

AGREEMENT FOR SALE

THIS AGREEMENT made and entered into at Navi Mumbai on this day of,, **BETWEEN** **M/S ANIRUDDHA BUILDERS AND DEVELOPERS**, a Partnership Firm duly registered under the provisions of the Indian Partnership Act, 1932 , (having I. T. PAN : AAZFA3207E), having office address at A-409, 410, Groma House, Plot No-14C, Sector-19, APMC Market, Vashi, Navi Mumbai-400 703, Tal. & Dist. Thane, hereinafter called as “THE BUILDERS” (which expression shall unless it be repugnant to the context or meaning there of be deemed to mean and include its/their heirs, executors, administrators and assigns) of ONE PART: f and include their heirs, executors, **AND**, Age years, (having I. T. Pan No.), Indian Inhabitant, having address at, hereinafter called “THE PURCHASER/S” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators and assigns) of OTHER PART:

WHEREAS the City and Industrial Development Corporation of Maharashtra Ltd., a Government company within the meaning of the Companies Act, 1956 (hereinafter referred to as 'THE CORPORATION') having its office at Nirmal, 2nd floor, Nariman Point, Mumbai-400 021, is a new Town Development Authority, under the provisions of subsection (3-a) of Section 113 of Maharashtra Regional & Town Planning Act, 1966 (Maharashtra Act NO. XXXVIII of 1996) hereinafter referred to as the said M.R.T.P Act.

AND WHEREAS the State Government in pursuant to Section 113(A) of the said M.R.T.P Act, acquired the land described therein and vesting such lands in the said Corporation for development and of such piece of land so acquired by the State Government, and subsequently vested by the State Government in the Corporation for being leased to its intending Lessees.

AND WHEREAS THE CORPORATION has leased a plot of land bearing No.69, containing about 1481.480 Sq. Mtrs., situated at Sector- 44A, Nerul, Navi Mumbai, Tal. & Dist. Thane, (hereinafter referred to as "THE SAID PLOT") to **M/S ANIRUDDHA BUILDERS AND DEVELOPERS**, the Builders (therein referred to as "THE LESSEES") vide Agreement to Lease dated 11.12.2014, duly registered with the Sub-Registrar of Thane-6, on 11.12.2014, under Serial No. 5722/2014 for a period of 60 years computed from the date of Agreement to Lease, for the purpose of residential-cum-commercial use for proper premium & for the terms and conditions mentioned therein and has handed over the physical possession of the said plot to the Lessee.

AND WHEREAS THE CORPORATION has leased a plot of land bearing No.70, containing about 1472.040 Sq. Mtrs., situated at Sector- 44A, Nerul, Navi Mumbai, Tal. & Dist. Thane, (hereinafter referred to as “THE SAID PLOT”) to **M/S ANIRUDDHA**

BUILDERS AND DEVELOPERS, the Builders (therein referred to as “THE LESSEES”) vide Agreement to Lease dated 11.12.2014, duly registered with the Sub-Registrar of Thane-6, on 11.12.2014, under Serial No. 5723/2014 for a period of 60 years computed from the date of Agreement to Lease, for the purpose of residential-cum-commercial use for proper premium & for the terms and conditions mentioned therein and has handed over the physical possession of the said plot to the Lessee.

AND WHEREAS the stipulations made in condition No. 1 of Agreement to Lease dated 11th December, 2014 was modified vide Modified Agreement dated 31st December, 2014 executed between THE CORPORATION and **M/S. ANIRUDDHA BUILDERS AND DEVELOPERS,** duly registered with the Sub-Registrar of Thane-6, on 31.12.2014, under Serial No. 6193/2014 which is subject to terms and conditions mentioned therein and the said condition No. 1 of the Principal Agreement in respect of the land bearing Plot No. 69 situated at Sector- 44A, Nerul, Navi Mumbai, Tal.& Dist. Thane, was substituted for specifying the use of land for the purpose of erecting a building or buildings for Residential cum Commercial purpose and not for other purpose.

AND WHEREAS the stipulations made in condition No. 1 of Agreement to Lease dated 11th December, 2014 was modified vide Modified Agreement dated 31st December, 2014 executed between THE CORPORATION and **M/S. ANIRUDDHA BUILDERS AND DEVELOPERS** duly registered with the Sub-Registrar of Thane-6, on 31.12.2014, under Serial No. 6194/2014 which is subject to terms and conditions mentioned therein

and the said condition No. 1 of the Principal Agreement in respect of the land bearing Plot No. 70 situated at Sector- 44A, Nerul, Navi Mumbai, Tal.& Dist. Thane, was substituted for specifying the use of land for the purpose of erecting a building or buildings for Residential cum Commercial purpose and not for other purpose.

AND WHEREAS on the request of the LESSEES therein and BUILDERS herein, vide letter No. CIDCO/EMS/ EO(SF)/2015/4164 dated 27.01.2015, THE CORPORATION has granted No Objection Certificate to seek approval for amalgamation of Plot Nos. 69 & 70 situated at Sector- 44A, Nerul, Navi Mumbai, Tal. & Dist. Thane from NMMC subject to the conditions set out therein.

WHEREAS 'NAVI MUMBAI MUNICIPAL CORPORATION', has confirmed the amalgamation & granted permission by its letter No. NMMC/TPD/BP/Case No. A-19063/690/2015, dated 30.01.2015 to commence the construction work of residential-cum-commercial building on the said plot on the terms and conditions mentioned therein and the BUILDERS have commenced the construction work of the Residential-cum-Commercial Building on the said Plot Nos. 69 & 70 situated at Sector- 44A, Nerul, Navi Mumbai, Tal. & Dist. Thane.

AND WHEREAS THE CORPORATION have amalgamated the said Plot Nos. 69 & 70 situated at Sector- 44A, Nerul, Navi Mumbai, Tal. & Dist. Thane. vide Agreement dated 18th June, 2015, duly registered with the Sub-Registrar of Thane-6, on 18.06.2015, under Serial No. 3265/2015 entered into between THE CORPORATION of the ONE PART and **M/S ANIRUDDHA BUILDERS AND DEVELOPERS**, the BUILDERS of the 'OTHER PART',

WHEREAS THE BUILDERS are the lawful owners of leasehold rights of the said Plot Nos. 69 & 70 situated at Sector- 44A, Nerul, Navi Mumbai, Tal. & Dist. Thane, (more particularly described in SCHEDULE).

AND WHEREAS the BUILDERS have registered the said project under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority at _____ on _____ under registration no. _____ have been annexed and marked as Annexure ____.

AND WHEREAS the BUILDERS in compliance of section 13 (1) of the Real Estate (Regulation and Development) Act, 2016 are required to execute a written Agreement for sale of the said Flat in favour of the Purchaser/s, being in fact these presents and also to register the said Agreement For Sale under the Registration Act, 1908, the parties hereto as desirous to reduce in writing all the terms and conditions of this transaction and hence these presents.

AND WHEREAS the PURCHASER/S has/have demanded from the BUILDERS and the BUILDERS have given inspection to the PURCHASER/S of all the documents of title relating to the said lands, and the plans, designs and specifications prepared by the "ARCHITECTS" and such other documents are as specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "THE SAID RERA ACT") and the rules made thereunder.

AND WHEREAS the BUILDERS have made full and true disclosure of the title of the said land as well as encumbrances, if any, known to the Builders in the Title Report of the Advocate. The BUILDERS have also disclosed to the Purchaser/s nature of their rights, title and interest or right to construct building/s, and also given inspection of all the documents to the Purchaser/s, as required by law. The Purchaser/s having acquainted themselves with all the facts and right of the BUILDERS and after satisfaction of the same have entered into this Agreement.

The Building to be constructed on the said Plot Nos.69 & 70 shall be always known as ' **LAXMI ICON** '.

AND WHEREAS the PURCHASER/S has/have agreed to purchase the said **Flat /Shop/Office No.....**, on the Floor, admeasuring about Carpet Area , in the building known as ' **LAXMI ICON** ', standing on Plot Nos. 69 & 70 situated at Sector- 44A, Nerul, Navi Mumbai, Tal. & Dist. Thane (hereinafter above referred to as the 'said Flat/Shop' or 'said Premises') for a total consideration i. e. lumpsum price of **Rs...../- (RUPEES ONLY).**

Both the BUILDERS and the PURCHASER/S are desirous of recording the terms and conditions of the Agreement so reached between them.

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

1. The BUILDERS shall construct the said building consisting of Ground + 14 upper floors, on the plot in accordance with the plans, design, specifications which have been approved by the concerned authority and seen and approved by Flat/Shop/Office PURCHASER/S with such variations and modifications as the BUILDERS 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 PURCHASER/S hereby agrees to such variations & modifications.

2.The PURCHASER/S have prior to the execution of this Agreement satisfied himself/themselves about the title of BUILDERS to the said plot of land and no requisition or objection shall be raised upon THE BUILDERS in any matter relating thereto.

3. The PURCHASER/S hereby agree to purchase the said **Flat /Shop/Office No.....**, on the Floor, admeasuring aboutCarpet Area, in the building known as ‘ **LAXMI ICON** ’, standing on Plot Nos. 69 & 70 situated at Sector- 44A, Nerul, Navi Mumbai, Tal. & Dist. Thane, for the lump sum price of **Rs...../-** **(RUPEES** **..... ONLY)** and subject to the terms and conditions hereinafter contained and the Flat/Shop/Office is as shown in the floor plans here of annexed & marked (hereinafter referred to as the said Flat /Shop or said premises). Carpet area mentioned hereinbefore means and includes area representing the dimensions from brick of each wall including the area of toilets, internal passages, windowsills and door jams in the Flat /Shop/Office. The said price fixed on lump sum basis has no bearing whatsoever on the actual area of the said Flat /Shop/Office.

3A. THE Purchaser has agreed to pay price/consideration in respect of the said FLAT in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016 and in accordance with the progress of the Construction work of the said new building.

4. The fixture fittings and amenities to be provided by the BUILDERS in the said Flat /Shop/Office are those mentioned in the Annexure and the PURCHASER/S has/have satisfied himself/herself/themselves about the same.

5. The Purchaser/s hereby declare and confirm that car parking area under the stilt which are attached to the respective Flat /Shop/Office is absolutely belonging to the BUILDERS and do not form the part and parcel of common areas. The BUILDERS are entitled to allot / reserve to the intending purchasers such car parking area under the stilt to the purchaser of the Flat/Shop/Office for exclusive use of which , the said car parking has been provided on such terms and condition as may be decided by the BUILDERS and the purchaser/s shall not raise any dispute thereto.

6 However Flat/Shop/Office is also having Flower Bed/Otla admeasuringSq. Ft, Cupboard area admeasuringSq. Ft, Double height balcony admeasuringSq. Ft & Duct Board admeasuringSq. Ft, for which no consideration is taken from the purchaser/s.

7 . AND WHEREAS the PURCHASER/S has/have agreed to pay lumpsum price/ consideration being **Rs...../- (RUPEES**

..... **ONLY)** in respect of the said

Flat /Shop as follows :-

Sr. No	Particulars	Percentage
1	On Booking	20%
2	On Araivals of CC	10%
3	On or before completion of Plinth	10%
4	On or before completion of 1 st Slab	3%
5	On or before completion of 2 nd Slab	3%
6	On or before completion of 3 rd Slab	3%
7	On or before completion of 4 th Slab	3%
8	On or before completion of 5 th Slab	3%
9	On or before completion of 6 th Slab	3%
10.	On or before completion of 7 th Slab	3%
11.	On or before completion of 8 th Slab	3%
12	On or before completion of 9 th Slab	3%
13	On or before completion of 10 th Slab	3%
14	On or before completion of 11 th Slab	3%
15	On or before completion of 12 th Slab	3%
16	On or before completion of 13 th Slab	3%
17	On or before completion of 14 th Slab	3%

18	On or before completion of 15 th Slab	3%
19	On or before completion of Brick Work	4%
20	On or before completion of Plaster Work	4%
21	On or before completion of Flooring & Tilling	4%
22	On or before completion of Electric Work	2%
23	At the Time of Possession	1%
	Total	100%

7A. (i) AND WHEREAS the BUILDERS acknowledges the receipt of a sum of
Rs...../- (RUPEES.....

.....ONLY) paid on or before the execution of this
 Agreement being the Part & Advance payment of the said Flat /Shop.

8. It is expressly agreed by and between the Parties hereto that in respect of the above payments, ***time of payment according to the Schedule of payment is the essence of the contract.*** Without prejudice to the BUILDERS other rights under this agreement and/or in law the PURCHASER/S shall be liable at the option of the BUILDERS to pay to the BUILDERS interest at the rate of 24% per annum on all amounts due and payable by the PURCHASER/S under this agreement if any such amount remains unpaid for 7 days or more after becoming due. AND on the PURCHASER/S committing breach of any of the terms and conditions herein contained, the BUILDERS shall be entitled at his/their own option to terminate this Agreement.

9. On the PURCHASER/S committing default in payment of each of the installments specified in the Payment Schedule on their respective due dates (time being essence of the contract) due and payable by the PURCHASER/S to the BUILDERS under this

Agreement (including his/her/their proportionate share of taxes levied or to be levied by the concerned authorities) and on the PURCHASER/S committing breach of any of the terms and conditions herein contained, the BUILDERS shall be entitled on his own option to terminate this Agreement in which event the 20% of the total lump-sum of the agreed price which has been paid by the PURCHASER/S shall stand forfeited. The BUILDERS shall, however on such termination refund to the PURCHASER/S the balance amount without any interest, if any after deducting the delayed payment charges & any losses from the amounts which may till then have been paid by the PURCHASER/S to the BUILDERS, and on termination thereof the BUILDERS shall be at liberty to dispose off and sell the said premises to such person or persons at such price as the BUILDERS may in his absolute discretion think fit and the PURCHASER/S shall not be entitled to question such sale or to claim any amount whatsoever from the BUILDERS.

10. In any event the PURCHASER/S desires to cancel booking/allotment of the premises made in favour of the PURCHASER/S, the BUILDERS shall not be bound to cancel the booking/allotment of the premises.

11(A). The Purchase price mentioned above is ***inclusive /exclusive*** of the following charges i. e.

- 1) Water Connection charges and Electricity connection charges & Electric cable laying charges, Water Resource development charges, MSED meter deposit, Water connection deposit and meter charges
- 2) Development Charges/Infrastructure Development Charges.
- 3) Charges and expenses including Advocate's and Solicitor's fee for formation, registration of the said association/society including the share money and application fee.
- 4) Club House membership charges.

11(B). The Purchase price mentioned above is **exclusive** of the following charges i.e.

- 1) Stamp Duty, Registration, Legal Charges and other charges payable to the concerned authorities for registration of this Agreement.
- 2) Legal and document charges at the time of execution of this Agreement.
- 3) Charges for valuation report, if required.
- 4) GST (Goods and Service Tax) or any other taxes or charges levied by the State or Government authorities.
- 6) Any other taxes/charges that shall be levied or become leviable by CIDCO/NMMC or any Government authorities.
- 7) Annual Deposit for proportionate share of taxes and other charges (from date of the Occupancy Certificate) .
- 8) Proportionate share of expenses for execution and registration of Conveyance in favour of Co-op. Hsg. Soc. Ltd., to be formed and the PURCHASER/S has/have to pay the same as and when required /demanded by the BUILDER.
- 9) Charges for Mahanagar Gas Connection, if provided.

12. The BUILDERS shall hand-over to the PURCHASER/S the said premises that has/have been purchased by the PURCHASER/S after the BUILDERS have obtained the completion or occupancy certificate or No Objection Certificate from the Corporation or any other competent as the case may be. THE BUILDERS shall endeavor to hand over possession of the Flat /Shop to the PURCHASER/S on or before **DECEMBER, 2018.**, provided that the BUILDERS shall be entitled to reasonable extension of time for giving delivery of said premises, if the completion of the building in which the said premises is to be situated is delayed on account of:

- i) Non-availability or steep rise in prices of steel, cement and other building material, water or electric supply.
- ii) War, Civil Commotion, strike, labour dispute or act of God and/ or any other natural calamity and other cause beyond the control of the BUILDERS.
- iii) Any notice, order, rule notification of the government and / or other public or Competent Authority.
- iv) Non payment of the amounts by the PURCHASER/S on due dates and as per Schedule of Payment.

13. If for reasons beyond the control of the BUILDERS, as mentioned in clause no.12 the BUILDERS are unable to give possession by the said date, then it is agreed by and between the parties hereto that the said date shall be deemed to have been automatically extended by the period during which the delay has taken place. A notice shall be given by the BUILDERS to the PURCHASER/S to take possession on a specified date of possession and possession shall be delivered by the BUILDERS provided all the amounts under this Agreement and otherwise at law are paid by the PURCHASER/S to the BUILDERS and all necessary papers for possession as also various forms, applications, letters, papers, writings or documents required for the Formation of the Society or to be given to various authorities are duly filed in, signed, executed and delivered by the PURCHASER/S.

14. THE BUILDERS shall not be liable for any loss, damage, injury or Delay Due to Maharashtra State Electricity Distribution Co., causing delay in sanctioning and supplying electricity or due to local authority concerned causing delay in giving/supplying permanent water connection or such other service connections necessary for using/occupying the Flat/Shop/Office.

15. The Flat/Shop/Office PURCHASER/S shall use the Flat/Shop/Office or any part there in of or permit the same to be used only for the purpose of residence/commercial and at the request of the purchaser/s, the BUILDERS may consider allotting / reserving to the purchaser/s car parking space under the stilt provided it is available as on the date of determined by the BUILDERS. The PURCHASER/S shall use the stilt parking space if allotted by the BUILDERS, only for purpose of keeping or parking the PURCHASER'S own vehicle. The PURCHASER/S agrees not to change use of the Flat/Shop/Office or premises without prior consent in writing of the BUILDERS. Any unauthorized change of use by the PURCHASER/S shall render this agreement void and the PURCHASER/S in that event shall not be entitled for any rights rising out of the agreement.

16. The PURCHASER/S hereby agrees to take the possession of the Flat/Shop/Office on Part Occupancy or Full Occupancy Certificate from concerned authority. And shall not raise any Objection and/or claim on future construction work to be carried out on the same plot and shall be at inconvenience due to the same.

17. THE PURCHASER/S shall be entitled to take possession of the said premises if the Purchaser/s have duly observed and performed all the obligations and stipulations contained in this agreement and the part of the Purchaser/s is to observe, perform and also duly pay to the BUILDERS all the amounts and whatsoever amounts payable by the said Purchaser/s to the BUILDERS under this Agreement and not otherwise.

18. The BUILDERS shall in respect of any amount unpaid by the PURCHASER/S under the terms and conditions of this Agreement have a first lien and charge on the said premises agreed to be acquired by the PURCHASER/S.

19. Upon delivery of possession, the PURCHASER/S shall be entitled to the use and take occupation of the said premises without hindrance but without any further claim at any time as to the workmanship or quality of material used in the said premises.

20. The Purchaser/s shall be liable to bear and pay all taxes and other charges payable in respect of their premises and common expenses of their building proportionally from the date from which CIDCO/NMMC has granted the Occupancy Certificate to the BUILDERS and shall be liable to pay service charges and outgoings from the date the BUILDERS obtain the part Occupancy/Occupancy Certificate from the CIDCO/NMMC.

21. If the PURCHASER/S takes the possession and does not pay outgoings, he/she/they loses all benefits of the agreement for sale of Flat/Shop/Office signed by him/her/them with the BUILDERS and in that case the building in which the defaulter's Flat/Shop/Office is situated and the said building is having a common electric meter then the BUILDERS shall disconnect the electric connection given to the defaulter's Flat/Shop/Office since the outgoings include common electric charges like staircase lighting, pump energy consumption, pump operator charges, sweeper salary etc.

22. The PURCHASER/S shall take possession of the said Flat/Shop/Office within a period of 10 days from the BUILDERS giving written notice to the PURCHASER/S intimating that the said Flat/Shop/Office is ready for use and occupation. He/she/they shall use the parking space if any allowed to him/her/them only for the purpose of parking his/her/their own vehicle.

23. All notices to be served on the Flat/Shop/Office PURCHASER/S as contemplated by this agreement shall be deemed to have been duly served if sent to the Flat/Shop/Office PURCHASER/S by registered post/courier or under certificate of posting at his/her/their address specified below:-

.....

24. The PURCHASER/S doth hereby covenant with the BUILDERS as follows:-

a) To maintain the said Flat/Shop/Office at the PURCHASER'S own cost in good condition from the date of possession of the Flat/Shop/Office is taken and shall not do or suffer to be done anything in or to the building in which the Flat/Shop/Office is situated, staircase or any passages which may be against the rules, regulations or bye-laws of the Concerned Authority or any other Authority or change/alter or make addition in or to the building in which the Flat /Shop is situated and the Flat/Shop/ Office itself or any part thereof.

b) Not to store in the Flat/Shop/Office any goods which are hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat/Shop/Office etc., is situated or storing of which goods is objected by the Concerned Authority or other authority and shall not carry or caused to be carrying heavy packages to upper floors which may damage or likely to damage the staircase, common passages, lift or any other structure of the building in which the Flat/Shop/Office is situated. Any damages caused to the structure of the building on account of negligence or default of the PURCHASER/S on this behalf, the PURCHASER/S shall be liable for the consequences of the such breach/default.

c) To carry at his/her/their own cost all internal repairs to the said Flat/Shop/Office in the same conditions state and order in which it was delivered by the BUILDERS to the PURCHASER/S and shall not do or suffer to be done anything in or to the building in which the Flat/Shop/Office is situated or the Flat/Shop/Office which may be given and to observe the Rules and Regulations and bye-laws of Concerned Authority or Co-Operative Society or any other Authority. And in the contravention to the above provision, the PURCHASER/S shall be responsible and liable for consequences thereof to Co-operative Society, to Concerned Authority and any other Public Authority.

d) Not to demolish or cause to be demolished the Flat/Shop/Office or any part thereof, at any time or make or cause to be made any addition or alteration of whatever nature in or to the Flat/Shop/Office or any part thereof, or any alteration in the elevation and outside colour scheme of the building in which the Flat/Shop/Office is situated and shall keep the portion, sewers, drains, pipes in the Flat/Shop/Office and appurtenances thereof in good, tenantable repair and conditions, and in particular so as to support shelter and protect the other part of the building in which the Flat/Shop/Office is situated and shall not chiesel or in any other way damage columns, beams, walls, slabs or R.C.C, pardis or other structural members in the Flat/Shop/Office without the prior written permission of the BUILDERS and/or the Society or Limited Company.

e) Not to do or permit to be done any Act or things which may render void or voidable any insurance of the said land and the building in which the Flat/Shop/Office is situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance.

f) Not to throw dirt, rubbish, rags, garbage, or other refuse or permit the same to be thrown from the said Flat/Shop/Office in the compound or any portion of the said land & building in which the Flat/Shop/Office is situated.

g) To bear and pay any increases in local tax, water charges, insurance and such other levies, if any, which may be imposed by the concerned local authority or Government or other public authority on account of the change of user of the said Premises by the Purchaser/s.

h) The PURCHASER/S shall observe and perform all the rules and regulations which the Society/Apartment Owners Association or the Limited Company may adopt at its inception and the additions alteration/documents there of that may be made from time to time for protection and maintenance of the said building and the Flat/Shop/Office therein and the observance and performance of the building rules, Regulations and bye-laws for the time being of Concerned Authority and of Government and other bodies. The PURCHASER/S shall observe and perform all the stipulations and conditions laid down by the Society/Apartment Owners Associations/Limited Co. regarding the occupation and use of the Flat/Shop/Office in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

i) the PURCHASER/S shall not let, transfer, assign or part with PURCHASER'S interest or benefit of this agreement or part with the possession of the Flat/Shop/Office until all the dues payable by the PURCHASER/S to the BUILDERS under this Agreement are fully paid up and only if the PURCHASER/S had not been guilty of breach of non-observance of any of the terms and conditions of this Agreement and until the PURCHASER/S has/have obtained the permission in writing of the BUILDERS for such transfer.

j) Till a conveyance of building in which Flat/Shop/Office is situated is executed, the PURCHASER/S shall permit the BUILDERS and their Surveyors and Agents with or without workmen and other, at all reasonable times, to enter into and upon the said land and building or any part thereof to view and examine the state and conditions thereof.

25. The PURCHASER/S herewith agree and confirm not to start or do the following activities in the said Flat/Shop/Office and will also not lease to any person/s for doing the non-permissible activities. viz. any kind of **beer bar, Flour Mill, Wine shop, Mutton/Chicken Shop (butcher shop), ladies Dancing Bar and Clubs in any circumstances.**

25A. **Restaurant, Recreation clubs etc.** will not be permitted in the Said Building without the written consent of the BUILDERS.

26. The PURCHASER/S will not sell/lease the said Flat/Shop/Office to any person/s without prior permission of the BUILDERS/Society and will ensure that the above said activities/ business activity will not be carried in the said Flat/Shop/Office and said Flat/Shop/Office will be used only for Residential/Commercial purpose as the case may be.

27. THE PURCHASER/S along with the other PURCHASER/S of Flat/Shop/Office in the building shall join in forming and registering a Society or Apartment Owner's Association to be known as '**LAXMI ICON**' and also from time to time sign and execute the application for registration and/or membership and other papers, documents necessary for the formation of the Society or Apartment Owner's Association and for becoming a member including the bye-laws of the proposed

Society and duly fill in, sign, so as to enable the BUILDERS to register the Organization of the PURCHASER/S under the provisions of the Real Estate (Regulation And Development) Act 2016 within the time limit prescribed thereunder. No objection shall be taken by the PURCHASER/S if any changes or modifications are made in the draft/bye-laws or the Memorandum and/or Articles of the Association as may be required by the Registrar of Co-Operative Societies or the Registrar of Companies as the case may be or by any other Competent Authority.

28. In the event of Co-operative Society being formed and registered before the sale or disposal by the BUILDERS of all Flat/Shop/Office in the said Building, the power and authorities of the Co-operative Society so formed or so registered shall be subject to over all control of the BUILDERS in respect of any of the matters concerning the said unsold Flats/Shops/Office and all amenities pertaining to the same and in particular the BUILDERS shall have absolute authority and control as regards the disposal of the unsold Flats/Shops/Office at any stage and to receive and appropriate the sale prices in respect thereof and all the PURCHASER/S of such unsold Flats/Shops/Office shall be admitted as members of the Co-operative Society with the same rights and same benefits and subject to and without any reservation and conditions whatsoever and the PURCHASER/S shall consent to admit such PURCHASER/S of unsold Flat/Shop/Office as a member of such Co-operative Society as aforesaid without raising any objections whatsoever and without charging any transfer fee and/or donation and/or maintenance charges from such PURCHASER/S of unsold Flat/Shop/Office.

29. The BUILDERS shall not be liable to pay any maintenance or common expenses in respect of the unsold Flat/Shop/Office in the said building.

30. THE Purchaser/s further agree, undertake and declare to contribute and pay a proportionate share of the cost of the transformer/Sub Station, if installed by the BUILDERS through MSED before taking over the possession of the Premises. The Purchaser/s hereby further declares that he/she/they will not object to such payment that is the cost incurred or to be incurred for installation of transformer /Sub Station or payable to MSED. The said deposits referred to hereinabove shall be paid by the Purchaser/s and he/she/they shall not raise any objection whatsoever in calculating the rate of such deposits and such deposits shall on such Lease Deed / Deed of Assignment executed by paid over by the BUILDERS to the said Society or body corporate/organisation after deducting there from the amount if any payable by the Purchaser/s to the BUILDERS under and in accordance with the provisions of this Agreement PROVIDED HOWEVER that the Purchaser/s shall pay such further amount or amounts to the BUILDERS as required by them from time to time towards the aforesaid deposit or any other deposits in the event of the said deposit/s being insufficient to meet the expenses. The Purchaser/s further agree and bind himself/herself/ themselves to pay from the date of delivery of possession of the said premises (the date means the date of which the BUILDERS shall give notice to the Purchaser/s that the said Premises is ready to be handed over to him/her/them) the proportionate share to be determined by the BUILDERS and all outgoing taxes and other taxes levies, local taxes, N. A. taxes, betterment charges or such other levies by the Concerned Local Authorities/or Government, insurances, water charges, common lights, sewage, sanitation, electric bills and repairs and salaries of Clerks, Bill Collectors, Chowkidars (Watchmen), Sweepers, all other expenses incidental to the management and maintenance of the plot until the CIDCO LTD/NMMC taxes and water charges are fixed and /or assessed separately and exact amounts are worked out for each of the Premises.

31. THE PURCHASER/S further agree that till the PURCHASER'S share is so determined, the PURCHASER/S shall pay to the BUILDERS provisional monthly contribution towards the outgoings. The Purchaser/s, at the time of taking possession, agree and bind himself/herself /themselves to pay to the BUILDERS in 12 months advance as per demand being the lump sum deposit towards the General maintenance charges for the said premises for Fit -out. (Excluding the proportionate Property tax). The amounts so paid by the PURCHASER/S to BUILDERS shall not carry any interest and remain with the BUILDERS until an assignment of lease is executed in favour of the Society/Apartment Owner's Association as aforesaid. On such assignment of lease being executed, the aforesaid deposit shall be accounted for and the balance if any be paid over by the BUILDERS to the Society.

32. All costs, charges including the stamp duty and registration charges payable in respect of this agreement shall be borne and paid by the PURCHASER/S. And the proportionate share of stamp duty and registration of lease deed and/or Deed of Assignment in favour of co-operative Housing Society, to be executed by the Corporation shall be borne and paid by the PURCHASER/S and the BUILDERS shall in no way either be liable or responsible for the same.

33. After the Company / Society / Association as the case may be is formed & charge is handed over to them by the BUILDERS, the PURCHASER/S shall pay his/her/their contribution / outgoings directly to the said Company / Society /Association.

34. THE PURCHASER/S shall at no time demand partition of their interest in the said building. It is being hereby agreed and declared by the parties that the interest in the said building is impartable and it is agreed by the PURCHASER/S that the BUILDERS shall not be liable to execute any document for that purpose in respect of the said Flat/Shop/Office in favour of the PURCHASER/S.

35. It is also understood and agreed by and between the parties hereto that the space/otla in front of or adjacent to the Flat/Shop/Office and such space/otla are intended for the exclusive use of the respective Flat/Shop/Office PURCHASER/S. The said open area in front of the Flat/Shop/Office shall not be enclosed by the Flat/Shop/Office PURCHASER/S till the permission in writing is obtained from the BUILDERS as well as from the concerned local authority. The PURCHASER/S of flat hereby undertakes that he/she/they shall use the said Flat/Shop/Office in such way that the Flat/Shop/Office PURCHASER/S below the said Flat/Shop/Office shall not be disturbed and he/she/they shall maintain the said Flat/Shop/Office at his/her/their own cost.

36. It is hereby agreed that the stilts on the said buildings shall always belong to the BUILDERS and they shall be entitled to deal with and dispose off the same in the manner they deem fit. In the event of the BUILDERS obtaining permission from CIDCO/NMMC and/or concerned authority for constructing any premises stilts, then the BUILDERS shall be entitled to dispose off such premises constructed by them on the stilts on such terms as the BUILDERS may deem fit and PURCHASER/S shall not object for the same.

37. THIS Agreement shall always be subject to the terms and conditions of the said Agreement to Lease dated 11.12.2014, Agreement to Lease dated 11.12.2014 , Modified Agreement dated 31.12.2014 , Modified Agreement dated 31.12.2014, and Agreement for amalgamation dated 18.06.2015, executed in favour of **M/S ANIRUDDHA BUILDERS AND DEVELOPERS**, as mentioned above and the rules & Regulations, if any, made by 'THE CORPORATION', and or the Government of Maharashtra, NMMC and/or other Authority governing the said transaction.

38. AND this Agreement shall be subject to the provisions contained in the Real Estate (Regulation and Development) Act 2016 or any amendment for the time being in force.

39. In addition to the agreed consideration, and other charges mentioned hereinabove, the GST payable to the Central Government/State Government or any other or additional taxes, charges, levies as and when levied on the sale of this Flat/Shop/Office shall be borne and paid by the Purchaser/s alone. It is hereby specifically agreed by the parties hereto that the liability of the Purchaser/s to pay the above mentioned taxes shall remain in force even after the BUILDERS have handed over the possession of the said Flat/Shop/Office to the Purchaser/s. And at no point of time the BUILDERS shall be liable to bear or pay the same in any manner whatsoever.

40. The BUILDERS shall have the right to make addition and / or alterations and raise or put up additional structures as may be permitted by the CIDCO Ltd., / NMMC. It is expressly agreed that the BUILDERS alone shall be entitled to any F.S.I. which may become available in respect of the said property and /or T.D.R. of any other property available in any manner whatsoever at any time hereafter by virtue of any change in the law or by virtue of any amendment in the law applicable or any notification or order passed by the Government of Maharashtra or the union of India or the Corporation or any other public or private body or authority, as the case may be, and the PURCHASER/S further confirm/s that the BUILDERS shall be entitled to utilise the said F.S.I. by constructing additional Building or Buildings or floor/s or tenements or structures on the said plot and said Property as the BUILDERS may desire without any interruption dispute or objection by the PURCHASER/S or any other Co-operative Society, or any other body or organization of prospective PURCHASER/S of the premises in the said building of Complex in any manner whatsoever.

41. The Purchaser/s herein doth hereby agree and give their irrevocable consent under Section 14 (2) (i) of the RERA Act 2016, whereby the BUILDERS shall have right to make additions, alterations, amendments and changes in the building plans and/or to the said building or any part thereof for any users or to change the user (excluding the said Flat/Shop/Office purchased under this Agreement) including to raise additional floors or structures on the said Complex/ building or upon part or parts of the said building /Plot at any time righter before or after transfer of the Plot & such rights shall include the right to use/consume F.S.I. or additional F.S.I. or global FSI which may become available in respect of the said Plot or any other lands at anytime hereafter in future by reserving such rights in Lease Deed or to make such amendments alterations in the sanctioned plan as may be permitted by CIDCO/NMMC and/or any other authorites and such additions of additional structures or floors or storey or Premises shall be the sole and absolute Plot of the BUILDERS who shall be fully entitled to sell, deal with the depose off the same to any person/s.

42. WHEREAS the name of the building to be constructed for the members of the Co-operative Housing Society shall be “ **LAXMI ICON** ” and shall not be changed without the written permission of the BUILDERS.

SCHEDULE OF PLOT -I

All that piece or parcel of land bearing Plot No.69, Sector - 44A, in Nerul, Navi Mumbai, Tal. & Dist. Thane, containing by admeasurement **1481.480** sq. mtrs., or thereabouts and bounded as follows:-

On or towards the North by	:	Plot No. 70
On or towards the South by	:	11 mtrs. wide Road
On or towards the East by	:	30 mtrs. wide Road
On or towards the West by	:	3.00 mtrs. wide Pathway

SCHEDULE OF PLOT -I

All that piece or parcel of land bearing Plot No.70, Sector - 44A, in Nerul, Navi Mumbai, Tal. & Dist. Thane, containing by admeasurement **1472.040** sq. mtrs., or thereabouts and bounded as follows:-

On or towards the North by	:	20 mtrs. wide Road
On or towards the South by	:	Plot No. 69
On or towards the East by	:	30 mtrs. wide Road
On or towards the West by	:	3.00 mtrs. wide Pathway

SCHEDULE OF THE ABOVE REFERRED PROPERTY

Flat/Shop/Office No....., on the Floor, admeasuring aboutCarpet Area +sq.ft Floor Bed/Otla + sq. ft. Cupboard + sq. ft. Double height balcony & +sq.ft, Duct Board, in the building known as '**LAXMI ICON**', standing on Plot Nos.69 & 70, Sector - 44A, in Nerul, Navi Mumbai, Tal. & Dist. Thane, (Building : Ground + 14 Floors).

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their hands this day and year first hereinabove mentioned.

SIGNED, SEALED AND DELIVERED)

by the withinnamed 'THE BUILDERS')

M/S. ANIRUDDHA BUILDERS AND DEVELOPERS)

through its Authorised Partner)

1) MR. ARJUN KRISHNARAO DESHMUKH)

2) MR. SAVALRAM PADMARAMJI PATEL)

in the presence of)

1.)

2.)

SIGNED, SEALED AND DELIVERED)

by the withinnamed 'PURCHASER/S')

.....)

in the presence of)

1.)

2.)

RECEIPT

RECEIVED the sum of Rs...../- (RUPEES.....
 ONLY) from the
 PURCHASER/S being the PART and ADVANCE payment in respect of
Flat/Shop/Office No....., on the Floor, in the building known
 as 'LAXMI ICON ', standing on Plot Nos.69 & 70, Sector - 44A, in Nerul, Navi
 Mumbai, Tal. & Dist. Thane as agreed under these presents.

Mode of Payment:

- i) Rs...../-, vide Cheque No....., dated, drawn on Punjab &
, branch.
- ii) Rs...../-, vide Cheque No....., dated, drawn on
 Bank, branch.
- iii) Rs...../-, vide Cheque No....., dated, drawn on
 Bank, branch.

WE SAY RECEIVED

M/S ANIRUDDHA BUILDERS AND DEVELOPERS

through its Authorised Partner

1) MR. ARJUN KRISHNARAO DESHMUKH

2) MR. SAVALRAM PADMARAMJI PATEL

(BUILDERS)

This receipt is subject to realisation of Cheques and on issuing this receipt all previous
 provisional receipt shall stand cancelled.

WITNESSES :

- 1.
- 2.

ANNEXURE

LIST OF AMENITIES

INTERNAL SPECIFICATION:

1. **Lobby :** Decorative entrance lobby with air conditioned lounge for guests.
2. **Flooring:** Vitrified flooring in all rooms, Wooden Flooring in Master bedrooms, Anti skid tiles in the attached area.
3. **Kitchen:** Granite Kitchen platform with stainless steel sink and provision for Exhaust fan and water purifier. Wall ties up to beam levels
4. **Wall & Paints:** Gypsum/POP finished internal walls with Lusture/Plastic paints and texture finished external paint of building
5. **Security:** Video door calling security system for each flat with cameras at the gate with Intercom facility.
6. **Doors & Windows:** Attractive designer main door with elegant fittings. UPVC/Aluminum designer french window with mosquito net protection
7. **Electrification:** Branded concealed copper wiring with MCB. Branded electrical fittings with telephone TV, AC and internal points.
8. **Bath and WC:** DESIGNER bathrooms with branded sanitary ware & fixture. Good quality Concealed Plumbing and electrical fittings.
9. **Parking :** Ample Stilt parking on ground, 1st & 2nd Floor..

SPECIAL FEATURE:

- I. World Class club house with air conditioned gymnasium.
- II. Swimming Pool.
- III. Lush Green landscape garden.
- IV. Children play area and sand pit.
- V. Senior citizen sit outs.
- VI. Amphitheater.
- VII. Indoor games.
- VIII. Jogging track.
- IX. Temple
- X. Multipurpose community hall.