

**AGREEMENT**

**THIS ARTICLES OF AGREEMENT** is made and entered into at \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_.

**BETWEEN**

**M/s ASHA ENTERPRISES**, having its Office at Ostwal House, First Floor, Opp. Shivar Garden, Mira Bhayandar Road, Mira Road (E), Taluka and District Thane, hereinafter for the sake of brevity referred to as **“THE PROMOTER”** (which expression shall unless it be repugnant to the context or contrary to the meaning there of mean and include the Promoter its Partners, their respective legal heirs, successor/s, and assignees) of the **ONE PART.**

**AND**

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.....  
.....,

hereinafter jointly and collectively referred as **“THE ALLOTTEE”** (which expression shall unless it be repugnant to the context or contrary to the meaning thereof be deemed it to mean and include Allottee, their respective heirs, executors, administrators and assignees etc.) of the **OTHER PART.**

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WHEREAS the Promoter is an absolute owner and acquired development rights in the land admeasuring 11612.17 Sq. Meters (hereinafter referred as **Said Entire Project Land**) being a portion of lands bearing Old Survey No. 288 New Survey No. 55 Hissa No. 03, 05, 07, Old Survey No. 295 New Survey No. 178 Hissa No. 02, 03, Old Survey No. 297 New Survey No. 57 Hissa No. 01, 02, 03, 05, 06, 07, 09, 10, 12, 14, 15, Old Survey No. 298 New Survey No. 56 Hissa No. 02, 04, 06, 07, 08, 09, 10, 11, 13 all situated at Village Navghar, Taluka and District Thane, all situated at Village Navghar, Taluka and District Thane.

AND WHEREAS the Promoter has appointed an Architect, prepared and got sanctioned Plans of several buildings in the Larger Layout of above lands from the authorities concern, and the said plans and permissions has been amended time to time, and the Promoter has developed the said Larger Layout i.e. **"OSTWAL ORCHID"** in phases which includes Ostwal Orchid Building No.1,2,3,4,5,8,9,10, 11 & 12 (hereinafter referred as **Said Entire Buildings**). That the Promoter has already completed the construction of said entire Buildings and Mira Bhayandar Municipal Corporation has issued an Occupancy Certificate for Building No. 1 to 5 and 8. That the Promoter is also in process of obtaining Occupancy Certificate of Building No. 9 to 12, however the Promoter's proposal of obtaining Environment Clearance and NOC of ULC Department is under consideration.

AND WHEREAS the Promoter has already agreed to sale the various premises in the said Larger Layout to various persons by executing Agreements with them and not only that handed over the possession of various Apartments to the respective purchasers thereof.

AND WHEREAS By virtue of the Deeds and Documents as mentioned Title Certificate (Annexure A) the Promoter has sole and exclusive right to sell the Apartments in the said building/s which is constructed by the Promoter in the said project land and to enter

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into Agreement/s with the Allottee of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS;

- a. in the said Larger Layout of said Entire Project Land, the Promoter has constructed a Building known as “**OSTWAL ORCHID BUILDING NO. ....**” Having Ground/Stilt/Podium and ..... Upper Floors (hereinafter referred as **Said Building**) as per the sanctions and permissions granted by the authorities concern.
- b. the Allottee has applied to the Promoter for allotment of **Flat No. ....** on the ..... Floor, having carpet area admeasuring ..... Sq. Meters, and Balcony admeasuring ..... Sq. Meters Carpet area appurtenant to said Flat in the said Building, more particularly mentioned in the First Schedule hereunder written, herein after referred to as to the **said Apartment**, and Promoter agreed to allot to the Allottee said Apartment. Provided that the “carpet area” means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace (Private Terrace if any) area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.
- c. on demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, design and specification prepared by the Promoter's Architects Tej's Consultants and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (herein referred to as “**the said Act**”) and the Rules and Regulations made thereunder;
- d. the authenticated copies of Certificate of Title issued by the Advocate of the Promoter and the authenticated copies of 7/12

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Extract showing the nature of title and authority of the Promoter to the said Entire Project Land, in which the said Building and in which the said Apartment has constructed attached herewith a **“Annexure A & B”** respectively.

- e. the authenticated copies of the sanctioned plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure ‘C’**.
- f. the authenticated copies of the Floor plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as **Annexure ‘D’**.
- g. the authenticated copy of Commencement Certificate of the said Building is annexed and marked as **Annexure ‘E’**.
- h. the Promoter has registered the project under the provision of the Act with the Real Estate Regulatory Authority at Maharashtra State bearing No \_\_\_\_\_; authenticated copy is attached in **Annexure ‘F’**;
- i. the Promoter has got some of the approvals from the concerned local authority to the plans, the specification, elevation sections and of the said building and shall obtain the balance approvals from various authorities from time to time, so as to obtain Occupancy Certificate of the said Building.
- j. while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulation, and restriction which are to be observed and performed by the Promoter while developing the Said Larger Layout and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.
- k. the Promoter has accordingly commenced and completed the construction of the said building in accordance with the said Sanctioned plans.

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- l. the Promoter has obtained the Project Loan of Rupees Thirty Five Crore from the LIC Housing Finance Ltd., by Mortgaging the units in the said Building No. 9,10,11 and 12 of said entire project and portion of said Entire Project Land.
- m. the Parties relying on the confirmations, representations and assurance of each other to faithfully abide by all the terms, conditions and stipulations, contents in this Agreement and all applicable Laws, are now willing to enter into this Agreements on the terms and conditions appearing hereinafter;
- n. under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908. That on the request of the Allottee the execution of Agreement between the Promoter and Allottee has not been executed till date, and now parties executing this Agreement.
- o. in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Apartment.

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

1. The Promoter has constructed the said building Ostwal Orchid Building No. .... consisting of Ground/Stilt/Podium and ..... Upper Floor on the portion of said Larger Layout of said Entire Project in accordance with the plans, designs and specifications as approved by the concerned local authority.

1.1 (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee, Apartment No. ...., on ..... of the Residential type, admeasuring ..... Sq. Meters Carpet area and balcony admeasuring .....

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Sq. Meters Carpet area appurtenant to said Apartment, in the building "Ostwal Orchid Building No. ...." (herein referred to as **"the said Apartment"**) as shown in Floor Plans attached hereto for the total consideration of **Rs. ..../-** (Rupees ..... Only) including Rs ...../- (Rs ..... Only) being a proportionate price of the common area and facilities appurtenant to the premises, the nature extent and description of the common area and facilities which are more particularly described in the Second Schedule annexed herewith.

(ii) The Promoter agrees to allot to the Allottee and Allottee agrees to acquire from the Promoter one Covered parking spaces which will be situated at Ground/Stilt/Podium in/on the said Building for the consideration of Rs. ..../- (Rs. .... Only)/free of cost. That the number & marking of said Covered Parking Space shall be identified at the time of handing over the possession of said Covered parking space and/or earlier on the discretion of Promoter.

1.2 Thus the total aggregate consideration amount for the apartment including covered parking spaces is thus Rs. ..../- (Rs. .... Only).

1.3 The Allottee has paid on or before execution of this agreement of sum of Rs. ..../- (Rupees ..... Only) as advance/part payment or application fee and hereby agrees to pay to the Promoter the balance amount of Rs. ..../- (Rupees ..... Only ) in the following manner:-

- i. Rs ...../- (Rs. .... Only) within a period of ..... days from the date of execution of this present Agreement.
- ii. Rs. ..../- (Rs. .... Only) within a period of ..... days from the date of execution of this present Agreement.

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iii. Balance Rs...../- (Rs.....) (5% of total Consideration) against and at the time of handing over of the possession of the said Apartment by the Promoter to the Allottee.

1.4 The Total Price above excludes Taxes (such as Service Tax, Value Added Tax, GST and/or any other applicable taxes) which shall be pay by the Allottee to the Promoter, and thereafter Promoter shall pay/ deposit the same to the concern authorities, up to the date of handing over the possession of the said Apartment.

1.5 The Total Price of said Apartment is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent/concern authorities and/or any other increase in charges which may be levied or imposed by the competent/concern authorities Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authority etc., the Promoter shall enclose said notification/ order/rule/regulation published/ issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1.6 The Promoter shall confirm the final carpet area that has been allotted to the Allottee before the Allottee taking the possession of said Apartment, subject to a variation cap of three per cent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the define limit then Promoter shall refund the excess money paid by Allottee 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 Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the payment plans. All these monetary

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adjustments shall be made at the same rate per square meter as agreed in Clause 1.1 of this Agreement.

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

2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority.

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for handing over the said Apartment to the Allottee, and the common area to the association of the allottees after receiving the occupancy certificate of the last building in the said entire project. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her/them and meeting the other obligations under the present Agreement.

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the said Building is for ..... Sq. Meters built up area as per the Commencement Certificate attached herewith. The Promoter has disclosed the said Floor Space Index of Said Entire Buildings in the said Entire Project and Allottee has agreed to purchase the said Apartment based on the completed construction of said building.

4.1 If the Promoter fails to abide by the time schedule for handing over the said Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee for every month of delay, till the handing over of the Possession. The Allottee agrees to pay to the Promoter,

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interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee to the Promoter.

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her/them proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing default of payment of installment/s, the promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and/or mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or branches of terms and conditions in respect of which it is intended to terminate the agreement. If the Allottee fails to rectify the breach or branches mentioned by the Promoter within the stipulated period of notice then at the end of such notice period, promoter shall be entitled to terminate this agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) the payment paid by the Allottee to the Promoter towards the said Apartment, after deducting cost and expenses of the Promoter there from and after allotment of said Apartment to new Allottee.

5. The fixture and fittings with regard to the flooring and sanitary fitting and amenities to be provided by the Promoter in the said building and the Apartment as are set out in **Annexure 'E'**, annexed hereto.

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6. The Promoter shall hand over the possession of the Said Apartment to the Allottee on or before 31.12.2022 after receiving the entire payment as payable by the Allottee hereunder. That the Promoter has constructed the said Building as per sanctioned plans and if due to any reason concern authorities hold to issue Occupancy Certificate and/or other approvals of the said Building then in such case Allottee will not blame the Promoter therefore. However the Promoter will obtain the Occupancy Certificate of the said Building by clearing difficulties (if any) and obtaining permissions, clearance and no objections at his own cost. The Allottee agreed that if due to above reasons Promoter failed to obtain Occupancy Certificate then the Allottee will also grant time to the Promoter for obtaining Occupancy Certificate and the Promoter is not time bound for obtaining Occupancy Certificate. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of above mentioned reason and/or reasons beyond his control and of his agents by the aforesaid date then, and if the Allottee issue written Notice to the Promoter for cancellation of Agreement between them then Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid, and in such case this Agreement shall be deemed to be cancelled and then the Allottee shall have no right, interest and demand in the said Apartment and/or towards the Promoter in any manner.

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

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

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**7.1 Procedure for taking possession** – Upon receiving entire consideration and other amounts as mentioned herein from the Allottee as per the agreement the Promoter shall offer in writing the possession of the said Apartment to the Allottee in terms of this Agreement to be taken within 3(three) months from the date of issue of such notice and Promoter shall give possession of the said Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation, part of the Promoter. The Allottee agree(s) to pay the maintenance charges as stated by the Promoter or association or Allottees as the case may be. The promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of project. Provided that if the approvals and/or occupancy certificate concerning to said Building has been held by the concern authorities without any reason, then the Promoter shall hand over and Allottee shall take the Possession of said Apartment without such approvals and/or Occupancy Certificate by presuming the deemed permissions.

7.2 Upon receiving an intimation from the Promoter (as per above clause) the Allottee shall take possession of the Apartment from the Promoter by executing necessary documentation and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in above clause such Allottee shall continue to be liable to pay maintenance charges as applicable.

**7.3 Failure of Allottee to take Possession of Said Apartment:** Upon receiving a written intimation from the Promoter as per above Clause, the Allottee shall take possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this agreement, and the Promoter shall give possession of the Said Apartment to the Allottee. In case the Allottee fails to take

possession within the time provided in above clause such Allottee shall continue to be liable to pay maintenance charges as applicable.

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

8. The Allottee shall use the apartment or any part thereof or permit the same to be used only for purpose of residence. Allottee shall use the parking space if allotted only for the purpose of keeping or parking his vehicle.

9. The Allottee along with other allottees of other Apartments in the Building No. 8 and/or 9 and/or 10 and/or 11 and/or 12, shall join in forming and registering the Co-Operative Housing Society or any other Association or a Limited Company (hereinafter referred as **Said Society**) to be known by such name as the Promoter may decide, and for this purpose also from time to time sign and execute the application for the registration and/or membership and other papers and documents necessary for the formation and registration of the said Society and for becoming member, including the by-laws of the proposed society and dully full in, sign and return to the Promoter within seven days of the same being forward by the Promoter to the Allottee, so as to enable the Promoter to register the said Society. No objection shall be taken by the Allottee if any, changes or modification 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 Society or the Registrar of Companies, as the case may be, or any other Competent Authority.

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9.1 The Promoter shall after issuance of Occupation Certificate of last building in the said Entire Building will register the Federation/Apex body of all Societies of Allottees in all buildings in said Entire Project as aforesaid (including Said Society), and after registration of such Federation/Apex Body the Promoter shall transfer to the said Society/Federation/Apex body all the right, title and interest of the Owners/Promoter in the Said Entire Project Land/Said Building by executing and registering Deed of Conveyance/s, hereinafter referred as said Proposed Deed of Conveyance.

9.2 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy the Allottee shall be liable to bear and pay the proportionate share of outgoing in respect of the said project land and said Building, 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, watchman, sweepers and all other expenses necessary and incidental to the management and maintenance of the said project land and said building. Until the said Society/Apex Body/federation is formed and maintenance and said structure of the building is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs...../- (Rs ..... Only) Per month towards the outgoings. It is also agreed that even after formation of said Society/Apex Body/Federation and handing over charge of the said project to it, the said Society/Apex Body/Federation will not demand the maintenance charges and/or Society transfer charges form the Promoter for the unsold Apartments in the said Building.

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10. The Allottee shall pay to the Promoter, a sum of Rs. ....../- (Rs. .... Only) for formation and registration of the said Society, its share money, application entrance fee, for proportionate share of taxes and charges / levies in respect of the said Apartment or said Society, for Deposit towards Water, Electric connection, Electric Sub-Station and other utility and services connection charges. That the Apex body/Federation of all the societies in the said Entire Project shall be formed on the cost and expenses of the Societies in the said Entire Project.

11. The Allottee shall pay to the Promoter a sum of Rs. ....../- (Rs. .... Only) for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law, Solicitor, Councilor, Advocates of the Promoter in connection with formation of the said Society and Preparing its rules, regulations and bye-laws and the cost of drafting said Proposed Deed of Conveyance.

12. At the time of registration of said Proposed Deed of Conveyance as aforesaid the Allottee shall pay to the Promoter, the Allottee's share of stamp duty and registration charges and other required expenses payable on said Proposed Deed of Conveyance or any document or instrument.

**13. REPRESENTATIONS & WARRENTIES OF PROMOTER:-**

Promoter hereby represents & warrants to Allottee as follows:

- i. The Promoter has clear and marketable title and/or acquired development rights of Said Project Land; as mentioned in the title report annexed to this agreement and has the requisite rights to carry out development upon the said Project Land and also has actual, physical and legal possession of the Said Project Land for the implementation of the said Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent/concern Authorities to carry out development of the

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- Said Project Land and shall obtain requisite approvals from time to time to complete the development of the said Project Land;
- iii. There are no encumbrances upon the Said Project Land except those disclosed in the title certificate i.e. Annexure A
  - iv. There are no any other litigation pending before any court of law with respect to the said Project Land or said Project except those disclosed in title certificate i.e. Annexure A.
  - v. All approvals, licenses and permits issued by the competent authority with respect to the said Project, Said Project land and said building 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 said Project and said building shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Project, said project land, Building and common areas;
  - vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
  - vii. The Promoter has 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 Said Project land, including the Project and the said Apartment, which will in any manner, affect the rights of Allottee under this Agreement;
  - viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
  - ix. At the time of execution of the said Proposed Deed of Conveyance as aforesaid the Promoter shall handover lawful, vacant, peaceful, physical possession of the common area to the said Society/Apex Body/Federation as the case may be.

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- x. The Promoter has 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 project land) has been received or served upon the Promoter in respect of the project land.

14. The Allottee himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-

- i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or by-laws or change / alter or make addition in or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building to which the Apartment 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 the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

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- iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulation and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee 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 Apartment 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 Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or R.C.C., Pardis or other structural members in the Apartment without the prior written permission of the Promoter 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 said Project and the building in which the Apartment 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 Apartment in the compound or any portion of the Said Project Land and the said building in which the Apartment is situated.

- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority and/or Government of giving water, electricity or any other services connection to the building in which the Apartment is situated.
- 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 Apartment by the Allottee for any purpose other than for purpose for which it is sold.
- ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all dues payable by the Allottee to Promoter under this Agreement are fully paid up.
- x. The Allottee shall observe and perform all the rules and registrations which the said society 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 Apartments therein and for the observance and performance of the building rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulation and conditions laid down by the said Society regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xi. Till said Proposed Deed of Conveyance is executed the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

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**15. SEPARATE ACCOUNT:-** The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee 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.

**16. ALLOTTEE SHALL HAVE NO CLAIM:-** Nothing contained in this Agreement is intended to be nor shall be constructed as a grant, demise or assignment in law, of the said Apartment and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircase, terraces recreation spaces, will remain the property of the Promoter until the said Proposed Deed of Conveyance be executed in favour of said Society/Apex Body/Federation as the case may be.

**17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:-** After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

**18. BINDING EFFECT:-** Forwarding this Agreement to the Allottee by the Promoter does not create binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the payment plan within 30 (thirty) days from the date of receipt by the Allottee and Secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipts by the Allottee and/or

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PROMOTER

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ALLOTTEE

appear before the Sub-Registrar for its registration as an when intimated by the Promoter, then the Promoter shall serve notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, the Promoter (if desire to do) may cancel the application of the Allottee and all sums deposited by the Allottee with the Promoter towards the said Apartment shall be returned to the Allottee without any interest or compensation whatsoever by deducting the cost and expenses of the Promoter thereof.

**19. ENTIRE AGREEMENT:-** This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof, this Agreement 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 apartment and/or building and/or said project as the case may be.

**20. RIGHT TO AMEND:-** This Agreement may only be amended through written consent of the Parties.

**21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENT ALLOTTEES:-** 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 said Apartment and/or Said Project shall equally be applicable to and enforceable against any subsequent Allottees of the said Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purpose.

**22. SEVERABILITY:-** If any provisions of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the

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ALLOTTEE

Rules and Regulation made thereunder or the applicable law as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:-** Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee/s in said Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartment in the project.

**24. FURTHER ASSURANCES:-** Both parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other action, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or any transaction contemplated herein or to conform or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**25. PLACE OF EXECUTION:-** The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, in Mira Road after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mira Road.

**26. PRESENTATION OF DOCUMENTS FOR REGISTRATION:-** The Allottee and/or Promoter shall present this Agreement, as well as the Said Society/Apex Body/Federation shall present the Proposed Deed of Conveyance, at the proper registration office for registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

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PROMOTER

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ALLOTTEE

**27. COMMUNICATION ADDRESS:-** That all notices to be served on the Allottee and Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D/Speed Post and/or notified Email ID at their respective addresses specified below:

|                     |  |
|---------------------|--|
| Name of Allottee    |  |
| Address of Allottee |  |
| Notified Email Id   |  |

|                   |                                                                                                 |
|-------------------|-------------------------------------------------------------------------------------------------|
| Promoter Name     | M/s Asha Enterprises                                                                            |
| Address           | First Floor, Ostwal House, Opp. Shivar Garden, Mira Road (E), Taluka and District Thane 401107. |
| Notified Email Id | <a href="mailto:info@ostwal.com">info@ostwal.com</a>                                            |

It shall be the duty of the Allottee and the Promoter 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 communication and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

**28. JOINT ALLOTTEES:-** That in case there are Joint Allottee all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him / her which shall for all intents and purposes to consider as properly served on all the Allottee.

**29. STAMP DUTY AND REGISTRATION:-** The charges towards stamp duty, Registration and other concern of this Agreement shall be borne by the Allottee.

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PROMOTER

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ALLOTTEE

**30. DISPUTE RESOLUTION:-** Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016 Rules and Regulations, thereunder.

**31. GOVERNING LAW:-** That the rights and obligations of the parties under or arising out of this Agreement shall be constructed and enforced in accordance with the laws of India for the time being enforce and the courts will have the jurisdiction for this Agreement.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

(Description of the above referred as Apartment)

The (Flat) Apartment No. ...., on ..... Floor of the Residential type, admeasuring ..... Sq. Meters Carpet area, and balcony admeasuring ..... Sq. Meters Carpet area appurtenant to said Apartment, in the building "Ostwal Orchid Building No. ...." which is constructed in the Larger Layout of land bearing Old Survey No. 288 New Survey No. 55 Hissa No. 03, 05, 07, Old Survey No. 297 New Survey No. 57 Hissa No. 01, 02, 03, 05, 06, 07, 09, 10, 12, 14, 15, Old Survey No. 298 New Survey No.56, Hissa No. 02, 04, 06, 07, 08, 09, 10, 11, 13, Old Survey No. 295 New Survey No. 178 Hissa No. 02 and 03, all situated at Village Navghar, Taluka & District Thane, in the Registration District and Sub-District of Thane, and within the limit of Mira Bhayandar Municipal Corporation.

**THE SECOND SCHEDULE ABOVE REFERRED TO.**

(Description of common areas and facilities)

The Entire Project Land (which will be transferred to the Society/Apex Body/Federation of all the Societies of all buildings i.e. Ostwal Orchid Building No. 1 to 5, 8 to 12) stair case/s, Internal Road (as mentioned in sanctioned Plans), Open Spaces (as mentioned in sanctioned Plans), Rain Water Harvesting System, Solar System, Lift/s, Garden, Open Parking (as

mentioned in sanctioned Plans), Terrace of each Building, ducts, Electric Sub-Station and all other common area as mentioned in sanctioned Plan.

SIGNED AND DELIVERED by the  
Within named **“PROMOTER”**

M/s ASHA ENTERPRISES  
through its authorised Signatory  
Shri

SIGNED AND DELIVERED  
By the within named **“ALLOTTEE”**

ALL In the Presence of...

1. \_\_\_\_\_
2. \_\_\_\_\_

RECEIPT

Received from above Allottee a sum of **Rs. .... / -** (Rupees ..... Only) as a part/full payment of Apartment No. ...., on ..... Floor, in the Building “Ostwal Orchid Building No. ....”.

WE SAY RECEIVED  
FOR M/S ASHA ENTERPRISES.

(Authorised Signatory)

\_\_\_\_\_  
PROMOTER

\_\_\_\_\_  
ALLOTTEE