr.Deepak Dharam Jitekar
REFUGE				
28	A	901	546	Mr.Rajendra Dharma Jitekar & Mr.Deepak Dharam Jitekar

29	A	902	546	Mr.Rajendra Dharma Jitekar & Mr.Deepak Dharam Jitekar
30	A	903	546	Mr.Rajendra Dharma Jitekar & Mr.Deepak Dharam Jitekar
31	A	904	546	Mr.Rajendra Dharma Jitekar & Mr.Deepak Dharam Jitekar
32	A	1001	546	Mr.Rajendra Dharma Jitekar & Mr.Deepak Dharam Jitekar
Sr. No.	WING	FLAT/ SHOP NO	C.A	NAME OF PARTY
33	A	1002	546	Mr.Rajendra Dharma Jitekar & Mr.Deepak Dharam Jitekar
34	A	1003	546	Mr. Rajendra Dharma Jitekar & Mr.Deepak Dharam Jitekar
35	A	1004	546	Mr.Rajendra Dharma Jitekar & Mr.Deepak Dharam Jitekar
36	A	1101	546	Mr.Rajendra Dharma Jitekar & Mr.Deepak Dharam Jitekar
37	A	1102	1132	Mr.Rajendra Dharma Jitekar & Mr.Deepak Dharam Jitekar
38	A	1103	1132	Mr.Rajendra Dharma Jitekar & Mr.Deepak Dharam Jitekar
39	A	1104	546	Mr.Rajendra Dharma Jitekar & Mr.Deepak Dharam Jitekar
40	A	1201	546	Mr.Rajendra Dharma Jitekar & Mr.Deepak Dharam Jitekar
41	A	1202	546	Mr.Rajendra Dharma Jitekar & Mr.Deepak Dharam Jitekar
42	A	1203	546	Mr.Rajendra Dharma Jitekar & Mr.Deepak Dharam Jitekar
43	A	1204	546	Mr.Rajendra Dharma Jitekar & Mr.Deepak Dharam Jitekar
44	A	1301	546	Mr.Rajendra Dharma Jitekar & Mr.Deepak Dharam Jitekar
45	A	1302	546	Mr.Rajendra Dharma Jitekar & Mr.Deepak Dharam Jitekar
46	A	1303	546	Mr.Rajendra Dharma Jitekar & Mr.Deepak Dharam Jitekar
REFUGE				
47	A	1401	546	Mr.Rajendra Dharma Jitekar & Mr.Deepak Dharam Jitekar
48	A	1402	546	Mr.Rajendra Dharma Jitekar & Mr.Deepak Dharam Jitekar
49	A	1403	546	Mr.Rajendra Dharma Jitekar & Mr.Deepak Dharam Jitekar
50	A	1404	546	Mr.Rajendra Dharma Jitekar & Mr.Deepak Dharam Jitekar
SHOPS				
1		SH-9	638	Mr.Rajendra Dharma Jitekar & Mr.Deepak Dharam Jitekar
2		SH-10	465	Mr.Rajendra Dharma Jitekar & Mr.Deepak Dharam Jitekar
3		SH-11	465	Mr.Rajendra Dharma Jitekar & Mr.Deepak Dharam Jitekar
4		SH-12	638	Mr.Rajendra Dharma Jitekar & Mr.Deepak Dharam Jitekar
5		SH-13	1237	Mr.Rajendra Dharma Jitekar & Mr.Deepak Dharam Jitekar
6		SH-14	324	Mr.Rajendra Dharma Jitekar & Mr.Deepak Dharam Jitekar