

Agreement Value : Rs. _____/-
Carpet Area : _____ Sq. Mtrs.
Terrace Area : _____ Sq. Mtrs.
Flat/Shop No. : _____
Building Type : G+6

AGREEMENT FOR SALE

This AGREEMENT made and entered into at Navi Mumbai on this _____ day of _____ 2019, **BETWEEN M/s. Millennium Group** a Partnership firm duly registered under the Indian Partnership Act, 1932, through its Partners **1) Mr. Naresh Madanlal Jain 2) Mr. Mahendra Chhogalal Jain (Having Company PAN No.)**, an adult, Indian Inhabitant, having address at – Office No. Multipurpose No. 2, Gahlot Complex, Plot No. 28, Sector-10, Nerul, Navi Mumbai- 400706, hereinafter called as **‘The Promoter / Developer’** (Which expression shall unless it be repugnant to the context or meaning there of be deemed to mean and include his/their heirs, executors, administrators and assigns) of the **ONE PART**.

AND

_____) (Having PAN No. _____), adult, Indian Inhabitant, having address at _____

hereinafter called ‘**The Allottee/Purchaser/s**’ (Which expression shall unless it be repugnant to the context or meaning thereof be deed to mean and include his/her/their heirs, executors, administrators and assigns) of the **OTHER PART**.

AND

1) Shri. Arun Gajanan Kumbhar (Having PAN No.), 2) Shri. Manoj Gajanan Kumbhar (Having PAN No.), 3) Shri. Kashinath Gajanan Kumbhar (Having PAN No.), 4) Smt. Pramila Anil Kumbhar (Having PAN No.), 5) Shri. Sachin Dharma Kumbhar (Having PAN No.), 6) Shri. Sunil Dharma Kumbhar (Having PAN No.) all adult, Indian Inhabitants, having address at/post - Ulwa, Tal. Panvel, Dist-Raigad, hereinafter called ‘**The Promoter/Confirming Party**’ (Which expression shall unless it be repugnant to the context or meaning thereof be deed to mean and include his/their heirs, executors, administrators and assigns) of **THIRD PART**.

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

AND WHEREAS except for land(s) already in possession of the Corporation, the remaining private land(s), required for the Project, were notified for acquisition before 01/01/2014 under the erstwhile Land

Acquisition Act 1894 (hereinafter referred to as the “**LA ACT,1894**”) by the State Government.

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

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

AND WHEREAS the House structures owned by the A) Shri. Arun Gajanan Kumbhar B) Shri. Manoj Gajanan Kumbhar C) Shri. Kashinath Gajanan Kumbhar D) Smt. Pramila Anil Kumbhar E) Shri. Sachin Dharma Kumbhar F) Shri. Sunil Dharma Kumbhar (herein mentioned as “**The Promoter/Confirming Party**”) situated at **Ulwa, Tal. Panvel, Dist-Raigad** was notified for acquisition under the Land Acquisition Act. The **Original Lessee** have opted for a developed plot in lieu of monetary compensation. The State Govt. vide Govt. Resolution of Urban Development Dept. No. CID-1812/CR-274/UD-10 dtd. 1st March 2014 (hereinafter referred to as the “**G.R. dated 01/03/2014**”) has taken the decision to grant plots and other benefits to the concerned structure owners

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

AND WHEREAS CIDCO Ltd. executed **Agreement to Lease** dated **30/07/2018** to & in favor of **Promoter/Confirming Party** for the purpose of residential cum commercial use for proper premium of **Rs. 60/-(Rupees Sixty Only)** and has handed over the physical possession of the **Plot No. 404** in **Sector- 24, Pushpak (Vahal)**, Tal-Panvel, Dist-Raigad, area adm. about **700 Sq. Mtrs.** as per **CIDCO File No. ULV-ICIG-127** (hereinafter referred to as “**Said Plot**”) to the **Promoter/Confirming Party**. The said **Agreement to Lease** dated **30/07/2018** is duly registered on **03/08/2018** and vide **Registration Receipt No. 9239** and **Document Sr. No. PVL5-8749-2018**. The details of the Said Plot are specified in the **First Schedule** herein under attached.

AND WHEREAS the Promoter/Confirming Party decided to sale, assign & transfer their **50%** undivided share of the Said Plot to & in favor of **M/s. Millennium Group** through its partners **1) Mr. Naresh Madanlal Jain 2) Mr. Mahendra Chhogalal Jain**, having address at – Office No. Multipurpose No. 2, Gahlot Complex, Plot No. 28, Sector-10, Nerul, Navi Mumbai – 400 706 **i.e. the Promoter /Developer** herein & the remaining **50%** undivided share of Promoter/Confirming Party will remain with themselves only and accordingly a **Tripartite Agreement (50:50%)** dated **26/07/2019** has been executed between CIDCO Ltd. of ONE PART, the

Promoter/ Confirming Party of SECOND PART and Promoter /Developer as a THIRD PART and there by CIDCO Ltd. has transferred the 50 % undivided share of the Said Plot in the name of Promoter/Developer. The said Tripartite Agreement dated 26/07/2019 is duly registered on **26/07/2019** vide Registration Receipt No. **11266** & its Document Sr. No. **PVL 2-9699-2019**.

AND WHEREAS after registration of **Tripartite Agreement (50:50%)** dated **26/07/2019** CIDCO Ltd. finally transferred the 50% undivided share of the Said Plot in the **name** of Promoter/Developer and such **Final Letter Ref. No.सिडको/अमुभूवभूअ/नमुंआवि/पुवपु/वसाहत/उलवे/२०१९/२४९५** dated **30 /08 /2019** is issued by the CIDCO Ltd. to Promoter/Developer & Promoter/Confirming Party.

AND WHEREAS by virtue of above documents the **Promoter/Developer & the Promoter / the Confirming Party** herein is jointly entitled to develop the Said Plot as a Promotor.

AND WHEREAS the **Promoters** has been appointed **M/s.** as the **Architect &** as **Structural Engineer** for the preparation of the structural design and drawings of the building. The **Promoters** has entered into a Agreement with an Architect registered with the Council of Architect and such Agreement is as per the Agreement prescribed by the Council of Architects.

AND WHEREAS the **Promoters** has submitted their plans for the construction of a **Residential cum Commercial** building on the said plot and subsequently the CORPORATION has issued **Commencement Certificate** on **13/09/2019** vide their letter bearing **Ref. No. CIDCO/ BP- 16928/ TPO (NM&K) /2019 /5477** for commencing construction on the Said Plot as per the plans and specifications approved by the Town Planning Authorities.

AND WHEREAS Promoter/Developer & the Promoter / the Confirming Party jointly developing the Said Plot as Promoter but to avoid any inconvenience both the parties mutually decided to separate their Flat/Shops which has come to their respective shares mentioned in Annexure 'A' attached with this agreement. It is also decided by the parties that in respect of the Flat/Shop which come to share of M/s. Millennium Group; the party of the Third Part i.e. Shri. Arun Gajanan Kumbhar & other 5 will sign as a Confirming Party in the Agreement for sale executed in respect of their Flats and in the same way in respect of flat which come to share of Shri. Arun Gajanan Kumbhar & other 5; the party of the First Part i.e. M/s. Millennium Group will sign as Confirming party to the Agreement for Sale to the respect of Said Flat.

AND WHEREAS as mutually decided between the parties Shri. Arun Gajanan Kumbhar & other 5 is signing on the present agreement as a Confirming Party and thereby Confirming transaction in respect of Flat/Shop mentioned in the present Agreement.

AND WHEREAS the Promoter/Developer & the Promoter / the Confirming Party have the sole and exclusive right to sale the Flat/Shops in the building being constructed by The Promoters on the said plot and to enter into Agreements with the Allottee/Purchaser of the said Flat/Shop etc. and to receive the Sale Price in respect thereof.

AND WHEREAS the Promoters have got verified the title of the said Land/Plot from Shri. Sachin S. Tambat an Advocate annexed hereto is a copy of the Title Certificate as Annexure "B"

AND WHEREAS the Promoters have now commenced construction of the Complex /Building on the said Plot in accordance with sanctioned plans and the Promoters are desirous of selling Flat/Shops in the said proposed

Complex/Building. The building being constructed on the said plot shall be known as **“Millennium Plaza”**.

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

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

AND WHEREAS the **Promoter/Developer** is the lawful owner of the **Flat/Shop No. _____, _____ Floor, admeasuring about _____ Sq. Mtrs. [_____ Sq. Ft.] usable Carpet area as per RERA Act & Terrace Area _____ Sq. Mtrs. [_____ Sq. Ft.]** in the building known as **“Millennium Plaza” being constructed** on **Plot No. 404, Sector – 24, at–Pushpak (Vahal), Tal. Panvel, Dist-Raigad.**

AND WHEREAS the **Allottee/Purchaser** have agreed for purchasing the said **Flat/Shop No. _____, _____ Floor, admeasuring about _____ Sq. Mtrs. [_____ Sq. Ft.] usable Carpet area as per RERA Act & Terrace Area _____ Sq. Mtrs. [_____ Sq. Ft.]** in the building known as **“Millennium Plaza” being constructed** on **Plot No. 404, Sector – 24, at–Pushpak (Vahal), Tal. Panvel, Dist-Raigad**

(Hereinafter referred to as the "**Said Premises**") for a total consideration of Rs. _____/- (**Rs. _____ Only**) and the Allottee/Purchaser hereby entitled to utilize the area of enclosed Balcony, Cupboard, Flower bed & Service Slab within the said flat.

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

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

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

AND WHEREAS the parties relying the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

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

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

1.a (i) The Allottee/Purchaser hereby agrees to purchase from the **Promoter/Developer** and the **Promoter/Developer** hereby agrees to sell to the Allottee/Purchaser Flat/Shop No. of the type ofcarpet area admeasuringsq. metres on floor in the building "**Millennium Plaza**"/wing (hereinafter referred to as “the Flat/Shop”) as shown in the Floor plan thereof hereto annexed and marked **Annexure “C”** for the consideration of **Rs./- (Rupeesonly)** including **Rs.....(RupeesOnly)** being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **Second Schedule** annexed herewith.

(ii) The Allottee/Purchaser hereby agrees to purchase from the **Promoter/Developer** and the **Promoter/Developer** hereby agrees to sell to the Allottee/Purchaser covered parking spaces bearing Nos ____ situated at _____ Basement and/or stilt and /or podium being constructed in the layout for the consideration of **Rs./- (Rupeesonly)**

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

- i. **Rs. (Rupees.....only)** has been paid as booking amount/part consideration for the purchase of the Said Flat/Shop at the time of execution & registration of present Agreement.
- ii. **Balance consideration amount of Rs...../- (Rupees..... Only)** will be paid as per payment schedule mentioned herein below.

1(c) **PAYMENT SCHEDULE**

SCHEDULE	% OF AMOUNT
On Booking	10%
On Execution of Agreement	20%
On Plinth	15%
On Commencement of 1 st Slab	5%
On Commencement of 2 nd Slab	5%
On Commencement of 3 rd Slab	5%
On Commencement of 4 th Slab	5%
On Commencement of 7 th Slab	5%
On Brick & Plaster work	5%
On Stair Case Lobby etc.,	10%
On Flooring	5%

On Colour work	5%
On Possession	5%
TOTAL	100%

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the **Promoter/Developer** by way of Value Added Tax, Service Tax, and Cess, **GST as applicable from 01/07/2017** or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the **Developer/Promoter**) up to the date of handing over the possession of the Flat/Shop.

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

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

- Service Tax, **VAT Tax, LBT OR** Cess, **GST** or any other taxes or charges levied by the state or Government authorities.
- CIDCO Transfer Charges.
- Any other charges, taxes and expenses levied by the Government authorities.

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The **Promoter/Developer** undertakes and agrees that while raising a demand on the Allottee/Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the **Promoter/Developer** shall enclose the said notification order rule/regulation published issued in that behalf to that effect along with the demand letter being issued to the Allottee/Purchaser, which shall only be applicable on subsequent payments.

1(f) The **Promoter/Developer** may allow in its sole discretion, a rebate for early payments of installments payable by the Allottee/Purchaser by discounting such early payments @ _____% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/Purchaser by the **Promoter/Developer**.

1(g) The **Promoter/Developer** shall confirm the final carpet area that has been allotted to the Allottee/Purchaser after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes if any, in the carpet area, subject to a variation cap of three percent. The total price

payable for the carpet area shall be recalculated upon confirmation by the **Promoter/Developer**. If there is any reduction in the carpet area within the defined limit then **Promoter/Developer** shall refund the excess money paid by Allottee/Purchaser within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/Purchaser. If there is any increase in the carpet area allotted to Allottee/Purchaser, the **Promoter/Developer** shall demand additional amount from the Allottee/Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

- 1(h) The Allottee/Purchaser authorizes the **Promoter/Developer** to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding if any, in his/her name as the **Promoter/Developer** may in its sole discretion deem fit and the Allottee/Purchaser undertakes not to object/demand/direct the Promoter/Developer to adjust his payments in any manner.
- 2.1 The **Promoter/Developer** hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the Flat/Shop to the Allottee/Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat/Shop.
- 2.2 Time is essence for the **Promoter/Developer** as well as the Allottee/Purchaser. The **Promoter/Developer** shall abide by the time schedule for completing the project and handing over the Flat/Shop to the Allottee/Purchaser and the common areas to the association of the Allottee/Purchaser after receiving the occupancy certificate or the

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

3. The **Promoter/Developer** hereby declare that the Floor Space Index available in respect of the said Plot is 1.50 with 15 % commercial utility. The **Promoter/Developer** has obtained the sanction from CIDCO for Residential/Commercial use. The **Promoter/Developer** has reserved their right to utilize such permissible FSI for commercial purposes as per rule, as they may deem fit and necessary. The Allottee/Purchaser shall not be entitled to object for such commercial utilization by the **Promoter/Developer** in any manner whatsoever. The **Promoter/Developer** has represented to the Allottee/Purchaser that no part of the said FSI has been used/utilized or will be utilized by the **Promoter/Developer** elsewhere for any purpose whatsoever save/except global FSI of the reserved plots or set back area of the said plot. In case while developing the said plot, if the **Promoter/Developer** has utilized FSI of any other Plot by way of floating F.S.I. then the **Promoter/Developer** shall disclose the particulars of such FSI to the said Co-op Society in which the Allottee/Purchaser shall be admitted as the member thereof.
- 4.1 If the **Promoter/Developer** fails to abide by the time schedule for completing the project and handing over the Flat/Shop to the Allottee/Purchaser, the **Promoter/Developer** agrees to pay to the Allottee/Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee/Purchaser for every month of delay till the handing over of the possession. The Allottee/Purchaser agrees to pay to the

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

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

Provided that, **Promoter/Developer** shall give notice of fifteen days in writing to the Allottee/Purchaser by Registered Post AD at the address provided by the Allottee/Purchaser and mail at the e-mail address provided by the Allottee/Purchaser of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/Purchaser fails to rectify the breach or breaches mentioned by the **Promoter/Developer** within the period of notice then at the end of such notice period, the **Promoter/Developer** shall be entitled to terminate this Agreement.

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

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

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

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

- (i) War, civil commotion or act of God;
- (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

Provided further that, the **Promoter/Developer** shall not be liable for any loss/damage or delay due to MSEB causing delay in sanctioning and supplying electricity or due to the Corporation or concerned local

authority causing delay in supplying permanent water connection or such other service connections necessary for using/ occupying the said premises.

- 7.1 **Procedure for taking possession:** The **Promoter/Developer** upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee/Purchaser as per the agreement shall offer in writing the possession of the Flat/Shop to the Allottee/Purchaser in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the **Promoter/Developer** shall give possession of the Flat/Shop to the Allottee/Purchaser. The **Promoter/Developer** agrees and undertakes to indemnify the Allottee/Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the **Promoter/Developer**. The Allottee/Purchaser agree(s) to pay the maintenance charges as determined by the Promoter/Developer or association of Allottee/Purchasers, as the case may be. The **Promoter/Developer** on its behalf shall offer the possession to the Allottee/Purchaser in writing within 7 days of receiving the occupancy certificate of the Project.
- 7.2 The Allottee/Purchaser shall take possession of the Flat/Shop within 15 days of the written notice from the **Promoter/Developer** to the Allottee/Purchaser intimating that the said Flat/Shop are ready for use and occupancy:
- 7.3 **Failure of Allottee/Purchaser to take Possession of [Flat/Shop]:** Upon receiving a written intimation from the **Promoter/Developer** as per clause 7.1, the Allottee/Purchaser shall take possession of the Flat/Shop from the **Promoter/Developer** by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the **Promoter/Developer** shall give possession

of the Flat/Shop to the Allottee/Purchaser. In case the Allottee/Purchaser fails to take possession within the time provided in **clause 7.1** such Allottee/Purchaser shall continue to be liable to pay maintenance charges as applicable.

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

Provided that, this warranty is applicable only if after occupying of the Flat/Shop the Allottee/Purchaser shall maintain the Flat/Shop in the same conditions as it was handed over to him by the **Promoter/Developer**. In case he 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 damages 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 destabilize the structure ii) Allottee/Purchaser and/or its tenants load heavy luggage in the lift, iii)

damage any portion of the neighbour's apartment, of common area by drilling or hammering etc., and iv) does not fallow the conditions mentioned in the maintenance manual, the aforesaid warranty given by the **Promoter/Developer** shall not be invocable.

8. The Allottee/Purchaser shall use the Flat/Shop or any part thereof or permit the same to be used only for purpose of *residence/office/show-room/shop/godown for carrying on any industry or business.(*strike of which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle.
9. The Allottee/Purchaser along with other Allottee/Purchaser(s) of Flat/Shop in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the **Promoter/Developer** may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member including the bye-laws of the proposed Society and duly fill in, sign and return to the **Promoter/Developer** within seven days of the same being forwarded by the **Promoter/Developer** to the Allottee/Purchaser, so as to enable the **Promoter/Developer** to register the common organization of Allottee/Purchaser. No objection shall be taken by the Allottee/Purchaser if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
- 9.1 The **Promoter/Developer** shall within three months of registration of the Society or Association or Limited Company, as aforesaid cause to be transferred to the society or Limited Company all the right, title

and the interest of the Vendor/Lessor/Original Owner/
Promoter/Developer and/or the owners in the said structure of the
Building or wing in which the said Flat/Shop is situated.

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

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

wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the **Promoter/Developer** to the Society or the Limited Company, as the case may be.

10. The Allottee/Purchaser shall on or before delivery of possession of the said premises keep deposited with the **Promoter/Developer**, the following amounts :-
 - (i) For share money, application entrance fee of the Society or Limited Company/Federation/Apex body.
 - (ii) For formation and registration of the Society or Limited Company/Federation/Apex body.
 - (iii) For proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/Apex body
 - (iv) For deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
 - (v) For Deposit towards Water, Electric, and other utility and services connection charges.

Provided that the above charges may change or revised as per rules & regulations issued by the Government Authorities and the Allottee/Purchaser agreed to pay the revised charges from time to time.

11. The Allottee/Purchaser shall pay to the **Promoter/Developer** a sum of Rs. /-for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the

Promoter/Developer in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

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

13. **Representations And Warranties Of The Promoter/ Developer :**

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

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

- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the **Promoter/Developer** has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The **Promoter/Developer** has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/Purchaser created herein, may prejudicially be affected;
- vii. The **Promoter/Developer** has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Flat/Shop which will in any manner affect the rights of Allottee/Purchaser under this Agreement;
- viii. The **Promoter/Developer** confirms that the **Promoter/Developer** is not restricted in any manner whatsoever from selling the said [Flat/Shop] to the Allottee/Purchaser in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of Allottee/Purchasers the **Promoter/Developer** shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Allottee/Purchasers;

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

of the building in which the Flat/Shop is situated, including entrances of the building in which the Flat/Shop is situated and in case any damage is caused to the building in which the Flat/Shop is situated or the Flat/Shop on account of negligence or default of the Allottee/Purchaser in this behalf, the Allottee/Purchaser shall be liable for the consequences of the breach.

- iii. To carry out at his own cost all internal repairs to the said Flat/Shop and maintain the Flat/Shop in the same condition, state and order in which it was delivered by the **Promoter/Developer** to the Allottee/Purchaser and shall not do or suffer to be done anything in or to the building in which the Flat/Shop is situated or the Flat/Shop which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/Purchaser committing any act in contravention of the above provision, the Allottee/Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Flat/Shop or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat/Shop or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat/Shop is situated and shall keep the portion, sewers, drains and pipes in the Flat/Shop and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat/Shop is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis

or other structural members in the Flat/Shop without the prior written permission of the **Promoter/Developer** and/or the Society or the Limited Company.

- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat/Shop is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat/Shop in the compound or any portion of the project land and the building in which the Flat/Shop is situated.
- vii. Pay to the **Promoter/Developer** within fifteen days of demand by the **Promoter/Developer**, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat/Shop is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat/Shop by the Allottee/Purchaser for any purposes other than for purpose for which it is sold.
- ix. The Allottee/Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat/Shop until all the dues payable by the Allottee/Purchaser to the **Promoter/Developer** under this Agreement are fully paid up.

- x. The Allottee/Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flat/Shop therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Flat/Shop in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
 - xi. Till a conveyance of the structure of the building in which Flat/Shop is situated is executed in favour of Society/Limited Society, the Allottee/Purchaser shall permit the **Promoter/Developer** and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
15. The **Promoter/Developer** shall maintain a separate account in respect of sums received by the **Promoter/Developer** from the Allottee/Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat/Shops or of the said Plot and Building or any part thereof. The Allottee/Purchaser shall have no claim save and except in respect of the Flat/Shop hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the **Promoter/Developer** until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

17. Promoter/Developer Shall Not Mortgage Or Create A Charge :

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

18. Binding Effect :

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

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

19. Entire Agreement :

This Agreement along with its schedules and annexure constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral if any, between the Parties in regard to the said Flat/Shop/plot/ building, as the case may be.

20. Right To Amend :

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

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

It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee/Purchaser of the Flat/Shop, in case of a transfer, as the said obligations go along with the Flat/Shop for all intents and purposes.

22. Severability :

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

23. Method Of Calculation Of Proportionate Share Wherever Referred To In The Agreement :

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

24. Further Assurances :

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

i) Solid Waste Management:

The Allottee/Purchaser shall observe scrupulously the following conditions in order to ensure the directives and recommendations of the Honorable Supreme Court regarding solid waste management.

- a. The Allottee/Purchaser shall keep two streams of waste, one for food waste and bio- degradable waste and another for recyclable waste such as papers, plastic, metal, Glass, tags, etc.
 - b. The Allottee/Purchaser shall ensure that no domestic /institutional waste shall be thrown on the streets, footpaths, open spaces, drains or water bodies.
 - c. The Allottee/Purchaser shall make separate agreement for disposal of toxic or hazardous household waste such as used batteries containers for chemicals and pesticides, discarded medicines and other toxic or hazardous household waste.
 - d. The Allottee/Purchaser shall abide by the instructions as may be issued from time to time by the **Promoter/Developer** till the formation & registration of a Co-op.Housing Society and upon formation and registration of such Co-op.Housing Society then by such Co-op.Housing Society in relation to disposal of solid waste management in the light of the directives issued by the Honorable Supreme Court.
- ii. The **Promoter/Developer** declares and the Allottee/Purchaser is made aware that the Hydrolysis process of cement continues for a longer period of two years and the strength of Cement increases. The process is exothermic in nature resulting in omission of heat shown in the form of cracks. The construction is carried out at enormous speed, hence the given time required for settlement of Block/Brickwork due to self load is very insufficient and plastering work is carried out before that period and thereafter the RCC Beam/column joints with brickwork get exposed and are seen as cracks. The normal period required after brickwork is minimum of twelve months. Seeing financial expenses incurred to the Purchasers by booking during under constructions, speedy construction gets the first priority. The red

bricks manufactured by earthen clay along with cement also undergo expansion and contraction in different seasons of the year initially for one year after of the completion of work. This also leads to minor cracks in the portion of the wall. Again the process for repairing is timely crack filing and repairing. The final solutions for all types of cracks occurred is to do painting and filling jobs after two years of possession. The solutions are to be carried out at the cost and expenses of the Allottee/Purchaser.

- iii. It has been specifically agreed by the Allottee/Purchaser that he/she is fully aware of the fact that the wall tiles and floor tiles installed in the Flat/Shop and in the building will have shade or tone variation because vitrified is processed at extremely high temperature in oven or kiln by the manufacturing industries as such the Allottee/Purchaser will not take any objection for the same.
- iv. The Allottee/Purchaser of shops shall be treated on the same basis as the Allottee/Purchaser of the Flat/Shops and shall have the same rights and be subject to the same liabilities in all respects, including dues and maintenance of the Building as stipulated hereto except for the designated maintenance, municipal taxes, water charges and other Government levies which shall be payable by every Allottee/Purchaser of the Shops on the basis of the area of his/her/their respective premises in the said Building and/or as per separate assessment made in respect of each premises either by The Promoter/Developer or the Society.

25. Place Of Execution :

The execution of this Agreement shall be complete only upon its execution by the **Promoter/Developer** through its authorized signatory

at the **Promoter/Developer**'s Office or at some other place, which may be mutually agreed between the **Promoter/Developer** and the Allottee/Purchaser, in **Navi Mumbai** after the Agreement is duly executed by the Allottee/Purchaser and the **Promoter/Developer** or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at **Navi Mumbai**.

26. The Allottee/Purchaser and/or **Promoter/Developer** shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the **Promoter/Developer** will attend such office and admit execution thereof.

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

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

Name of Allottee/Purchaser _____

(Allottee/Purchaser' s Address) _____

Notified Email ID: _____

Promoter/Developer: **M/s. Millennium Group**

through its Partners

1) Mr. Naresh Madanlal Jain

2) Mr. Mahendra Chhogalal Jain

Address : Office No. Multipurpose No. 2, Gahlot
Complex, Plot No. 28, Sector-10, Nerul,
Navi Mumbai – 400 706.

Notified Email ID:

It shall be the duty of the Allottee/Purchaser and the **Promoter/Developer** to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the **Promoter/Developer** or the Allottee/Purchaser as the case may be.

29. Joint Allottee/Purchasers :

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

30. Stamp Duty and Registration :- The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee/Purchaser.

31. Dispute Resolution :- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Mumbai Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations thereunder.

32. Governing Law :

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the **Vashi Court/Panvel court** will have the jurisdiction for this Agreement.

FIRST SCHEDULE

THE DESCRIPTION OF THE PROPERTY

All the piece and parcel of land known as **Plot No. 404, Sector – 24, at–Pushpak (Vahal)**, Tal. Panvel, Dist. Raigad, containing by admeasuring about **700 Sq. Mtrs.** or thereabout and bounded as follows.

On or towards the North by :

On or towards the South by :

On or towards the East by :

On or towards the West by :

Property Details:-

Flat No. _____, _____ Floor, admeasuring about _____
**Sq. Ft. [_____ Sq. Mtrs.] usable Carpet area as per RERA
Act & Terrace Area _____ Sq. Ft. [_____ Sq. Mtrs.]**
and the Allottee/Purchaser hereby entitled to utilize the area of
enclosed **Balcony & Service Slab** within the said flat in the building
known as "**Millennium Plaza**" to be constructed on **Plot No. 404,
Sector – 24, at–Pushpak (Vahal)**, Tal. Panvel, Dist. Raigad, Navi
Mumbai.

SECOND SCHEDULE

SPECIFICATION AND AMENITIES

FLOORING

2×2 Vitrified tile flooring in living Bedroom & Kitchen.

KITCHEN

- **Marble 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.**
- **Hot & Cold mixer arrangement**
- **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

- **Anodized aluminium sliding windows.**
- **Marble 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.**

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

SIGNED, SEALED AND DELIVERED

By the within named **‘The Pramoter/Developer’**

M/s. Millennium Group

through its Partners

1) Mr. Naresh Madanlal Jain

2) Mr. Mahendra Chhogalal Jain

In the presence of.....

1.

2.

SIGNED, SEALED AND DELIVERED

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

.....

.....

In the presence of.....

1.

2.

SIGNED, SEALED AND DELIVERED

By the within named **‘The Pramoter/Confirming Party’**

1) Shri. Arun Gajanan Kumbhar

2) Shri. Manoj Gajanan Kumbhar

3) Shri. Kashinath Gajanan Kumbhar

4) Smt. Pramila Anil Kumbhar

5) Shri. Sachin Dharma Kumbhar

6) Shri. Sunil Dharma Kumbhar

In the presence of.....

1.

2.

RECEIPT

RECEIVED amount of Rs. _____/- (Rupees _____
_____Only) by cheque from _____
_____, the Allottee/Purchaser/s being the part
payment for the sale of Flat/Shop No. _____, _____ Floor,
admeasuring about _____ Sq. Mtrs. [_____ Sq. Ft.] usable
Carpet area as per RERA Act & Terrace Area_____Sq. Mtrs. [_____
_____ Sq. Ft.] and the Allottee/Purchaser hereby entitled to utilize the
area of enclosed Balcony, Cupboard, Flower bed & Service Slab within the
said flat in the building known as “**Millennium Plaza**” being constructed
on Plot No. 404, Sector – 24, at–Pushpak (Vahal), Tal. Panvel, Dist-
Raigad.

Mode of Payments:

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

I/WE SAY RECEIVED

Rs. _____/-

M/s. Millennium Group
through its Partners

1) Mr. Naresh Madanlal Jain

2) Mr. Mahendra Chhogalal Jain

WITNESSES:-

1. _____

2. _____