

Flat Number : _____

Wing : _____

Carpet Area : _____ Sq. Mtr

Enclosed Balcony Area : _____ Sq. Mtr

Terrace Area : 0.00 Sq. Mtr

Agreement Value : Rs. _____/-

Market Value : Rs. _____/-

Stamp Duty : Rs. _____/-

Registration : Rs. _____/-

AGREEMENT FOR SALE

This Agreement is entered into at Navi Mumbai on this day_____ of month _____ , year 202__.

BETWEEN

M/s. Ashiana Lifestyle (PAN No. ABFFA0605B), a Partnership firm duly registered under the provisions of the Indian Partnership Act, 1932 through its authorised Partner**Mr. Jigar K. Mehta**,having office address at Mahavir Shopping Center, 02, 1st Floor, Sector No.11, Near Bus Depot, Nerul (E), Navi Mumbai : 400 706, hereinafter referred to as **“THE PROMOTERS”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its Partners, executors, administrators and assigns) of the **FIRST PART**.

AND

Mr. _____ having (PAN No. _____), **aged – ____ years** and **Mrs.** _____ having (PAN No. _____) , **aged – ____ years** an / both adult Indian inhabitant residing at _____ . hereinafter referred to as the **“Allottee/s”**, (which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include his/ her/ their respective legal heirs, executors, administrators, assigns and nominee) of the **SECOND PART**.

WHEREAS

_____	_____
Promoter	Allottee/s

1. Project

1.1 The Promoters herein have an absolute, legal and exclusive ownership of all that piece and parcel of land admeasuring 15070 Square Meters, bearing earlier Gut No. 75/1A, Gut No 75/1B, Gut No 75/2A, Gut No 75/2B, Gut No 75/3A, Gut No 75/3B and now aggregate new Gut No. 75/1A. within Village Kevale, Taluka Panvel, District Raigad. (hereinafter referred to as the “said Project Land”) and more particularly described in the ‘First Schedule – Part 1’.

1.2 The Promoters have purchased the above mentioned Project Land at Village Kevale from their Original Owners by 6 (Six) registered Sale Deeds viz.,

- i. Land bearing Gut No. 75/1 admeasuring 0-25-00 H. R. P (Out of total gross area 0-50-00 H. R. P.) was purchased by Mr. Jigar K. Mehta vide Agreement for Sale dated 10/02/2017 duly registered before the Joint Sub Registrar of Assurances under Receipt No. 1072, Document No. PVL5-996-2017 and vide Sale Deed dated 05/05/2017 duly registered before the Joint Sub Registrar of Assurances under Receipt No. 4017, Document No. PVL5-3760-2017, and the remaining portion of area 0-25-00 H. R. P (Out of the total gross area of 0-50-00 H. R. P.) was purchased by Mr. Anandkumar S. Podar vide Agreement for Sale dated 10/02/2017 duly registered before the Joint Sub Registrar of Assurances under Receipt No. 1074, Document No. PVL5-998-2017 and vide Sale Deed dated 05/05/2017 duly registered before the Joint Sub Registrar of Assurances under Receipt No. 4018, Document No. PVL5-3761-2017, for a proper consideration and as per the terms and conditions contained therein and pursuant to the said Sale Deeds, the aforesaid land was mutated in the 7/12 extracts of the revenue records of the concerned authority in favor of (1) Mr. Jigar K. Mehta and (2) Mr. Anandkumar S. Podar vide mutation entries 1435 and 1436 respectively,
- ii. Land bearing Gut No. 75/2 admeasuring 0-26-00 H. R. P (Out of total gross area 0-56-90 H. R. P.) was purchased by Mr. Jigar K. Mehta and Mrs. Anita M. Kachhara vide Sale Deed dated 22/08/2017 duly registered before the Joint Sub Registrar of Assurances under Receipt No. 6891, Document No. PVL3-5383-2017, and the remaining portion of area 0-30-90 H. R. P (Out of the total gross area of 0-56-90 H. R. P.) was purchased by Mr. Anandkumar S. Podar and Mr. Samarth J. Mehta vide Sale Deed dated 22/08/2017 duly registered before the Joint Sub Registrar of Assurances under Receipt No. 11747, Document No. PVL2-9794-2017, for a proper consideration and as per the terms and conditions contained therein and pursuant to the said Sale Deeds, the aforesaid land was mutated in the 7/12 extracts of the revenue records of the concerned authority in favor of (1) Mr. Jigar K. Mehta, (2) Mr. Anandkumar S. Podar, (3) Mrs. Anita M. Kachhara and (4) Mr. Samarth J. Mehta vide mutation entries 1451 and 1452 respectively,
- iii. Land bearing Gut No. 75/3 admeasuring 0-21-80 H. R. P (Out of total gross area 0-43-60 H. R. P.) was purchased by Mrs. Anita M. Kachhara vide Agreement for Sale dated

10/02/2017 duly registered before the Joint Sub Registrar of Assurances under Receipt No. 1069, Document No. PVL5-993-2017 and vide Sale Deed dated 05/05/2017 duly registered before the Joint Sub Registrar of Assurances under Receipt No. 4019, Document No. PVL5-3762-2017, and the remaining portion of area 0-21-80 H. R. P (Out of the total gross area of 0-43-60 H. R. P.) was purchased by Mr. Samarth J. Mehta vide Agreement for Sale dated 10/02/2017 duly registered before the Joint Sub Registrar of Assurances under Receipt No. 1726, Document No. PVL2-1345-2017 and vide Sale Deed dated 05/05/2017 duly registered before the Joint Sub Registrar of Assurances under Receipt No. 4015, Document No. PVL5-3758-2017, for a proper consideration and as per the terms and conditions contained therein and pursuant to the said Sale Deeds, the aforesaid land was mutated in the 7/12 extracts of the revenue records of the concerned authority in favor of (1) Mrs. Anita M. Kachhara and (2) Mr. Samarth J. Mehta vide mutation entries 1435 and 1436 respectively.

- 1.3 And vide mutation entry No. 1463, Gut No 75/1 was subdivided into Gut No. 75/1A and Gut No. 75/1B; by mutation entry No. 1462, Gut No 75/2 was subdivided into Gut No. 75/2A and Gut No. 75/2B and by mutation entry No. 1461, Gut No. 75/3 was subdivided into Gut No 75/3A and Gut No 75/3B.
- 1.4 And vide mutation entry No 1471 dated 18/09/2018 that as per the order of Tehsildar, Panvel having Ref. No. हक्कनोद / कात -४ / १४७०६ / २०१८ dated 12/09/2018 in lieu of award by Arbitration dated 06/08/2018, the name of Ashiana Lifestyle through their Partners (1) Mr. Jigar K. Mehta, (2) Mr. Anandkumar S. Podar, (3) Mrs. Anita M. Kachhara and (4) Mr. Samarth J. Mehta was recorded to the said Project Land viz., Gut No 75/1A, Gut No 75/1B, Gut No 75/2A, Gut No 75/2B, Gut No 75/3A and Gut No 75/3B.
- 1.5 And vide mutation entry No. 1473 dated 24/10/2018 that Gut No 75/1A, Gut No 75/1B, Gut No 75/2A, Gut No 75/2B, Gut No 75/3A and Gut No 75/3B were amalgamated by the present entry and thereby Gut No 75/1B, Gut No 75/2A, Gut No 75/2B, Gut No 75/3A and Gut No 75/3B were closed totally and amalgamated totally into 75/1A., which henceforth be read as 75/1A. admeasuring totally 1-50-70 H. R. P. being amalgamated as per the order of SDO, Panvel having their letter no. भूमापन / क. जा. प. / मौजे - केवाळे / दु. र. नं. 126/2018/3625 dated 16/10/2018.
- 1.6 And whereas the Promoters are now absolutely seized and possessed of or otherwise well and sufficiently entitled to all those pieces or parcels of vacant land totally admeasuring 1-50-70 H. R. P., equivalent to 15070 Sq. Mtrs all situated, lying and being at Village Kevale, Taluka Panvel and District Raigad. The titles of the said Pieces and Parcels of the land are transferred in the name of the Promoters and/ or its Partners and all the revenue records are now standing in the name of Promoters or in the name of its partners. The authenticated copies of 7/12 extracts are annexed hereto and marked as **Annexure 1**.

- 1.7 And whereas the Promoter Group have acquired further land adjacent to the said Project Land, in their endeavor to make the proposed project of the Township a larger, better and well planned Project and they are in constant negotiations with various land owners for the further acquisition and such further pieces and parcels of the land shall subsequently be added by the Promoters to the said Project Land. The said adjacent lands along with said Project Land shall hereinafter be referred to as “**the said Larger Land**”) and more particularly described in the ‘**First Schedule – Part 2**’ and it shall be developed in subsequent phases as ‘**Future Development – 1**’ which is shaded separately in the in the layout plan appended as **Annexure 2**.
- 1.8 And whereas by virtue of Admission cum Partnership Deed dated 1st April 2019, Shri Shreyas A. Podar has been admitted as a partner of the firm M/S Ashiana Lifestyle. The said M/S Ashiana Lifestyle comprises its partners (1) Shri Jigar K. Mehta, (2) Shri Anandkumar S. Podar, (3) Smt Anita Mahendra Kacchara, (4) Shri Samarth J. Mehta and (5) Shri Shreyas Anandkumar Podar, and have been authorized to deal and develop the said plots of lands and jointly constitute the Promoters under MahaRERA through their partnership firm.
- 1.9 And whereas vide Maharashtra Ordinance No. II of 2017 with regard to Maharashtra Land Revenue Code, (Amendment) ordinance 2017 promulgated on 01/01/2017 after section 42(A) of the Maharashtra Land Revenue Code 1966, the section 42(B) and 42(C) have been inserted which stipulates that the Land be deemed converted for use as shown by way of allocation, reservation or designation in such Development Plan and no separate permission under Section 42 or Section 44 shall be required for the use of such Land for permissible use under Development Plan.
- 2. Development Permissions**
- 2.1 And whereas the aforesaid land falls under NAINA (Navi Mumbai Airport Influence Notified Area) and the Government of Maharashtra has notified CIDCO Ltd (City and Industrial Development Corporation of Maharashtra Limited) as the special planning authority for NAINA. The aforesaid lands are lying under Urban Village Boundary of NAINA Zone (Village Kevale), meaning an area of 200m around existing inhabited Gaathan Boundary as shown in the development plan.
- 2.2 And whereas the Promoters have approached the planning authority NAINA under CIDCO Ltd. for the building permission of the said Project along with their application dated 31/12/2018 for the grant of Commencement Certificate under Section 44 of the Maharashtra Regional and Town Planning Act, 1966 (Mah. XXXVII of 1966. The development Permission has been granted by CIDCO Ltd vide letter No **CIDCO/NAINA/Panvel/Kevale/BP-414/CC/2019/SAP-537/650** dated 31/05/2019. Also, amended development Permission has been granted vide Certificate No **CIDCO/NAINA/Panvel/Kevale/BP-00414/ACC/2021/0083** dated 19/04/2021 and has been has been annexed hereto and marked as **Annexure 3**.

- 2.3 The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the said RERA Act and other laws as applicable.
- 2.4 And whereas the Promoter has currently proposed to construct the said Project comprising of 8 (Eight) Buildings having 7 (Seven) Sale Buildings of Stilt/ Ground + 4 (Four) named wings B, C, D, E, H, I and J and 1 (One) Building Part EWS (Economically Weaker Section) of Ground + 3 (Three) and Part Sale Building of Ground + 1 (One) named wing F for residential purposes. Out of the total FSI of 15,070 sq. mtr on the said Plot available to the Promoters, the CIDCO has presently sanctioned FSI to the extent of 10,584.63 sq. mtr. The Promoter proposes to construct 2 (Two) additional buildings named wings A and G by utilizing the balance unused FSI and shall apply to the competent authority for the sanction of such additional buildings as required. The project in full along with the buildings developed in the said larger land shall be named as **“PANVEL PRIDE”** (hereinafter to be referred as **‘the Said Project’**) and more particularly described in the **‘Second Schedule’**. The amenities being provided in the said Project is more particularly described in the **‘Third Schedule’**.
- 2.5 The Promoters have proposed and informed the Allottee/s the future expansion of the Project by utilizing the balance unused FSI, additional Premium paid FSI, TDR etc. as per the rules and regulations of the competent authority by constructing additional buildings and/ or additional floors on the above mentioned building/s by receiving the necessary permissions for the above Project.
- 2.6 And whereas the Promoters have informed the Allottee/s and the Allottee/s is/are well aware that the Promoters have not yet completely finalized their entire scheme of development and have reserved itself the right to amend and are under process of receiving the amended Building Permission which may increase the number of buildings and/ or the number of floors of the buildings in which the Building Permission has already been received which may change the layout of the said Project.
- 2.7 And whereas the Promoters have completed all the legal formalities with respect to the rights, title and interest in the project land on which the said project is to be constructed. The Promoters alone have the sole and exclusive right to sell the flats in the said project to be constructed by the Promoters on the Project Land and are fully competent to enter into Agreements with the Allottee/s of the flat.
- 2.8 The Promoters have accordingly commenced construction of the said Project in accordance with the said plans and expressed its intentions to sell the flats to be constructed on the said Project Land to prospective buyers.

- 2.9 And whereas the Allottee/s herein has/ have demanded from the Promoters and have herein given inspection to the Allottee /s all the documents relating to the Title of the Land of the said Project and also the plans, designs and specifications of the said Buildings prepared by the Architect and all the other documents as specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as **the said RERA Act**) and the rules and regulations made there under. The Promoters have also suggested the Allottee/s to carry out their own independent research by appointing any attorney regarding the title of the above Project. The Allottee/s is/ are satisfied with respect to the title, marketability and the rights and authorities of the Promoters and have given their confirmation herein that the responsibility of the title of the said land will be on the Promoters till the Conveyance of the said Project is completed.
- 2.10 And whereas the copy of the Title Certificate issued by advocate A. B. Jadhav, appointed by the Promoters as their legal advisor have been annexed hereto and marked as **Annexure 4**.
- 2.11 And whereas the Promoters have entered into prescribed agreement with 'Atul Patel Architects' through Mr. Atul Patel as their Architect registered with the Council of Architects having their address at #1209, The Landmark, Plot No 26A, Sector 07, Kharghar, Navi Mumbai- 410 210 for planning and execution of the Project.
- 2.12 The Promoters have also appointed 'B. S. Sukthankar and Associates' through Mr. B. S. Sukthankar as their Structural Consultant having address at #412, Vardhaman Market, Plot No 75, Sector 17, Vashi, Navi Mumbai- 400 705 for the preparation and drawing of the Structural Design.
- 2.13 The Promoters have accepted the Professional Supervision of the Architect and the Structural Consultant till the completion of the said Project.
- 3.** The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority having MahaRERA No. **P52000021424** and is available on the website <https://maharera.mahaonline.gov.in/> under Registered Projects. A copy of the Registration Certificate from MahaRERA is annexed hereto and marked as **Annexure 5**.
- 4. Description of the Said Flat and Payment Schedule**
- 4.1 The Promoters are desirous of selling flats in the said Project named as "**PANVEL PRIDE**". The Allottee/s has/have, after understanding the manner in which the development of the said plot shall be completed by the Promoters, agreed to purchase from the Promoters a Flat in the said Project for such consideration and upon such terms and conditions as appearing hereinafter.

- 4.2 And whereas the Allottees are being offered Flat No. ____ in Wing ____ (Referred to as the said flat in the said Building) in the Project “PANVEL PRIDE” admeasuring Carpet Area _____ Sq.Mtr, along with Enclosed Balcony Area ____ Sq.Mtr. and Terrace Area 0.00 Sq.Mtr (more particularly described in ‘Fourth Schedule’. marked in shaded area in the Floor Plan annexed here to and marked as Annexure 6.
- 4.3 The fixtures, fittings, and amenities to be provided by the Promoters in the said flat are annexed and marked as **Annexure 7**. That the Promoters are entitled to use different design, brand, shape, size, color and/ or material than that mentioned in the **Annexure 7** in the event the supply of promised material is withdrawn by the supplier or for any other reason. The Promoters undertake and assure that they will only use only good and standard quality material and close to the quality of material and of such specification as mentioned in the list of amenities.
- 4.4 Now, therefore, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the parties agree as follows:
- 4.4.1 The total consideration of the said Flat is mutually agreed at _____/-(Rupees _____ **Only**).
- 4.4.2 On or before the execution of this Agreement, the Allottee/s has paid to the Promoters a sum of Rs. _____/-(**Rupees _____ Only**) being Booking Advance of the said Flat agreed to be sold by the Promoters to the Allottee/s, the receipt whereof the Promoters do hereby admit and acknowledge.
- 4.4.3 The Balance amount payable is Rs. _____/- (**Rupees _____ Only**) shall be payable in the manner as described in the ‘Payment Schedule’ given further below,
- 4.5 The total consideration of the said flats mentioned above includes the basic cost of flat, preferential location charges, infrastructure development charges, society formation charges, legal charges and clubhouse registration charges.
- 4.6 However, the above consideration does not include the taxes such as Goods and Services Tax (GST), Stamp Duty, Registration charges and other statutory payments which are to be paid separately by Allottee/s. Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottee/s to the Promoters shall be increased/reduced based on such change / modification,
- 4.7 The advance maintenance charges to be payable are not included in the above consideration.

4.8 The Promoters shall periodically intimate to the Allottee/s, the amount payable as stated in the Payment Schedule and the Allottee/s shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoters shall provide to the Allottee/s the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective,

4.8.1 Reservation for Car Parking

4.9

4.9.1 At the request of allottee/s, Stilt Parking ____in ____ Wing in the Project has been reserved. In the project has been reserved. The Allottee/s will utilize the said car parking for his /her/their personal use. It is agreed by the Allottee/s that the Promoters will try to provide the said Stilt Parking in the same wing as the flat that the Allottee/s has/have reserved. However, due to proposal to provide flats in the ground floor and limited number of parking spaces, the Allottee/s may be provided parking in another wing. The Allottee/s hereby confirm that they have no objection to receiving parking in a wing different from the one they have reserved their flats in and also consent that other flat owners may receive parking in a wing other than the wing in which their flats are booked. The location of the car parking is annexed hereto and marked as annexure 6A.

4.10 That the computation of the price of the Flat includes recovery of price of land, construction of [not only the Flat but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, amenities as described etc. and includes cost for providing all other facilities as provided within the Project.

4.11 All payments shall be made by Allottee/s by drawing Cheque/ Demand Draft or through netbanking in the name of “Ashiana Lifestyle”.

4.12 Payment Schedule

Sr. No.	Particulars	Percentage
	At the time of booking.	10%
	At the time of Registration of Agreement	10%
	On completion of Plinth	25%
	On completion of 1 st Slab.	10%
	On completion of 2 nd slab.	5%
	On completion of 3 rd slab.	5%
	On completion of 5 th slab.	5%
	On completion of Brickwork	5%
	On Completion of Internal plaster	5%
	On Completion of External plaster	5%
	On Completion of Internal Work	5%
	On Completion of External Work	5%
	On Receiving Occupancy Certificate	5%
	<u>TOTAL</u>	100%

4.13 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 as provided in clause 4.11 herein above. ('Payment Schedule').

4.14 The Allottee/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s)/ modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoters with such permission, approvals which would enable the Promoters to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof

and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee/s understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Promoters accept no responsibility in this regard. The Allottee/s shall keep the Promoters fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any under the applicable laws. The Promoters shall not be responsible towards any third party making payment/remittances on behalf of any Allottee/s and such third party shall not have any right in the application/allotment of the said Flat applied for herein in any way and the Promoters shall be issuing the payment receipts in favour of the Allottee/s only.

- 4.15 The Allottee/s authorizes the Promoters to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoters may in their sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoters to adjust his payments in any manner.

5. Registration of the Said Flat

- 5.1 And whereas under Section 13 of the said Act, the Promoters are required to execute a written Agreement for Sale for the said Flat with the Allottee/s, and also to register the said Agreement under the Registration Act, 1908.
- 5.2 And whereas notwithstanding anything stated in any other document/ allotment letter/ any other letter given or communicated with the Allottee/s any time prior, this Agreement shall be considered as the document and its condition shall be read as the only conditions valid and basis for which the said flat is agreed to be sold to the Allottee/s.
- 5.3 The Promoters hereby declare that the FSI available as on date in respect of the said land is 15070 Sq. Mtrs (not including the FSI Consumed or to be consumed for EWS Flat Components). The Promoters have disclosed the FSI of 1 (One) as proposed to be consumed by them on the Project and the Allottee/s have agreed to purchase the said Flat based on the understanding that the declared unutilized FSI shall belong to Promoters only and shall be utilized by receiving amended building permissions from the concerned authorities in due time and the Allottee/s have no right over the said unutilized FSI.

6. Termination of the Agreement

- 6.1** If the Allottee/s delays the payment as per the Clause 4.11, interest will be charged as per SBI Lending rate plus 2% as per RERA Act.
- 6.2** If the payment are not paid by the Allottee/s as per the Payment Schedule then the 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.
- 6.3** 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 20% of payments as liquidated damages or any other amount which may be payable to Promoters) within a period of thirty days of the termination, the installments of sale consideration of the Flat which may till then have been paid by the Allottee/s to the Promoters.
- 6.4** If the Possession is delayed by the Promoters, interest will be paid to the Allottee/s on SBI Lending rate plus 2% as per RERA Act from the date of default in giving possession till the time the possession of the said Flat has been handed over to the Allottee/s.

7. Possession for the said Flat

- 7.1** The Promoters shall give possession of the Flat to the Allottee/s on or before 30/06/2024. If the Promoters fail or neglect to give possession of the Flat to the Allottee/s on account of reasons beyond their control and of their agents by the aforesaid date then the Promoters shall be liable on demand to refund to the Allottee/s the amounts already received by them in respect of the Flat with interest at the same rate as may mentioned in the clause 4.13.1 herein above from the date the Promoters received the sum till the date the amounts and interest thereon is repaid,
- 7.2** 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 war, civil commotion or act of god, or due to any notice, order, rule, pandemic, lockdown, notification of the Government and/ or other Public or competent authority or court (Force Majeure conditions) which may result in delay in completion of the said Project which is not under the control of the Promoters. The Allottee/s agrees and confirms that, in the event it becomes impossible for the Promoters to implement the project due to Force Majeure conditions, then this allotment

shall stand terminated and the Promoters shall refund to the Allottee/s the entire amount received by the Promoters from the allotment within 45 (Forty Five) days from that date. After refund of the money paid by the Allottee/s, Allottee/s agrees that he/ she shall not have any rights, claims etc. against the Promoters and that the Promoters shall be released and discharged from all their obligations and liabilities under this Agreement.

- 7.3** The Promoters, upon obtaining the Occupancy Certificate from the competent authority and the payment made by the Allottee/s as per the agreement shall offer in writing the possession of the Flat to the Allottee/s in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoters shall give possession of the Flat to the Allottee/s. The Promoters agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters. The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoters or association of allottees, as the case may be.
- 7.4** Upon receiving a written intimation from the Promoters, the Allottee/s shall take possession of the Flat from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the Flat to the Allottee/s. In case the Allottee/s fails to take possession within the time provided the Allottee/s shall continue to be liable to pay maintenance charges as applicable.
- 7.5** The Allottee/s of Flat shall use the Flat or any part thereof or permit the same to be used only for purpose of residence.
- 7.6** 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 or of the said Project Land and Building or any part thereof. The Allottee/s 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 Promoters until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.
- 7.7** The Allottee/s willing to construct Grills on the external face of their windows/ balconies shall take prior written permission from the Promoters and shall ensure that the uniformity in design of the Grill/s is maintained.
- 7.8** After obtaining the occupancy certificate and handing over physical possession of the Flat to the Allottee/s, it shall be the responsibility of the Promoters to hand over the necessary documents and plans, including common areas, to the association of the Allottee/s or the competent authority, as the case may be, as per the local laws.

8 Representation and Warranties of the Promoters to the Allottee/s

- 8.1** The Promoters have clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and have the requisite rights to carry out development upon the said Project Land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- 8.2** The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the said Project and shall obtain requisite approvals from time to time to complete the development of the project;
- 8.3** There are no encumbrances upon the said Project Land or the Project;
- 8.4** There are no litigations pending before any Court of law with respect to the Project Land or Project;
- 8.5** 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 have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, Building/Wing and common areas;
- 8.6** The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
- 8.7** The Promoters have not entered into any 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;
- 8.8** The Promoters confirms that the Promoters are not restricted in any manner whatsoever from selling the said Flat to the Allottee/s in the manner contemplated in this Agreement;
- 8.9** The Promoters agree to pay all outgoings before transferring the physical possession of the Flat to the Allottee/s, which it has collected from the Allottee/s, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the said Project). If the Promoters fail to pay all or any of the outgoings collected by them from the Allottee/s or any liability, mortgage loan and interest thereon before transferring the Flat to the Allottee/s, the Promoters agree to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are

payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

- 8.10** The carpet area of the said Flat which is proposed to be constructed in the said building is approximate Carpet Area _____ Sq.Mtr, along with Enclosed Balcony Area _____ Sq.Mtr. and Terrace Area **0.00** Sq.Mtr. However, the actual carpet area of the said Flat may vary up to 3% due to design and construction exigencies and therefore, the Promoters shall confirm the final carpet area of the said Flat that has been allotted to the Allottee/s after the construction of the said Building is completed and the occupancy certificate is granted by the competent authority, by furnishing the details of the changes, if any, in the carpet area, subject to a variation cap of 3% (Three Percent). In the event of there being a difference of more than 3% between the actual carpet area as mentioned herein at the time of offering the possession of the said Flat, then the consideration shall be either proportionally reduced or increased accordingly (without interest thereon). However, it is expressly clarified that no adjustment will be made to the Total Consideration if the difference between the actual carpet area of the said Flat and the carpet area mentioned herein is less than or equal to 3%. In all situations, the adjustments of the consideration shall be made before handing over possession of the said Flat.
- 8.11** That the Allottee/s has/ have been made aware and the Allottee/s agree/s that the regular wear and tear of the Flat/ Building includes minor hairline cracks on the external and interior walls, excluding the R. C. C. Structure which occurs due to the variation of temperature of more than 20 Degree Celsius and which does not amount to structural damage or poor workmanship. It is expressly agreed that before any liability or defect is claimed by the Allottee/s in such case, it shall be necessary to appoint an external auditor who shall be acceptable to both the Allottee/s and the Promoters and he/ she shall submit a report to state the defects in the material/s used or workmanship executed.
- 8.12** The Promoter will not be liable for any delay caused by ‘Maharashtra Electricity Distribution Co. Ltd.’ defaulting / delaying the supply of electricity or due to the Local authority concerned delaying the supply of permanent ‘water connection’ or such other service connections necessary for occupying the said unit. The Allottee hereby indemnifies the Promoter from any claims made for delay on the above count.
- 8.13** 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;
- 8.14** After the Promoters execute this Agreement they shall not mortgage or create a charge on the said 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

- 8.15** The Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- 8.16** 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) have been received or served upon the Promoters in respect of the Project Land and/or the Project except those disclosed in the title report.

9 Representation and Warranties of the Allottee/s to the Promoters

- 9.1** To maintain the Building at the Allottee/s own cost in good and tenantable repair and condition from the date that possession of the said Flat is taken and shall not do or suffer to be done anything in or to the building 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.
- 9.2** Not to store in the Building 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 Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.
- 9.3** 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 Promoters to the Allottee/s 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 Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- 9.4** No illegal construction in Flower bed and terrace and 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 color 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 Promoters and/or the Society or the Limited Company, as the case maybe.

- 9.5** 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 is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- 9.6** 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.
- 9.7** 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 Allottee/s for any purposes other than for purpose for which it is sold.
- 9.8** The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Allottee/s to the Promoters under this Agreement are fully paid up.
- 9.9** The Allottee/s shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the 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 Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Flat 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.
- 9.10** Till a conveyance of the structure of the building in which Flat is situated is executed in favor of Society/Limited Society, the Allottee/s shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- 9.11** Following shall be deemed to be a default on the part of the Allottee/s
- 9.11.1** Default in making payment of sums due as mentioned in this Agreement,
- 9.11.2** Creating nuisance on the Project Site resulting in damage/ danger to the said Project which may or may not lead to threat of life and/ or property,

- 9.11.3 Delay in accepting the possession of the said Flat beyond the stipulated period of intimation to take possession by Promoter,
- 9.11.4 Refusal/ delay in taking membership of Society formed for the above Project,
- 9.11.5 Breach of any terms and conditions as mentioned in this Agreement, The Allottee/s will not be in default if he corrects/ remedies such breach within 15 (Fifteen) days of the notice by the Promoter.
- 9.12 The Allottee/s shall not interfere with the use of amenities provided in the Project ‘Panvel Pride’ by other Allottee/s in the Project **“Panvel Pride”**.

10 Understanding Between the Parties

- 10.1 The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein,
- 10.2 The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- 10.3 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;
- 10.4 The Allottee/s shall be permitted/ allowed to commence any sort of interior works in the said Flat only upon receiving Occupancy Certificate for the said Building of the Project and possession letter from the Promoters and after clearing all the payments as agreed upon. The Allottee/s shall give in writing, the details and the nature of work to be carried out before commencing with the interior works. The Allottee/s shall ensure that the work executed shall not be harmful to the said Flat or any adjoining Flat, or the Structural Integrity of the said Building and shall not harm the elevation of the said Building. In such case, the Promoters have the right to stop such interior work and the Allottee/s must stop such work without raising any dispute. The behavior of the contractors and workers employed by the Allottee/s shall be the responsibility of the Allottee/s and if any contractor or workman misbehaves or is under inebriated state, then the said contractor/ workman will be removed forthwith and will not be allowed to re enter the said Project.

11 Grey Water Recycling

- 11.1 While Granting the Development Permissions for the said Project, the Planning Authority have asked the Promoters to provide a Grey Water Recycling System to treat the Waste Water except that from Water Closets,

- 11.2 Accordingly, the Promoters have proposed a Grey Water Recycling System in confirmation with ISO:14000 for the installation of the Grey Water Recycling System,
- 11.3 This Treated Grey Water shall be used for the purposes of Flushing, Gardening and Washing Cars, and in no way shall be made use for drinking, washing clothes or utensils or bathing purposes. The Plumbing connections have been made as per the requirements of the Grey Water Recycling System,
- 11.4 The Allottee/s or the Association of the Allottees shall make sure that after the formation of the Society / Association of the Allottees, they shall continue the maintenance and operation of the Grey Water Recycling System,
- 11.5 The Recycled Water shall be tested every 6 (six) months in MPCB Approved Laboratories and results shall be made available to SPA- NAINA. Any recommendation from testing laboratory for any form of corrective measures to be adopted shall also be complied. Compliance of the testing laboratory shall be communicated to SPA – NAINA and failure to do so shall be treated as punishable offence under the Environment Protection Act, 1986.

12 Unsold Units in the Said Project

- 12.1 The Promoters shall be inducted as a member of said confederation for unsold units upon conveyance of project land to confederation,
- 12.2 The Promoters shall be entitled to sell the unsold units in said Project without any separate permission or consent of confederation and the members of confederation. The prospective Allottee/s of such unsold units shall be inducted by the confederation as members and no objection shall be raised either by existing members or the confederation,
- 12.3 Allottee/Society or confederation shall not be entitled to demand any transfer charge for the transfer of unsold unit by the Promoters to prospective Allottee/s, and shall immediately issue the necessary permission/NOC's as and when required.
- 12.4 The Promoters shall also be entitled to car parking reserved for the unsold units and the confederation or Allottee shall not stake claim on such parking.
- 12.5 The Promoters shall be entitled to mortgage the unsold units of the said project with the financial institutions without any separate NOC from confederation or the members of confederation.
- 12.6 The Promoters are entitled to all the rights of being a member of confederation i.e. right to attend meeting, right to vote in the meeting etc.

13 Formation of the Society and Deed of Conveyance

- 13.1 The Promoters may form a single/ separate Co- Operative Society/ Societies for all the buildings constructed in “Panvel Pride”. A federation of Societies under “Panvel Pride” shall be formed in which each of the society must become the member. The Promoters shall

apply for the formation and Registration of the Society (the “**said society**”) within the time limits prescribed by MahaRERA. The Allottee/s shall for this purpose sign and execute the application for registration and/ or membership and other papers and documents necessary for the formation and registration of the said society for becoming the member of the society, including the bye-laws of the Said Society. The Promoter shall also convey the said land together with proportionate indivisible share in the Common Areas to the federation within 12 (Twelve) Months of the last building receiving the Occupancy Certificate. However, in case the Allottee/s fails to complete the payment so demanded within the period mentioned in the demand letter, the Allottee/s authorizes the Promoters to withhold registration of the conveyance deed in his/her favor till full and final settlement of all dues, and stamp duty and registration charges to the Promoters is made by the Allottee/s. The Allottee/s shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority.

13.2 The said Larger Land specified in First Schedule Part 2 along with common amenities specified in Third Schedule shall be conveyed to the federation upon completion of **Panvel Pride**. However, the Allottee/s may enjoy the common amenities as and when they are ready, without any restriction on usage of any amenity by any Allottee/s residing in any part of the project.

13.3 After the registration of the Society the Society, have to mandatorily audit the structure of the building within the period of every five years.

14 Defect Liability

14.1 If any Structural defects of Workmanship quality or provision of service is discovered within five years of receiving the Occupancy Certificate of the said Building, then wherever possible, such defects shall be rectified by the Promoters at their own costs 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 defects in the manner as provided under the Act. This Warranty is applicable only in after receiving the possession of the said Flat, the Allottee/s maintains the Flat in the same condition as it was handed over to him by the Promoters. In case he makes any changes such as shifting the walls, doors, windows, bedrooms, kitchen, bathrooms, enclosing balconies or terraces, extending rooms, changing of plumbing systems, electrical wiring, sanitary fittings such as Water closets, drilling, hammering or doing any work which may affect and/ or damage the columns, beams, slabs, pardis or any other structure which may damage the stability of the structure; then the aforesaid Warranty given by the Promoters shall not be applicable.

15 Right of Allottee/s to use common Areas and Facilities

15.1 Promoters shall endeavor to provide and develop the common amenities in the proposed Project “Panvel Pride” during the execution of the said Project which shall be commonly

used and enjoyed by all the Allottee/s. The Promoters shall provide Garden, Clubhouse, Ampiseating, Gymnasium, Kids Play Area and Temple. It is agreed that the specific amenities to be provided as described envisaged by the Promoters may be changed, altered or modified under the guidelines of any laws, byelaws, amendments, orders, notifications that maybe implemented from time to time by any local authority, Government or any other concerned authority. The Promoters shall not be required to take prior consent or to give any notice from the Allottee/s for such changes, alterations or modifications for the same. The Promoters shall, however, ensure the changes or alterations does not lead to major reduction in the amenities as mentioned during the transactional period between the Allottee/s and the Promoters.

15.2 However, the right of the Allottee/s to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoters shall convey undivided proportionate title in the common areas to the association of Allottee/s as provided in the Act;

15.3 The Allottee/s hereby agrees to purchase the said Flat on the specific understanding that it is his/ her/ their right to use the Common Areas and Facilities subject to timely payment of maintenance charges, as determined by the Promoters and afterwards by the Society/ Association of Allottees.

15.4 Further, it is expressly agreed by the Allottee/s herein in their individual capacity as Allottee/s of the said flat and in their respective capacity as members of the Society/ Federation that they recognise and accept all buildings of ‘PANVEL PRIDE’ and their respective flat owners as part of the same project/ Federation, with equal right to all the common amenities across the project, irrespective of the location of the amenity/ facility within the project premises

16 Binding Effect

16.1 Forwarding this Agreement to the Flat by the Promoters does not create a binding obligation on the part of the Promoter 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.

17 Entire Agreement

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

18 Right to Amend

18.1 This Agreement may only be amended through written consent of both the Allottee/s and the Promoters.

19 Provisions of this Agreement applicable to the Allottee/s and subsequent Allottee/s

19.1 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,

20 Waiver not a Limitation to Enforce

20.1 The Promoters may, at their sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee/s in not making payments as per the Payment Schedule including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee/s that exercise of discretion by the Promoters in the case of one Allottee/s shall not be construed to be a precedent and /or binding on the Promoters to exercise such discretion in the case of other Allottee/s.

20.2 Failure on the part of the Promoters to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

21 Severability

21.1 If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under 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.

22 FurtherAssurances

22.1 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.

23 Execution of Agreement

23.1 The execution of this Agreement shall be complete only upon its execution by the Promoters and/or through its power of attorney holder and/or authorized signatory at the Promoters Office. The Allottee/s and/or Promoters shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter and/or signature authority will attend such office and admit execution thereof.

24 Notices

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

Promoters

M/s Ashiana Lifestyle
02, First Floor, Mahavir Shopping Center,
Opposite Nerul Bus Depot, Nerul East,
Navi Mumbai 400 706,
Notified Email ID – info@ashianagroup.net

Allottee/s

Mr. _____

Mrs. _____

Add: _____

Notified Email ID – _____

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

25 Joint Allottes

25.1 That in case there are Joint Allottes all communications shall be sent by the Promoters 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 Allottees.

26 Dispute Resolution

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

27 Governing Law

27.1 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 concerned courts will have the jurisdiction for this Agreement.

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First Schedule – PART 1

The Said Project Land

All those pieces or parcels of land situated, lying and being at Gut No 75/1A., Village Kevale, Taluka Panvel, District Raigad within the jurisdiction of Sub – Registrar Assurances at Panvel and within the limits of Raigad Zilla Parishad Panchayat Samittee and Gram Panchayat Kevale, admeasuring about 15,070 Sq. Mtr or thereabouts.

And bounded as under

North	:	Survey No 3
East	:	Survey No 71 and Survey No 72
West	:	Harigram Village Road and Survey No 74
South	:	Survey No 75/4 (Ram Krishna Academy School)

First Schedule – PART 2

The Said Larger Land

All those pieces or parcels of larger land situated, lying and being at village Kevale, Taluka Panvel, District Raigad, admeasuring about 16402 Sq. Mtr or thereabouts bearing survey number as listed below:

1.	Survey No 75/1/A.	15070 Sq. Mtr
2.	Survey No 74/2/A/2/B/2	844 Sq. Mtr
3.	Survey No 74/2/A/2/B/3	430 Sq. Mtr

And bounded as under

North	:	Survey No 3
East	:	Survey No 71 and Survey No 72
West	:	Harigram Village Road and 9m NA Road
South	:	Survey No 75/4 (Ram Krishna Academy School)

Second Schedule

The Said Project

8 (Eight) Residential Buildings consisting of 7 (Seven) Sale Buildings of Stilt/ Ground + 4 (Four) named wings B, C, D, E, H, I and J and 1 (One) Building Part EWS (Economically Weaker Section) of Ground + 3 (Three) and Part Sale Building of Ground + 1 (One) named wing F. The Promoter proposes to construct 2 (Two) additional buildings named wings A and G by utilizing the balance unused FSI in subsequent amended building permissions.

DR

Third Schedule

Amenities Provided in the Said Project

- 1. Senior Citizen Group Seating,
- 2. Gymnasium,
- 3. Gazebo
- 4. CCTV Surveillance Cameras,
- 5. 24/ 7 Security Personnel
- 6. Kids Play Area,
- 7. Indoor Play Area
- 8. Grey Water Treatment and Recycling Plant
- 9. Yoga and meditation area

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Fourth Schedule
The Said Flat

Flat No. ____ in __ Wing on first Floor, admeasuring Carpet Area _____ Sq. Mtr, enclosed Balcony Area _____ Sq. Mtr, Terrace Area **0.00** Sq. Mtr, along with 1 (One) parking space in the stilt area, numbered ____ in _____ Wing in the Project “**Panvel Pride**” to be constructed in the Project Land described in the First Schedule at Village Kevale, Taluka Panvel, District Raigad.

In witness whereof parties herein above named have set their respective hands and signed this Agreement for sale in the presence of attesting witness, signing as such on the day first above written.

Signed, Sealed and Delivered
The Within Named "Promoters"
M/s Ashiana Lifestyle
through its Partner
Mr. Jigar K Mehta

Signed, Sealed and Delivered
The Within Named "Allottee/s"

1) **Mr.** _____

2) **Mrs.** _____

In the presence of

1)

2)

_____	_____
Promoter	Allottee/s

RECEIPT

Received a sum of **Rs.** _____/- (**Rupees** _____ **Only**)
from **Mr.** _____ **& Mrs.** _____ being the advance and
part payment against the Sale price in respect of Flat No. ____ on ____ floor of wing “____”
admeasuring _____Sq. Mtrs, Carpet area and covered Balcony area admeasuring
about _____Sq. Mtrs, and Terrace area admeasuring about **0.00**Sq Mtrs. in the Project Known as
“**Panvel Pride**” located upon Gut No 75/1A, Village Kevale, Taluka- Panvel, District- Raigad.

We Say Received,

M/s Ashiana Lifestyle
through its Partner

DR

List of Annexures

- | | | |
|----------------|---|---|
| 1. Annexure 1 | - | 7/12 extract of the Said Project Land |
| 2. Annexure 2 | - | The entire layout plan showing Future Development |
| 3. Annexure 3 | - | Commencement Certificate |
| 4. Annexure 4 | - | Title Certificate from Advocate |
| 5. Annexure 5 | - | MahaRERA Registration Certificate |
| 6. Annexure 6 | - | Floor Layout Plan of the Said Flat |
| 7. Annexure 6A | - | Parking Layout Plan. |
| 8. Annexure 7 | - | Internal Flat Amenities / Specifications |

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Annexure 7

Internal Flat Amenities / Specifications

1. Flooring

1. 800*800 Vitrified Tiles (Kajaria, RAK, Varmora or Equivalent Make).

2. Kitchen

- 2.1. Granite Kitchen Platform with Stainless Steel
- 2.2. Decorative Ceramic Tiles up to Door Level

3. Doors

- 3.1. Decorative Laminated Main Doors
- 3.2. Moulded Bedroom Doors

4. Windows

- 4.1. Powder Coated Aluminium Sliding Windows with Marble Sill
- 4.2. Louvered Windows in Bathroom and W. C.

5. Bathroom and W. C.

- 5.1. Decorative Ceramic Tiles upto Door Level
- 5.2. Concealed Plumbing Fixtures of Premium Quality including provision of Diverters (Kerovit or Jaquar or Equivalent)
- 5.3. Wall mount W. C.

6. Paints

- 6.1. 100% Acrylic paint for exterior
- 6.2. Acrylic emulsion for internal paint

7. Electrification

- 7.1. Concealed copper wiring

8. Others

- 8.1. Decorative Entrance Lobby
- 8.2. Lift of Reputed Company

Promoter

Allottee/s