#### AGREEMENT FOR SALE

THIS AGREEM	IENT made at	on this day of
in the	year Two Thousand and	d
	BETWEEN	
M/S. MUKUNDAN INF	RA (A COMPANY AMON	NG THE GROUP OF
MUKUNDAN LIFE SPA	<b>CE)</b> , a Partnership firm	having their office at 001
Maruti Chambers, Near S	t Depot, Vasai West, Palgho	ar 401202, represented by its
authorized Partner/Pe	ower of Attorney holder	
having PAN	hereinafter refer	red to as "THE
PROMOTERS/BUILD	ERS" (which expression	n shall unless repugnant to
the context or meaning	ng thereof be deemed to	mean and include its
successors-in-interes	t, executors, administra	ators and permitted assignees,
including those of the	respective partners) of	the One Part
	-	·
Builder		Purchaser

AND

MR.					
Residing	at	/	having	address	at

hereinafter referred to as "ALLOTTES/PURCHASERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include (a) in case of an individual, such individual's heirs, executors and administrators and assigns; (b) in case of a Partnership Firm, for the time being survivors or the last survivors of them and legal heirs, executors, administrators or the permitted assigns of such last survivor of them; and (c) in case of company, or a body corporate or juristic entity, its Director or Directors for the time being constituting the said company/survivor or survivors of them) of the OTHER PART;

WHEREAS by (1) Redevelopment Agreement's dated 28th November 2022, which are registered in the Office of Sub-Registrar of Assurances at Vasai-III, bearing (1) Sr.No.1289/2023 executed by and between Chandresh Nagar Co-operative Housing Society Ltd., a Society registered under the provision of Maharashtra Co-operative Societies Act, 1960 bearing TNA/VSI/HSG/TC/5757/1993-1994 Registration No. DATED 18/04/1993 through its 60 Members of the One Part (therein referred to as "The Owners/ Society") and M/S. Mukundan Infra through its Partners Mr Ravi Rajlingam Mukund and M/s Mukundan Lifespace Pvt. Ltd. (through its director Kunal Ravi Mukund) of the Other Part (therein referred to as "the Developers") the Society has transferred to the Developers development rights of attached to the land bearing Survey No.132/A, Area admeasuring 2539.55 Square Meters lying and being and situated at village - Nilemore, Nallasopara west, Taluka - VASAI, District -PALGHAR, within the limits of Vasai-Virar City Municipal Corporation and within the jurisdiction of the Sub-Registrar at Vasai and more particularly described in the First Schedule hereunder written.

AND WHEREAS by (1) Redevelopment Agreement's dated 21st December 2022, which are registered in the Office of Sub-Registrar of Assurances at Vasai-III, on 19th January 2023 and bearing Sr.No.1342/2023 executed by and between Chandresh Nagar Air India Employees Vandana Co-Operative Housing Society Ltd., a Society registered under the provision of Maharashtra Co-operative Societies Act, 1960 bearing Registration No.

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TNA/VSI/HSG/TC/2450/1988-89 dated 30/01/1989 through its 36 Members of the One Part (therein referred to as "The Owners/ Society") and M/S. Mukundan Infra through its Partners Mr. Ravi Rajlingam Mukund and M/s Mukundan Lifespace Pvt. Ltd. (through its director Kunal Ravi Mukund) of the Other Part (therein referred to as "the Developers") the Society has transferred to the Developers development rights of attached to the land bearing Survey No.132/A, Area admeasuring 1450.45 Square Meters lying and being and situated at village – Nilemore, Nallasopara west, Taluka - VASAI, District - PALGHAR, within the limits of Vasai-Virar City Municipal Corporation and within the jurisdiction of the Sub-Registrar at Vasai and more particularly described in the First Schedule hereunder written.

Total land admeasuring 3990 square Metres (hereinafter referred to as "the project land").

AND WHEREAS the Promoters/Builders have obtained Commencement Certificate from Vasai-Virar City Municipal Corporation, vide its letter no. VVCMC/TP/CC/VP-6442/455/2022-23, DATED – 24/02/2023, the copy of the said Commencement Certificate is annexed hereto and marked as Annexure.

AND WHEREAS the Promoters/Builders as developers are entitled and enjoined upon to construct buildings on the said project land in accordance with the norms and specifications of the Vasai-Virar City Municipal Corporation and the Promoters/Builders have commenced the work of construction of the proposed buildings self contained tenements.

AND WHEREAS the Promoters/Builders are in possession of the project land.

AND WHEREAS the Promoters/Builders have engaged the service of **M/S. Megha Urbanscapes** architectural & project consultants, as an architect for the project envisaged herein the Promoters/Builders 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; The appointment may be substituted or changed

Builder	Purchaser

during the course of construction by the Promoters/Builders as the need and circumstances may arise;

AND WHEREAS **MR.TUSHAR R. PATIL**, Advocate High Court having based his investigation on the available documents and opined by virtue of his title certificate that the title of the said project land described in the First Schedule hereunder written, is clear and marketable and free from all encumbrances, the authenticated copy of the certificate of title issued by the advocate is also annexed hereto and marked as Annexure.

AND WHEREAS the Promoters/Builders herein hereby represent that aforesaid conveyance and/or all the relevant documents are still valid, subsisting and binding on the parties hereto with full legal force and effect;

AND WHEREAS the Promoters/Builders has got approvals from the Vasai-Virar City Municipal Corporation 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 Vasai-Virar City Municipal Corporation and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters/Builders 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 Vasai-Virar City Municipal Corporation.

AND WHEREAS the Promoters/Builders have registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at MUMBAI bearing registration no. **P99000050138**; authenticated copy is attached in Annexure.

AND WHEREAS the Promoters/Builders have proposed to construct on the project land consisting of Wing A (Stilt+12Floors) and Wing B (Stilt+12Floors); Project known as **"MUKUNDAN ASTRIA"** (hereinafter referred to as "THE SAID BUILDING/S".

AND WHEREAS the Promoters/Builders have appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoters/Builders accepts the

Builder	Purchaser

professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS the Promoters/Builders have sole and exclusive right to sell the Flats/s in the said building/s to be constructed by the Promoters/Builders on the said project land and to enter into Agreement/s with the allottees/purchasers(s) of the Flats/s to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the Allottees/purchasers, the Promoters/Builders have given inspection to the Allottees/purchasers of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoters/Builders' Architect **M/S. Megha Urbanscapes** 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 the Rules and Regulations made there under;

AND WHEREAS the authenticated copies of Certificate of Title issued by the advocate of the Promoters/Builders, authenticated copies of 7/12 extract of Village Forms or any other relevant revenue record showing the nature of the title of the Promoters/Builders to the project land on which the Flats/s are constructed or are to be constructed have been annexed hereto and marked as Annexure respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure.

AND WHEREAS the authenticated copies of the plans and specifications of the Flat agreed to be purchased by the Allottees/purchasers, as sanctioned and approved by the local authority have been annexed hereto and marked as Annexure.

AND WHEREAS the Promoters/Builders have accordingly commenced construction of the said building/s in accordance with the said approved plan.

AND WHEREAS the Allottees/purchasers has/have seen and verified the said documents and has/have satisfied himself/herself/themselves of the same and have no objection of any whatsoever and after satisfying with the Allottees/purchasers desired and agreed to enter into this agreement.

Builder	Purchaser

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 the Promoters/Builders have entering into similar separate agreements with several other persons and parties for the sale of flats in the said building.

AND WHEREAS the Promoters/Builders herein have annexed hereto the copies of following documents.

#### LIST OF DOCUMENTS

- 1) Copy of 7/12 extract
- 2) Land Conversion Certificate issued by The Tahasildar Vasai
- 3) Certificate of Title of the project land issued by the advocate of the Promoters/Builders
- 4) Commencement Certificate issued by Vasai-Virar City Municipal Corporation
- 5) Copy of the Registration Certificate of Project issued by MahaRERA No. P99000050138
- 6) Sanctioned Plan of Layout
- 7) Floor plan of Flat

AND WHEREAS the Allottees/purchasers has/have applied to the
Promoters/Builders for allotment of FLAT NO on FLOOR,
WING, having carpet area admeasuring SQUARE FEET
equivalent to SQUARE METERS i.e. Built-up area admeasuring
SQUARE FEET equivalent to SQUARE METERS, as
shown in the floor plan thereof and hereto annexed and marked as
Annexure in building known as "MUKUNDAN ASTRIA" and which is
more particularly described in the Second Schedule to be constructed on
the said project land and the Allottees/purchasers has/have verified and
confirmed the difference between built-up /saleable and carpet area of the
said Flat and have satisfied himself/herself/themselves for the same and
has no objection of any nature whatsoever, hereinafter referred to as ${\bf "the}$
said flat" as shown in the floor plan thereof annexed hereto and marked
as annexure.
Builder Purchaser

AND WHEREAS the carpet area of the said Flat is \_\_\_\_\_ square meters and "carpet area" means the net usable floor area of an Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Allottees/purchasers or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Allottees/purchasers, but includes the area covered by the internal partition walls of the Flat.

AND WHEREAS, under section 13 of the said Act the Promoters/Builders is required to execute a written Agreement for sale of said Flat with the Allottees/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/Builders hereby agrees to sell and the Allottees/purchasers hereby agrees to purchase the said Flat and the garage/covered parking (if applicable) from the Promoters/Builders.

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

- 1) The Promoters/Builders agreed and confirmed that the recital appearing herein above forms integral part of the agreement as if the same are repeated verbatim herein, and this recital shall be treated as declarations/represented on their part.
- 2) It is confirmed that the Promoters/Builders have obtained Commencement Certificate from Vasai-Virar City Municipal Corporation to construct on the project land consisting Two wings

of Stilt + Twelve upper floor, Project known as "MUKUNDAN ASTRIA" in accordance with the plans, designs and specifications as approved by the Vasai-Virar City Municipal Corporation and which has been seen and approved by the allottees/purchasers such variation and modifications Promoters/Builders may consider necessary or as may be required by the concerned local authority and/or Government. Allottees/purchasers also exclusively agree/s Promoters/Builders shall entitled to put up additional floors on the said proposed building or in the said project land itself and that the Promoters/Builders shall be entitled to all the benefits which may be available as per the existing laws or any other laws, enactments, ordinances, circulars, guidelines etc. that may be issued by the concerned authorities from time to time.

Provided that the Promoters/Builders shall have to obtain prior consent in writing of the Allottees/purchasers in respect of variations or modifications which may adversely affect the Flat of the Allottees/purchasers except any alteration or addition required by any Government authorities or due to change in law.

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(not	exceeding 10% of the total consideration) as advance paymen
or	application fee and hereby agrees to pay to tha
Prom	oters/Builders the balance 90% consideration amount a sur
of R	s
the fo	ollowing manner: -
i.	Amount of Rs
	Agreement;
ii.	Amount of Rs/- 20% on completion of the
	Footing of the building or wing in which the said Flat i
	located.
iii.	Amount of Rs/- 15% on completion of the Plint
	of the building or wing in which the said Flat is located.
iv.	Amount of Rs
	slab of the building or wing in which the said Flat is located.
v.	Amount of Rs
	slab of the building or wing in which the said Flat is located.
vi.	Amount of Rs
	slab of the building or wing in which the said Flat is located.
vii.	Amount of Rs
	slab of the building or wing in which the said Flat is located.
viii.	Amount of Rs
	slab of the building or wing in which the said Flat is located
ix.	Amount of Rs
	slab of the building or wing in which the said Flat is located
x.	Amount of Rs
	slab of the building or wing in which the said Flat is located
xi.	Amount of Rs
	slab of the building or wing in which the said Flat is located
xii.	Amount of Rs
	slab of the building or wing in which the said Flat is located.
xiii.	Amount of Rs/- 2% on completion of the 10
	slab of the building or wing in which the said Flat is located.

Purchaser

Builder

	xiv.	Amount of Rs/- 2% on completion of the 11 <sup>th</sup>
		slab of the building or wing in which the said Flat is located.
	xv.	Amount of Rs/- 3% on completion of the 12 <sup>th</sup>
		slab of the building or wing in which the said Flat is located.
	xvi.	Amount of Rs
		Bricks & Plaster work of the said Flat.
	xvii.	Amount of Rs/- 5% on completion of the Tiling
		Work of the said Flat.
	xviii.	Amount of Rs
		Promoters/Builders on completion of the plumbing work of
		the building or wing in which the said Flat is located.
	xix.	Amount of Rs
		Electrical & Paint work of Said Flat.
	XX.	Balance Amount of Rs
		handing over of the possession of the Flat to the Allottee.
2(c)	The '	Total Price above excludes Taxes (consisting of tax paid or
	payal	ole by the Promoters/Builders by way of GST and Cess or any
	other	similar taxes which may be levied, in connection with the
	const	ruction of and carrying out the Project payable by the
	Prom	oters/Builders) up to the date of handing over the possession
		e said Flat.
2(d)	The	Total Price is escalation-free, save and except
. ,	escal	ations/increases, due to increase on account of development
		ges payable to the competent authority and/or any other
		ase in charges which may be levied or imposed by the
		etent authority Local Bodies, Vasai-Virar City Municipal
	-	pration/Government from time to time. The
	Prom	oters/Builders undertake and agree that while raising a
		nd on the Allottees/purchasers for increase in development
		ges, cost, or levies imposed by the competent authorities etc.,
	the	Promoters/Builders shall enclose the said
		cation/order/rule/regulation published/issued in that behalf
		at effect along with the demand letter being issued to the
		ees/purchasers, which shall only be applicable on subsequent
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Builder Purchaser

- 2(e) The Promoters/Builders may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottees/purchasers by discounting such early payments State Bank of India's interest plus two percent per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottees/purchasers by the Promoters/Builders.
- 2(f)The Promoters/Builders shall confirm the final carpet area that has been allotted to the Allottees/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 total price payable for the carpet area shall be recalculated upon confirmation by the Promoters/Builders. If there is any reduction in the carpet area within the defined limit then Promoters/Builders shall refund the excess money paid by Allottees/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 Allottees/purchasers. If there is any increase in the carpet area allotted to Allottees/purchasers, the Promoters/Builders shall demand additional amount from the Allottees/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(a) of this Agreement.
- 2(g) Any payments made by the Allottees/purchasers to the Promoters/Builders shall be first appropriated towards interest and the balance if any towards the principal sums of the installations under consideration.
- (2)(h) It is clarified that upon termination of this agreement default by allottees/purchasers or commit breach of any of the terms, covenants and conditions this agreement, allottees/purchasers shall not be entitled to make any claim against the Promoters/Builders herein whether by way of any losses, damages, compensation or otherwise the Promoters/Builders shall be at liberty to dispose off and sell the

Builder	Purchaser

- said flat to such a person and at such price as the Promoters/Builders may in their absolute discretion think fit.
- 2(i)In case the allottees/purchasers wishes to avail of loan from any bank or financial institution, he/she/they will approach the Promoters/Builders for their NOC for obtaining the said loan and will then approach the bank/financial institution for the same. The allottees/purchasers will inform the Promoters/Builders in advance if he/she/they wishes to transfer his/her/their existing loan obtained against the said flat from one financial institution or bank to another. In case the allottees/purchasers give false information regarding clearance of loan from one bank and/or does not inform the Promoters/Builders about subsequent loan obtained from another bank the earlier NOC given Promoters/Builders in this regard will stand invalid. Similarly, it will be the financial institution / bank responsibility to verify whether the allottees/purchasers has/have not taken multiple the said flat from various banks and Promoters/Builders in any way will not be responsible for the same.
- 3.1) The Promoters/Builders hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the Vasai-Virar City Municipal Corporation at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat to the Allottees/purchasers, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat.
- 3.2) Time is essence for the Promoters/Builders as well as the Allottees/purchasers. The Promoters/Builders shall abide by the time schedule for completing the project and handing over the Flat to the Allottees/purchasers and the common areas to the association of the Allottees/purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottees/purchasers shall make timely payments of the installment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction

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Builder	Purchaser

by the Promoters/Builders as provided in clause 2 (c) herein above. ("Payment Plan"). 4) The Promoters/Builders hereby declares that the Floor Space Index available as on date in respect of the project land is square meters only and Promoters/Builders has planned to utilize Floor Space Index of \_\_\_\_\_\_ 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. The Promoters/Builders has disclosed the Floor Space Index of \_ as proposed to be utilized by him on the project land in the said Project and Allottees/purchasers has agreed to purchase the said Flat based on the proposed construction and sale of Flat to be carried out by the Promoters/Builders by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters/Builders only. 5.1) If the Promoters/Builders fails to abide by the time schedule for completing the project and handing over the Flat to the Allottees/purchasers, the Promoters/Builders agrees to pay to the Allottees/purchasers, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottees/purchasers, for every month of delay, till the handing over of the possession. The Allottees/purchasers agrees to pay to the Promoters/Builders, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottees/purchasers to the Promoters/Builders under the terms of this Agreement from the date the said amount is payable by the allottees/purchasers to the Promoters/Builders. Without prejudice to the right of Promoters/Builders to charge 5.2) of sub clause 5.1 the interest in terms above, on Allottees/purchasers committing default in payment on due date of any amount due and payable by the Allottees/purchasers to the Promoters/Builders under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottees/purchasers committing three

defaults of payment of installments, the Promoters/Builders shall at his/her/their own option, may terminate this Agreement:

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

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

- 6) The fixtures and fittings with regard to flooring and sanitary fittings and amenitires to be provided by the promoter in the said building and the apartment as are set out in Annexure, annexed hereto
- 7) The Promoters/Builders may complete the said building or any part or portion thereof and give possession of the Flat to the Allottees/purchasers on or before 31st day of March 2028. If the Promoters/Builders fails or neglects to give possession of the Flat to the Allottees/purchasers on account of reasons beyond their control and of their agents by the aforesaid date then the Promoters/Builders shall be liable on demand to refund to the Allottees/purchasers the amounts already received by them in respect of the Flat with interest at the same rate as may mentioned in the clause 2(f)herein above from the date the

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Promoters/Builders received the sum till the date the amounts and interest thereon is repaid.

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

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

#### 8.1) PROCEDURE FOR TAKING POSSESSION -

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

8.2) The Allottees/purchasers shall take possession of the Flat within 15 days of the written notice from the Promoters/Builders to the Allottees/purchasers intimating that the said Flat is ready for use and occupancy.

### 8.3) FAILURE OF ALLOTTEES/PURCHASERS TO TAKE POSSESSION OF THE FLAT-

Upon receiving a written intimation from the Promoters/Builders as per clause 8.1, the Allottees/purchasers shall take possession of the Flat from the Promoters/Builders by executing necessary

Builder	Purchaser

indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters/Builders shall give possession of the Flat to the allottees/purchasers. In case the Allottees/purchasers fails to take possession within the time provided in clause 8.2 such Allottees/purchasers shall continue to be liable to pay maintenance charges as applicable.

- 8.4) If within a period of five years from the date of handing over the Flat to the Allottees/purchasers, the Allottees/purchasers brings to the notice of the Promoters/Builders any structural defect in the Flat or the building in which the Flat are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters/Builders at their own cost and in case it is not possible to rectify such defects, then the Allottees/purchasers shall be entitled to receive from the Promoters/Builders, compensation for such defect in the manner as provided under the Act.
- 9) The Allottees/purchasers shall use the Flat or any part thereof or permit the same to be used only for purpose of his/her/their residence. /The Allottees/purchasers shall use the or any part thereof or permit the same to be used only for purpose of his/her/their carrying on any legal business The Allottees/purchasers shall use the parking space only for purpose of keeping or parking vehicle (if allotted).
- 10) The Allottees/purchasers along with other allottees/purchasers(s)s of Flats/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/Builders 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/Builders within seven days of the same being forwarded by the Promoters/Builders to the Allottees/purchasers, so as to enable the Promoters/Builders to register the common organization of Allottees/purchasers. No objection shall be taken by the Allottees/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.
- 11.1) The Promoters/Builders shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Promoters/Builders and/or the owners in the said structure of the building or wing in which the said Flat is situated.
- 11.2) The Promoters/Builders shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Promoters/Builders in the project land on which the building with multiple wings or buildings are constructed.
- 11.3) Within 15 days after notice in writing is given by the Promoters/Builders to the Allottees/purchasers that the Flat is ready for use and occupancy, the Allottees/purchasers shall be liable to bear and pay the proportionate share (i.e. in proportion to the Saleable area of the Flat) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottees/purchasers shall pay to the Promoters/Builders such proportionate share of outgoings as may be determined. The Allottees/purchasers further agrees that till the Allottees/purchasers's share is so determined the Allottees/purchasers shall pay to the Promoters/Builders provisional monthly contribution of Rs. \_ \_ per month towards the outgoings. The amounts so paid by Allottees/purchasers to the Promoters/Builders shall not carry any

Builder					Purchaser	
		-	-		·	
interest	and	remain	with	the	Promoters/Builders	until

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

	dedu	ction provided for in this Agreement) shall be paid over by the
	Prom	noters/Builders to the Society or the Limited Company, as the
	case	may be.
12)	The	Allottees/purchasers shall on or before delivery of possession
	of th	e said premises keep deposited with the Promoters/Builders,
	the f	ollowing amounts: -
	(i)	Rs for share money, application entrance fee
		of the Society or Limited Company/Federation/ Apex body.
	(ii)	Rs for formation and registration of the
		Society or Limited Company/Federation/ Apex body.
	(iii)	Rs for proportionate share of taxes and other
		charges/levies in respect of the Society or Limited
		Company/Federation/ Apex body
	(iv)	Rs for deposit towards provisional monthly
		contribution towards outgoings of Society or Limited
		Company/Federation/ Apex body.
	(v)	Rs For Deposit towards Water, Electric, and
		other utility and services connection charges &
	(vi)	Rs for deposits of electrical receiving and Sub
		Station provided in Layout
13)	The	Allottees/purchasers shall pay to the Promoters/Builders a
	sum	of Rs for meeting all legal costs, charges and
	expe	nses, including professional costs of the Attorney-at-
	Law/	Advocates of the Promoters/Builders in connection with
	form	ation of the said Society, or Limited Company, or Apex Body or
	Fede	ration and for preparing its rules, regulations and bye-laws
	and	the cost of preparing and engrossing the conveyance or
	assig	gnment of lease.
l 4)	At th	e time of registration of conveyance or Lease of the structure of
	the t	ouilding or wing of the building, the Allottees/purchasers shall
	pay	to the Promoters/Builders, the Allottees/purchasers' share of
	stam	p duty and registration charges payable, by the said Society or
	Limit	ted Company on such conveyance or lease or any document or

Builder	Durchasar

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 Allottees/purchasers shall pay to the Promoters/Builders, the Allottees/purchasers' 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 favor of the Apex Body or Federation.

## 15) REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS/BUILDERS-

## The Promoters/Builders hereby represents and warrants to the Allottees/purchasers as follows:

- The Promoters/Builders have 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/Builders 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 except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoters/Builders has been and

Builder	Purchaser

- 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/Builders 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 Allottees/purchasers created herein, may prejudicially be affected;
- vii. The Promoters/Builders have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Flat which will, in any manner, affect the rights of Allottees/purchasers under this Agreement;
- viii. The Promoters/Builders confirms that the Promoters/Builders are not restricted in any manner whatsoever from selling the said Flat the Allottees/purchasers in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of allottees/purchasers the Promoters/Builders shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees/purchasers;
- x. The Promoters/Builders have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoters/Builders in respect of

Builder	Purchaser

the project land and/or the Project except those disclosed in the title report.

- The Allottees/purchasers or himself/herself/themselves with intention to bring all persons into whosoever hands the Flat/Office may come, hereby covenants with the Promoters/Builders as follows:
  - i. To maintain the Flat at the Allottees/purchasers' own cost in good and tenantable repair and condition from the date that of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat is situated which may be against the rules, regulations or byelaws or change/alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.
  - ii. Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Allottees/purchasers in this behalf, the Allottees/purchasers shall be liable for the consequences of the breach.
  - iii. To carry out at Allottees/purchasers 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/Builders to the Allottees/purchasers 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

Builder	Purchaser

to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottees/purchasers committing any act in contravention of the above provision, the Allottees/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 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/Builders and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the project land and the building in which the Flat is situated.
- vii. Pay to the Promoters/Builders within fifteen days of demand by the Promoters/Builders, Allottees' share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat is situated.

Builder	Purchaser

- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat by the Allottees/purchasers for any purposes other than for purpose for which it is sold.
  - ix. The Allottees/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 until all the dues payable by the Allottees/purchasers to the Promoters/Builders under this Agreement are fully paid up.
  - x. The Allottees/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/Offices 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 Allottees/purchasers shall also observe and perform all the stipulations and conditions laid down bv 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 outgoings in accordance with the terms of this Agreement.
  - xi. Till a conveyance of the structure of the building in which Flat is situated is executed in favor of Society/ Limited Society, The Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all responsible times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- xii. Till a conveyance of the project land on which the building in which Flat is situated is executed in favor of Apex Body or

Builder	Purchaser

Federation, the Allottees/purchasers shall permit the Promoters/Builders 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.

- 17) The Promoters/Builders shall maintain a separate account in respect of sums received by the Promoters/Builders from the Allottees/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.
- 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 Plot and Building or any part thereof. The Allottees/purchasers 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/Builders 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.

## 19) PROMOTERS/BUILDERS SHALL NOT MORTGAGE OR CREATE A CHARGE-

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

#### 20) **BINDING EFFECT-**

Forwarding this Agreement to the Allottees/purchasers by the Promoters/Builders does not create a binding obligation on the part of the Promoters/Builders or the Allottees/purchasers until, firstly, the Allottees/purchasers signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the

Builder	Purchaser

Payment Plan within 30 (thirty) days from the date of receipt by the Allottees/purchasers and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoters/Builders. If the Allottees/purchasers(s) fails to execute and deliver to the Promoters/Builders this Agreement within 30 (thirty) days from the date of its receipt by the Allottees/purchasers and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters/Builders, the Promoters/Builders shall serve a notice to the Allottees/purchasers for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottees/purchasers, application of the Allottees/purchasers shall be treated as cancelled and all sums deposited by the Allottees/purchasers in connection therewith including the booking amount shall be returned to the Allottees/purchasers without any interest or compensation whatsoever and deducting Government taxes.

#### 21) **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, as the case may be.

#### 22) RIGHT TO AMEND-

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

# 23) PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEES/PURCHASERS / SUBSEQUENT ALLOTTEES/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 Allottees/purchaserss of the Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

#### 24) **SEVERABILITY-**

Builder	Purchaser

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

#### 25) <u>METHOD OF CALCULATION OF PROPORTIONATE SHARE</u> WHEREVER REFERRED TO IN THE AGREEMENT-

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

#### 26) **FURTHER ASSURANCES-**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order 1939 to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

#### 27) PLACE OF EXECUTION-

The execution of this Agreement shall be complete only upon its execution by the Promoters/Builders through its authorized signatory at the Promoters/Builders' Office, or at some other place, which may be mutually agreed between the Promoters/Builders and the Allottees/purchasers, in one month after the Agreement is duly executed by the Allottees/purchasers and the Promoters/Builders or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar of

Builder	Purchaser

- Assurances. Hence this Agreement shall be deemed to have been executed the Sub-Registrar of Assurances at VASAI.
- 28) The Allottees/purchasers and/or Promoters/Builders 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 Promoters/Builders will attend such office and admit execution thereof.
- 29) That all notices to be served on the Allottees/purchasers and the Promoters/Builders as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottees/purchasers or the Promoters/Builders by Registered Post A.D and notified Email ID/Courier at their respective addresses specified below:

Name	of	Allottees/purchasers:
		_
Allottees/purchasers'		Address

Name of Promoters/Builders: M/S. MUKUNDAN INFRA.

Promoters/Builders Address: <u>001 Maruti Chambers, Near S t Depot, Vasai West, Palghar 401202.</u>

It shall be the duty of the Allottees/purchasers and the Promoters/Builders 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 Promoters/Builders or the Allottees/purchasers, as the case may be.

#### 30) JOINT ALLOTTEES/PURCHASERS-

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

consider as pro	perly served on	all the Allot	tees/purchasers	s.
Builder			Purchaser	

- 31) In the event of the said project land or any part portion thereof being notified for future road set back the Promoters/Builders shall be entitled to receive the compensation and/or such other benefit that may be provided by the authorities concerned for such set back. The allottees/purchasers will not object to the handover of road setback to the concerned authority.
- 32) The Promoters/Builders' right to amalgamate the said project land with adjoining property and is entitle to benefit to extra / additional / balance FSI/TDR and the benefits and advantages available to the said project land under DCR and in that event the Promoters/Builders have right to use way on the said project land to the adjoining property.
- 33) The allottees/purchasers in case of a Partnership Firm, will furnish a copy of the Partnership Deed and the names and address of the present partners and undertake to furnish in writing to the Promoters/Builders the names of Partner/s for the time being constituting the firm, in the event of there being any change therein. In case the Allottees/purchasers is/are a company, then the copy Memorandum and Articles of Association of the Company and a Board Resolution authorizing the signatory to sign and execute this agreement for sale on behalf of the company shall be furnished to the Promoters/Builders before execution of this agreement. In case of allottees/purchasers is a Trust; the allottees/purchasers will furnish a copy of trust deed and the name of all the trustees and beneficiaries under the Trust. In case the allottees/purchasers is HUF, the allottees/purchasers will furnish all the names of the members of the HUF and the list of minors in the HUF.

#### 34) STAMP DUTY AND REGISTRATION-

The charges towards stamp duty and Registration of this Agreement shall be borne by the allottees/purchasers.

#### 35) **DISPUTE RESOLUTION-**

Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the RERA Authority as per the provisions of the Real Estate

Builder		Purchaser	

(Regulation and Development) Act, 2016, Rules and Regulations, there under.

#### 36) **GOVERNING LAW-**

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

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Vasai in the presence of attesting witness, signing as such on the day first above written.

#### FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT piece and parcel of freehold non-agricultural land bearing **Survey No 132/A admeasuring 3990 Square Metres**, lying, being and situated at village – **NILEMORE**, Taluka - **VASAI**, District - **PALGHAR**, within the limits of Vasai-Virar City Municipal Corporation and within the jurisdiction of the Sub-Registrar at Vasai.

# SECOND SCHEDULE ABOVE REFERRED TO: ALL THAT FLAT NO. \_\_\_\_ on \_\_\_ FLOOR, WING\_\_\_\_, having carpet area admeasuring \_\_\_\_ SQUARE FEET equivalent to \_\_\_\_ SQUARE METERS i.e. Built-up area admeasuring \_\_\_\_ SQUARE FEET equivalent to \_\_\_\_ SQUARE METERS, in building known as "MUKUNDAN ASTRIA" with proportionate share of common area and facilities appurtenance to the said premises.

Builder	Purchaser

Builder	Purchaser
Signature	)
Signature	)
2. Name	)
Signature	)
1. Name	)
in the presence of WITNESSES:	)
2.	1
1	1
Within named of "THE ALLOTTEES	S/PURCHASERS")
SIGNED AND DELIVERED BY THE	)
Signature	)
2. Name	)
Signature	)
1. Name	)
in the presence of WITNESSES:	)
MR. KUNAL RAVI MUKUND	)
(tinough its uncetor Runar Ravi i	nunui,
M/s Mukundan Lifespace Pvt. Ltd (through its director Kunal Ravi I	
(through its Partner)	)
M/S.MUKUNDAN INFRA.	
Within named of "THE PROMOTER	RS/BUILDERS" )
SIGNED AND DELIVERED BY THE	)

#### **RECEIPT**

	<b>RECEIVED</b> on	or bef	ore the	execution	hereof, from
Allott	tees/purchasers abo	ove name	d a sum	of <b>Rs.</b>	<b>/-</b> (Rupees
		ONL	<b>Y</b> ) towar	rds Earnest	Money/Part
paym	ent by way of cash	h/ cheque	es in respe	ect of <b>FLAT N</b>	<b>O.</b> on
	FLOO	<b>OR</b> , in the	following r	nanner: -	
		PAYMEN'	T SCHEDU	<u>ILE</u>	
<u>Sr.</u>	Cash/Chequ	<u>1e</u>	Cheque	<u>Date</u>	Amount
<u>No.</u>	(Bank Name	<u>e)</u>	<u>No.</u>		Rs.Ps.
1.					
2.					
				We say rece	eived.
				M/S.MUKA	NDAN INFRA.
			,	m - D - /	/D '11
				The Promoters,	/Builders
WITN	IESSES:				
1					
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	Builder			Purchasei	•