

AGREEMENT FOR SALE

FLAT NO____ ,____ FLOOR,
BLDG. KNOWN AS "KRISHNA VRUNDAVAN"
PLOT NO.17G, SECTOR NO.25A, PUSHPAK VAHAL,
TALUKA-PANVEL, DISTRICT RAIGAD.

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BUILDING CONSISTS : GROUND + 7 Floors

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RERA CARPET AREA IN SQ.MTRS. : _____sq.mtrs

NATURAL TERRACE AREA IN SQ.MTRS: 0 sq.mtrs

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SALE PRICE : Rs _____/-

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STAMP DUTY : RS. _____/-

REGISTRATION FEE : RS _____/-

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THIS AGREEMENT is made and entered into at Navi Mumbai, on this
_____day of _____2023.

BETWEEN

M/S.VASUNDHARA GROUP (PAN NO.AAUFV5743R) a registered partnership firm under the provision of the Indian Partnership Act 1932, through its partners **1)MR.MITESH BHANJI BERA** (PAN NO.CRBPB6672D) **AND 2)MR.SUHIT SHANKAR BHANUSHALI**, (PAN NO.AHSPB4620J) having address at F-1/C-5, Aditi Apartment, 3rd Floor, Sector No.9, Vashi, 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 the partners or partner for the time being of the said Firm, the survivors or survivor of them and their respective heirs, executors, administrators of the last such surviving partner and their or his assigns and heirs, executors and administrators and assigns) of the **FIRST PART**.

AND

1)_____ Age 42 years having **PAN NO.**_____ **AND 2**
_____ having her address at:-
_____ **maharashtra**. hereinafter referred to as **“THE PURCHASER(S)”** (Which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their heirs, successors executors, administrators and assigns) of the **SECOND PART**.

AND

1)MR.JAYESH KRISHNA MHATRE (PAN NO.AZWPM6289J) **2)MR. KRISHNA VITTHAL MHATRE** (PAN NO.BOXPM6539N) **AND 3)MR. MEGHANATH KRISHNA MHATRE**(PAN NO.AWLPM4137F) all adults of Indian Inhabitants, having his address at Ulwe, Post Ulwe, Taluka Panvel and District Raigad, hereinafter referred to as **“THE CONFIRMING PARTY”** (Which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their heirs, successors executors, administrators and assigns) of the **THIRD PART**.

DESCRIPTION OF PROPERTY

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<u>FLAT / SHOP NO.</u>	<u>FLOOR</u>	<u>PLOT NO.</u>	<u>SECTOR</u>
	17G	25A	

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BUILDING : " **KRISHNA VRUNDAVAN** "

NODE :. PUSHPAK VAHAL, NAVI MUMBAI
TALUKA–PANVEL, DISTRICT RAIGAD.

RESETTLEMENT/ REHABILITATION SCHEME

RERA CARPET AREA IN SQ.MTRS. : _____ **sq.mtrs**

NATURAL TERRACE AREA IN SQ.MTRS : 0 **sq.mtrs**

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BUILDING CONSISTS: GROUND + 7 Floors

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SALE PRICE: Rs._____/- (Rupees Thirty Four Lakhs Only)

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hereinafter referred to as 'THE SAID FLAT / SHOP'

In this Agreement, unless the context otherwise implies the expression defined hereunder shall have the respective meanings assigned to them in the lease agreement, lease deed, Rules and Regulations of CIDCO, Navi Mumbai and RERA.

WHEREAS

THE CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED, is a company incorporated under the Companies Act, 1956 (1 of 1956) (hereinafter referred to as "**THE CORPORATION**") and having its registered office at Nirmal, 2nd Floor, Nariman Point, Mumbai-400 021. The Corporation has been declared as a New Town Development Authority under the provision of Sub Section (3A) of Section 113 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra Act No.-XXXVII of 1966) (hereinafter referred to as "**THE SAID ACT**") for the New Town of Navi Mumbai by the Government of

Maharashtra in the exercise of its powers for the area designated as site for a New Town under Sub-Section (1) of Section 113 of the said Act.

AND WHEREAS

The State Government has acquired land within the delineated area of Navi Mumbai and vested the same in the Corporation by an Order duly made in that behalf as per the provision of Section 113 of the said Act.

AND WHEREAS

by virtue of being the Development Authority the Corporation has been empowered under Section 118 of the Said Act to dispose off land acquired by it or vested into it in accordance with the proposal approved by the State Government under the said Act.

AND WHEREAS

The Corporation as a part of The Development of Navi Mumbai has decided to establish an International Airport namely, "Navi Mumbai International Airport" with the approval of the State and Central Government (hereinafter referred to as the "PROJECT" which includes Development of Land for the purpose allied thereto).

AND WHEREAS

Except for land(s) already in possession of the Corporation, the remaining private land(s) required for the Project, were notified for acquisition before 1.1.2014 under the erstwhile land Acquisition Act 1894 (hereinafter referred to as the LA ACT, 1894") by the State Government.

AND WHEREAS

The Right to Fair Compensation and Transparency in Land Acquisition Rehabilitation And Resettlement Act 2013 (hereinafter referred to as the "LARR Act, 2013") came into force w.e.f. 01/01/2014 replacing the LA Act 1894. Although the land for the project was notified under the LA Act 1894 awards under section 11 of the LA Act, 1984 have not been declared for

certain lands as on 01/01/2014. The determination of compensation for such lands shall be in conformity with the LARR Act 2013.

AND WHEREAS

Pursuant to Section 108(1) and 108(2) of the LARR Act 2013, the State Government Vide Govt. Resolution Urban Development Dept. No CID-1812/CR-274/UD-10 Date. 1st March 2014 (hereinafter referred to as the G.R. dated 01/03/2014) has, in lieu of monetary compensation, provided for higher and better compensation in the form of developed plots to the land owners whose lands are to be acquired for the project. Accordingly, the Corporation Is obliged to allot a plot to the land owner concerned if he has opted for compensation in the form of developed plot in lieu of monetary compensation against acquisition of lands occupied by them.

AND WHEREAS

There are some structured reacted on the land already acquired and in possession of the corporation. These structures are also required to be shifted due to the project. The State Govt. Vide Govt. Resolution of Urban Development Dept No – CID-1812/CR-274/UD-10 Dated 28th May 2014 (hereinafter referred to as the “G.R Dated 28.5.2014”) has taken a decision to grant allotment of plots and other benefits to the affected structure owners for their resettlement as a Special case. In accordance with the Govt. Resolution Revenue And Forest Dept. No.RPA-2014/CR-52/R-3 Dated 25/06/2014 (hereinafter referred to as the “G.R Dated 25.6.2014”), the District Rehabilitation officer has been authorized to determine the eligibility of the structure owners, whose structures are situated on the land affected by the project and required to be shifted as stated hereinabove, with the approval of the Collection Raigad. As per G.R. dated 25.6.2014, the Plots are to be allotted by the Corporation as per the applicable provisions of G.R Dated 01/03/2014 G.R Dated 28/05/2014 and as per circular issued by the corporation bearing no . “CIDCO/ VYA.SA/ AA.VI.TA./2014 Dated 19/09/2014 and as determined by The District Rehabilitation Officer Raigad, with the approval of the

Collector Raigad, or as per the award declared by the deputy collector (Land Acquisition) as the case may be.

AND WHEREAS the Original Licensees **1) MR.JAYESH KRISHNA MHATRE 2) MR.KRISHNA VITTHAL MHATRE AND 3) MR.MEGHANATH KRISHNA MHATRE** was having un-authorised structure on the land possessed by the Corporation at Village Ulwe, Taluka Panvel which is require to be shifted due to development of the project. The Collector Raigad vide Order No.NIL dated 5.2.2018 determined eligible the Licensee for grant of a plot of 650 sq.mtrs for resettlement and other benefits as per Govt. Resolution dated 28.5.2014. The relevant details of the structure and the Collector Raigad, eligibility determined etc. is re- produced as under:

Relevant Details of the Structure(s)

Unique ID No.	Name of the Structure Owner	Building No. as per Survey	Structure No. as Per Survey	Use of Structure	Area admissible for determining eligibility	Area of the plot to be allotted jointly
ULV-ICOGD-121	1)MR.JAYESH KRISHNA MHATRE 2)MR.KRISHNA VITTHAL MHATRE AND 3)MR.MEGHANATH KRISHNA MHATRE	121	UL-544 UL-544A UL-544B UL-544C	Residential cum Commercial	216.03	650

AND WHEREAS

As per direction of the State Government vide G. R. dated 28.05.2014, and as per the order passed by the Collector Raigad, the Corporation has allotted to the Licensee, vide its Allotment Letter No.2017/453 dated

1.2.2018 (hereinafter referred to as the “**said Land**”) for the purpose of constructing a building or buildings on the terms and conditions contained in the Agreement of Lease dated **18th January 2019**.

Description of Land Allotted

Place/Node	Plot No.	Sector No.	Area in Sq. mtr.	Admissible FSI
PUSHPAK VAHAL	17G	25A	650	1.5

AND WHEREAS on **18th January 2019**, the Original Licensee has paid to the Corporation a sum of Rs.60/- (Rupees Sixty Only) being “Lease Rent” for the period of 60 (Sixty) years at the rate of Rs.1/- per annum as per the letters from the Urban Development Dept. bearing Dept. No. CID-1812/CR-274/UD-10 dated 11th August, 2014 and No. CID-1812/CR-274/UD-10 dated 6th October, 2015.

AND WHEREAS:

This Agreement is drafted as per the rule of **REAL ESTATE (REGULATIONS AND DEVELOPMENT) ACT**.

AND WHEREAS:

By an Agreement to Lease dated: **18th January 2019**, made at CBD, Belapur, Navi Mumbai, and entered into between the CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED, (CIDCO), therein and herein referred to as 'THE LESSOR' and **1)MR.JAYESH KRISHNA MHATRE 2)MR.KRISHNA VITTHAL MHATRE AND 3)MR.MEGHANATH KRISHNA MHATRE** (therein referred as the LESSEES and hereinafter referred to as the ORIGINAL ALLOTTEE), the CIDCO leased a Plot of land in lieu of compensation under the Resettlement/ Rehabilitation Scheme, a Plot of Land being Plot No.17G, Sector No.25A, admeasuring 650 Sq.Mtrs., Pushpak Vahal, Navi Mumbai, Taluka Panvel, District Raigad, (hereinafter referred to as 'THE SAID PLOT')

AND WHEREAS:

THE ORIGINAL Allottees paid the Premium in full agreed to be paid to the Corporation.

AND WHEREAS:

The said Agreement to Lease dated **18th January 2019**, has been Registered at the Office of Sub Registrar Assurance Panvel-5, Vide **Registration Receipt No.617 Document No.PVL5-594-2019 dated 18.1.2019.**

AND WHEREAS:

The Physical possession of the said plot has been handed over to the Original Allottees for Development and Construction thereof the Building for Residential cum Commercial purpose. The corporation granted permission or license to the Original Allottees to enter upon the said Plot of land for the purpose of erecting building/s.

AND WHEREAS:

By Tripartite Agreement dated: **29th March 2022**, between the CIDCO THE FIRST PART, **1)MR.JAYESH KRISHNA MHATRE 2)MR. KRISHNA VITTHAL MHATRE AND 3)MR.MEGHANATH KRISHNA MHATRE**, the Original Allottees of the SECOND PART & the **M/S.VASUNDHARA GROUP through its partners 1)MR.MITESH BHANJI BERA AND 2)MR.SUHIT SHANKAR BHANUSHALI**, therein referred to as "The New Licensee" and hereinafter referred to as "The PROMOTERS" of THE THIRD PART. The said original Allottees have assigned 50% their rights and interests in and upon the said Plot to the Party of the THIRD PART on the terms and conditions more particularly set out in the said Agreement to Lease and this Development Agreement.

AND WHEREAS:

The said Tripartite Agreement dated **29th March 2022**, has been registered at the Office of Sub Registrar Assurance, Panvel-2 vide Receipt No.5310, Document No.PVL2-4778-2022, Dated 29.3.2022.

AND WHEREAS:

The CIDCO has transferred the said Plot in favour of **1)MR.JAYESH KRISHNA MHATRE 2)MR. KRISHNA VITTHAL MHATRE AND 3)MR. MEGHANATH KRISHNA MHATRE, & M/S.VASUNDHARA GROUP** through its partners **1)MR.MITESH BHANJI BERA AND 2)MR.SUHIT SHANKAR BHANUSHALI,** vide CIDCO Letter No. **सिडको/अमूभूवभूअ/ नमूूंआव/उलवे/ULV-OG-121/2022/694**
Dated : 12.4.2022

AND WHEREAS:

The developer has submitted Plan to construct the Residential cum commercial G + 6 floors building on the said Plot and The City and Industrial Development Corporation of Maharashtra Limited (CIDCO), by its development permission-cum-Commencement Certificate under Reference No. CIDCO/BP-18209/ TPO (NM & K)/2022/9938, Dt. 20.10.2022 granted its permission to develop the said plot and to construct a building for the Residential purpose on the said plot subject to the terms and conditions of the Commencement Letter and thereby approved and sanctioned the plans in respect of the said building which have been annexed hereto as 'Annexure A'.

AND WHEREAS :

The Promoters are entitled and enjoined upon to construct building on the project land in accordance with the recitals hereinabove;

AND WHEREAS :

The said Plot is earmarked for the purpose of building a residential cum commercial project consisting **Ground + 7 Floors** and the said project shall be known as "**KRISHNA VRUNDAVAN**" (hereinafter referred to as the said Building).

AND WHEREAS:

1)MR.JAYESH KRISHNA MHATRE

2)MR.KRISHNA VITTHALMHATRE AND

3)MR.MEGHANATH KRISHNA MHATRE, the Confirming Party & **M/S.VASUNDHARA GROUP** the Promoters, being the joint

owner of the said plot jointly developing the said plot as the Developer but to avoid any inconvenience both the parties mutually decided to separate their Flat / Shops which is come to their respective shares mentioned in annexure 'A' attached with this agreement. It is also decided by the parties that in respect of the Flat / Shop which come to share of **1)MR.JAYESH KRISHNAMHATRE 2)MR. KRISHNA VITTHAL MHATRE AND 3)MR. MEGHANATH KRISHNA MHATRE**, the party of the First Part i.e. **M/S.VASUNDHARA GROUP** will be confirming party in the agreement for sale executed in respect their off and in the same way in respect of Flat / Shop which come to share of **M/S.VASUNDHARA GROUP** will be confirming party to the Agreement for Sale to the respect of Said Flat / Shop.

AND WHEREAS :

The Purchasers is offered a **Flat Number _____ on the _____ Floor**, (more particularly mentioned hereinabove) being constructed on the said plot, by the Promoters

AND WHEREAS :

The Promoters have entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects and also have entered into standard agreement with RCC Consultant.

AND WHEREAS :

The Promoters have entrusted the architect works to '**Edge Architecture** (ARCHITECT) and RCC works to **B.S.Sukhthankar** (RCC Consultant) to develop, design and lay down specifications for construction of the building on the said Plot.

AND WHEREAS :

The Promoters have registered the Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority at No. _____ Dated : _____

AND WHEREAS :

By virtue of the Lease Agreement/Development Agreement/Commencement Certificate the Promoters have sole and exclusive right to sell the said Flat / Shop in the said building to be constructed by the Promoters on the project land and to enter into Agreement with the Purchasers of the Flat / Shop to receive the sale consideration in respect thereof.

AND WHEREAS :

The Report on Title issued by Advocate **P.G.DANAVALE, B.COM., LL.B (Advocate High Court)**, has been seen and inspected by the Purchasers and a copy thereof has been annexed hereto and marked as Annexure 'B'. The Purchasers have by virtue of his having executed this agreement is deemed to have accepted the title of Promoters to the said Plot as clear and marketable and free from all encumbrances and no further objection shall be raised upon it in any manner relating hereto.

AND WHEREAS :

The Allotee herein has demanded from the Promoters and the Promoters have given inspection to the Purchasers, of all the documents of title relating to the said project described in the Schedule-II hereunder written and also the plans, designs and specifications of the said building prepared by the Architect and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "The said Act") and rules and regulations made there under.

AND WHEREAS :

The Purchasers has inspected all the title, Deed including approved plans as prepared by the Architect in the office of the Promoters and satisfied himself.

AND WHEREAS :

The authenticated copies of the plans of the Layout as approved by the concerned Local Authority and according to which the construction of

building is proposed to be provided for on the said project have been annexed hereto and marked as 'Annexure C'

AND WHEREAS :

The authenticated copies of the plans and specifications of the Flat / Shop agreed to be purchased by the Purchasers, as sanctioned and approved by the local authority have been annexed hereto and marked as 'Annexure D'

AND WHEREAS :

The Promoters have got the approvals from the concerned local authority to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

AND WHEREAS :

While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS :

The Promoters have accordingly commenced the construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS :

On satisfying himself about the plans, Deeds, documents etc. and satisfying himself of the title of Promoters the Purchasers has applied to the Promoters for allotment and hereby agreed to Purchase **Flat no ____ on _____ Floor** being constructed on the said Plot.

AND WHEREAS :

The carpet area of the said Flat is _____ **Square Mtrs** and “carpet area” means the net usable floor area of an Flat / Shop, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat / Shop for exclusive use of the Purchasers or verandah area and exclusive open terrace area, appurtenant to the said Flat / Shop for exclusive use of the Purchasers, but includes the area covered by the internal partition walls of the Flat / Shop.

AND WHEREAS :

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

AND WHEREAS :

Prior to the execution of these presents the Purchasers has paid to the Promoters a sum of _____ (**Rupees _____ only**), being part payment of the sale consideration of the Flat / Shop agreed to be sold by the Promoters to the Purchasers as advance payment or Application Fee (the payment and receipt whereof the Promoters both hereby admit and acknowledge) and the Purchasers has agreed to pay to the Promoters the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS :

Under section 13 of the said Act the Promoters is required to execute a written Agreement for sale of said Flat / Shop with the Purchasers, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agrees to sell and the Purchasers hereby agrees to purchase the said Flat / Shop.

**NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS
HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS
FOLLOWS:-**

1. The Promoters shall construct the said building/s consisting **Ground +7 upper floors** on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time, provided that the Promoters shall have to obtain prior consent in writing of the Purchasers in respect of variations or modifications which may adversely affect the Flat / Shop of the Purchasers except any alteration or addition required by any Government authorities or due to change in law.

2. The Purchasers hereby agree to purchase from the Promoters and the Promoters hereby agree to sell to the Purchasers

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<u>FLAT / SHOP NO.</u>	<u>FLOOR</u>	<u>PLOT NO.</u>	<u>SECTOR</u>
		17G	25A

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BUILDING : " KRISHNA VRUNDAVAN "

NODE : . PUSHPAK VAHAL, NAVI MUMBAI
TALUKA-PANVEL, DISTRICT RAIGAD.

RESETTLEMENT/ REHABILITATION SCHEME

RERA CARPET AREA IN SQ.MTRS. : _____ **sq.mtrs**

NATURAL TERRACE AREA IN SQ.MTRS : 0 **sq.mtrs**

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BUILDING CONSISTS: GROUND + 7 FLOORS

=====

hereinafter referred to as "the Flat / Shop") for the total consideration of _____ (Rupees _____ only) which is more particularly described in the Second Schedule annexed herewith. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to flat .

3. The Purchasers has paid on or before execution of this agreement a sum of **Rs** _____ (**Rupees** _____ **Only**) as advance payment or application fee and hereby agrees to pay to the Promoters the balance amount of _____ /- (**Rupees** _____) as per payment schedule annexed hereto and marked as Annexure 'E' (Time being essence of contract).

ANNEXURE-B
SCHEDULE OF PAYMENT

Sr.No	Particulars	Percentage(%)
1	Booking	10%
2	Execution Agreement For Sale	20%
3	Commencement Of Plinth	15%
4	Completion of 1 st slab.	4%
5	Completion of 2 nd slab.	4%
6	Completion of 3 rd slab.	4%
7	Completion of 4 th slab.	4%
8	Completion of 5 th slab.	4%
9	Completion of 6 th slab.	4%
10	Completion of 7 th slab.	4%
11	Completion of 8 th slab.	4%
12	Completion of Brickwork	10%
13	Completion of Plastering	4%
14	Completion of Plumbing & Eletric Work	4%
15	Completion Of Colour & Tiles	4%
16	Upon Possession	1%
	Total	100%

The Purchasers agrees to pay to the Promoters, interest as specified in the Rule of REAL ESTATE (REGULATIONS AND DEVELOPMENT) ACT, on all the delayed payment which become due and payable by the Purchasers to the Promoters under the terms of this Agreement from the date the said amount is payable by the Purchasers to the Promoters. The above consideration does not include various other charges, expenses more particularly mentioned in this agreement and the same shall be paid

by the Purchasers over and above the consideration mentioned herein on their respective due dates.

4. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of Value Added Tax, Service Tax, /GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoters) up to the date of handing over the possession of the said Flat / Shop.
5. The Promoters have further represented that as per the sanctioned building plans, Local authority has sanctioned certain additional areas as permitted under GDCR, the certificate of architect detailing the said additional areas is annexed hereto and marked annexure 'F'. The Promoters have paid necessary premium, charges to the concerned authorities for getting the sanction of the said additional areas from the CIDCO, The aforesaid additional areas are fused to the said premises.
6. The Total Price is escalation-free, save and except escalations/ increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoters undertakes and agree that while raising a demand on the Purchasers for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters shall enclose the said notification/order/rule/regulation published / issued in that behalf to that effect along with the demand letter being issued to the Purchasers, which shall only be applicable on subsequent payments.
7. The Promoters shall confirm the final carpet area that has been allotted to the Purchasers after the construction of the Building is

complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The certificate issued by Architect certifying the above areas shall be binding on the parties. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by Purchasers within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchasers. If there is any increase in the carpet area allotted to Purchasers, the Promoters shall demand additional amount from the Purchasers as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 2 of this Agreement.

8. The Purchasers authorizes the Promoters to adjust/ appropriate all payments made by him under any head(s) of dues against lawful outstanding, if any, in his name as the Promoters may in its sole discretion deem fit and the Purchasers undertakes not to object/ demand/ direct the Promoters to adjust his payments in any manner.
9. The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat / Shop to the Purchasers, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat / Shop.
10. The Promoters shall give notice to the Purchasers intimating the Purchasers the amount of the installment or the balance amount payable by the Purchasers to the Promoters in accordance with the

payment schedule annexed hereto as annexure 'E'. (Time being essence of the contract) and within 15 days from the date of letter the Purchasers shall pay the amount of the said installment or the balance amount to the Promoters.

11. Both the Promoters and the Purchasers have mutually agreed that the Purchasers shall be liable and responsible to pay all the installments payable for the purchase of the said premises payable under this agreement on their respective due dates without committing any delay. In case if the Purchasers has obtained from any Bank/ NBFC /Money lenders finance/loan on the said premises then it shall be the sole and absolute responsibility of Purchasers herein to ensure that the disbursement of all the installments is done within the time frame mentioned in this agreement.

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

Provided that, Promoters shall give notice of fifteen days in writing to the Purchasers, by Registered Post AD at the address provided by the Purchasers and mail at the e-mail address provided by the Purchasers, 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 Purchasers fails to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, Promoters shall be entitled to terminate this Agreement, provided

further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Purchasers (subject to adjustment and recovery of 10% of the Total Consideration amount as forfeiture charges and as pre-determined liquidated damages and the taxes and outgoings, if any, due and payable by the Allottee/s in respect of the said Apartment upto the date of termination of this Agreement or any other amount which may be payable to Promoter) 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 Purchasers to the Promoters.

In case of such termination, the Stamp duty, registration charges and all taxes paid by the Purchasers shall not be refunded by the Promoters.

In the event of such termination the Promoters shall be entitled to resell the said premise to such third person/party as the Promoters may deem fit, necessary and proper and recovery and appropriate to themselves the entire sales consideration and other amount that shall be received from such resale.

13. Both the Promoters and Purchasers hereby agrees to in such case of termination no interest shall be paid on refund of the consideration by the Promoters to the Purchasers.
14. The Promoters shall provide the amenities and facilities as per the list of amenities annexed hereto and marked as Annexure 'G'
15. The Promoters hereby declares that the Floor Space Index available as on date in respect of the project land is 1.5 only and Promoters have planned to utilize Floor Space Index of 1.5 by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said

Project. In case the FSI is increased then that shall be utilize by the Promoters on Project land.

16. The Promoters shall give possession of the said Flat / Shop to the Purchasers on or before 31/01/2027. subject to force majeure and reasons beyond the control of the Promoters. Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of Flat / Shop on the aforesaid date, if the completion of building in which the Flat / Shop is to be situated is delayed on account of-

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

17. Procedure for taking possession :

The Promoters, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchasers as per the agreement shall offer in writing the possession of the Flat / Shop. The Promoters agree and undertakes to indemnify the Purchasers in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters. The Purchasers agree (s) to pay the maintenance charges as determined by the Promoters or association of Purchasers, as the case may be. The Promoters on its behalf shall offer the possession to the Purchasers in writing within 15 days of receiving the occupancy certificate of the Project.

18. The Purchasers shall take possession of the Flat / Shop within 15 days of the written notice from the Promoters to the Purchasers intimating that the said Flat / Shop is ready for use and occupancy:

19. Failure of Purchasers to take Possession of said Flat / Shop:

Upon receiving a written intimation from the Promoters as per clause 17 the Purchasers shall take possession of the Flat / Shop from the Promoters as prescribed in this Agreement, and the Promoters shall give possession of the Flat / Shop to the Purchasers. In case the Purchasers fails to take possession within the time provided in clause 17 such Purchasers shall continue to be liable to pay maintenance charges as applicable.

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

20. The Purchasers shall use the Flat / Shop or any part thereof or permit the same to be used only for purpose of residence / Business. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

21. The Purchasers along with other Purchasers of Flat / Shop in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the 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 Purchasers, so as to enable the Promoters to register the common organization of Purchasers. No objection shall be taken by the Purchasers 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.

22. The Promoters shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, initiate the transfer to the society or Limited Company all the right, title and the interest of the Vendor/ Lessor/Original Owner/ Promoters and/or the owners in the said structure of the Building or wing in which the said Flat / Shop is situated.

23. The Promoters shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, initiate the transfer to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoters and/or the owners in the project land on which the building with multiple wings or building are constructed.

24. Within 15 days after notice in writing is given by the Promoters to the Purchasers that the Flat / Shop is ready for use and occupancy, the Purchasers shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat / Shop) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Purchasers shall pay to the Promoters such proportionate share of outgoings as may be determined. The Purchasers further agrees that till the Purchasers's

share is so determined the Purchasers shall pay to the Promoters provisional monthly contribution of such amount towards the outgoings which shall be determined by the Promoters. The amounts so paid by the Purchasers to the Promoters shall not carry any interest and remain with the Promoters until a conveyance/ assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid.

25. The Purchasers shall on or before delivery of possession of the said premises keep deposited with the Promoters, the following amounts :-

- (i) Share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
- (ii) Formation and registration of the Society or Limited Company /Federation/ Apex body.
- (iii) Proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/ Federation/Apex body.
- (iv) Provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
- (v) Water, Electric, and other utility and services connection charges.
- (vi) Electrical receiving and Sub Station provided in Layout.

26. The Purchasers shall pay to the Promoters amount for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/ Advocates of the Promoters in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

27. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Purchasers shall pay to the Promoters, the Purchasers's share of stamp duty and registration

charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Purchasers shall pay to the Promoters, the Purchasers's share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

28. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS**

The Promoters hereby represents and warrants to the Purchasers as follows:

- i. The Promoters have clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project.
- iv. There are no litigations pending before any Court of law with respect to the project land or Project.
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wings 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/wings 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;

- vi. The Promoters confirms that the Promoters is not restricted in any manner whatsoever from selling the said Flat / Shop to the Purchasers in the manner contemplated in this Agreement;
 - vii. At the time of execution of the conveyance deed of the structure to the association of Purchasers the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchasers;
 - viii. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoters in respect of the project land and/or the Project.
29. The Purchasers or himself/themselves with intention to bring all persons into whosoever hands the Flat / Shop may come, hereby covenants with the Promoters as follows :
- i. To maintain the Flat / Shop at the Purchasers's own cost in good and tenantable repair and condition from the date that of possession of the Flat / Shop is taken and shall not do or suffer to be done anything in or to the building in which the Flat / Shop is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat / Shop is situated and the Flat / Shop itself or any part thereof without the consent of the local authorities, if required.
 - ii. Not to store in the Flat / Shop any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the

construction or structure of the building in which the Flat / Shop is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat / Shop is situated, including entrances of the building in which the Flat / Shop is situated and in case any damage is caused to the building in which the Flat / Shop is situated or the Flat / Shop on account of negligence or default of the Purchasers in this behalf, the Purchasers shall be liable for the consequences of the breach

- iii. To carry out at his own cost all internal repairs to the said Flat / Shop and maintain the Flat / Shop in the same condition, state and order in which it was delivered by the Promoters to the Purchasers and shall not do or suffer to be done anything in or to the building in which the Flat / Shop is situated or the Flat / Shop which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchasers committing any act in contravention of the above provision, the Purchasers shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Flat / Shop or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat / Shop or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat / Shop is situated and shall keep the portion, sewers, drains and pipes in the Flat / Shop and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat / Shop is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Flat / Shop without the prior written permission of the Promoters and/or the Society or the Limited Company.

- v. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat / Shop in the compound or any portion of the project land and the building in which the Flat / Shop is situated.
- vi. Pay to the Promoters within fifteen days of demand by the Promoters, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat / Shop is situated.
- vii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat / Shop by the Purchasers for any purposes other than for purpose for which it is sold.
- viii. The Purchasers shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat / Shop until all the dues payable by the Purchasers to the Promoters under this Agreement are fully paid up.
- ix. The Purchasers shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flat / Shop therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchasers shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Flat / Shop in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- x. Till a conveyance of the structure of the building in which Flat / Shop is situated is executed in favour of Society/Limited Society, the Purchasers 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 building or any part thereof to view and examine the state and condition thereof.
- xi. Till a conveyance of the project land on which the building in which Flat / Shop is situated is executed in favour of Apex Body or Federation, the Purchasers 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 project land or any part thereof to view and examine the state and condition thereof.

30. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Purchasers as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

31. 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 / Shop or of the said Building or any part thereof. The Purchasers shall have no claim save and except in respect of the Flat / Shop hereby agreed to be sold to him and all open spaces, open 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 herein before mentioned.

32. PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE :

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

33. Over and above the consideration and other amounts payable by the Purchasers, the Purchasers hereby agree that in the event of any amount becoming payable by way of levy or premium, taxes, cess, fees, Service charges, ALP, Maveja etc., after the date of this Agreement to the PMC/NMMC/CIDCO and other concerned local authorities or to the State/Central Government or in the event of any other payment for a similar nature becoming payable in respect of the said Property and/or in respect of the various premises to be constructed thereon, the same shall be paid by the Promoters, however, the same would be reimbursed by the Purchasers to the Promoters in proportion of the area of the said Flat / Shop to the total area of all the premises being constructed as a part of the Proposed Building on the said Property.
34. The Purchasers are further made aware that potable water supply is provided by the PMC/NMMC/CIDCO and other concerned government authorities, and shall be made available to the said Proposed Building as per the supply received from such authorities. It is clarified that the Promoters have not represented to the Purchasers or undertaken to the Purchasers that such water supply is assured, as the same is subject to availability and supply from the concerned authorities.
35. It is also agreed and understood that the Promoters shall only pay proportionate charges towards Property tax, Service Charges as per actual for Flat / Shop lying vacant and unsold Flat / Shop in the said Building. However the Promoters shall not pay the proportionate charges for water, common electricity, contribution towards repair and maintenance funds, expenses on repair and maintenance of the lifts including charges for running the lifts, car parking, non occupancy charges or any other charges.
36. Further the Promoters and the Allottee agrees that the Promoters can sell the premises in the said Project to any prospective buyer and such prospective buyers will become the member of the said Body without paying any transfer premium or any other charges to the said Society/Condominium.
37. The Purchasers are aware that only on the basis of and relying on the representations, assurances, declarations, covenants and warranties made by him herein, the Promoters have agreed to and is/are executing this Agreement and Purchasers hereby agree to indemnify and keep indemnified the Promoters absolutely and forever from and

against all and any damage or loss that may be caused to the Promoters including interalia against and in respect of all actions, demands, suits, proceedings, penalties, impositions, losses, damages, costs, charges and expenses, that may be caused to or incurred, sustained or suffered by the Promoters, by virtue of any of the aforesaid representations, assurances, declarations, covenants and warranties made by the Purchasers being untrue and/or as a result of the Promoters entering in to this Agreement and/or any other present/future writings with the Purchasers and/or arising there from.

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

38. All obligations of the Purchasers and covenants made by the Purchasers herein shall be deemed to be obligations and/or covenants, as the case may be, running with immoveable property and the observance, performance and compliance with such obligations and/or covenants shall be the responsibility of all persons into whose hands the said Flat / Shop may come.
39. Notwithstanding anything contained herein, the Promoters shall, in respect of any amount remaining unpaid by Purchasers under the terms of this Agreement, have a first lien and charge on the said Flat / Shop agreed to be purchased by the Purchasers hereunder.
40. Any delay or indulgence shown by the Promoters in enforcing the terms of agreement or any forbearance or giving of time to the Purchasers shall not be constructed as a waiver on the part of the Promoters or any breach or non compliance of any of the terms and conditions of this Agreement by the Purchasers nor shall the same in any manner prejudice any rights of the Promoters hereunder or law.

41. BINDING EFFECT :

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

42. ENTIRE AGREEMENT :

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

43. RIGHT TO AMEND :

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

44. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASERS /SUBSEQUENT PURCHASERS :

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 Purchasers of the Flat / Shop, in

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

45. SEVERABILITY

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

46. The Purchasers and Promoters or his authorized signatory or power of attorney 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 Purchasers and Promoters or his authorized signatory or power of attorney will attend such office and admit execution thereof.

47. METHOD OF CALCULATION OF PROPORTIONATE SHARE

Wherever in this Agreement it is stipulated that the Purchasers has to make any payment in common with other Purchasers in Project, the same shall be in Proportion to the carpet area of the said premises to the total carpet area of all the Premises/Plots in the Project.

48. FURTHER ASSURANCES

Both parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additional to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuates the provisions of

this agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred here under or pursuant to any such transaction

49. That all notices to be served on the Purchasers and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchasers or the Promoters by Registered Post A.D

Name of Purchasers : _____

(Purchaser's Address): _____

Promoters name: **M/S.VASUNDHARA GROUP**

(Promoters Address): **F-1/C-5, Aditi Apartment, 3rd Floor, Sector No.9, Vashi, Navi Mumbai.**

50. JOINT PURCHASERS :

That in case there are Joint Purchasers all communications shall be sent by the Promoters to the Purchasers whose name appears first and at the address given by him which shall for all intents and purposes to consider as properly served on all the Purchasers.

51. STAMP DUTY AND REGISTRATION :

Any charges towards stamp duty and Registration of this Agreement shall be borne by the Purchasers.

Incase if there is any rectification deed then all the expenses of Rectification Deed shall be borne by the Purchaser.

52. DISPUTE RESOLUTION :-

Any dispute or difference between the parties in relation to this agreement and/or terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to the authority as per the provisions of RERA and the Rules and Regulations thereunder.

FIRST SCHEDULE HEREIN BELOW REFERRED TO DESCRIPTION OF THE FREEHOLD/ LEASEHOLD LAND AND ALL OTHER DETAILS

SCHEDULE – I

All that piece or parcel of land known as Plot No.17G, Sector No.25A, in Village/Site Pushpak Vahal of Resettlement/ Rehabilitation Scheme, Taluka Panvel, District Raigad, containing measurement 650 Sq. Mtrs. or thereabouts and bounded as follows that is to say:

- On or towards the North By :
- On or towards the South By :
- On or towards the East By :
- On or towards the West By :

Second Schedule herein below Referred to Here set out the nature, extent and description of common areas and facilities.

SCHEDULE – II

<u>FLAT / SHOP NO.</u>	<u>FLOOR</u>	<u>PLOT NO.</u>	<u>SECTOR</u>
		17G	25A
=====			
BUILDING	: " KRISHNA VRUNDAVAN "		
NODE	: . PUSHPAK VAHAL, NAVI MUMBAI		
	TALUKA–PANVEL, DISTRICT RAIGAD.		
RESETTLEMENT/ REHABILITATION SCHEME			
RERA CARPET AREA IN SQ.MTRS.	:	_____ sq.mtrs	
NATURAL TERRACE AREA IN SQ.MTRS	:	0.00 sq.mtrs	
=====			
BUILDING CONSISTS: GROUND + 7 FLOORS			
=====			

IN WITNESS WHEREOF PARTIES HEREINABOVE NAMED HAVE SET THEIR RESPECTIVE HANDS AND SIGNED THIS AGREEMENT FOR SALE AT (CITY/TOWN NAME) IN THE PRESENCE OF ATTESTING WITNESS, SIGNING AS SUCH ON THE DAY FIRST ABOVE WRITTEN.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoters:

M/S.VASUNDHARA GROUP

through Its Authorised partners

- | | |
|-----------------------------|-----------|
| 1) MITESH BHANJI BERA | Signature |
| 2) SUHIT SHANKAR BHANUSHALI | Signature |

At on

in the presence of WITNESSES:

- | | |
|---------------|-----------|
| 1. Name _____ | Signature |
| 2. Name _____ | Signature |

SIGNED AND DELIVERED BY THE WITHIN

NAMED Purchasers: (including joint buyers)

- 1) Mrs _____

In the presence of

- | | |
|---------------|-----------|
| 1. Name _____ | Signature |
| 2. Name _____ | Signature |

SIGNED AND DELIVERED BY THE WITHIN

NAMED CONFIRMING PARTY:

- 1)MR.JAYESH KRISHNA MHATRE)
2)MR.KRISHNA VITTHAL MHATRE)
3)MR.MEGHANATH KRISHNA MHATRE)

Through his constituted Power of Attorney Holder

In the presence of

- | | |
|---------------|-----------|
| 1. Name _____ | Signature |
| 2. Name _____ | Signature |

-

RECEIPT

Received of and From the withinnamed ALLOTTEES

a sum of _____ (Rupees _____ only)

being the advance payment of Sale Price of FLAT No. _____ on _____ floor,

Area Admeasuring _____ , Sq. Mtrs., PLOT NO. 17G, SECTOR 25A,

BUILDING : " KRISHNA VRUNDAVAN ", NODE:. PUSHPAK VAHAL,

NAVI MUMBAI TALUKA–PANVEL, DISTRICT RAIGAD.

DETAILS OF PAYMENT

Cheque No.	Date	Bank Name	Amount

WE SAY RECEIVED

Rs. _____/-

M/S.VASUNDHARA GROUP

represented by its authorized Partner

PROMOTERS

Witnesses:

1)

2)