

Flat Number : _____

Wing : _____

Carpet Area : _____ Sq. Mtr

Enclosed Balcony Area : _____ Sq. Mtr

Terrace Area : _____ 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 2019.

BETWEEN

M/s. Ashiana Lifestyle (PAN No. ABMFA6025E), a Partnership firm duly registered under the provisions of the Indian Partnership Act, 1932 through its Partners (1) Mr. Jigar K. Mehta, (2) Mr. Anandkumar S. Podar, (3) Mrs. Anita M. Kachhara, (4) Mr. Samarth J. Mehta and (5) Mr. Shreyas A. Podar having office address at Mahavir Shopping Center, 02, 1st Floor, Sector No.11, Near Bus Depot, Nerul (E), Navi Mumbai, 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

Shri / Smt _____ having (PAN _____), an adult Indian inhabitant and Shri / Smt _____ having (PAN _____), an 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

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, alongwith Area admeasuring 85 Square Meters, having Survey No.73 (85 sq.mtrs from total land of 0-15-00 H.R.P.) within Village Kevale, Taluka Panvel, District Raigad. (hereinafter referred to as the **“said Project Land”**)
- 1.2 The Promoters have purchased the above mentioned Project Land at Village Kevale from their Original Owners through number registered documents details of which are follows:
 - 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.) Purchased by Mr. Jigar K. Mehta vide Sathekhat dt. 10.02.2017, being executed between Mr. Bhau Kondaji Mali as seller, Mr. Jigar K. Mehta as Purchaser and Mrs. Maibai Vasant Choudhary, Mrs. Mahadibai Rama Bhoir, Mrs. Raghubai Bhagwan Mhatre, Mrs. Sundarabai Ambo Patil, Mrs. Manda Dilip Gatadi as confirming party, vide Registered Document No. PVL5-996-2017 having Receipt No. 1072, and vide Registered Kharedikhat dated 05/05/2017 having Registered Document No. PVL5-3760-2017 having Receipt No. 4017, for the lawful consideration as agreed thereof, and accordingly the 7/12 Extract was successfully recorded infavor of Mr. Jigar Mehta vide mutation entry no. 1435.
 - ii. The Land bearing Gut No.75/1 area 0-25-00 H. R. P (Remaining land Out of the total gross area of 0-50-00 H. R. P.) was purchased by Mr. Anandkumar S. Podar vide Sathekhat dated 10/02/2017, executed between Mr. Bhau Kondaji Mali as seller, Mr. Jigar K. Mehta as Purchaser and Mrs. Maibai Vasant Choudhary, Mrs. Mahadibai Rama Bhoir, Mrs. Raghubai Bhagwan Mhatre, Mrs. Sundarabai Ambo Patil, Mrs. Manda Dilip Gatadi as confirming party, through Registered document No. PVL5-998-2017 having Receipt No. 1074, and vide Registered Kharedikhat dated 05/05/2017 having its Registered Document No. PVL5-3761-2017,

having Receipt No. 4018, for the lawful consideration as agreed thereof, and accordingly the 7/12 Extract was successfully recorded infavor of Mr. Anandkumar S. Poddar vide mutation entry no. 1436.

- iii. 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 Registered Kharedikhat dated 22/08/2017 executed between Mr. Balaram Padu Mali, Mr. Yogesh Joma Mali, Smt. Ranjana Ananta Gharat, Mr. Pradeep Ananta Gharat, Mr. Pratap Ananta Gharat, Mrs. Sunita Gomesh Patil, Mrs. Amruta Rajesh Fulore, as Sellers and Mr. Jigar K. Mehta and Mrs. Anita M. Kachhara as purchasers therein, vide Registered Document No. PVL3-5383-2017 having Receipt No. 6891, for the lawful consideration as agreed thereof, and accordingly the 7/12 Extract was successfully recorded infavor of Mr. Jigar K. Mehta and Mrs. Anita M. Kachhara vide mutation entry no. 1451.
- iv. Land bearing Gut No. 75/2 admeasuring 0-30-90 H. R. P (remaining land 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 Registered Kharedikhat dated 22/08/2017 executed between Mr. Balaram Padu Mali, Mr. Yogesh Joma Mali, Smt. Ranjana Ananta Gharat, Mr. Pradeep Ananta Gharat, Mr. Pratap Ananta Gharat, Mrs. Sunita Gomesh Patil, Mrs. Amruta Rajesh Fulore, as Sellers and Mr. Anandkumar S. Podar and Mr. Samarth J. Mehta as purchasers, vide Registered Document No. PVL2-9794-2017 and Receipt No. 11747 for the lawful consideration as agreed thereof, and accordingly the 7/12 Extract was successfully recorded infavor of (1) Mr. Anandkumar S. Podar, and (2) Mr. Samarth J. Mehta vide mutation no. 1452.
- v. Land bearing Gut No. 75/3 admeasuring 0-21-80 H. R. P (Remaining Area Out of total gross area 0-43-60 H. R. P.) was purchased by Mrs. Anita M. Kachhara vide Registered Sathekhat dated 10/02/2017 executed between executed between Mr. Bhau Kondaji Mali as seller, Mrs. Anita M. Kachhara as Purchaser and Mrs. Maibai Vasant Choudhary, Mrs. Mahadibai Rama Bhoir,

Mrs. Raghubai Bhagwan Mhatre, Mrs. Sundarabai Ambo Patil, Mrs. Manda Dilip Gatadi as confirming party, vide Registered document No. PVL5-993-2017 having Receipt No. 1069, and vide Registered Kharedikhat dated 05/05/2017 having Registered Document No. PVL5-3762-2017 and Receipt No. 4019 for the lawful consideration as agreed thereof, and accordingly the 7/12 Extract was successfully recorded infavor of Mrs. Anita M. Kachhara vide mutation entry no. 1437.

- vi. Land bearing Gut No. 75/3 admeasuring 0-21-80 H. R. P. (Remaining Area Out of the total gross area of 0-43-60 H. R. P.) was purchased by Mr. Samarth J. Mehta vide Registered Sathekahat dated 10/02/2017 executed between executed between Mr. Bhau Kondaji Mali as seller, Mr. Samarth J. Mehta as Purchaser and Mrs. Maibai Vasant Choudhary, Mrs. Mahadibai Rama Bhoir, Mrs. Raghubai Bhagwan Mhatre, Mrs. Sundarabai Ambo Patil, Mrs. Manda Dilip Gatadi as confirming party, vide Registered document No. PVL2-1345-2017 having Receipt No. 1726, and vide Registered Kharedikhat dated 05/05/2017 having Registered Document No. PVL5-3758-2017 and Receipt No. 4015, for the lawful consideration as agreed thereof, and accordingly the 7/12 Extract was successfully recorded infavor of Mrs. Anita M. Kachhara vide mutation entry no. 1443.
- vii. Land bearing Survey No. 73 admeasuring 85 sq.mtrs.(Area of 0.00.85 H.R.P out of total survey land of 0.15.00 H.R.P.) purchased vide Kharedikhat dt. 04.02.2017 executed between Mr. Sharad Hiraji Patil, Mr. Nitesh Hiraji Patil, Mr. Sainath Hiraji Patil, as Sellers and Mr. Anandkumar S. Poddar, Mr. Samarth Jigar Mehta, Mrs. Anita M. Kachhara and Mr. Jigar K. Mehta as Purchasers therein, vide Registered document No. PVL5-887-2017 having Receipt No. 953 dt. 04.02.2017.

1.3 AND WHEREAS vide mutation entry No. 1463, the 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 being recorded in view of 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 the 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 15,070 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 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, a Partnership Firm registered under the Partnership Act, comprises its partners (1) Shri Jigar K. Mehta, (2) Shri Anandkumar S. Podar, (3) Smt Anita Mahendra Kachhara, (4) Shri Samarth J. Mehta and (5) Shri Shreyas Anandkumar Podar, and have been authorized to deal and develop the said plots of lands.
- 1.8 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 Gaothan 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 and has been annexed hereto and marked as **Annexure 2**.
- 2.3 And whereas the authenticated copies of the plans of Layout as approved by the concerned authority have been annexed hereto and marked as **Annexure 3**.
- 2.4 And whereas the Promoters have proposed to construct the said Project comprising of 10 (Ten) Buildings having 9 (Nine) Sale Buildings of Stilt + 3 (Three) and 1 (One) EWS (Economically Weaker Section) Building of Stilt + 3 (Three) for residential purposes. The project in full 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 after receiving the necessary permissions for the above Project.
- 2.6 And whereas the Promoters have informed the Allottee/s verbally 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. It is, however, agreed that the Promoters shall obtain prior consent from the Allottee/s in respect of any variation or modification in the Flat layout plan which may adversely affect the unit agreed to be purchased by the Allottee/s.
- 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 Title Certificate has been issued for the above said project by advocate Mr. 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. _____ 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 And whereas the Allottee/s is/ 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 ____ Sq. Mtr (more particularly described in Second Schedule and marked in shaded area in the Floor Plan annexed here to and marked as **Annexure 6**).
- 4.2 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:
- 4.2.1 The total consideration of the said Flat is mutually agreed at Rs. _____
(Rupees _____ only),
- 4.2.2 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,
- 4.2.3 The Balance amount payable is Rs. _____/-
(Rupees _____ Only) shall be payable in the manner as described in the ‘Payment Schedule’ given further below,
- 4.3 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,
- 4.4 The advance maintenance charges to be payable are not included in the above consideration.
- 4.5 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,

- 4.6 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.
- 4.7 All payments shall be made by Allottee/s by drawing Cheque/ Demand Draft or through netbanking in the name of “Ashiana Lifestyle”.
- 4.8 Reservation for Car Parking
 - 4.8.1 At the Request of Allottee/s, Stilt Parking in the Project has been reserved. The Allottee/s will utilize the said car parking for his/ her/ their personal use. The location and other details such as car parking number shall be intimated at the time of handing over the possession of the said flat.
 - 4.8.2 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 lack of parking spaces, the Allottee/s may be provided parking in adjoining wing/s. The Allottee/s hereby confirm that they have no objection of receiving parking in Wing/s different from the one they have reserved their flats in and also consent that Other Flat owners may receive parking in wing/s other than the wing/s in which their flats are booked.

4.9 Payment Schedule

Sr. No.	Particulars	Percentage
1.	At the time of booking.	10%
2.	On completion of Plinth	20%
3.	On completion of 1 st Slab.	10%
4.	On completion of 2 nd slab.	10%
5.	On completion of 3 rd slab.	10%
6.	On completion of 4 th slab.	10%
7.	On completion of Brickwork	5%
8.	On Completion of Internal plaster	5%
9.	On Completion of External plaster	5%
10.	On Completion of Internal Work	5%
11.	On Completion of External Work	5%
12.	On Receiving Occupancy Certificate	5%
	<u>TOTAL</u>	100%

4.10 Time is essence for payment both 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’).

4.11 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.

- 4.12 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 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 30/06/2023. If the Promoters fail or neglect to give possession of the Flat to the Allottee/s on account of reasons beyond their control and/or 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 4.3.1 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, 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 (Fourty 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 release and discharge 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 Pramoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on his part. 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 as homogenous decided by designer of Promoter.
- 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; 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 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.

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 The common area of passage, staircase, open spaces and building terrace shall not be used by allottees for storage of any personal scraps, goods, materials, or any other belongings, shoes stands/racks, garbage bin.
- 9.8 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.
- 9.9 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.

- 9.10 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.
- 9.11 The Allottee/s shall take prior written permissions from Promoter for letting the flats on rental and license basis, until the formation of the society.
- 9.12 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.
- 9.13 Following shall be deemed to be a default on the part of the Allottee/s
- 9.13.1 Default in making payment of sums due as mentioned in this Agreement,
 - 9.13.2 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,
 - 9.13.3 Delay in accepting the possession of the said Flat beyond the stipulated period of intimation to take possession by Promoter,
 - 9.13.4 Refusal/ delay in taking membership of Society formed for the above Project,

- 9.13.5 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.
- 9.14 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

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 the Project “Panvel Pride”. 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 confederation 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 Allottee/s along with other Allottee/s 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 Promoters 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 byelaws of the proposed Society and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the Allottee/s, so as to enable the Promoters to register the common organization 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.

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

- 14.1 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, , GYMNASIUM, AND KIDS PLAY AREA 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 to 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.
- 14.2 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;
- 14.3 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 Waiver not a Limitation to Enforce

- 15.1 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.
- 15.2 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.

16 Binding on Promoter

The Promoter shall bind to sale not sale more then one flat to the same puncher. By mistake if the promoter shall sale more than one flat to the same purchaser then the promoter shall refund the booking amount which is collected by promoter, Stamp Duty and registration fees etc and shall cancel the Agreement for Sale executed between them.

17. Execution of Agreement

- 17.1 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.

18 **Notices**

18.1 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

.....
.....
.....
.....
Notified Email ID --.....

18.2 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.

19 **Joint Allottes**

19.1 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.

20 Dispute Resolution

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

21 Governing Law

21.1 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 RERA and laws of India for the time being in force and the concerned courts will have the jurisdiction for this Agreement.

FIRST SCHEDULE
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	:	_____
East	:	_____
West	:	_____
South	:	_____

SECOND SCHEDULE

The Said Project

10 (Ten) Residential Buildings consisting of 9 (Nine) Sale Buildings Stilt + 3 (Three) Floors utilizing Built up Area of 9687.59 Sq. Mtr and 1 (One) EWS Building of Stilt + 3 (Three) Floors utilizing Built Up Area of 2056.16 Sq. Mtr, thereby in aggregate utilizing 11743.75 Sq. Mtr of the said Project. The Promoters proposes to construct additional floors and utilize residential flats in the ground floor of the 10 (Ten) Residential and other unutilized open spaces by utilizing balance FSI Area of 2843.25 Sq. Mtr, thereby taking the buildings to Ground + 4 (Four) Storey in subsequent building permissions.

THIRD SCHEDULE

The Said Flat

Flat No. _____, in Wing _____ on _____ Floor, admeasuring Carpet Area _____ Sq. Mtr, enclosed Balcony Area _____, Terrace Area _____ Sq. Mtr 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 hereinabove 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. _____

Signed, Sealed and Delivered

The Within Named "Allottee/s"

1.) Mr. _____

2.) _____

In the presence of

1)

2)

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 _____ Carpet area and covered Balcony area admeasuring about _____ Sq. Mtrs, and Terrace area admeasuring about _____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

Common Amenities Provided in the Said Project

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

Internal Flat Amenities / Specifications

1. Flooring
 - 1.1.1 Vitrified Tiles (Kajaria, RAK, Varmora or Equivalent Make).
- 2 Kitchen
 - 2.1.1 Granite Kitchen Platform with Stainless Steel
 - 2.1.2 Decorative Ceramic Tiles up to Door Level
- 3 Doors
 - 3.1.1 Decorative Laminated Main Doors
 - 3.1.2 Moulded Bedroom Doors
- 4 Windows
 - 4.1.1 Powder Coated Aluminium Sliding Windows with Marble Sill
 - 4.1.2 Louvered Windows in Bathroom and W. C.
- 5 Bathroom and W. C.
 - 5.1.1 Decorative Ceramic Tiles upto Door Level
 - 5.1.2 Concealed Plumbing Fixtures of Premium Quality including provision of Diverters (Kerovit or Jaquar or Equivalent)
- 6 Paints
 - 6.1 Internal Distemper Paint
 - 6.2 External Sami Acrylic Paint
- 7 Electrification
 - 7.1 Branded Cooper wiring, modular Switches with Telephone T.V Point
- 8 Others
 - 8.1.1 Decorative Entrance Lobby
 - 8.2 Lift of Reputed Company