

AGREEMENT FOR SALE



BETWEEN

M/S. AAYUSH DEVELOPERS

AND

- 1) _____ &
2) _____

SCHEDULE OF PROPERTY

Flat No. ___, on the __ floor,
Of the building known as “AAYUSH POORNIMA”
in the Society known as
GANDHARI CO–OPERATIVE HOUSING SOCIETY LTD.,
Situated on Survey No. 14-A(PART), CTS 366/14, Plot No. 47,
Swastik Park, Chembur, Mumbai-400 071.

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AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made at **Mumbai** on this _____ day of JUNE 2018.

BETWEEN

M/S. AAYUSH DEVELOPERS (PAN NO. AASFA0857H), A registered Partnership Concern, through its Partner and representative Mr. Arun Govind Jadhvani having its registered office at 1301, Safal Heights-1, V. N. Purav Marg, Moti Baug, Chembur, Mumbai 400071, hereinafter called **“THE DEVELOPERS”** (which expression shall unless repugnant to the context or meaning thereof mean and include the partners or partner for the time being of the firm, the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner and their his or her assigns) of the **FIRST PART**;

AND

1) _____, having PAN No. _____ Age __ years, 2) MRS. _____ having PAN No. _____, Age __ years, an Indian Inhabitant/s having their address at presently residing at _____

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 individual or individuals, his, her or their respective heirs, legal representatives, executors, administrators, successors and permitted assigns, of the **SECOND PART**;

WHEREAS:

- A. By a Development Agreement dated 11.12.2014 executed by and between the Society and the Developers, registered with the Office of Sub- Registrar of Assurances at Kurla under the Serial No. KRL3-10244-2014 dated 16.12.2014 **(‘the said Development Agreement’)**, the Society granted the Development rights of its Property, being Plot No. 47 bearing Survey No. 14 – A (part) corresponding to CTS No. 366/14 admeasuring 959.5 Sq. Mtrs. along with building structure standing thereon namely Poornima, situated at Village Chembur, Taluka Kurla, Bombay Suburban District in the Registration Sub- district of Bombay City **(‘the said Property therein and the said Building therein respectively’)** and more particularly described at First Schedule thereunder written which is the same as First Schedule hereunder written, unto the Developers, upon terms and conditions as more particularly stated therein. The copy of the Index- II is hereto annexed and marked as **“ANNEXURE – A”**.

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- B. By a Power of Attorney dated 13.12.2014 (**‘the said Power of Attorney’**) executed by the Society in favour of the Developers and registered with the office of the Sub-Registrar of Assurances at Kurla under Serial No. Kurla 3-10245-2014 dated 16.12.2014, the Society granted various powers to the Developers for the purpose of constructing a new building on the property including right to sell and/or deal with balance flats together with allotment of parking spaces, save and except and only after the allotment of the respective Flats areas reserved for the members under the said Development Agreement. The copy of the receipt is hereto annexed and marked as **“ANNEXURE-B”**.
- C. During the process of taking Search of the Title in respect of the said Property, it had come to the knowledge of the Parties herein that in the Receipt / Document of Registration of the said Development Agreement as well as in the Index – II records, the CTS number of the said Property was, by inadvertence, described and recorded as ‘366/4’ instead of its correct No. ‘366/14’. Further, in the Receipt / Document of Registration of the said Development Agreement as well as in the Index – II records, the details of the Village of the Society’s property is described and recorded, by inadvertence, as ‘Vadhavli’, instead of Village ‘Chembur’. The Parties therefore executed the Deed of Rectification for rectifying the errors in respect of CTS No. and Village of the Property, as recorded and reflected in the Receipt / Document of Registration of the said Development Agreement as well as in the Index – II records, by describing its correct CTS No. and Village in the Schedule thereunder written, as aforestated. The copy of Deed of Rectification duly registered with the office of the Sub-Registrar of Assurances at Kurla under the Serial No. Kurla 5-13206-2017 dated 10.11.2017 is hereto annexed and marked as **“ANNEXURE – C”**.
- D. Vide clause 2 of the said Development Agreement entered by and between the Society and the Developers, the development potential of the said property, as available under the applicable provisions of law, so also agreed and confirmed by the parties thereto, was 2591.73 Sq. Mtrs. Floor Space Index (FSI).
- E. In pursuance of the clauses stipulated and contemplated under said Development Agreement, the Developer has complied with its obligations including obtaining necessary permissions from all the Concerned authorities, demolition of the old building namely Poornima, and commencement of the construction of the new building in accordance with the permission granted by the Concerned authorities.
- F. During the process of compliance of various obligations as stipulated and contemplated in the said Development Agreement, the Government of Maharashtra through Urban

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Development Department has issued Notification, being Notification No. TPS-1813/3067/CR122/MCORP/12/UD-13, under section 37(IAA) (c) of the Maharashtra Regional and Town Planning Act, 1966, by which Notification the provision of the Regulation 34 of the Development Control Regulations of the Greater Mumbai, 1991, was amended/ modified ('the said Notification').

- G. Upon surrender of the setback area of 43 (Forty-three) sq. mtrs. of the said Property for road widening to the appropriate authorities, as recorded in the said Development Agreement, and by necessary implications and the effects of the said Notification issued by the Government of Maharashtra as mentioned in Clause F hereinabove and also by virtue of the other relevant provisions of law as on today the development potential is approximately 2969.46 (Two Nine Six Nine Point Four Six) Square meters Built Up Area.
- H. As per the Height restrictions imposed by the Airport Authorities / Civil Aviation Department, the development potential presently to be utilised on the said property is 2831.73 Sq. mtrs. FSI ('the Aggregate Development Potential'), as against 2591.73 sq. mtrs. FSI, as was then available and recorded in the said Development Agreement, that is to say the excess area of 240 sq. mtrs. FSI Built Up Area {2831.73 sq. mtrs. FSI Built Up Area (Aggregate Development Potential Area available by virtue of the effects of the said Notification)) – 2591.73 sq. mtrs. FSI Built Up (Development Potential Area as per Development Agreement) [the said Additional Floor Space Index (FSI) Area].
- I. In view of the above provisions of the said Notification, as mentioned in Clause F, G and H hereinabove, the Society became the owner of said Additional FSI as available on the said Property.
- J. In the aforesaid backdrop, the Developer has approached the Society for purposes of grant of development rights in respect of the said Additional FSI area that is to say of 240 (Two hundred forty) sq. mtrs. FSI is presently to be utilised on the said property, and that the Society has agreed to grant the development rights in respect of the said additional FSI Area of 240 (Two hundred forty) sq. mtrs. to the Developers.
- K. The said Development Agreement was therefore amended for recording the grant of development rights in respect of the said additional FSI Area of 240 (Two hundred forty) sq.mtrs.in favour of the Developers, by entering and executing the Supplementary Agreement dated 8th March 2018 to the Development Agreement, upon the terms and conditions as there under written. The copy of the Index- II of the Supplementary Deed to the Development Agreement duly registered with the office of the Sub-Registrar of

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Assurances at Mumbai under the Serial No. KRL-5-3060-2018 dated 8th March 2018 is hereto annexed and marked as **“ANNEXURE–D”**. In pursuance to the said Supplementary Deed to the Development Agreement, the Developers’ FSI to be utilized by the Developers to construct additional Flats in the said New Building **‘Aayush Poornima’** as Developers’ Portion, has increased to 1273.76 sq. mtrs. built up. The Aggregate Development Potential i.e. 2831.73 Sq. Mtrs. minus Society Retained FSI as per DA i.e. 1557.97 Sq. Mtrs. Built up Area. (hereinafter referred to as the **“Society Retained FSI”**.)

- L. The IOD under reference No. E.B./CE/6776/BPES/AM dated 21.08.2015 issued by MCGM to construct a building thereon for residential use subject to the terms and conditions as contained therein and thereby approved plans in respect of the said building to be constructed on the said property plans for the same building up to Stilt + Podium + 1st to Part 13th upper Floors was approved on 05.08.2017 Plinth Commencement Certificate was issued on 20.02.2016 and further granted the Commencement Certificate was issued on 11.08.2017 as per amended plans dated 05.08.2017 bearing Reference No. CHE/ES/1616/M/W/337(NEW) issued by the Building Proposal Department of MCGM on the said property. The copy of The Intimation of Disapproval and Copy of Commencement Certificate Hereto annexed and marked as **“ANNEXURE-E”** is the copy of the I.O.D. and **“ANNEXURE-F”** is the Copy of the Commencement Certificate.

- M. The Re-development of the said Property together with Building standing thereon namely Poornima, as contemplated by the said Development Agreement, inter alia, involves: (i) demolition of the said Building namely ‘Poornima’, (ii) development and construction of the New Building ‘Aayush Poornima’ together with the Common Areas & Amenities and the Limited Common Areas & Amenities, by utilisation of the Aggregate Development Potential, (iii) development and construction of the Members’ Flats together for the benefit of the Society and the Members, by utilization of the Society’s Retained FSI, (iv) allotment of the Members’ Car-parking Spaces, (v) development and construction of the Flats constructed by the Developers being the Developers’ Premises constructed out of “Developers’ Portion” of the Aggregate FSI and Development Potential of the said Property, as amended by the Supplementary Deed to the Development Agreement (**‘the Developers’ Flats herein’**) and the Developers’ Parking Spaces by utilization of the Developers’ Portion, (vi) sales of the Developers’ Flats, and allotment of Developers’ Parking Spaces, under the applicable provisions of Law, and/or the grant of leases, tenancies, licenses, and/or any other alienation or dispose of such Developers’ Flats and Developers’ Parking Spaces, as the Developers deems fit, in its discretion, and (vii)

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admission, by the Society, of the purchasers/allottees of Developers Flats and Developers' Parking Spaces as members (hereinafter referred to as the **"Project"**).

- N. The Developers have the sole and exclusive right to sell the Developers' Flats, and also allot car parking spaces not reserved for Members of the Society in the new Building **"AAYUSH POORNIMA"**, as stipulated in the said Development Agreement entered by and between the Society and the Developers, and also by virtues of powers as conferred by the Society to the Developers under the said Power of Attorney.

- O. The Developers have availed Construction Finance from Reliance Home Finance Limited and have mortgaged the Developers' flats with Reliance Home Finance Limited vide "Indenture of Mortgage" registered with the Office of Sub- Registrar of Assurances at Kurla under the Serial No. KRL5-2034-2018 dated 14.02.2018 and "Addendum to Mortgage Deed" registered with the Office of Sub- Registrar of Assurances at Kurla under the Serial No. KRL5-4512-2018 dated 03.04.2018. The developers have now obtained a "No Objection Certificate" (NOC) from Reliance Home Finance Limited exclusively for the registration of **Flat No. ____**, admeasuring **____ sq. mtrs.** (as per the definition of Rera Carpet area provided in RERA) on the 3rd **floor** of "Aayush Poornima". The said NOC is hereto annexed and marked **"ANNEXURE – G"**

- P. The Developer has appointed the Project Architect namely Mr. B.H. Wadhwa, who is registered with the council of Architects, to develop, design and draw layout specifications for the construction of the said New building **'AAYUSH POORNIMA'**. The Developers has also appointed structural engineers Mr. K. H. Motwani for the preparation of the structural design and drawings of the buildings. The Developers shall ensure the professional supervision of the Architects and the structural Engineers till the completion of the building/s in respect of the design and execution of the Project.

- Q. The Developers have obtained the Certificate of Title issued by Solicitor Shri. Devender K. Ailawadi, the copy thereof is hereto annexed as **"ANNEXURE – H"**.

- R. The Developers has registered the Project under the provisions of the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "RERA") with the Real Estate Regulatory Authority at Mumbai bearing MahaRERA Registration Certificate No. P51800002056; the copy thereof is annexed hereto and marked as **"ANNEXURE - I"**.

- S. The Developers have, inter alia, obtained the approvals of the plans, the specifications, elevations, sections from the concerned authority(s), in respect of the said New Building **'Aayush Poornima'**, and that the Developers are in the process of obtaining other

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relevant approvals from other Concerned authorities, as required in accordance with relevant provisions of Law, for the purposes of obtaining the Occupancy Certificate of the said New Building **‘Aayush Poornima’**.

- T. Accordingly, the Developers have commenced the construction of the said New Building **‘Aayush Poornima’** in accordance with the said proposed plans duly approved and sanctioned by the Concerned Authorities. Whilst sanctioning the said plans, in respect of construction of the said New Building **‘Aayush Poornima’** on the said Property (the said Property is more particularly described in First Schedule of the said Development Agreement), the respective Concerned Authorities had laid down certain terms, conditions, stipulations and restrictions which have to be observed and performed by the Developers for the purpose of and in respect of construction of the said New Building **‘Aayush Poornima’**, on the said Property. Only upon due observance and performance of conditions stipulated by the Concerned Authorities, the Concerned Authority shall grant the completion and occupation certificates in respect of the said New Building.
- U. In the said backdrop, the Purchaser/s has/have approached and applied to the Developers for allotment of the Flat (constructed out of the Developers’ Portion as amended by the Supplementary Deed to the Development Agreement), to the Purchaser/s, with the benefit of the use of the Parking Space/s (out of the Developers Parking Spaces) as amenity thereto.
- V. In this regard, the Purchaser/s has/have demanded from the Developers, and the Developers have provided to the Purchaser/s, inspection of all the material and relevant documents and records relating to the said Property, as well as the current Plans and Approvals as required to be disclosed under the provisions of RERA, in respect of the Project.
- W. The Purchaser/s has/have thus satisfied himself/herself/themselves/itself in respect thereof, including the title of the Society to the Property, and the Developers right to re-develop the Property and the Building standing thereon namely ‘Poornima’; and that no further objection and/or requisition or any further investigation in respect of the Society’s title to the Property, and the Developers right and entitlement to re-develop the said Property and its title to the Developers’ Portion Flats and Developers Parking Spaces, shall be raised by the Purchaser/s in any manner henceforth, in respect thereof.
- X. The Purchasers have applied to the Developers for allotment of a Flat being **Flat No. ____**, admeasuring **_____ sq. mtrs** (as per the definition of Rera Carpet area in **RERA**), situated

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in the New Building “**AAYUSH POORNIMA**” being constructed out of the Developers’ Portion, as amended by the Supplementary Deed to the Development Agreement. The authenticated copies of the floor plans and specification of the said Flat agreed to be purchased by the Purchaser, as sanctioned and approved by the Concerned Authority, have been marked and annexed hereto and marked as “**ANNEXURE-J**” and that the said Flat is more particularly described and set out in the **SECOND SCHEDULE** hereunder written.

- Y. Based upon the agreements, confirmations and undertakings of and applicable to the Purchaser/s herein, including to observe, perform and comply with all terms, conditions and provisions of this Agreement, the Developers have agreed to allot and sell the Flat to the Purchaser/s, strictly upon and subject to the terms, conditions and provisions hereof.
- Z. Under the provisions of the RERA & Rules framed thereunder, the Parties are required to execute an Agreement for Sale, being this Agreement, and to register the same under the provisions of the Indian Registration Act, 1908.

NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETOAS FOLLOWS:

1. The recitals to this Agreement shall form part and parcel of the operative part of this Agreement as if the same are specifically incorporated herein. The Developers shall construct the said new Building known as “AAYUSH POORNIMA” consisting of Stilt + Podium + Fourteen upper floors on the said property in accordance with the sanctioned plans, designs, specifications as per the then prevailing Development Control Regulations and as approved by the Concerned Authorities from time to time. Provided that the Developer shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the Flat of the Purchaser except any alteration or addition required by any Government authorities or due to change in law.
2. The Purchaser agrees to purchase from the Developers and the Developers hereby agree to sell to the Purchaser the said Flat being **Flat No. ____**, Rera Carpet area admeasuring **_____ sq. mtrs.** (as per the definition of Rera Carpet area provided in RERA) on the **_____ floor** as shown in the floor plan thereof hereto annexed and marked “**ANNEXURE-J**” in the building “**AAYUSH POORNIMA**” for the total aggregate consideration of **Rs. _____/- (Rupees _____ only)** along with **_____ covered/open/dependable stack car parking, with the right to use the common area,**

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open areas attached to the said Flat as well as the amenities and facilities in the said building. The said Flat agreed to be sold hereunder are more particularly described in the “**SECOND SCHEDULE**” hereunder written.

3. The Purchaser 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 Developer the balance amount of **Rs. _____/- (Rupees _____ only)** in the following manner: -

SCHEDULE OF PAYMENT

Sr. No	PARTICULARS	PERCENT	AMOUNT
1	ADVANCE PAYMENT / APPLICATION FEE	10%	
2	AFTER EXECUTION OF THE AGREEMENT	20%	
3	ON COMPLETION OF PLINTH	3%	
4	COMPLETION OF 1ST SLAB	3%	
5	COMPLETION OF 2ND SLAB	3%	
6	COMPLETION OF 3RD SLAB	3%	
7	COMPLETION OF 4TH SLAB	3%	
8	COMPLETION OF 5TH SLAB	3%	
9	COMPLETION OF 6TH SLAB	3%	
10	COMPLETION OF 7TH SLAB	3%	
11	COMPLETION OF 8 TH SLAB	2%	
12	COMPLETION OF 9 TH SLAB	2%	
13	COMPLETION OF 10 TH SLAB	2%	
14	COMPLETION OF 11 TH SLAB	2%	
15	COMPLETION OF 12 TH SLAB	2%	
16	COMPLETION OF 13 TH SLAB	2%	
17	COMPLETION OF 14 TH SLAB	2%	
18	COMPLETION OF TERRACE SLAB	2%	
19	COMPLETION OF BRICK WORK, INTERNAL PLASTER, FLOORINGS, DOORS etc. OF THE FLAT	5%	
20	COMPLETION OF SANITARY FITTINGS, STAIR CASES, LIFT WELLS, LOBBIES etc. UPTO FLOOR LEVEL OF FLAT	5%	
21	COMPLETION OF EXTERNAL PLUMBING, EXTERNAL PLASTER, WATERPROOFING etc.	5%	
22	COMPLETION OF LIFTS, WATER PUMPS, ELECTRICAL FITTINGS, etc.	10%	
23	AT THE TIME OF POSSESSION	5%	
	TOTAL		

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- 4. The Total Price above excludes Taxes (consisting of tax paid or payable by the Developer by way of Centre Goods and Service Tax (CGST), State Goods and Service (SGST), Integrated Goods and Service Tax (IGST) or any other similar taxes which may be levied, in connection with construction of and carrying out Project payable by the Developer) up to the date of handing over the possession of the Flat.
- 5. The total price is escalation-free, save and except escalations/increases, due to increase on account of property tax, development charges or betterment charges, premium or security deposits, Land Under Construction (LUC) and/or any other increase in charges which may be levied or imposed by competent authority Local Bodies/Government from time to time. The Developer agrees that while raising a demand on the purchaser for increase in property tax, development charges or betterment charges, premium or security deposits, Land Under Construction (LUC), cost, or levies imposed by the competent authorities etc., the developer shall enclose the said challans/receipts/notification/order/rule/regulation published/issued in the behalf to that effect along with the demand letter being issued to the purchaser, which shall only be applicable on subsequent payments which shall be payable by the Purchaser(s) only.
- 6. In addition to the purchase price and the charges and deposits mentioned hereinabove, the Purchaser/s doth/do and each of them doth hereby agree/s to pay/reimburse to the Developer on demand his/her/their proportionate share of increased development charges or other charges/deposits as mentioned above in case the Municipal Corporation or the Concerned Authority/Government claims the same either due to any change in the Laws, Rules, Bye-laws or otherwise for any reason whatsoever.
- 7. The Developers shall confirm the final Rera Carpet area that has been allotted to the Purchaser(s) by way of obtaining Architect’s certificate after the construction of the said Project is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Rera Carpet area, subject to a variation cap of 3% (three percent). The total price payable for the Rera Carpet area shall be recalculated upon the Developers confirmation. If there is any reduction in the Rera Carpet area above the defined limit, then the Developer shall refund the excess money paid by the Purchaser(s) within 45 days (forty-five) without any interest. If there is any increase in the Rera Carpet area allotted to the Purchaser(s), the Developers shall demand additional amount from the Purchaser(s) as per the schedule of payment. All these monetary adjustments shall be made at the same rate per square meter as agreed in the Clause 2 hereinabove.
- 8. The Purchaser/s hereby agree to pay all the amounts (including interest) payable under

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the terms of this Agreement as and when it becomes due and payable, time for the payment of each installment being the essence of this Agreement. Dispatch of demand letter by email at the email address provided by the Purchaser or / and by post/ courier at the address provided by the Purchaser, shall be deemed as receipt of the same by the Purchaser, the Purchaser shall not claim non-receipt of the demand letter as a plea, or an excuse for nonpayment of any amount or amounts on their respective due dates.

9. Time shall be the essence of contract for all payments/deposits to be made by the Purchaser/s under this Agreement and at law. The Purchaser/s hereby agree and undertake to pay each and every installment within 7(SEVEN) days from the date of demand by the Developers. Without prejudice to the above, if the Purchaser/s fails to make the payment within a period of 7(SEVEN) days or levied mentioned in the demand letters/emails, then and in such an event, the Purchaser/s agrees to pay to the Developers interest on all the amounts outstanding under the terms of this Agreement at the rate of 18% (EIGHTEEN PERCENT) per annum on the amounts due and falling in arrears and it is specifically agreed that the amount received by Developer will be first appropriated towards interest receivable by the Developer. However, the Purchaser agrees that the demanded installment shall not be delayed for more than 15(FIFTEEN) days from its due date and if thereafter, still the installment is not paid, then and in such event the Developers shall have the absolute right to rescind this agreement.
10. In the event that, (i) The Purchaser terminates this agreement for any reason whatsoever excluding any termination due to a default of the Developer under RERA, or (ii) The Purchaser/s committing default in payment of any amount due and payable under this Agreement and/ or (iii) the Purchaser/s committing breach/es of any of the terms and conditions herein contained, the Developers shall be at liberty to terminate this agreement.
11. Provided that, in above events in clause 10 (ii) and (iii), the Developer shall give notice of fifteen days in writing, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, of his intention to terminate this Agreement and of the specific breach/es of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach/es mentioned by the Developer within the period of notice then at the end of such notice period, Developer shall be entitled to terminate this Agreement.
12. Provided further that upon termination of this Agreement as aforesaid, the Developers shall forfeit the advance payment or application fee deposited under the agreement as adjustment towards liquidated damages. It is agreed that the upon such termination,

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the Purchaser shall sign, execute, and register a Deed of Cancellation with respect to the said Flat. In the event Purchaser fails to do so, the Developers shall be entitled to retain the entire amounts collected by the Purchaser as stated above and the Purchaser shall not have entitled to claim any right, title and/or interest over the said Flat. It is agreed that the Developers shall not be liable to pay to the Purchaser/s any interest on the amount refunded upon termination of this agreement irrespective of whether the Purchaser executed the Deed of Cancellation or received the refund amount. Further, the Developers shall not be liable to reimburse to the Purchaser any charges such as stamp duty, registration charges, GST, CGST, SGST, IGST, TDS or any other Government Charges. The Purchaser shall seek refund of all taxes paid to the Developer directly from the statutory authorities. The Developers may provide all supporting documents as required by the Purchaser to facilitate them to receive such refunds directly from the statutory authorities. Upon the termination of this agreement, under this clause, the Developers shall be at liberty to sell the said flat to any other person of their choice and at such price as the Developers may deem fit and the purchaser shall not object to the same.

- 13. The Developers shall have first lien and charge on the said Flat agreed to be acquired by the Purchaser in respect of any unpaid amount payable by the Purchaser to the Developer hereunder. It is essential and integral term and condition of this agreement, that only payment of the entire consideration and all other amounts, charges, dues, outgoings etc. payable hereunder, having been paid on its respective due dates without any default by the purchaser to the developer (and not otherwise), will the Purchaser be entitled to claim any rights, against the developer under this agreement and/or in respect of the said Flat.
- 14. The fixtures, fittings and amenities to be provided by the Developers in the said building and the Flat are those that are set out in the **“ANNEXURE-K”** hereunder written and the Purchaser/s confirms that the Developers shall not be liable to provide any other specifications, fixture, fittings and amenities in the said Flat.
- 15. The Developers hereby agree to observe, perform and comply with all the terms, conditions, stipulations, 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 to the Purchaser, obtain from the concerned local authority occupation and/or completion certificates in respect of the same.
- 16. It is expressly agreed that the right of the purchaser under this agreement or otherwise is restricted only to the said Flat subject to the payment all the amounts and subject to

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the compliance of all other terms and conditions hereof by the purchaser. All other unsold Flat/s, parking/s, rights for reserved allocation of car/vehicle parks and portion or portions of the building for the said purpose with right to transfer such reserved rights with the said Flat, including licenses for use of any open spaces, terraces in the building and in respect of the property shall be the sole and absolute property and rights/ entitlements of the developer until the last flat is sold and all parking's belonging to the developers portion are allotted to the prospective customers. The only obligation of the Developers shall be to provide in or above the open terrace space for water storage tank and/or for lift machinery and to permit access thereto to the existing member of the society and other Purchasers.

- 17. It is expressly agreed that the purchaser of the Flat will be enrolled as member/s of the existing society without any premium, transfer charges or donation but subject to the payment of Rs. 650/- (Rupees Six Fifty Only) as share money, application, entrance and membership fees subject to the purchaser/s agreeing to abide by the rules, regulations and bye-laws of the Society.
- 18. Upon completion of the said building being constructed on the said property, the developer shall permit the purchaser to use the said Flat upon being intimated by the developers to take the possession of the said Flat.
- 19. The Developer shall give the possession of the Flat to the Purchaser on or before **30th DAY OF JUNE 2019** ('Date of Possession'). If the Developer fails or neglects to give possession of the Flat to the Purchaser on account of reasons beyond his control and of his agents by the aforesaid date then the Developer shall be liable on demand to refund to the Purchaser the amounts already received by him in respect of the Flat with interest at the same rate as mentioned in the clause 9 hereinabove from the date the Developer received the sum till the date the amounts and interest thereon is repaid:

PROVIDED that the Developer shall be entitled to reasonable extension of time being a period of 12 months over and above the said date of possession.

Provided however, that the developer shall also be entitled to further reasonable extension of time for giving possession of the Flat on the aforesaid date, if the completion of the building in which the Flat is to be situated is delayed on account of:

- (a) Non-availability of steel and/or cement or any such building material or by reason of war, civil commotion or any act of God or any prohibitory order of any court against development of property or
- (b) Any notice, order, rules, notification of the Government and/or other public or

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competent authority / court or

- (c) Changes in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development and the project; or
- (d) Delay in grant of any NOC/permission/license/connection for installation of any services, such as lifts, electricity and water connections and meters to the project/Flat/road or completion certificate from Concerned authority; or
- (e) Economic downturn
- (f) Any other eventuality or event, which is beyond the control of the developer.
- (g) Any restrain and / or injunction and / or prohibition order of court and / or any other judicial or quasi-judicial authority and / or any statutory authorities.
- (h) Any delay in getting the occupation certificate from the concerned authorities.
- (i) Any delay caused due to MCGM, office of the collector.
- (j) Delay or default in payment of dues by the purchaser under these presents (without prejudice to the right of the Developers to terminate this agreement under clause 10 mentioned hereinabove),

In that event the period of possession will automatically stand extended. In the event of Force Majeure OR Lis Major the time period of the said event shall be excluded for the time period specified of handing over the possession.

- 20. The Purchaser shall take possession of the Flat upon the said Flat being ready for use or occupancy certificate from the competent authority and payment of the balance consideration amount and other amounts payable under this agreement within 2(Two) Months from the date of issue of such notice to the Purchaser intimating that the said Flat is ready for use and occupancy
- 21. If within a period of Three years from the date of making available the said Flat to the Purchaser/s for fit outs or such other minimum period as may be prescribed under the applicable laws, the Purchaser/s brings to the notice of the Developers in writing any major structural defect or defect in workmanship of the said Flat or the material used thereon (wear and tear and misuse excluded), wherever possible, such defects (unless caused by or attributable to the Purchaser/s) shall be rectified by the developer at their own costs. Provided further, if any defect or damage is found to have been caused due to any changes or alterations of any sort or manner carried out by the Purchaser to the amenities / specifications provided by the Developers or due to the negligent use, act or omission of the Purchaser/s or his agents, more particularly described in clause no

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28 herein below, then the Developer shall not be liable for the same.

22. The Purchaser along with other Purchaser(s) of Flats in the building known as **“AAYUSH POORNIMA”** shall join the existing Gandhari Co-operative housing society. The Purchaser also from time to time sign and execute the application for membership and other papers and documents necessary for becoming a member including the bye laws of the existing society and duly fill in, sign and return to the developers within seven days of the same being forwarded by the society. No objection shall be taken by the Flat purchaser if any changes or modifications are made in the draft bye laws, as may be required by the registrar of Co-operative Societies as the case may be or any other competent authority.
23. By signing this Agreement, the Purchasers hereby ratify and confirm all the resolutions passed by the said Society in all its general body meetings and managing committee meetings upto the date of this Agreement. The Purchasers further confirm that the Purchasers shall not be entitled to any claim right title and interest in the monetary consideration payable by the Developers to the said Society.
24. The Purchasers shall not at any time demand partition of his/her/their interest in the said Premises and/or in the said Property and it is hereby agreed and declared that the interest of the Purchasers in the said Premises and in the said Property cannot be partitioned.
25. Within 15 (Fifteen) days after the notice in writing is given by the Developer to the Purchaser that the Flat is ready for use and occupancy, the Purchaser/s hereby agrees that in the event any amount by way of premium or security deposit or betterment charges or development charge or Land Under Construction (LUC) tax or security deposit, and or charges for the purpose of giving water connection, drainage connection and electricity connection, or any other tax or payment of a similar nature is payable to the Municipal Corporation of Greater Mumbai or to the State Government the same shall be paid by the Purchaser/s to the DEVELOPERS in proportion to the area of the Flat and in determining such amount the discretion of the DEVELOPERS shall be final and binding upon the Purchaser/s in proportion to the built up area of the said Flat and in determining the maintenance charges in respect of common amenities, lights, insurance, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building/s. such amount, the decision of the Developers shall be final and binding upon the Purchasers. It is agreed that the betterment charges referred hereinabove shall mean and include pro-rata charges which the Purchasers may be

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called upon to pay to the Developers in respect of installation of water line, water mains, sewerage line, sewerage mains, electric cables, electric sub-station (if any) making and maintaining of internal access to the said property, drainage, lay out and all other facilities. The Developer shall not be liable to give any account/s and/or the Purchaser/s shall not demand refund of the abovementioned amount and the same. It is hereby clarified that the aforesaid amounts mentioned herein above does not include dues for electricity, gas and other bills for the Flat and the purchaser shall be liable to pay electricity, gas and other bills for the individual meters separately.

26. The Purchaser/s shall on or before delivery of possession of the said Flat keep deposited with the Developers the following amount: -
- i. **Rs.4,20,000/- (Rupees Four lakhs twenty thousand only) plus taxes as applicable** for share money, application, entrance fee of the said society, formation and registration of the society, legal charges, proportionate share of taxes and other charges/levies, deposit towards provisional monthly contribution towards outgoings of the society, development charges, water connection charges and deposits, land under construction charges/taxes, electric meter installation, security deposits and erection of transformer, cable laying etc., piped line connection charges/deposits, miscellaneous and contingency deposits.
27. It is specifically understood that: -
- a. The DEVELOPERS shall utilize the **sum of Rs.4,20,000/- (Rupees Four lakhs twenty thousand only) exclusive of taxes** paid by the Purchaser/s to the DEVELOPERS for meeting all legal costs, charges and expenses as mentioned above. Including professional costs of the Attorney at Law/Advocates of the DEVELOPERS in connection with formation of the said Organization preparing its rules, regulations and byelaws.
 - b. So long as each Flat in the said building shall not be separately assessed for Municipal taxes and water taxes, the Purchaser/s shall pay to the DEVELOPERS, or to the said organization/society, the proportionate share of the Municipal Tax and Water Tax assessed on the whole building on the basis of the area of each Flat including those which are not sold and disposed off by the DEVELOPERS. The DEVELOPERS will also be entitled to the refund of the Municipal Taxes and Water Taxes on account of the vacancy of the said Flat.
28. The Purchaser himself with intention to bind himself and all persons into whomsoever hands the said Flat and his/her/their successors-in-title doth hereby covenant with Developers as follows: -

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- (a) To maintain the said Flat at purchaser’s cost in good and tenantable repair and condition from the date of possession of the said Flat being taken by him and shall not do or allow or suffer to be done anything in and or to the staircase or any passage or compound wall of the building or any part of the building in which the said Flat are situated which may be against the rules, regulations, or bye-laws of the concerned local or any other authority or change, alter or make addition in and or to the buildings in which the said Flat are situated.
- (b) Not to store in the said 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 said Flat are situated or storing of which goods is objected by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or are likely to damage the staircase, common passage or lift or any other structure of the buildings in which the said Flat are situated including entrances of the building and in case of any damage caused to the building on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable to pay or make good the damage incurred or caused due to the default of the Purchaser whatsoever.
- (c) To carry out at his/her/their own cost, all internal repairs to the said Flat and maintain the said Flat in the same condition, state and order in which they were delivered by the Developers to the Purchaser and in tenantable repair and shall not do or allow or suffer to be done anything in the said Flat or to the building in which the said Flat are situated, or carry out the repairs and changes in the said Flat which may be forbidden by the rules and regulations and bye-laws of the concerned local authority or other public authority which may endanger the Flat above or below the said Flat. In the event of the purchaser committing any act in contravention of the above provisions the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or public authority.
- (d) Not to demolish or cause to be demolished the said 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 building in which the said Flat are situated and shall keep the Flat, sewers, drains, pipes in the said Flat and appurtenances thereto in good and tenantable repair and conditions so as to support, shelter and protect other parts of the building in which the Flat are situated and shall not chisel or in any other manner damage columns, beams, walls, slabs or RCC pardis or other structural members in the Flat without prior

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written permission of the Developers and/or society or the limited company or the local authority as the case may be.

- (e) 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.
- (f) The Purchaser hereby confirm and declare that the mandatory M.S. Grill to be provided will be only fixed by the developer as per his design and specification at the cost of **Rs. 250/- (Rupees Two hundred fifty only) per square feet** when ever required by the purchaser plus GST as applicable. The purchaser shall not alter the elevation of the building. The developer has the right to remove/demolish any such M.S. Grills or alteration done without a written consent from the developer herein.
- (g) 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 said plot and the building in which the said Flat are situated.
- (h) Pay to the Developers within 15 days of demand by the Developers, his share of Security Deposit demanded by the concerned local authorities or Government for giving water, electricity or any other service connection to the building in which the said Flat are situated.
- (i) 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 Authorities on account of change of user of the said Flat by the Purchaser or otherwise.
- (j) The Purchaser shall not let, sublet, transfer, assign or part with Purchaser's interest or benefit factor of this Agreement or part with possession of the said Flat or any part thereof until all the dues payable by the Purchaser to the Developers under this Agreement are fully paid up and only if the purchaser has not been guilty of breach or non-observance of any of the terms and conditions of this agreement and until the Purchaser has obtained specific permission in writing of the Developers for the purpose. Such transfer shall be only in favor of the Transferee as may be approved by the Developers and not otherwise.
- (k) The Purchaser hereby undertakes that Purchaser will not carry on any illegal business/profession in the Flat agreed to be purchased and further agrees and undertakes that he himself or through his nominee/tenant/occupier shall not carry on

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any such business/profession which may illegal/antisocial/anti-national etc., which may tarnish the reputation of the developers and cause nuisance to neighboring Flat holders. It is understood that in the event of the Purchaser carrying on any such illegal business/es in the said Flat whether directly or indirectly through his/her/their agent or tenant, the developers shall be entitled to cancel this agreement in the interest of public, peace and tranquility and have the Purchaser evicted from the Flat.

- (l) The Purchaser shall permit the Developers and their Surveyors and Agents with or without workmen and others at all reasonable times, to enter in to and upon the said land and building or any part thereof to view and examine the state and conditions thereof or to repair and remove any disrepair.
 - (m) The Purchaser shall observe and perform all the rules and regulations which the society/limited company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for the protection and maintenance of the said building and the Flat therein and for the observance and performance of the building rules and regulations and bye-laws for the time being of the concerned local authorities and Government and other public bodies. The Purchaser shall also observe all the stipulations and conditions laid down by the society/limited company regarding the occupation and use of the Flat in the building and shall pay and contribute regularly and punctually towards taxes, expenses and other outgoings payable by him in accordance with the terms of the agreement.
29. After possession of the said Flat is handed over or is deemed to have been handed over to the Purchasers, if any additions or alterations on the said Property or in respect of the said Building is required to be carried out by the MCGM or any government, local and/or statutory authority, the same shall be carried out by the Purchasers in cooperation with the other Purchasers of Flat and the said Society at their own costs and the Developers shall not in any way be liable for the same.
30. 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 of thereof. The Purchaser shall have no claim save and except in respect of the particular Flat. The remaining portion of plot, property, other unsold Flats/car parking spaces, dependable/open/covered/stack car parking space, common areas, etc. shall be the property of the Developers until the whole of the said plot and or any part thereof with building constructed thereon is completed in all respects.
31. REPRESENTATIONS AND WARRANTIES BY THE PROMOTER/SOCIETY (LAND OWNER):

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- a. The Society is the absolute owner of the said Property as more particularly described in the First Schedule to the Development Agreement.
 - b. The Society has clear and marketable title to the said property free from all encumbrances, claims, charges, tenancy or demands of any nature whatsoever and there are no encumbrances, tenancies, charges, lien or claim by any person or persons in respect of the said Property.
 - c. The Society has not received any notice or actions or proceedings, either instituted or pending, against the Society in respect of the said Property for acquisition, requisition or reservation in respect of cess, charges, etc. for the said Property;, or any other government notifications or notice or actions or proceedings for land revenue records, in respect of the said Property, to the date hereof, and if any notice or actions or proceedings instituted or pending against the Society in respect of the aforesaid purpose for the said Property is received , the Society shall keep the Developers and the Purchaser herein indemnified to the extent whereby the right of the Developers and the Purchasers created herein will not be prejudicially affected in any manner whatsoever under this Agreement.
 - d. There is no order of restrain by any court /tribunal authority or any authority prohibiting or restraining the development or alienation of the said Property or any part thereof in the manner herein contemplated nor is there any legal impediment or bar of whatsoever nature as on date.
 - e. That there is no order of attachment by the Income Tax Authority, or any other authority for the time being in force nor there is any order or any notice of acquisition/requisition / attachment / sealing / reservation / demolition or charge of any kind whatsoever in respect of the said Property or part thereof from State or Central Government or MCGM or any other local or public body, any court or authority. If any such notice be hereafter issued or served upon or received by the Society or any person on its behalf after the execution of this Agreement, the Society shall forthwith forward a copy of the same to the Developers and the Society shall be liable to defend or comply with the same at its own costs.
 - f. That excepting the Society, nobody else has any right, title, interest, claim or demand whatsoever or howsoever in respect of the said Property or any part thereof.
32. This Agreement, along with its schedules and annexure's, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes

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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.

- 33. 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 be equally applicable to and enforceable against any subsequent Purchasers of the Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.
- 34. Purchasers do hereby confirm that the Purchasers right will be restricted to the said Flat and the Purchasers shall not claim any right in the other part of the Building on the said Property.
- 35. The Purchasers are aware of and acquainted themselves with the contents of the said Development Agreement executed between the Society and the **Developers**, and then, so as to bind themselves and all persons claiming by, under or through them, affirm the provision of the said Development Agreement and agree to abide by and give effect to the provisions thereof to the extent the same are required to be complied with and given effect to them. The Purchasers further records and confirm that the provision of the said Development Agreement is binding on them and all persons claiming by under or through them to the same extent and to the same effect as if they themselves had joined in the execution thereof and been one of the party signatories.
- 36. The Purchaser also agrees and assures to pay as and when demanded by the Developer prior to taking possession of the said Flat:
 - a. Requite amount / charges towards electric charges, water connection charges, statutory deposits, stamp duty, registration fees and maintenance charges and other outgoing charges as may be demanded by the Developer from time to time.
 - b. Requisite service tax, value added tax, Maharashtra Value Added Tax (MVAT), Goods and Services Tax (GST), Centre Goods and Service Tax (CGST), State Goods and Service (SGST), Integrated Goods and Service Tax (IGST), Local Body Tax (LBT), BMC surcharge or any other taxes as may be applicable or levied by the state government and semi-government authorities.

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- c. If due to any changes in Government Policy and by virtue of the same if any additional stamp duty, registration charges and/or any other taxes/rates are levied the same shall be also paid by the purchaser only.

- 37. NOTWITHSTANDING ANYTHING CONTAINED TO THE CONTRARY, it is expressly agreed between the Developers and the Purchaser/s, that the Developers shall be entitled to erect the board and signage by name **“AAYUSH POORNIMA”** shall be always deployed, backlit and maintained by the society and the purchasers / and / or Co-operative Society shall have no objection to the same in any manner whatsoever.

- 38. In the event of the transaction hereby recorded being subjected to any tax which is not presently leviable thereon, the burden of such tax shall have to be borne and paid by the purchaser only irrespective of the provisions in his behalf contained in the statute and / or notification imposing such tax.

- 39. The developers shall have irrevocable and unfettered right and be entitled, at any time hereafter, to mortgage, create charge and other encumbrances and in respect of the said property and / or the said building and all Flat therein and also the buildings to be constructed hereafter and its right, title and interest therein.

- 40. No amendment, deletion, addition or other changes in any provision of this agreement or waiver of any right or remedy, herein provided, will be effective unless specifically set forth in writing signed by the parties to be bound thereby. No waiver of any right or remedy on one occasion will be deemed to be waiver of such right or remedy on other occasion. This agreement embodies entire understanding of the parties as to its subject matter and shall not be amended except in writing executed by both the parties to this Agreement.

- 41. That the developers shall not be liable, responsible, required and/ or obligated to provide any facility save and except as mentioned in **“ANNEXURE-K”**. However, if they provide any such facility, then the Purchaser may be allowed to use such facility or any of them at the sole discretion of the developers and also on the terms and condition that may be imposed by the developers. In any event all the costs, charges, and expenses for providing such facility and or for maintaining, managing the same shall solely and exclusively be borne and paid by all the purchasers of the other Flat including the Purchaser herein and the developers shall not be liable, responsible or required to bear, pay or contribute any charges, expenses, costs etc. for the same.

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42. The Purchaser hereby expressly agrees and covenants with the DEVELOPER that in the event of the said building on the said property being not ready for occupation in the event of the DEVELOPER offering license to enter upon the said Flat earlier than completion of the said building on the said property then and in that event the Purchaser shall not have an objection to the DEVELOPER completing the construction of the said balance building or additional floors on the said property without any interference or objection by the Purchaser. The Purchaser further confirms that he/she/they shall not object or dispute construction of the balance building or buildings, wing or wings or additional floors or additional construction or part or parts thereof by the DEVELOPER on any ground including on the grounds of nuisance, annoyance or any other ground or reasons whatsoever the Developer shall be entitled to either themselves or through any nominees to construct and complete the said additional storey's on the said property as they may desire in their absolute discretion without any interference or objection or dispute by the Purchaser. The Purchaser hereby consents to the same.
43. Any delay or indulgence by the DEVELOPERS in enforcing the terms of this Agreement of any forbearance or giving of time to the purchaser/s shall not be constructed as a waiver on the part of the DEVELOPERS of any breach or non-compliance of any of the terms conditions of this Agreement by the Purchaser/s nor shall be same in any manner prejudice the right of the DEVELOPERS.
44. The DEVELOPERS shall not be responsible for the consequences arising out of changes in laws, rules, and regulation etc. of Municipal Corporation of Greater Mumbai or any other competent Authorities.
45. The Purchaser hereby declares that he has gone through this agreement and all the documents related to the said property and the said Flat and has expressly understood the contents, terms and conditions of the same and the Purchaser after being satisfied has entered into this agreement.
46. All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser by registered post A.D and notified Email ID at their respective addresses specified below:

The Purchaser	The Developers
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Name: 1) _____ 2) _____ Address: _____ Email: _____	Name: M/s. Aayush Developers Address: 1301, Safal Heights-1, V.N. Purav Marg, Moti Baug, Chembur, Mumbai 400071. Email: ayushdevelopers@yahoo.co.in
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47. The Developers and the Purchaser are assessed under the Income Tax under following PAN:
- a. **Developers** : AASFA0857H
 - b. **Purchasers** : _____
48. All or any disputes that may arise with respect to the terms and conditions of the Agreement, including the interpretation and validity of the provisions hereof and the respective rights and obligations of the parties shall be first settled through mutual discussion and amicable settlement, failing which the same shall be settled through arbitration. The arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, and any statutory amendments / modifications thereto by a sole arbitrator who shall be mutually appointed by the parties or if unable to be mutually appointed, then to be appointed by the court. The decision of the Arbitrators shall be final and binding on the parties. Hereto all disputes shall be subject to Mumbai Jurisdiction.
49. The developers shall be entitled to modify the plan, if so enquired by the concerned authorities, however if such changes reduce the Rera Carpet area or location of permanent alternate accommodation to be granted to Owners Then Developers shall before carry out such modification intimate the same to the member/owners. The Developers shall construct the said Building on the said Plot in accordance with the plans, designs, specifications approved by the concerned local authority and which have been seen and approved by the Owner with only such variations and modifications as the Developers with the consent of other part may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any of them. The consent granted by the owner to the Developer under this clause shall be construed to be consent as required by Section 7 of the said Act and Section 14(2)(i) and Section 14(2)(ii) of the RERA.

THE FIRST SCHEDULE ABOVE REFERRED TO

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All that piece or parcel of land admeasuring Plot No. 47 bearing Survey No. 14–A (part) corresponding to C.T.S. No. 366/14 admeasuring 959.5 Sq. Mtrs. together with building structure named **"AAYUSH POORNIMA"** situated at Swastik Park, Village Chembur, Taluka Kurla, and Bombay Suburban District in the Registration Sub-district of Mumbai City and Mumbai Suburban.

- To the North : CTS NO 366/6.
- To the East : CTS NO 366/15.
- To the South : 60 FEET WIDEROAD.
- To the West : CTS NO 366/13.

THE SECOND SCHEDULE ABOVE REFERRED TO

Flat No. ____admeasuring ____ Sq. Mtrs. (_____ Sq. Mtrs.) Rera Carpet area (as per definition of Rera Carpet area provided in RERA) on the ____ floor of the building along with _____ covered /open/dependable stack car parking [the aforesaid Flat and _____ covered/open/dependable stack car parking known as “AAYUSH POORNIMA” in the Society known as Gandhari Co-op. Hsg. Soc. Ltd., situated on Plot No.47, Swastik Park, Sion-Trombay Road, Chembur Mumbai - 400071, bearing Survey No. 14/A, CTS No. 366/14, Village Chembur, Kurla Taluka, Mumbai Suburban District.

COMMON AREAS AND FACILITIES: -

1. Entrance lobby and lobby of the Building.
2. Podium, Fitness Center and Refugee Area.
3. Compound of the Building i.e. the open area (out of the property described in the First Schedule) appurtenant to the built-up area of the building but excluding the car park areas allotted to the Flat purchaser.
4. Staircase of the building.

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LIST OF ENCLOSED ANNEXURES

- "ANNEXURE - A" : COPY OF INDEX II OF THE DEVELOPEMENT AGREEMENT
- "ANNEXURE - B" : COPY OF RECEIPT OF THE POWER OF ATTORNEY
- "ANNEXURE - C" : COPY OF INDEX II OF THE RECTIFICATION DEED
- "ANNEXURE - D" : COPY OF INDEX II OF THE SUPPLEMENTARY AGREEMENT
- "ANNEXURE - E" : COPY OF THE INTIMATION OF DISAPPROVAL
- "ANNEXURE -F" : COPY OF COMMENCEMENT CERTIFICATE
- "ANNEXURE -G" : COPY OF NOC FROM RELIANCE HOME FINANCE
- "ANNEXURE -H" : COPY OF CERTIFICATE OF TITLE
- "ANNEXURE - I" : COPY OF MAHARERA CERTIFICATE
- "ANNEXURE - J" : COPY OF FLOOR PLAN
- "ANNEXURE - K" : THE FIXTURES, FITTINGS AND AMENITIES
- "ANNEXURE - L" : COPY OF PAN CARD OF PURCHASERS
- "ANNEXURE-M" : COPY OF PAN CARD OF DEVELOPERS

RECEIPT

Received of and from the within named PURCHASERS, 1) _____ and 2)
Mrs. _____ Sum of Rs. _____/- (Rupees
_____ only) including TDS towards part payment in respect of the
said Flat No. _____, on the ____ floor in the building known as "AAYUSH POORNIMA".
The details of payment are as under: -

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Sr. No.	Cheque / Demand Draft Date	Cheque / Demand Draft No.	Name of The Bank & Branch	Amount In Rs.
01.				
	TDS Deducted and deposited in Bank:			
	TOTAL AMOUNT RECEIVED			

For, Aayush Developers,

I/We say Received.

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IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands to this writing on the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED

by the within named **“DEVELOPERS”**
M/s. AAYUSH DEVELOPERS
Through its Partner
Mr. Arun Govind Jadhvani

in the presence of

SIGNED AND DELIVERED

by the within named **“PURCHASER/S”**
1) _____

2) _____

in the presence of

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MUMBAI DATED THIS _____ DAY OF JUNE 2018

BETWEEN

M/s. AAYUSH Developers

AND

SCHEDULE OF PROPERTY

Flat No. ____ on the ____ floor
of the building known as
“AAYUSH POORNIMA”
in Society known as
GANDHARI CO–OPERATIVE HOUSING
SOCIETY LTD.,
situated on survey No. 14-A(PART),
CTS 366/14, Plot No. 47, Swastik Park,
Chembur, Mumbai 400 071.

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