

### **AGREEMENT FOR SALE**

THIS AGREEMENT made and entered into at Navi Mumbai on this ..... day of ....., 2017, **BETWEEN M/S. AVICON INFRA L.L.P** through its partners 1) MR. GOVIND KARMAN GAJORA 2) MR. DIPESH GOVIND GAJORA 3) MR. KALPESH JIVRAJ CHOUDHARY, 4) SHRI. SUDHIR MANJI BHUSHAN 5) MR. ROHIT MAHADEV PATEL, All Adults, Indian Inhabitants, having address at, Shop No. 01, Isha Shopping Complex, Sector . 15, Nerul, Navi Mumbai, hereinafter called as “THE PROMOTERS” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its heirs, executors, administrators and assigns) of the FIRST PART **AND MR/MRS.** ..... (having I .T .Pan No . ....) Adults, Indian Inhabitants, residing at .....  
 .....  
 ....., hereinafter called “THE ALLOTTEE/S” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators and assigns) of SECOND PART:

**WHEREAS :**

1. 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 Corporation/CIDCO") having its registered office at "Nirmal", 2<sup>nd</sup> Floor, Nariman Point, Mumbai - 400 021, The Corporation 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 by Government of Maharashtra in the exercise of its powers of the area designated as site for New Town under Sub- Section (1) of Section 113 of the said Act.
2. The State Government has acquired lands within the designated area of and vested the same in the Corporation by an Order duly made on that behalf as per the provisions of Sec. 113 of the said Act.
3. By virtue of being the Development Authority the Corporation 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 Sate Government under the said Act.
4. This Agreement is drafted as per the rule of REAL ESTATE ( REGULATION ACT AND DEVELOPMENT ) ACT .
5. The Corporation laid down the Plot in Village Ulwe, Navi Mumbai , Tal. Panvel, Dist. Raigad, on such piece of land so acquired by the state government and subsequently vested by the State Government in the Corporation for being leased to its intending Lessees.
6. And Whereas Vide Agreement to Lease dated - 17<sup>th</sup> August, 2009 duly registered with Joint Sub Registrar Panvel-3, on 20<sup>th</sup> August, 2009, under Serial No.PVL3-5422/2009 , The corporation has agreed to lease to MR. NARAYAN RAMCHANDRA KOLI, AND SHRI. BABURAO B. PATIL, THE ORIGINAL LICENSEES, one such Plot of Land bearing No. 257, admeasuring about 1749.92 Sq.Mtrs, Under 12.5% Gaonthan Expansion Scheme, Sector -17, Ulwe, Navi Mumbai, Taluka - Panvel and District Raigad., (hereinafter referred to as "THE SAID PLOT") for a period of 60 years computed from the date of Agreement to Lease, for the Purpose of residential use in respect of the said Plot.
7. The said property/Plot is more particularly described in the First Schedule hereinafter .

7. WHEREAS THE ORIGINAL LICENSEES MR. NARAYAN RAMCHANDRA KOLI, AND SHRI. BABURAO B. PATIL have assigned and transferred the said Plot No.257 to M/S. PARTH BUILD-MAT PRIVATE LIMITED through its Director MR. DEVSHI J. VAGHANI, The new Licensee, Vide Tripartite Agreement dated 21<sup>st</sup> October, 2009, duly Registered with Joint Sub Registrar Panvel-3, on 23<sup>rd</sup> October, 2009 under Serial No.PVL3-7071/2009 executed between The city and Industrial Development Corporation of Maharashtra Ltd., The Corporation & (1) MR. NARAYAN RAMCHANDRA KOLI, AND SHRI. BABURAO B. PATIL THE Original Licensees and M/S. PARTH BUILD-MAT PRIVATE LIMITED through its Director MR. DEVSHI J. VAGHANI the New Licensee in respect of Plot of Land bearing No.257 and Corporation have transferred the above referred Plot in the name of M/S. PARTH BUILD-MAT PRIVATE LIMITED through its Directors 1) MR. DEVSHI J. VAGHANI AND 2) MRS. SANGEETA D. VAGHANI, vide its letters dated - 04<sup>th</sup> November 2009 bearing No. CIDCO/ ESTATE / GES / ULWE/570+452/2009 .

8. WHEREAS M/S. PARTH BUILD-MAT PRIVATE LIMITED THROUGH ITS DIRECTORS 1) MR. DEVSHI J. VAGHANI AND 2) MRS. SANGEETA D. VAGHANI, have assigned and transferred the said Plot No.257 to M/S. AVICON INFRA L.L.P. through its partners 1) MR. GOVIND KARMAN GAJORA 2) MR. DIPESH GOVIND GAJORA 3) MR. KALPESH JIVRAJ CHOUDHARY, 4) SHRI. SUDHIR MANJI BHUSHAN 5) MR. ROHIT MAHADEV PATEL, THE SUBSEQUENT NEW LICENSEE, Vide Tripartite Dated 22<sup>nd</sup> September, 2015, duly Registered with Joint Sub Registrar Panvel-2, on 24<sup>th</sup> September, 2015 under Serial No.PVL2-8090/2015, executed between The city and Industrial Development Corporation of Maharashtra Ltd., The Corporation & (1) M/S. PARTH BUILD-MAT PRIVATE LIMITED through its Directors 1) MR. DEVSHI J. VAGHANI AND 2) MRS. SANGEETA D. VAGHANI, the new Licensee and M/S. AVICON INFRA L.L.P. , THROUGH ITS PARTNERS 1) MR. GOVIND KARMAN GAJORA 2) MR. DIPESH GOVIND GAJORA 3) MR. KALPESH JIVRAJ CHOUDHARY, 4) MR . SUDHIR MANJI BHUSHAN 5) MR. ROHIT MAHADEV PATEL The Subsequent New Licensee, in respect of Plot of Land bearing No.257 and Corporation have transferred the above referred Plot in the name of M/S. AVICON INFRA L.L.P. THE SUBSEQUENT NEW LICENSEE, vide its letters dated - 29<sup>th</sup> September, 2015, bearing No. CIDCO /ESTATE/ GES / Ulwe/570/2015/1679.

9. By virtue of the Tripartite Agreement dated - 22<sup>nd</sup> September, 2015, the **M/S. AVICON INFRA L.L.P** has got rights to develop the said property as a new licensee .

10. AND WHEREAS **M/S. AVICON INFRA L.L.P** THE PROMOTERS herein have decided to construct buildings on the said plot of land to be known as “LEVANTE” and to sell the said flats in the said buildings to the prospective Allottee/s.

11. AND WHEREAS THE PROMOTERS has entered into a standard Agreement with an Architect named M/S . ATUL PATEL registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects and also have entered into standard Agreement with RCC Consultant.

12. AND WHEREAS the PROMOTERS has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at \_\_\_\_\_ bearing No \_\_\_\_\_; authenticated copy is attached herein .

13. AND WHEREAS the PROMOTERS has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the PROMOTERS accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

14. The PROMOTERS has got the plans, designs and specification for constructing the building on the said Plot approved by the Corporation and other connected authorities and The CIDCO of Maharashtra by its Development permission-cum-Commencement Certificate No.CIDCO/TPO(NM &K)/BP-10020 & 8293 /2015 /1392, Dated - 11<sup>TH</sup> December, 2015 Granted its permission to commence construction on the said plot subject to the terms and conditions.

15 . The Promoters by virtue of the said Tripartite Agreement dated - 21<sup>st</sup> October, 2009, and 22<sup>nd</sup> September, 2015, and Development Permission Dated 11<sup>TH</sup> December, 2015 are entitled to cause & commence the development work of the said Plot by constructing a new residential and/or commercial building thereon to be known as “ LEVANTE ” in accordance with the plans, designs and specifications approved by CIDCO. The Promoters are also entitled to sell to ALLOTTEE/S the flat/s & Shop/s and/or such other premises as may be constructed on the said property/Plot.

16. The flat ALLOTTEE/S has/have taken inspection of all the papers, statements, agreements, writings, plans, lease Deeds, specifications, licenses, the plans, designs and specifications prepared by the PROMOTERS's Architects M/S . ATUL PATEL and all other documents as are required to be shown to the flat ALLOTTEE/S under the Maharashtra Ownership Flats (Regulation of the promotion of construction sale management and transfer) Act 1963, (hereinafter

referred to as the said Act ) and under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and Rules framed thereunder relating to the said plot of land and has satisfied himself/herself/ themselves as to the marketable title of the said plot.

17. The Authenticated Copies of the Plans of the Layout as approved by the concerned Local Authority and according to which the construction of building is proposed to be provided for on the said project have been annexed hereto

18. The Authenticated copies of the plans and specification of the flat agreed to be purchased by the ALLOTTEE/S as sanctioned and approved by the local authority have been annexed hereto .

19. AND WHEREAS the PROMOTERS has got some of the approvals from by the Corporation and other connected authorities to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building AND WHEREAS the PROMOTERS do hereby undertakes observed and performed certain terms, conditions, stipulations and restrictions laid down by CIDCO LTD / Concerned local authority and/or Government and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

20. The copy of certificate of title issued by the Builder's Advocate, copy of Agreement to lease or any other relevant revenue record showing the nature of the title of the said **M/S. AVICON INFRA L.L.P** THROUGH ITS PARTNERS MR. GOVIND KARMAN GAJORA AND OTHER 4 to the said Plot and of The Promoters, on which residential flat/Shops /parking spaces etc. are to be constructed and the copies of the plan and specifications of the premises agreed to be purchased by the flat ALLOTTEE/S, approved by the concerned local authority, has been inspected by the flat ALLOTTEE/S. A copy of the said title certificate is annexed hereto .

21. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS The PROMOTERS hereby represents and warrants to the ALLOTTEE/S as follows:

i. The PROMOTERS 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 PROMOTERS 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 PROMOTERS has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The PROMOTERS 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/S created herein, may prejudicially be affected;
- vii. The PROMOTERS 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 which will, in any manner, affect the rights of ALLOTTEE/S under this Agreement;
- viii. The PROMOTERS confirms that the PROMOTERS is not restricted in any manner whatsoever from selling the said Flat/Shop to the ALLOTTEE/S in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of ALLOTTEE/S , the PROMOTERS shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the ALLOTTEE/S ;
- x. The PROMOTERS 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 PROMOTERS in respect of the project land and/or the Project except those disclosed in the title report.

22. AND WHEREAS On satisfying himself/herself/themselves about the Plans, deed, documents etc and satisfying himself/herself/themselves of the title of the Promoters the ALLOTTEE/S has applied to the Promoter for allotment of an Flat No. ...., on the ..... Floor, of the said "LEVANTE" Building being constructed on Plot No. 257, in Sector - 17, Ulwe, Navi Mumbai, Tal - Panvel & Dist - Raigad, for the agreed consideration of **Rs...../- (RUPEES ..... ONLY)**.

23. AND WHEREAS the carpet area of the said Flat No. .... is ..... square meters and "carpet area" means the net usable floor area of an Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the ALLOTTEE/S or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the ALLOTTEE/S, but includes the area covered by the internal partition walls of the Flat.

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

25. AND WHEREAS, prior to the execution of these presents the ALLOTTEE/S has paid to the Promoter a sum of **Rs...../- (RUPEES ..... ONLY)** only, being part payment of the sale consideration of the Flat agreed to be sold by the Promoter to the ALLOTTEE/S as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the ALLOTTEE/S has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

26. AND WHEREAS, under section 13 of the said Act the PROMOTERS is required to execute a written Agreement for sale of said Residential Flat with the ALLOTTEE/S, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

**NOW THEREFORE THIS AGREEMENT FOR SALE OF FLAT ON OWNERSHIP BASIS WITNESSETH AS FOLLOWS :-**

1. The PROMOTERS shall construct the time being a building (Ground + 13 Floors) on the said property/Plot more particularly described in the schedule hereunder written in accordance with the plans, designs and specification which have been approved and sanctioned by the said Corporation/Concerned Local Authority from time to time Provided that the PROMOTERS shall have to obtain prior consent in writing of the ALLOTTEE/S in respect of variations or modifications which may adversely affect the Flat of the ALLOTTEE/S except any alteration or addition required by any Government authorities or due to change in law.

2. The ALLOTTEE/S hereby agreed to purchase the said Flat No. ...., admeasuring ..... Sq.Mtrs. Carpet area ,on ..... Floor, "LEVANTE" Building being constructed on Plot No. 257, in Sector - 17, Ulwe, Navi Mumbai, Tal - Panvel & Dist - Raigad, being constructed on the said property/Plot, for a total consideration for the lumpsum price of **Rs...../- (RUPEES ..... ONLY).**

3. The ALLOTTEE/S has paid on or before execution of this agreement a sum of **Rs...../- (RUPEES ..... ONLY)** as advance payment or application fee and hereby agrees to pay to the Promoter the balance amount of **Rs...../- (RUPEES ..... ONLY)** in following manner :

**SCHEDULE OF PAYMENTS**

A) At the time of booking	10 % Rs.
B) After execution of the Agreement	20 % Rs.
C) On Completion of Plinth & Foundation Work	15 % Rs.
D) On Completion of 1 <sup>st</sup> Slab. ( Podium)	02 % Rs.
E) On Completion of 2 <sup>nd</sup> Slab.	02 % Rs.
F) On Completion of 3 <sup>rd</sup> Slab.	02 % Rs.
G) On Completion of 4 <sup>th</sup> Slab.	02 % Rs.
H) On Completion of 5 <sup>th</sup> Slab.	02 % Rs.
I) On Completion of 6 <sup>th</sup> Slab.	02 % Rs.
J) On Completion of 7 <sup>th</sup> Slab.	02 % Rs.
K) On Completion of 8 <sup>th</sup> Slab.	02 % Rs.
L) On Completion of 9 <sup>th</sup> Slab.	02 % Rs.
M) On Completion of 10 <sup>th</sup> Slab.	02 % Rs.
N) On Completion of 11 <sup>th</sup> Slab.	02 % Rs.
O) On Completion of 12 <sup>th</sup> Slab.	02 % Rs.
P) On Completion of 13 <sup>th</sup> Slab.	01 % Rs.

Q) On Completion of 14 <sup>th</sup> Slab including podiums and stilts of the building	
R) On Completion of Walls , Internal Plaster Flooring , Doors & Windows of the said Flat	05 % Rs.
S) on completion of the Sanitary fittings, staircases, lift , wells, lobbies upto the floor level of the said Flat	05 % Rs.
T) on completion of the external plumbing and external plaster elevation, terraces with waterproofing, of the building or wing in which the said Flat is located	05 % Rs.
U) on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s	10 % Rs.
V) On or before possession	05 % Rs.

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Total	100% Rs
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**Rs...../- (RUPEES ..... ONLY).**

The Allottee agrees to pay to the Promoter , interest as specified in the Rule of Real ESTATE ( REGULATIONS AND DEVELOPMENT ) ACT , on all the delayed payment which become due and payable by the ALLOTTEE to the Promoters under the terms of this Agreement from the date the said amount is payable by the ALLOTTEE to the Promoters .

4. The total price above excluded Taxes , ( consisting of tax paid or payable by the Promoters by way of the GST or any other similar taxes which may be levied , in connection with the construction of and carrying out the project payable by the Promoters ) up to the date of handing over the possession of the said Flat .

5. The Promoter have further represented that as per the sanctioned building plans, Local authority has sanctioned certain , additional areas as permitted under GDCR, the certificate of architect detailing the said additional areas is annexed hereto and The Promoters have paid necessary premium , charges to the concerned authorities for getting the sanction of the said additional area from the CIDCO . The aforesaid additional area are fused to the said Premises .

6. The Total Price is escalation -free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed

by the competent authority Local Bodies/Government from time to time. The PROMOTERS undertakes and agrees that while raising a demand on the ALLOTTEE/S for increase in development charges, cost, or levies imposed by the competent authorities etc., the PROMOTERS shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the ALLOTTEE/S, which shall only be applicable on subsequent payments.

7. The PROMOTERS shall confirm the final carpet area that has been allotted to the ALLOTTEE/S after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the PROMOTERS. If there is any reduction in the carpet area within the defined limit then PROMOTERS shall refund the excess money paid by ALLOTTEE/S within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the ALLOTTEE/S. If there is any increase in the carpet area allotted to ALLOTTEE/S, the PROMOTERS shall demand additional amount from the ALLOTTEE/S as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 2 & 3 of this Agreement .

8. The ALLOTTEE/S authorizes the Promoter 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 may in its sole discretion deem fit and the ALLOTTEE undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

9. AND WHEREAS Time is essence for the PROMOTERS as well as the ALLOTTEE/S. The PROMOTERS shall abide by the time schedule for completing the project and handing over the Flat to the ALLOTTEE/S and the common areas to the association of the ALLOTTEE/S after receiving the occupancy certificate or the completion certificate or both, as the case may be Similarly, the ALLOTTEE/S shall make timely payments of the 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 PROMOTERS

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

10.2. Without prejudice to the right of PROMOTERS to charge interest in terms of sub clause 3 above, on the ALLOTTEE/S committing default in payment on due date of any amount due and payable by the ALLOTTEE/S to the PROMOTERS under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the ALLOTTEE/S committing three defaults of payment of installments, the PROMOTERS shall at his own option, may terminate this Agreement:

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

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

In Case of such termination , The Stamp Duty , Registration Charges , and all taxes paid by the ALLOTTEE/S shall not be refunded by the Promoters .

In the event of such termination the promoters shall be entitled to resell the said premises to such third Person/party as the promoters may deem fit , neccessary and proper and recovery and appropriate to themselves the entire sale consideration and other amount that shall be received from such resale .

11. Both the Promoters and ALLOTTEE/S hereby agrees to in such case of termination no interest shall be on refund of the consideration by the Promoters to the ALLOTTEE/S

12. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 1.5 square meters only and Promoter has planned to utilize Floor Space Index of 1.5 by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. In case the FSI is increased then that shall be utilize by the Promoters on Project land .

13. The PROMOTERS shall give possession of the Flat to the ALLOTTEE/S on or before MARCH 2020. If the PROMOTERS fails or neglects to give possession of the Flat to the ALLOTTEE/S on account of reasons beyond his control and of his agents by the aforesaid date then the PROMOTERS shall be liable on demand to refund to the ALLOTTEE/S the amounts already received by him in respect of the Flat with interest at the same rate as may mentioned in the clause 10.1 herein above from the date the PROMOTERS received the sum till the date the amounts and interest thereon is repaid.

Provided that the PROMOTERS shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of building in which the Flat 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.

(iii) Civil commotion, agitation by local persons, strike.

(iv) Non availability of any vital building material including cement, steel, sand etc.,

(v) Any change in law, notification and regulation relating to the development of the said project.

(vi) And also the Promoters shall not be liable for any delay that shall be caused due to any delay on part of any concerned authority in granting the necessary permissions, sanctions NOC that shall be required by Promoters from time to time.

(vii) Circumstances beyond the control of the Promoters.

14.1. The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the ALLOTTEE/S as per the agreement shall offer in writing the possession of the Flat, to the ALLOTTEE/S in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Flat to the ALLOTTEE/S. The Promoter agrees and undertakes to indemnify the ALLOTTEE/S in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The ALLOTTEE/S agree(s) to pay the maintenance charges as determined by the Promoter or association of ALLOTTEE/S, as the case may be. The Promoter on its behalf shall offer the possession to the ALLOTTEE/S in writing within 7 days of receiving the occupancy certificate of the Project.

14.2 The ALLOTTEE/S shall take possession of the Flat within 15 days of the written notice from the promoter to the ALLOTTEE/S intimating that the said Flats are ready for use and occupancy:

14.3 Upon receiving a written intimation from the Promoter as per clause 14.1, the ALLOTTEE/S shall take possession of the Flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Flat to the ALLOTTEE/S. In case the ALLOTTEE/S fails to take possession within the time provided in clause 14.1 such ALLOTTEE/S shall continue to be liable to pay maintenance charges as applicable.

15. The ALLOTTEE/S shall use the Flat or any part thereof or permit the same to be used only for purpose of residence. He/She/They shall use the garage or parking space only for purpose of keeping or parking vehicle.

16. The ALLOTTEE/S along with other ALLOTTEE/S of Flats 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 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 within seven days of the same being forwarded by the Promoter to the ALLOTTEE/S, so as to enable the Promoter to register the common organisation of ALLOTTEE/S. No objection shall be taken

by the ALLOTTEE/S if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

17.1. The PROMOTERS shall, as per rule cause to be transferred to the society all the right, title and the interest of the VENDOR/ LESSOR/ ORIGINAL OWNER /PROMOTERS and/or the owners in the said structure of the Building or wing in which the said Flat is situated.

17.2. The PROMOTERS shall, as per rule cause to be transferred to the Federation/Apex body all the right, title and the interest of the PROMOTERS in the project land on which the building with multiple wings or buildings are constructed.

17.3. Within 15 days after notice in writing is given by the PROMOTERS to the ALLOTTEE/S that the Flat is ready for use and occupancy, the ALLOTTEE/S shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) 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/S shall pay to the PROMOTERS such proportionate share of outgoings as may be determined. The ALLOTTEE/S further agrees that till the ALLOTTEE/S's share is so determined the ALLOTTEE/S shall pay to the PROMOTERS provisional monthly contribution as determined by the PROMOTERS per month towards the outgoings. The amounts so paid by the ALLOTTEE/S to the PROMOTERS shall not carry any interest and remain with the PROMOTERS until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the PROMOTERS to the Society or the Limited Company, as the case may be.

18. The ALLOTTEE/S shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-

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

(ii) Amount/Charges for formation and registration of the Society or Limited Company/Federation/ Apex body.

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

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

(v) Deposit towards Water, Electric, and other utility and services connection charges &

(vi) deposits of electrical receiving and Sub Station provided in Layout

19. The ALLOTTEE/S shall pay to the Promoter amount for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter 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.

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

21. The ALLOTTEE/S doth hereby covenants with the DEVELOPERS as follows :

i. To maintain the Flat at the ALLOTTEE's own cost in good and tenantable repair and condition from the date that of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat 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 is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Flat 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 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 is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the ALLOTEE in this behalf, the ALLOTEE shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Promoter to the ALLOTEE and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat 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 ALLOTEE committing any act in contravention of the above provision, the ALLOTEE 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 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 or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat 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 is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat without the prior written permission of the Promoter and/or the Society or the Limited Company.

v. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the project land and the building in which the Flat is situated.

vi. Pay to the Promoter within fifteen days of demand by the Promoter, 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 is situated.

vii. 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 by the ALLOTEE for any purposes other than for purpose for which it is sold.

viii. The ALLOTEE 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 until all the dues payable by the ALLOTEE to the Promoter under this Agreement are fully paid up.

ix. The ALLOTEE shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The ALLOTEE 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 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.

x. Till a conveyance of the structure of the building in which Flat is situated is executed in favour of Society/Limited Society, the ALLOTEE shall permit the Promoter 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.

xi. Till a conveyance of the project land on which the building in which Flat is situated is executed in favour of Apex Body or Federation, the ALLOTEE shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

22. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the ALLOTEE as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or

association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

23. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flats or of the said Plot and Building or any part thereof. The ALLOTTEE shall have no claim save and except in respect of the Flat 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 until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

24. The flat ALLOTTEE/S and the persons to whom the said premises is let, sub-let, transferred, assigned or given possession of shall from time to time sign all applications, papers and documents and do all such act, deeds and things as the PROMOTERS and/or the Co-operative Housing Society and/or Association of Flat Owners and/or Limited Company may require for safeguarding the interests of the PROMOTERS and/or the Co-operative Housing Society and/or Association of Flat Owners and/or Limited Company, and /or of the other flat ALLOTTEE/S in the said building.

25. THE PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE After the PROMOTERS executes this Agreement he shall not mortgage or create a charge on the Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the ALLOTTEE/S who has taken or agreed to take such Flat. .

26. Upon the Possession of the said Premises being delivered to the ALLOTTEE/S, The ALLOTTEE/S shall be entitled to the use and occupy the said Premises and If within a period of five years from the date of handing over the Flat to the ALLOTTEE/S, the ALLOTTEE/S brings to the notice of the PROMOTERS any structural defect in the Flat or the building in which the Flat are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the PROMOTERS at his own cost and in case it is not possible to rectify such defects, then the ALLOTTEE/S shall be entitled to receive from the PROMOTERS, compensation for such defect in the manner as provided under the Act.

27. The ALLOTTEE/S has/have visited the site of construction and made himself/herself/themselves aware with the terms and conditions imposed by the

CIDCO Ltd. and both the parties hereby agrees to abide by all the terms & conditions of the said documents and further during the course of construction if the ALLOTTEE/S is again desirous of visiting the said Property , the ALLOTTEE/S shall obtain a written permission from the PROMOTERS . During such visits to the site, in case if there is any accident / mishap or casualty occurs then the PROMOTERS will not be responsible or liable in any manner whatsoever

28. It has been expressly agreed between the parties hereto as also the ALLOTTEE/S acquirers of the different tenements/units, that in case the said Building collapse or any damage will be caused due to any act of God, Earthquake, Flood or any Natural Calamity, War or due to any other causes which will be beyond the control of PROMOTERS, the PROMOTERS shall not be in any way liable to construct the Building or to carry out any repairs.

29 . The PROMOTERS may complete any wing, part, portion or floor of the Building and obtain part occupancy certificate thereof and give possession of premises therein to the ALLOTTEE/S of such premises and ALLOTTEE/S shall have no right to object at the same and hereby gives consent to the same. If the ALLOTTEE/S takes possession of any premises in such part complete portion or floor, the PROMOTERS and or their agents or contractors shall be entitled to carry on the remaining work in the said part of the said Building or any part thereof and any inconvenience if caused to the ALLOTTEE/S, the ALLOTTEE/S shall not protest, object to or obstruct the execution of such work.

30 . In case if due to force measure or if there is any increase/rise in the price of steel, cement and other building material before the completion of the building, the PROMOTERS shall be entitled to Receive escalation/increase in the price of flat. This amount of escalation shall be paid by the ALLOTTEE/S to PROMOTERS within seven days of the demand made by the PROMOTERS.

31. The ALLOTTEE/S of Flats shall be treated on the same basis as the ALLOTTEE/S of the Shops and shall have the same rights and be subject to the same liabilities in all respects, including dues and maintenance of the Buildings as stipulated hereto except for the Municipal taxes, water charges and other Government levies which shall be payable by every ALLOTTEE/S on the basis of the actual area of his/her/their respective premises as per separate assessment made in respect of each premises.

32 . The flat ALLOTTEE/S shall have no claim, save and except in respect of the particular premises hereby agreed to be acquired, i.e. all open spaces, un allotted spaces, stilt area/flats/ garages/ lobbies/ staircases/ terraces/ parking

spaces/ gardens/ hoarding etc. will remain the property of the PROMOTERS until the whole Property and/or any part thereof is transferred to the society as hereinafter mentioned but subject to the rights reserved to the PROMOTERS under this agreement

33. It is also understood and agreed by and between the Parties hereto that the Balcony / Terrace in front of the adjacent to the Flats in the Complex/ Building , if any shall belong exclusively to the respective ALLOTTEE/S Balcony/Terrace and such Balcony/ Terrace are intended for the exclusive use of the ALLOTTEE/S . The ALLOTTEE/S shall not enclose the said Balcony/Terrace in any manner whatsoever till the permission in writing is obtained from the Concerned Local Authority and the Builder or the Society as the case may be .

34. The ALLOTTEE/S shall from the date of receipt by him/ her /them of the notice form THE PROMOTERS to take possession of the said Flat regularly pay every month the provisional amount payable by him /her/them towards, taxed , maintenance charges and other outgoings .

35. The ALLOTTEE/S shall maintain at his/her own costs the Flat acquired by him/her in the same good condition state and order in which it is delivered to him /her and shall abide by all the bye - laws , rules and regulations of the Government, CIDCO or Electric company as the case may be and shall attend answer and be responsible for breach or non performance or non observance of any of the condition, rules or bye laws .

36. If at any time development and/or betterment charges, GST tax or other levy, charges, tax are/or is charged and/or any charges/transfer charges levied or sought to be recovered by the municipality/CIDCO/Corporation, Government and/or any other public authority in respect of the said plot and/or buildings/s the same shall be borne and paid by all the flat ALLOTTEE/S of the various premises therein, in proportion to the respective ALLOTTEE/S in addition to the price of their respective premises.

37. In the event of the PROMOTERS executing a conveyance in respect of the said property in favour of the society or incorporated body the PROMOTERS shall have a right to dispose of the remaining premises in the said building in such manner as they think fit and the sale proceeds thereof shall belong absolutely to the PROMOTERS and the ALLOTTEE/S of such remaining premises shall be accepted members of such Co-Operative society or incorporated body. The Developers in that case shall not be required to pay any transfer dues to the society or to the incorporated body.

38. The ALLOTTEE/S is aware that only on the basis of and relying on the representations, assurances, declarations, covenants and warranties made by him herein, the Promoters have agreed to and is/are executing this Agreement and ALLOTTEE/S hereby agrees to indemnify and keep indemnified the PROMOTERS absolutely and forever from and against all and any damage or loss that may be caused to the PROMOTERS including interalia against and in respect of all actions, demands, suits, proceedings, penalties, impositions, losses, damages, costs, charges and expenses, that may be caused to or incurred, sustained or suffered by the PROMOTERS, by virtue of any of the aforesaid representations, assurances, declarations, covenants and warranties made by the ALLOTTEE/S being untrue and /or as a result of the PROMOTERS entering in to this Agreement and/or as a result of the Promoters entering into this Agreement and/or any other present/future writings with ALLOTTEE/S and/or arising there from.

39. If the ALLOTTEE/S, before formation of the society desire/s to sell or transfer his/her/their, interest in the said Flat or wishes to transfer or give the benefit of this Agreement to other person/s, the same shall be done only after the ALLOTTEE/S obtain/s the prior written permission of the PROMOTERS on their behalf. In the event of the PROMOTERS granting such consent, the ALLOTTEE/S shall be liable to and shall pay appropriate charges to the PROMOTERS such charges as the promoters may in its absolute discretion determine by way of the transfer charges and administrative and other costs/charges, expenses pertaining to the same PROVIDED HOWEVER that such transferee/s assignee/s of the ALLOTTEE/S shall always be bound and liable by the terms, conditions and covenants hereof and on the part of the ALLOTTEE/S to be observed, performed and complied with. All the provisions of this Agreement shall ipso facto and automatically apply mutatis mutandis to such transferee/s assignee/s also.

40. Notwithstanding anything contained herein, the PROMOTERS shall, in respect of any amount remaining unpaid by ALLOTTEE/S under the terms of this Agreement, have a first lien and charge on the said Flat agreed to be purchased by the ALLOTTEE/S hereunder.

41. Any delay or indulgence by THE PROMOTERS in enforcing the terms of this Agreements or any forbearance or giving of time to the ALLOTTEE/S shall not be considered as a Waiver on the part of PROMOTERS of any breach or non compliance of any of the terms and conditions of the Agreement by the ALLOTTEE/S nor shall the same in any manner prejudice the rights of THE PROMOTERS.

42. All Costs, Charges and Expenses in connection with the formation of the Co-operative Society as well as the cost for Preparing, Engrossing, Stamping and Registering of all the Agreement, Lease Deed , Conveyance Deed , Transfer, Deeds or any other documents required to be executed by THE PROMOTERS and ALLOTTEE/S as well as the entire professional costs of the Solicitors of THE PROMOTERS in preparing and approving all such documents shall be borne proportionately by all the ALLOTTEE/S of Flat of the Building . THE PROMOTERS shall not contribute anything towards such expenses and The stamp duty and registration charges on this Agreement shall be born & paid by the ALLOTTEE/S.

43. Forwarding this Agreement to the ALLOTTEE/S by the PROMOTERS does not create a binding obligation on the part of the PROMOTERS or the ALLOTTEE/S until, firstly, the ALLOTTEE/S signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the ALLOTTEE/S and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the PROMOTERS. If the ALLOTTEE/S fails to execute and deliver to the PROMOTERS this Agreement within 30 (thirty) days from the date of its receipt by the ALLOTTEE/S and/or appear before the Sub-Registrar for its registration as and when intimated by the PROMOTERS, then the PROMOTERS shall serve a notice to the ALLOTTEE/S for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the ALLOTTEE/S, application of the ALLOTTEE/S shall be treated as cancelled and all sums deposited by the ALLOTTEE/S in connection therewith including the booking amount shall be returned to the ALLOTTEE/S without any interest or compensation whatsoever.

44. 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/plot/building, as the case may be.

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

46. The notice referred the preceding clause will be served by the PROMOTERS to the ALLOTTEE/S under U. C. P posting at the address specified below and the notice so served shall be sufficient discharges to the PROMOTERS. For this purpose the name and address of the ALLOTTEE/S shall be set out below;-

NAME : MR. .... ,

ADDRESS : ..... ,

47. That in case there are Joint ALLOTTEE/S all communications shall be sent by the Promoter to the ALLOTTEE 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/S.

48. This Agreement shall always be subject to the terms of the said Agreement to lease dated - 17<sup>th</sup> August, 2009, of Plot No . 257 in favor of THE ORIGINAL LICENSEE/PLOT OWNER by the CIDCO LTD , as also Tripartite Agreement dated - 21<sup>st</sup> October, 2009, and 22<sup>nd</sup> September, 2015, entered into between CIDCO LTD, THE ORIGINAL LICENSEE/PLOT OWNER and THE BUILDERS and the rules and regulations if any made by the CITY & INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD., and/or government of Maharashtra and/or other authority governing the said transaction.

49. 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 unless the entire consideration as agreed upon is paid by the ALLOTTEE/S to the PROMOTERS and unless this Agreement is duly stamped under the Bombay Stamp Act and registered under the Registration Act 1908 .

50. The ALLOTTEE/S shall be bound by the obligations placed on PROMOTERS by Corporation in the Tripartite Agreement executed between Original Licensee , PROMOTERS and The Corporation.

51. The ALLOTTEE/S and PROMOTERS shall present this Agreement at the office of Concerned Sub-Registrar of Assurances at Tal. Panvel, Dist. Raigad within the time prescribed under the Registration Act and the PROMOTERS will attend such office and admit the execution thereof.

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

53. The amenities to be provided by the PROMOTERS in the said premises are those set out in the Annexure and the ALLOTTEE/S have satisfied himself/herself about the same.

54. 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.

55. Wherever in this Agreement it is stipulated that the ALLOTTEE/S has to make any payment, in common with other ALLOTTEE/S in Project, the same shall be in proportion to the carpet area of the Flat to the total carpet area of all the Flats in the Project.

56. This Agreement overrides all earlier correspondence and documentation and in case of any difference and contradictions with any earlier document executed , the provisions of this Agreement shall prevail .

57. 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.

58. The PROMOTERS hereby further covenant with THE ALLOTTEE/S and undertake to fulfill all such statutory obligations and legal liabilities as are required under , The Indian Contract Act 1872 , Transfer of Property Act 1882, Income Tax Act 1961, CIDCO Ltd., or any other Act, Rules & Bye-laws in force which pertains to the sale, transfer of the said Flat.

59. Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Concerned Governing Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

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

61. This Agreement shall always be subject to the provisions contained in the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder, Maharashtra Ownership Flats, 1963, and the Maharashtra Ownership Flats Rules, 1964 as amended up to date or any other provisions of law application thereto.

#### **FIRST SCHEDULE OF PLOT**

All that piece or parcel of land known as Plot No.257, admeasuring about 1749.92 Sq.Mtrs, Area, Under 12.5% Gaonthan Expansion Scheme, Sector -17, Ulwe, Navi Mumbai, Taluka -Panvel and District Raigad.

#### **SECOND SCHEDULE OF THE FLAT**

ALL THAT piece and parcel of premises bearing Flat No. ...., admeasuring ..... Sq. Mtrs. Carpet area, on ..... Floor, " LEVANTE " Building being constructed on Plot No . 257, Under 12.5 % Gaonthan Expansion Scheme, at Sector - 17, Ulwe, Navi Mumbai, Tal - Panvel & Dist - Raigad.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands, the day and year first herein above written.

Signed sealed and delivered by )  
The within named "THE PROMOTERS" )  
**M/S. AVICON INFRA L.L.P** )  
THROUGH ITS PARTNER )  
**SHRI. SUDHIR MANJI BHUSHAN** )  
In the presence of... )  
1) \_\_\_\_\_ )  
  
2) \_\_\_\_\_ )

SIGNED SEALED AND DELIVERED BY )  
The withinnamed THE FLAT ALLOTTEE/S )  
**MR/MRS. ....** )  
In the presence of... )  
1) \_\_\_\_\_ )  
  
2) \_\_\_\_\_ )

**R E C E I P T**

RECEIVED a sum of **Rs...../- (RUPEES .....**  
**..... ONLY)** from in named **MR/MRS. ....**  
**.....** a flat ALLOTTEE/S paid being PART &  
 ADVANCE payment out of total sale price in respect of Flat No. ...., on  
 ..... Floor, "LEVANTE " Building being constructed on Plot No. 257, Under  
 12.5 % Gaonthan Expansion Scheme, at Sector - 17, Ulwe, Navi Mumbai, Tal -  
 Panvel & Dist - Raigad as agreed under these presents.

WE SAY RECEIVED

**Rs...../-**

**M/S. AVICON INFRA L.L.P**  
 THROUGH ITS PARTNERS  
**SHRI. SUDHIR MANJI BHUSHAN**  
 ( THE PROMOTERS )

Witness :

- 1.
- 2.

## LIST OF AMENITIES FOR FLATS

### FLOORING :

- Vitrified flooring in all Rooms

### KITCHEN :

- Granite Kitchen Platform with branded S. S. Sink
- Walls tiles up to 4'ft. height .

### DOORS & WINDOWS :

- Wooden Laminated Flush doors in every Room .
- Powder Coated Aluminum French Windows with tinted glass
- Photo frame doors with imported marble .

### WALLS & PAINTS :

- POP Finished Internal Walls
- Premium quality Paints on Internal Walls
- Acrylic Paint on external Walls

### BATH & WC

- Designer Bathroom with branded sanitary ware
- Concealed Plumbing with C.P Fitting
- Geyser connections in all Bathrooms
- Wall Tiles up to 8ft Height

### ELECTRIFICATION:

- Concealed Copper Wiring with MCB/ELCB
  - Branded electrical Fittings
  - Telephone , T .V & Intercom Points
- Ample light points in parking area