

## **AGREEMENT FOR SALE**

THIS **AGREEMENT FOR SALE** is made and entered into at Navi Mumbai on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between M/S. **KASTURI DEVELOPERS**, a proprietary concern through its Proprietor SHRI BHAGWANJI DHARAMSHI MINAT, having his office at 602, Nandidham C.H.S. Ltd., Plot No.-29, Sector No.-42A, Seawoods, Navi Mumbai-400 706, hereinafter referred to as "**THE PROMOTER**" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his

heirs, executors, administrators and assigns) OF THE ONE PART **and**  
**SHRI/SMT./MISS./M/S.** \_\_\_\_\_

\_\_\_\_\_/  
having his/her/their address at \_\_\_\_\_

\_\_\_\_\_/  
hereinafter referred to as "**THE ALLOTTEE(S)**" (which expression shall  
unless it be repugnant to the context or meaning thereof shall mean and  
include in the case of individuals his/her/their heirs and legal representatives  
and in case of partnership firm the partners constituting the firm for the time  
being and the survivors or survivor of them and their respective heirs and  
legal representatives and in the case of a corporate body, its successors and  
assigns and in the case of the Trust its trustees for the time being) OF THE  
OTHER PART.

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

And whereas the state Government has acquired land within the delineated  
area of Navi Mumbai and vested the same in the Corporation by an Order  
duly made in that behalf as per the provisions of Section 113 of the said Act;

And whereas by virtue of being the Development Authority the Corporation  
has been empowered under Section 118 of the said Act to dispose off any

land acquired by it or vested into it in accordance with the proposal approved by the State Government under the said Act;

And whereas the Promoter herein vide his 2 (Two) separate applications bearing numbers 33 & 35, both dated 05/11/2018, requested the Corporation to grant him the lease of pieces and parcels of land acquired and vested in the Corporation by the State;

And whereas the said Corporation vide its Allotment letters bearing reference numbers 2806/1000141/339 & 2807/1000142/338, both dated 12/02/2019 allotted 2 (Two) pieces and parcels of land bearing **Plot numbers F-94 & F-95, admeasuring 1716.65 Sq. Mts. & 1717.98 Sq. Mts. respectively, both situate, lying and being at Sector No.-12, Kharghar, Navi Mumbai, Tal.-Panvel, Dist.-Raigad** and more particularly described in the **"First Schedule"** hereunder written, hereinafter referred to as "THE SAID PLOTS OF LAND/PROPERTY" on the terms and conditions including the conditions of lease of the said Property as set out therein;

And whereas the Promoter before the execution of the Agreements to Lease, paid the entire lease premium of Rs.32,14,42,712.50 (Rupees Thirty Two Crore Fourteen Lakh Forty Two Thousand Seven Hundred Twelve and Fifty Paise Only) on 23/07/2019 for Plot No. F-94 and Rs.24,09,46,695/- (Rupees Twenty Four Crore Nine Lakh Forty Six Thousand Six Hundred Ninety Five Only) on 14/08/2019 for Plot No. F-95 to CIDCO Ltd., as and by way of full and final payment of Lease Premium and entered into **2 (Two) separate Agreements to Lease both dated 20/08/2019** with the Corporation and after construction of building(s) on the said Plots of land, the Corporation shall execute the Lease Deeds in favour of the Promoter granting him the lease of the said Plots of land for a period of 60 (Sixty) years from the date of Agreement to Lease. The said Agreements to Lease are duly registered before the Joint Sub Registrar of Assurances at Panvel-2 under Receipt Nos.- 12661 & 12660, Document Nos. PVL2-10925-2019 & PVL2-10924-2019 respectively on 20/08/2019;

And whereas upon the specific request made by the Promoter vide his CFC Application No.-37338, dated 29/08/2019, to the Corporation for permission to amalgamate the said plots of land into one single plot, the Corporation vide its letter bearing number CIDCO/Estate-3/2019/80000037338/7232, dated 24/10/2019, granted its permission for amalgamation of the said Plot Nos. F-94 & F-95 admeasuring 1716.65 Sq. Mts. & 1717.98 Sq. Mts. respectively into one unified plot of land;

And whereas by virtue of a **Modified Agreement dated 25/10/2019** duly registered before the Joint Sub Registrar of Assurances at Panvel-5 under Receipt No.-11636, Document No. PVL5-11379-2019 on 26/10/2019, executed between the Corporation of the One Part and the said Promoter M/S. KASTURI DEVELOPERS through its Proprietor SHRI BHAGWANJI DHARAMSHI MINAT of the Other Part, **the Corporation amalgamated the said Plot Nos. F-94 & F-95 into one unified plot read as F-94 + F-95 admeasuring 3434.63 Sq. Mts.** for the purpose of construction of the buildings thereon;

And whereas by virtue of the aforesaid Agreements to Lease and Modified Agreement, the Promoter is absolutely seized and possessed of and well and sufficiently entitled to the said plots of land bearing number F-94 + F-95;

And whereas the aforesaid Agreements to Lease are with the benefit and right to construct any new building permitted by the concerned local authority;

And whereas the Promoter is entitled and enjoined upon to construct the residential cum commercial buildings on the project land in accordance with the recitals above and as per the plans sanctioned and the development permission granted by CIDCO vide its **Commencement Certificate bearing number CIDCO/BP-17189/TPO(NM&K) 2019/6267, dated 16/12/2019** including such additions, modifications, revisions, alterations

therein, if any, from time to time as may be approved by the Planning Authorities. The copy of the Commencement Certificate is annexed herewith as "Annexure-A";

And whereas the Promoter has proposed to construct on the project land a **building known as "REGIUS" consisting of Ground plus 19 (Nineteen) upper floors comprising 64 (Sixty Four) residential units and 22 (Twenty Two) commercial units**, on 'Ownership Basis' to the prospective buyers;

And whereas **the Allottee(s) is/are offered a Flat/Shop bearing number \_\_\_\_\_ admeasuring \_\_\_\_\_ Sq. Mts. carpet area on the \_\_\_\_\_ Floor** (hereinafter referred to as "THE SAID FLAT/SHOP") **of the Building project called "REGIUS"** (hereinafter referred to as "THE SAID BUILDING") being constructed of the said project land by the Promoter;

And whereas the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

And whereas the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building(s);

And whereas by virtue of the aforesaid Agreement, the Promoter has sole and exclusive right to sell the Flats, Shops and Other Units in the proposed building(s) to be constructed by the Promoter on the project land and to enter into Agreement(s) with the Allottee(s) of the said Flats, Shops and Other Units therein and to receive the sale price in respect thereof;

And whereas on demand from the allottee(s), the Promoter has given inspection to the Allottee(s) of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "THE SAID ACT") and the rules and regulations made thereunder;

And whereas the authenticated copy of Certificate of Title issued by Advocate of the Promoter SHRI SUNIL J. GARG, showing the nature of the title of the Promoter to the project land on which the Flats/Shops are to be constructed have been annexed hereto and marked as **"Annexure-B"**;

And whereas the authenticated copies of the plans of the layout as approved by the concerned Local Authority have been annexed hereto and marked as **"Annexure-C"**;

And whereas the authenticated copies of the plans and specifications of the Flat/Shop agreed to be purchased by the Allottee(s), as sanctioned and approved by the local authority have been annexed and marked as **"Annexure-D"**;

And whereas the Promoter has got the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building(s) so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building;

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

And whereas the Promoter has accordingly commenced construction of the said building in accordance with the said proposed plans;

And whereas **the Allottee(s) has/have applied to the Promoter for allotment of a Flat/Shop bearing number \_\_\_\_\_ on the \_\_\_\_\_ Floor of the said building project known as "REGIUS"** being constructed of the said Project;

And whereas the **carpet area of the said Flat/Shop is \_\_\_\_\_ Sq. Mts.** and "Carpet Area" means the net usable floor area of Flat/Shop, excluding the area covered by the external walls, areas under services shafts, exclusive balcony area appurtenant to the said Flat/ Shop for exclusive use of the Allottee(s) or verandah area and exclusive open terrace appurtenant to the said Flat/Shop for exclusive use of the Allottee(s), but includes the area covered by the internal partition walls of the Flat/Shop;

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

And whereas **prior to the execution of these presents, the Allottee(s) has/have paid to the Promoter a sum of ` \_\_\_\_\_ (Rupees**

\_\_\_\_\_  
\_\_\_\_\_ **Only), being part payment of the sale consideration** of the Flat/Shop agreed to be sold by the Promoter to the Allottee(s) as advance payment or application fee (the payment and receipt whereof the Promoter doth hereby admits and acknowledges) and the Allottee(s) agree(s) to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing;

And whereas the Promoter has **registered the Project** under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 **with the Real Estate Regulatory Authority at Mumbai under the Registration No.\_\_\_\_\_**. The authenticated copy of the certificate is annexed herewith as "**Annexure-E**";

And whereas under Section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Flat/Shop with the Allottee(s), being in fact these presents and also to register said Agreement under the Registration Act, 1908;

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee(s) hereby agree(s) to purchase the said Flat/Shop.

**Now therefore this agreement witnesseth and it is hereby agreed by and between the parties hereto as follows:**

- 1) The Promoter shall construct the said **building project to be known as "REGIUS" consisting of Ground plus 19 (Nineteen) upper floors on the project land being Plot Nos. F-94 + F-95, admeasuring 3434.63 Sq. Mts., situated at Sector No.-12, Kharghar, Navi Mumbai, Tal.-Panvel, Dist.-Raigad** in accordance with the plans, designs and specifications approved by the concerned local authority and which have been seen and approved by the Allottee(s) with only such variations and modifications as the Promoter may consider necessary or as may be required by the concerned local authority/Government to be made in any of the Premises, provided that the Promoter shall have to obtain prior consent in writing of the Allottee(s) in respect of such variations or modifications which may



adversely affect the Flats/Shops of the Allottee(s) except any alteration or addition required by any Government authorities or due to change in law.

- 2) The Allottee(s) hereby agree(s) to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee(s) the said **Flat/ Shop bearing No.\_\_\_\_\_ admeasuring \_\_\_\_\_ Sq. Mts. carpet area on the \_\_\_\_\_ Floor of the said building project known as "REGIUS"** hereinafter referred to as "THE SAID FLAT/ SHOP" and more particularly described in the **"Second Schedule"** hereunder written and as shown on the floor plan thereof hereto annexed and marked as **"Annexure-C" for a lump sum price of Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_ Only)** being and inclusive the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule written hereunder. In addition to the above, without any further monetary consideration, the Allottee(s) is/are entitle to enclosed balcony of \_\_\_\_\_ Sq. Mts., the ancillary area (the additional area) for his/her/their exclusive use.
- 3) The **Allottee(s) has/have paid on or before execution of this agreement a sum of Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_ Only)** as advance payment or application fee and hereby agree(s) to pay to the Promoter the **balance amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) in the following manner:**

Sr. No.	Particulars	Percent	Amount in Rs.
1.	EMD at the time of booking	10%	
2.	Upon execution of Agreement	15%	

3.	Completion of Plinth	10%	
4.	On completion of 2 <sup>nd</sup> Slab	5%	
5.	On completion of 4 <sup>th</sup> Slab	5%	
6.	On completion of 6 <sup>th</sup> Slab	5%	
7.	On completion of 8 <sup>th</sup> Slab	5%	
8.	On completion of 10 <sup>th</sup> Slab	5%	
9.	On completion of 12 <sup>th</sup> Slab	3%	
10.	On completion of 14 <sup>th</sup> Slab	3%	
11.	On completion of 16 <sup>th</sup> Slab	3%	
12.	On completion of 18 <sup>th</sup> Slab	3%	
13.	On completion of 20 <sup>th</sup> Slab	3%	
14.	On completion brick work	10%	
15.	On completion of plaster work	5%	
16.	On completion of plumbing, flooring, Painting, lifts, water pumps, electrical fittings, paving, etc.	5%	
17.	On Possession	5%	
	<b>Total</b>	<b>100%</b>	

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, **the Allottee(s) shall make all payments**, on demand by the Promoter, within the stipulated time as mentioned in the payment schedule **through account payee cheque, demand draft or online payment in favour of M/S. KASTURI DEVELOPERS**, payable at Navi Mumbai. The Allottee(s) shall deduct tax at source on the payment made at the prevalent rate, if applicable and furnish a TDS certificate to the Promoter within 7 (Seven) days after such deduction is made. In addition to the above consideration, the Allottee(s) shall be liable to pay the Promoter Goods

and Service Tax (GST), at the rate as may be levied by the concerned authority.

- 4) The Total Purchase Price above excludes tax consisting of tax paid or payable by the Promoter by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Flat/ Shop.
- 5) The Total Price is escalation-free, save and except escalations/ increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority local bodies/ Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost or levies imposed by the competent authorities etc. the Promoter shall enclose the said notification/order/ rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottees, which shall only be applicable on subsequent payments.
- 6) The Promoter shall confirm the final carpet area that has been allotted to the Allottee(s) after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (Three Percent). 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 defined limit then Promoter shall refund the excess money paid by Allottee(s) within 45 (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(s). If there is any increase in the carpet area allotted to

Allottee(s), the Promoter shall demand additional amount from the Allottee(s) as per the next milestone of the Payment Plan.

- 7) The Allottee(s) authorize(s) the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoter may in its sole discretion deem fit and the Allottee(s) undertake(s) not to object/demand/direct the Promoter to adjust his/her/their payments in any manner.
- 8) The Promoter hereby agree(s) to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the Flat/Shop to the Allottee(s), obtain from the concerned local authority Occupation and/or Completion Certificates in respect of the said Flat/Shop.
- 9) Time is essence for the Promoter as well as the Allottee(s). The Promoter shall abide by the time schedule for completing the project and handing over the Flat/Shop to the Allottee(s) and the common areas to the association of the Allottees after receiving the Occupancy Certificate or the Completion Certificate or both, as the case may be. Similarly, the Allottee(s) shall make the timely payments of the instalment and other dues payable by him/her/them and meet the other obligations under the Agreement subject to the simultaneous completion of construction by the Promotes as provided in Clause No.- 4 herein above.
- 10) The Promoter hereby declares that the **FSI (Floor Space Index) available as on date in respect of the project land is 5147.50 Sq. Mts.** only. The Promoter has disclosed the **FSI of 1.5 (One &**

**Half)** as proposed to be utilized by him on the project land in the said Project and Allottee(s) has/have agreed to purchase the said Flat/Shop based on the proposed construction and sale of Flat/Shop to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to the Promoter only.

- 11) If the Promoter fails to abide by the time schedule for completing the project and handing over the Flat/Shop to the Allottee(s), then the Promoter agrees to pay to the Allottee(s) who do/does not intend to withdraw from the project, interest as specified in the rule, on all the amounts paid by the Allottee(s) for every month of delay, till the handing over of the possession. The Allottee(s) agree(s) to pay to the Promoter, interest as specified in the rule i.e. interest as per State Bank of India marginal cost of lending rate plus 2% (Two Percent) per annum with monthly rests, on all the delayed payment which become due and payable by the Allottee(s) to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter.
- 12) Without prejudice to the right of Promoter to charge interest in terms of Sub-Clause No.-13 above, on the Allottee(s) committing default in payment on due date of any amount due and payable by the Allottee(s) 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(s) committing 3 (Three) defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:
  - a) Provided that, Promoter shall give notice of 15 (Fifteen) days in writing to the Allottee(s) by Registered Post AD at the address provided by the Allottee(s) and mail at the e-mail address provided by the Allottee(s) of his intention to terminate this Agreement and of the specific breach(s) of terms and conditions in respect of which it is

intended to terminate the Agreement. If the Allottee(s) fail(s) to rectify the breach(s) mentioned by the Promoter within the period of notice then at the end of such notice period, the Promoter shall be entitled to terminate this Agreement.

- b) Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee(s) after deducting 10% (Ten Percent) of the total Agreement value of the Premises and the total interest payable due to delayed payments of the previous installments till the date of cancellation by the Promoter to the Allottee(s) as agreed liquidated damages within a period of 30 (Thirty) days of the termination, the instalments of sale consideration of the Flat/Shop which may till then have been paid by the Allottee(s) to the Promoter.
- 13) The fixture and fittings with regards to flooring and sanitary fittings and amenities like one or more lift with particular brand to be provided by the Promoter in the Flat/Shop.
- 14) **The Promoter shall give possession of the Flat/Shop to the Allottee(s) on or before \_\_\_\_\_.** If the Promoter fail(s) or neglect(s) to give possession of the Flat/Shop to the Allottee(s) on account of reasons beyond his control and of his agents by the aforesaid date, then the Promoter shall be liable on demand, to refund to the Allottee(s) the amounts already received by him in respect of the Flat/Shop with interest at the same rate as may mentioned in the Clause No.-14 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that, the Promoter shall be entitled to reasonable extension of time for giving delivery of Flat/Shop on the aforesaid date, if the completion of building in which the Flat/Shop situated, is delayed on account of:
  - i) War, civil commotion or act of God;
  - ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

- 15) The Promoter, upon obtaining the Occupancy Certificate from the competent authority and the payment made by the Allottee(s) as per the agreement shall offer in writing the possession of the Flat/Shop to the Allottee(s) in terms of this Agreement to be taken within 15 (Fifteen) days from the date of issue of such notice and the Promoter shall give possession of the Flat/Shop to the Allottee(s). The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s) agree(s) to pay the maintenance charges as determined by the Promoter or association of Allottee(s), shall commence on obtaining Occupancy Certificate and/or on obtaining possession whichever is earlier, as the case may be for the amount shall be determined by the Promoter. The Promoter shall offer the possession to the Allottee(s) in writing within 7 (Seven) days of receiving the Occupancy Certificate of the Project.
- 16) The Allottee(s) shall take possession of the Flat/Shop within 15 (Fifteen) days from receipt of the written notice from the Promoter to the Allottee(s) intimating that the said Flat/Shop are ready for use and occupancy.
- 17) Upon receiving a written intimation from the Promoter as per Clause No.-17, the Allottee(s) shall take possession of the Flat/Shop 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 Flat/Shop to the Allottee(s). In case the Allottee(s) fail(s) to take possession within the time provided in Clause No.-17, such Allottee(s) shall continue to be liable to pay maintenance charges as applicable.

- 18) The Promoter has made full and true disclosure of the title of the said land as well as encumbrances, if any, known to him in the title report of the advocate. The Promoter has also disclosed to the Allottee(s), nature of his right, title and interest or right to construct building and also given inspection of all documents to the Allottee(s) as required by the law. The Allottee(s) having acquainted himself/herself/themselves with all facts and right of the Promoter and after satisfaction of the same has entered into this Agreement.
- 19) The Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and rules and regulations made there under or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement, shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Allottee(s) understand(s) and agree(s) that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 20) The Promoter accepts no responsibility in this regards. The Allotte(s) shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to



the Promoter immediately and comply with necessary formalities if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee(s) and such third party shall not have any right in the application/allotment of the said Flat/Shop applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee(s) only.

- 21) If within a period of 5 (Five) years from the date of handing over the Flat/Shop to the Allottee(s), the Allottee(s) bring(s) to the notice of the Promoter, any structural defect in the Flat, Shop or the building in which the Flat/Shop is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee(s) shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided however, that the allottee(s) shall not carry out any alterations of the whatsoever nature in the said Flat/Shop of building and in specific the structure of the said unit of the said building which shall include but not limit to columns, beams etc or in fittings therein, in particular it is hereby agreed that the allottee(s) shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water, if any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect(s) caused on account of wilful neglect on the part of the Promoter, and shall not mean defect(s) caused by normal wear and tear and by negligent use of Flat/Shop by the occupants, vagaries of nature etc. That it shall be the responsibility of the allottee(s) to maintain his/her/their unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his Flat/Shop are regularly filled with white cement/epoxy to

prevent water seepage. Further, where the manufacturer warranty as shown by the Promoter to the allottee(s) ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building and if the annual maintenance contracts are not done/renewed by the allottee(s) the Promoter shall not be responsible for any defects occurring due to the same. That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipment's, fixtures sustainable and in proper working condition to continue warranty in both the Flat/Shop and the common project amenities wherever applicable. That the allottee(s) has/have been made aware and that the allottee(s) expressly agree(s) that the regular wear and tear of unit/building includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20° c and which do not amount to structure defects and hence cannot be attributed to either bad workmanships or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of the allottee(s), it shall be necessary to appoint an expert who shall be a nominated surveyor who shall then submit a report to state the defects in materials used, in the structure built of the unit and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

- 22) The Allottee(s) shall use the Flat/Shop or any part thereof or permit the same to be used only for purpose of residence for carrying on any business. He/she/they shall use the parking space only for purpose of keeping or parking his/her/their own vehicle.
- 23) The Allottee(s) along with other Allottees of Flat/Shop in the building shall join in forming and registering the society or association or a limited company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute

the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the society or association or limited company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within 7 (Seven) days of the same being forwarded by the Promoter to the Allottee(s), so as to enable the Promoter to register the common organisation of Allottees. No objection shall be taken by the Allottee(s) if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

- 24) The Promoter shall, within 3 (Three) months of registration of the society or association or limited company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Promoter in the said structure of the Building in which the said Flat/Shop is situated.
- 25) The Promoter shall, within 3 (Three) months of registration of the society or limited company, as aforesaid, cause to be transferred to the society, company all the right, title and the interest of the Promoter in the project land on which the building is constructed.
- 26) Within 15 (Fifteen) days after notice in writing is given by the Promoter to the Allottee(s) that the Flat/Shop is ready for use and occupancy, the Allottee(s) shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat/Shop of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the

management and maintenance of the project land and building(s). Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee(s) shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee(s) further agree(s) that till the Allottee(s)' share is so determined the Allottee(s) shall pay to the Promoter the provisional monthly contribution as may be decided by the Promoters towards the outgoings. The amounts so paid by the Allottee(s) to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

- 27) The Allottee(s) shall on or before delivery of possession of the said premises keep deposited with the Promoter, the amount for the following as may be determined at that point of time:
  - a) share money, application entrance fee of the Society or Limited Company.
  - b) cost of formation and registration of the Society or Limited Company including cost of conveyance.
  - c) deposit towards provisional monthly contribution towards outgoings of Society or Limited Company.
- 28) At the time of registration of conveyance or lease of the structure of the building or wing of the building, the Allottee(s) shall pay to the Promoter, his/her/their share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the

structure of the said Building/wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee(s) shall pay to the Promoter, his/her/their share of stamp duty and registration charges payable, by the said Society or Limited company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Society or limited company.

- 29) The Promoter hereby represents and warrants to the Allottee(s) as follows:
- a) The Promoter has clear and marketable title with respect to the project land as declared in the title report annexed to this agreement and have the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
  - b) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
  - c) There are no encumbrances upon the project land or the Project;
  - d) There are no litigations pending before any Court of law with respect to the project land or Project;
  - e) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

- f) 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(s) created herein, may prejudicially be affected;
- g) 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 project land, including the Project and the said Flat/Shop which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- h) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat/Shop to the Allottee(s) in the manner contemplated in this Agreement;
- i) At the time of execution of the Conveyance Deed of the structure to the association of Allottees the Promoter shall handover the lawful, vacant and peaceful physical possession of the common areas of the Structure to the Association of the Allottees;
- j) 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;
- k) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project.
- 30) The Allottee(s) for himself/herself/themselves with intention to bind himself/herself/themselves and all persons into whomsoever hands

the said Flat/Shop may come, doth hereby covenant(s) with the Promoter(s) as follows:

- a) To maintain the Flat/Shop at the Allottee(s)' own cost in good and tenantable repair and condition from the date that of possession of the Flat/Shop is taken and shall not do or suffer to be done anything in or to the building in which the Flat/Shop is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat/Shop is situated and the Flat/Shop itself or any part thereof without the consent of the local authorities, if required.
- b) Not to store in the Flat/Shop any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat/Shop is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat/Shop is situated, including entrances of the building in which the Flat/Shop is situated and in case any damage is caused to the building in which the Flat/Shop is situated or the Flat/Shop on account of negligence or default of the Allottee(s) in this behalf, the Allottee(s) shall be liable for the consequences of the breach.
- c) To carry out at his/her/their own cost all internal repairs to the said Flat/Shop and maintain the Flat/Shop in the same condition, state and order in which it was delivered by the Promoter to the Allottee(s) and shall not do or suffer to be done anything in or to the building in which the Flat/Shop is situated or the Flat/Shop which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee(s) committing any act in contravention of the above provision, the Allottee(s) shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- d) Not to demolish or cause to be demolished the Flat/Shop or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat/Shop or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat/Shop is situated and shall keep the portion, sewers, drains and pipes in the Flat/Shop and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat/Shop is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat/Shop without the prior written permission of the Promoter and/or the Society or the Limited Company.
- 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/Shop is situated or any part thereof or whereby any increased 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 in the compound or any portion of the project land and the building in which the Flat/Shop is situated.
- g) Pay to the Promoter within 15 (Fifteen) days of demand by the Promoter, their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat/Shop is situated.
- h) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat/Shop by the Allottee(s) for any purposes other than for purpose for which it is sold.



- i) The Allottee(s) shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat/Shop until all the dues payable by the Allottee(s) to the Promoter under this Agreement are fully paid up.
- j) The Allottee(s) shall observe and perform all the rules and regulations which the society or the limited company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flat/Shop therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee(s) shall also observe and perform all the stipulations and conditions laid down by the society/limited company regarding the occupancy and use of the Flat/Shop in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- k) Till a conveyance of the structure of the building in which Flat/Shop is situated is executed in favour of society/limited society, the Allottee(s) shall permit the Promoter and his 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.
- l) Not to change the position of the sliding windows provided by the Promoter in the Flat/Shop by the Flat Allottee(s) and not to change the shape and size of the door frames and French doors and sliding windows section and elevation thereof in the said Flat/Shop.
- m) Not to do or permit to be done any act or things which may render void or violable any insurance of the said property and the said building or any part thereof or whereby any increased premium become payable in respect of such insurances.

- 31) The Promoter shall maintain separate account in respect of the sums received by the Promoter from the Allottee(s) as advance or deposit, sums received on account of the share capital for the promotion of the co-operative society or limited company or any other legal body to be formed or towards the outgoings, legal charges and shall utilise the amounts only for the purpose for which they have been received.
- 32) Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise and/or assignment in law of the said Flat/Shop or the said building or any part thereof. The Allottee(s) shall have no claim save and except in respect of the said Flat/Shop hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces, recreational spaces will remain the property of the Promoter until the said structure of the building is transferred to the society/limited company or other legal body as hereinbefore mentioned.
- 33) The Promoter shall in respect of any amount unpaid by the Allottee(s) under this Agreement, have a first lien and/or charge on the said Premises agreed to be acquired by the Allottee(s).
- 34) Any delay or indulgence by the Promoter in enforcing the terms of this Agreement or forbearance on their part or giving extensions of time by the Promoter to the Allottee(s) for payment of purchase price in installments or otherwise shall not be construed as a waiver on the part of the Promoter of any breach of this Agreement by the Allottee(s) nor shall the same in any manner prejudice the rights of the Promoter.
- 35) The Promoter shall not be liable for any loss, damage or delay due to Maharashtra State Electricity Distribution Co. Ltd. causing delay in

sanctioning and supplying electricity or due to the Corporation/Local authority concerned causing delay in giving/supplying permanent water connection or such other service connections necessary for using/occupying the said premises.

- 36) The Allottee(s) shall have no claim save and except in respect of the particular premises hereby agreed to be acquired i.e. to any open spaces etc. which will remain the property of the Promoter until the whole property is transferred to the proposed co-operative society or a limited company or any other legal body as the case may be subject however to such conditions and covenants as the Promoter may impose.
- 37) If there is any increase in FSI and/or any other benefits, then such benefits shall go to the Promoter. The Allottees and/or the members of the proposed co-operative society, limited company or legal body shall not raise any objections to the Promoter utilising such increased FSI and/or using/appropriating such benefits.
- 38) It is agreed that if one or more of such Flat/Shop are not taken/purchased or occupied by any person other than the Promoter at the time the Building is ready for part occupation(s), the Promoter will be deemed to be the Owners thereof until such Flat/Shop are agreed to be sold by the Promoter. The Allottee(s) shall from date of possession maintain the said Flat/Shop at his/her/their own cost in a good and tenantable condition and shall not do or suffer to be done anything to the said building or the said Flat/Shop, staircase and common passages which may be against the rules or bye-laws of the Corporation or of the Promoter or the co-operative society or limited company or such other legal body as the case may be. No structural/architectural alteration/modification or changes shall be carried out by the Allottee(s) to the Flat/Shop. The Allottee(s) shall be responsible for breach of any rules and regulations as aforesaid.

- 39) So long as each Allottee in the said building shall not be separately assessed, the Allottee shall pay proportionate part of the taxes, Cess, assessments etc. in respect of the co-operative society or limited company or a legal body as the case may be whose decision shall be final and binding upon the Allottee(s).
- 40) It has been made clear by the Promoter to the Allottee(s) that the electric meters as well as the water meter in the said proposed building's project will be in the name of the Promoter herein and the Allottee(s) and/or the legal body which may be formed shall get the same transferred in their favour and the Promoter will grant their No Objection as and when required.
- 41) Subject to what is mentioned above, the Promoter will form a co-operative society or limited company or legal body after having sold all the Premises to the Allottee(s). All the Allottee(s) shall extend his/her/their necessary co-operation in the formation of the co-operative society or the limited company. On the co-operative society or legal body being registered or limited company being incorporated, the rights of Allottee(s) will be recognized by the said co-operative society or limited company or legal body and the rules and regulations framed by them shall be binding on the Allottee(s).
- 42) The Promoter's Advocate shall prepare and/or approve the documents to be executed in pursuance of this Agreement and also bye-Laws of the co-operative society or the Memorandum and Articles of Association of the limited company or of the legal body in connection with the formation and registration of the co-operative society or incorporation for the limited company or legal body. His costs shall be borne and paid by the Allottee(s) proportionately.

- 43) The Promoter shall has a right until execution of the Transfer/ Assignment in favour of the proposed co-operative society or limited company or legal body to make additions, alterations, put additional structure as may be permitted by the Corporation and Other Competent Authorities. Such addition, alterations, structures will be the sole property of the Promoter who will be entitled to dispose off the same in any way they choose and the Allottee(s) hereby consent(s) to the same.
- 44) It is expressly agreed and confirmed by the Allottee(s) that the terraces which are attached to the respective Flat/Shop will be in exclusive possession of the said Allottee(s) of the said Flat/Shop and other Allottee(s) will not in any manner object to the Promoter selling the Flat/Shop with an attached terrace with exclusive rights of the said Allottee(s) to use the said terraces.
- 45) The Allottee(s) shall maintain at his/her/their own cost the said Flat/ Shop agreed to be purchased by him/her/them in the same condition, state and Order in which it is delivered to him/her/them and shall abide by all bye-laws, rules and regulations of the Government of Maharashtra, M.S.E.D. Co. Ltd., Corporation and any other Authorities and local bodies and shall attend to, answer and be responsible for all actions and violations of any of the conditions, rules or bye-laws and shall observe and perform all the terms and conditions contained in this Agreement.
- 46) This Agreement shall always be subject to the terms and conditions of the Agreement to Lease and also the lease to be granted by the Corporation and the rules and regulations, if any made by the Corporation and/or the Government of Maharashtra and/or any other authority.

- 47) The Allottee(s) hereby agree(s) to pay to the Promoter the Stamp Duty and Registration Charges pertaining to this Agreement and also to bear and pay his/her/their proportionate contribution towards the stamp duty and registration charges that may have to be paid in respect of the Lease Deed/ Deed of Assignment to be executed by the Corporation in favour of the co-operative society or limited company or any other legal body as may be formed by the Allottee(s) of the premises in the said Building.
- 48) It is expressly agreed by and between the parties hereto that notwithstanding anything herein contained, if the Corporation charges any premium and/or any other amount for the purpose of execution of the Deed of Lease by the Corporation in respect of the said Plot and the building constructed/to be constructed thereon in favour of the co-operative society or limited company or other legal body or if such Deed of Lease is already executed in favour of the Promoter and if any premium or any other amount is required to be paid to the corporation for the purpose of obtaining the permission for execution of the Deed of Assignment/Transfer of the said Lease by the Promoter in respect of the said Plot and building constructed/to be constructed thereon in favour of such co-operative society or limited company or other legal body, then such premium amount shall be borne and paid by the Allottee(s) proportionately. In order to enable such co-operative society or limited company or other legal body to make payment of any premium and/or any other amount that may be demanded by the Corporation as aforesaid, the Allottee(s) hereby agree(s) and bind(s) himself/herself/themselves to pay such co-operative society or limited company or any other legal body his/her/ their share in such premium and/or amount payable to the Corporation in proportion to the area of the Flat/Shop in the said building.
- 49) The Allottee(s) shall at no time demand partition of his/her/their interest of their premises in the building. It is being hereby agreed

and declared by the parties that the interest in the said building is impartible and it is agreed by the Allottee(s) that the Promoter shall not be liable to execute any document for that purpose in respect of the said premises in favour of the Allottee(s).

- 50) The Promoter shall not be bound to carry out any extra additional work for the Allottee(s) without there being a written acceptance by the Promoter to carry out the said additional extra work for the Allottee(s) which again shall be at the sole discretion of the Promoter. If the Promoter has agreed to do any additional extra work for the Allottee(s), the Allottee(s) shall deposit the amount within 7 (Seven) days from the date when the Promoter inform the Allottee(s) the estimated cost for carrying out the said additional extra work. If the Allottee(s) fail(s) to deposit the estimated cost for carrying out the said additional extra work of the Allottee(s) agreed to be carried out by the Promoter, then the Promoter shall not be liable to carry out the additional/extra work in the premises of the Allottee(s).
- 51) It is hereby expressly agreed and provided that so long as it does not in any way affect or prejudice the rights hereunder granted in favor of the Allottee(s) in respect of the said Flat/Shop, the Promoter shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose of their right, title or interest in the premises in the building and the said property which comes to the share of the Promoter. The Allottee(s) shall not interfere with the rights of Promoter by any dispute raised or court injunction and/or under provision of any other applicable law. The Promoter shall always be entitled to sign undertaking and indemnity on behalf of the Allottee(s) as required by any authority of the stamp or central government or competent authorities under any law concerning construction of building for implementation of their scheme for development of the said property.
- 52) The Allottee(s) and the persons to whom the said Flat/Shop is permitted to be transferred with the written consent of the Promoter,

shall observe and perform byelaws and/or the rules and regulations of the co-operative society or any other organization, as and when registered and the additions, alterations or amendments thereof and shall also observe and carry out the building rules and regulations and the by-laws for the time being of the municipal council and/or public bodies. The Allottee(s) and persons to whom the said Flat/Shop is allowed to be transferred shall observe and perform all the stipulations and conditions laid down by co-operative society or other organization, regarding the occupation and use of the said Flat/Shop and the said property and shall pay and contribute regularly and punctually towards rates, cess, taxes and/or expenses and all other outgoings.

- 53) Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between parties hereto that, the Promoter herein has decided to have the name of the project "REGIUS" and building will be denoted by letters or name "REGIUS" building numbers in numerical as per sanction plan or as decided by the promoter herein on a building and at the entrances of the scheme. The allottees(s) in the said project/building(s) or proposed organization are not entitled to change the aforesaid project name and remove or alter promoter's name board in any circumstances. The name of the co-operative society or limited company or other legal body to be formed, may bear the same name. The name of the building however shall not be changed under any circumstances. This condition is essential condition of this agreement.
- 54) After the Promoter executes this Agreement for sale, he shall not mortgage or create a charge on the Flat/Shop and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee(s) who has\have taken or agreed to take such Flat/Shop.



- 55) Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) sign(s) and deliver(s) 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(s) and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fail(s) to execute and deliver to the Promoter this Agreement within 30 (Thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 15 (Fifteen) days from the date of its receipt by the Allottee(s), application of the Allottee(s) shall be treated as cancelled and all the sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.
- 56) This Agreement, along with its schedules and annexure, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Flat/Shop, as the case may be.
- 57) This Agreement may only be amended through written consent of the Parties.
- 58) It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable

to and enforceable against any subsequent Allottee(s) of the Flat/Shop, in case of a transfer, as the said obligations go along with the Flat/Shop for all intents and purposes.

- 59) If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
- 60) Wherever in this Agreement it is stipulated that the Allottee(s) has/have to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Flat/Shop to the total carpet area of all the Flats in the Project.
- 61) Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
- 62) The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee(s), in Panvel after the Agreement is duly executed by the Allottee(s) 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 Panvel, Raigad.

- 63) The Allottee(s) and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.
- 64) All notices to be served on the Allottee(s) and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) or the Promoter by Registered Post A.D & notified Email ID at their respective addresses specified below:

**PROMOTER:**

M/S. KASTURI DEVELOPERS

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Proprietor-SHRI BHAGWANJI DHARAMSHI MINAT

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602, Nandidham C.H.S. Ltd., Plot No.-29, Sector No.-42A,

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Seawoods, Navi Mumbai, Tal. & Dist.-Thane-400 706.

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Notified Email ID

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**ALLOTTEE(S):**

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Notified Email ID

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It shall be the duty of the Allottee(s) 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 communications and letters posted at the above address shall be

deemed to have been received by the Promoter or the Allottee(s), as the case may be.

- 65) That in case there are Joint Allottees 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 Allottees.
- 66) The charges towards stamp duty and Registration of this Agreement for sale shall be borne and paid by the allottee(s) only.
- 67) Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.
- 68) That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts at Panvel will have the jurisdiction for this Agreement

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**Description of the Land**

All that piece and parcel of land bearing Plot numbers F-94 + F-95, admeasuring 3434.63 Sq. Mts., situate, lying and being at Sector No.-12, Kharghar, Navi Mumbai, Tal.-Panvel, Dist.-Raigad-410 210 and bounded as follows; i.e. to say:

On or towards the North by : 15 Mts. wide Road  
On or towards the South by : 24 Mts. wide Road  
On or towards the East by : 24 Mts. wide Road  
On or towards the West by : Plot Nos. F-96 & F-93

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**Description of the Flat / Shop**

All that Residential/Commercial premises being Flat/Shop No.\_\_\_\_\_, admeasuring \_\_\_\_\_ Sq. Mts. carpet area on the \_\_\_\_\_ Floor of the building to be known as 'REGIUS' being constructed on Plot Nos. F-94 + F-95, situated at Sector No.-12, Kharghar, Navi Mumbai, Tal.-Panvel, Dist.-Raigad-410 210.

**In witness whereof the parties hereto have executed this Agreement on the day, month and year first above written.**

SIGNED, SEALED AND DELIVERED )  
BY THE WITHINNAMED PROMOTER )  
M/S. KASTURI DEVELOPERS )  
THROUGH ITS PROPRIETOR )  
SHRI BHAGWANJI DHARAMSHI MINAT )  
P.A.N.-AGLPP 6315 J )

IN THE PRESENCE OF

- 1) \_\_\_\_\_ )
- 2) \_\_\_\_\_ )

SIGNED, SEALED & DELIVERED BY )  
THE WITHINNAMED ALLOTTEE(S) )  
1) \_\_\_\_\_ )  
\_\_\_\_\_ )  
P.A.N.-\_\_\_\_\_ )  
  
2) \_\_\_\_\_ )  
\_\_\_\_\_ )  
P.A.N.-\_\_\_\_\_ )

IN THE PRESENCE OF

- 1) \_\_\_\_\_ )
- 2) \_\_\_\_\_ )

RECEIPT

Received of and from the withinnamed Purchaser(s) \_\_\_\_\_  
\_\_\_\_\_ /

the day and the year first herein above written the sum of ` \_\_\_\_\_

(Rupees \_\_\_\_\_

Only) towards part payment of the consideration against sale of Flat/Shop  
No.-\_\_\_\_\_ admeasuring \_\_\_\_\_ Sq. Mts. carpet area on the \_\_\_\_\_  
Floor of the building named "REGIUS" being constructed on Plot Nos. F-94 +  
F-95, situated at Sector No.-12, Kharghar, Navi Mumbai, Tal.-Panvel, Dist.-  
Raigad-410 210, paid by him/her/ them to us as per the following details:

Date	Cheque/RTGS DD/PO No.	Drawn on (Bank & Branch)	Amount in Rs.
Total Rupees _____ Only.			

I say received  
for M/S. KASTURI DEVELOPERS

(BHAGWANJI DHARAMSHI MINAT)  
Proprietor

WITNESS:

1) \_\_\_\_\_ )

2) \_\_\_\_\_ )