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AGREEMENT BETWEEN PROMOTERS AND ALLOTTEE

FLAT/SHOP NO._____, _____ FLOOR,
'__' WING,
BLDG. KNOWN AS **"AASTHA ALAVIO"**
PLOT NO.20, SECTOR-38,
NERUL, NAVI MUMBAI.

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BUILDING CONSISTS : GROUND + 16 FLOORS
(WITH LIFT)

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RERA CARPET AREA IN SQ.MTRS.	**:**
ENCLOSED BALACONY IN SQ. MTRS.	:
C. B. AREA IN SQ. MTRS.	:
F. B. AREA IN SQ. MTRS.	:
PROJECTED TERRACE IN SQ. MTRS.	:
SERVICE AREA IN SQ. MTRS.	:
NATURAL TERRACE IN SQ. MTRS.	:

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SALE PRICE : RS._____

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STAMP DUTY : RS._____
REGISTRATION FEE : RS._____

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THIS AGREEMENT is made and entered into at Navi Mumbai, on this ____ day of _____

BETWEEN

M/S. PYRAMID INFRATECH CO., (PAN NO.AAMFP8951D), a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at Shop No.1, Signature Heights, Plot No.19, Sector-8, Ghansoli, Navi Mumbai – 400 701, represented by its authorized Partner _____ hereinafter referred to as **"THE PROMOTERS"** (Which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees including those of respective partners) of the **FIRST PART**,

AND

..... aged ..... years, (PAN NO. .....) an adult, Indian Inhabitant, residing at ..... hereinafter referred to as **"THE ALLOTTEE"** (Which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, successors executors, administrators and assigns) of the **SECOND PART**.

DESCRIPTION OF PROPERTY

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FLAT/SHOP NO.	WING	FLOOR	PLOT NO.	SECTOR
____	___	_____	20	38

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BUILDING : "**AASTHA ALAVIO**"

NODE : NERUL, NAVI MUMBAI.

RERA CARPET AREA IN SQ.MTRS.	**:**
ENCLOSED BALACONY IN SQ. MTRS.	:
C. B. AREA IN SQ. MTRS.	:
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SERVICE AREA IN SQ. MTRS.	:
NATURAL TERRACE IN SQ. MTRS.	:

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BUILDING CONSISTS:GROUND + 16 FLOORS (WITH LIFT)

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SALE PRICE : Rs._____/- (Rupees _____ Only)

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hereinafter referred to as 'THE SAID FLAT/SHOP'

In this Agreement, unless the context otherwise implies the expression defined hereunder shall have the respective meanings assigned to them in the lease agreement, lease deed, Rules and Regulations of CIDCO, Navi Mumbai and RERA.

WHEREAS :

The City and Industrial Development Corporation of Maharashtra Ltd., a Govt. company within the meaning of the Companies Act, 1956, (I of 1956) (hereinafter referred to as 'THE CORPORATION') having its registered Office at Nirmal, 2nd Floor, Nariman Point, Mumbai-400 021, is a New Town Development Authority, under the provisions of sub-sec, 1 and 3-A of Section 113 of Maharashtra Regional & Town Planning Act, 1966, (Maharashtra Act No.-XXXVII of 1966 hereinafter referred to as the SAID ACT.).

AND WHEREAS:

By virtue of being the Development Authority the Corporation has been empowered under Section 113A 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 Govt. under the said Act.

AND WHEREAS:

This agreement shall be subject to rules contained in **REAL ESTATE (REGULATIONS AND DEVELOPMENT) ACT,** or any amendment there in or any re-enactment thereof from time to time or any law as applicable from time to time**.**

AND WHEREAS:

By an Agreement to Lease dated: **2nd December, 2016**, made at CBD, Belapur, Navi Mumbai, and entered into between the CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED, (CIDCO), therein and herein referred to as 'THE LESSOR' and **M/S. PYRAMID INFRATECH CO., through its Partners 1) MR. MAHESH MEGHJI PATEL, 2) MR. RAMESH JIVRAJ CHOUDHARY, 3) MR. LADHA BHACHU VAVIYA, 4) MR. RAVI KHIMJI**

MENAT, (therein referred to as "the Licensee and hereinafter referred to as the PROMOTERS), the CIDCO leased a Plot of land being Plot No.20, at Sector-38, admeasuring 1704.400 Sq. Mtrs., at Nerul, Navi Mumbai, Taluka–Thane, Dist.Thane, (hereinafter referred to as 'THE SAID PLOT').

AND WHEREAS:

THE Promoters paid the Premium in full agreed to be paid to the Corporation.

AND WHEREAS:

The said Agreement to Lease dated: **2nd December, 2016**, has been registered with the Sub Registrar of Assurances Thane-8, by paying proper Stamp Duty and Registration fee, vide Receipt No.15644, Registered Document No.TNN-8-14512-2016, Dt.06.12.2016.

AND WHEREAS:

The Physical possession of the said plot has been handed over to the Promoters for Development and Construction thereof the Building. The corporation granted permission or licence to the Promoters to enter upon the said Plot of land for the purpose of erecting building/s.

AND WHEREAS :

The Promoters have entrusted the architect works to **'ATUL PATEL ARCHITECTS'** (ARCHITECT) and RCC works to **A. G. GOKHALE & ASSOCIATES** (RCC Consultant) to develop, design and lay down specifications for construction of the building on the said Plot.

AND WHEREAS:

The Original Partners of **M/S. PYRAMID INFRATECH CO. 1) MR. MAHESH MEGHJI PATEL, 2) MR. RAMESH JIVRAJ CHOUDHARY, 3) MR. LADHA BHACHU VAVIYA, 4) MR. RAVI KHIMJI MENAT** have admitted **1) MR. BHAVESH HEMCHAND SHAH, 2) MR. DEEPAK KESHAVJI CHHEDA,** as a Partners by executing Deed of Admission on 22.12.2016. now as per the new Partnership the share of Partners are **1) MR. MAHESH MEGHJI PATEL - 10%, 2) MR. RAMESH JIVRAJ CHOUDHARY -**

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10% 3) MR. LADHA BHACHU VAVIYA - 10% 4) MR. RAVI KHIMJI MENAT - 20%, 1) MR. BHAVESH HEMCHAND SHAH - 25% 2) MR. DEEPAK KESHAVJI CHHEDA - 25%

AND WHEREAS :

The Navi Mumbai Municipal Corporation, by its development permission-cum-Commencement Certificate under Reference No.NMMC/TPD/BP/Online No. 20171CNMMC11436/ 2664/ 2017, Dated:22.06.2017, granted its permission to develop the said Plot and to construct a building for residential cum Commercial purposes on the said plot subject to the terms and conditions of the Commencement Letter and thereby approved and sanctioned the plans in respect of the said building which have been annexed hereto as 'Annexure A'.

AND WHEREAS:

The Partnership Firm **M/S. PYRAMID INFRATECH CO.** have applied to CIDCO for change of Partnership and CIDCO has changed in their CIDCO record vide Letter No.CIDCO/M(TS-I)/ EO(IV)/2017/184, Dt.28.09.2017.

AND WHEREAS :

The Promoters are entitled and enjoined upon to construct building on the project land in accordance with the recitals hereinabove;

AND WHEREAS :

The said Plot is earmarked for the purpose of building a residential cum commercial project consisting Ground + 16 Floors and the said project shall be known as "**AASTHA ALAVIO"** (hereinafter referred to as the said Building).

AND WHEREAS :

The Promoters have entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects and also have entered into standard agreement with RCC Consultant.

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AND WHEREAS :
The Allottee is offered a Flat/Shop bearing number _____ on the ____ floor, (more particularly mentioned hereinabove) being constructed on the said plot, by the Promoters.

AND WHEREAS :
The Promoters have registered the Project under the provisions of the Act with the Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority at No.P51700009719 Dt.22.08.2017

AND WHEREAS :
By virtue of the Lease Agreement/Tripartite Agreement/ Commencement Certificate the Promoters have sole and exclusive right to sell the said Flat/Shop in the said building to be constructed by the Promoters on the project land and to enter into Agreement with the Allottee of the Flat/Shop to receive the sale consideration in respect thereof.

AND WHEREAS :
The Report on Title issued by Advocate R. R. JINDAL, has been seen and inspected by the Allottee and a copy thereof has been annexed hereto and marked as Annexure 'B'. The Allottee have by virtue of his having executed this agreement is deemed to have accepted the title of Promoters to the said Plot as clear and marketable and free from all encumbrances and no further objection shall be raised upon it in any manner relating hereto.

AND WHEREAS :
The Allotee herein has demanded from the Promoters and the Promoters have given inspection to the Allottee, of all the documents of title relating to the said project described in the Schedule-II hereunder written and also the plans, designs and specifications of the said building prepared by the Architect 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 rules and regulations made there under.

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AND WHEREAS :

The Allotte has inspected all the title, Deed including approved plans as prepared by the Architect in the office of the Promoters and satisfied himself.

AND WHEREAS :

The authenticated copies of the plans of the Layout as approved by the concerned Local Authority and according to which the construction of building is proposed to be provided for on the said project 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, as sanctioned and approved by the local authority have been annexed hereto and marked as 'Annexure D'

AND WHEREAS :

The Promoters have got the approvals from the concerned local authority to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

AND WHEREAS :

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

AND WHEREAS :

The Promoters have accordingly commenced the construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS :

On satisfying himself about the plans, Deeds, documents etc. and satisfying himself of the title of Promoters the Allottee has

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applied to the Promoters for allotment and hereby agreed to Purchase Flat/Shop No.___ on _____ Floor being constructed on the said Plot. And ____ Car Parking Space bearing No. ____ ____ has been allotted to the Allottee.

AND WHEREAS :

The carpet area of the said Flat/Shop is _____ square meters and "carpet area" means the net usable floor area of an Flat/Shop, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat/Shop for exclusive use of the Allottee or verandah area and exclusive open terrace area, appurtenant to the said Flat/Shop for exclusive use of the Allottee, 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 hereinafter;

AND WHEREAS :

Prior to the execution of these presents the Allottee has paid to the Promoters a sum of Rs...../- (Rupees .....) only, being part payment of the sale consideration of the Flat/Shop agreed to be sold by the Promoters to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoters both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoters the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS :

Under section 13 of the said Act the Promoters is required to execute a written Agreement for sale of said Flat/Shop with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In

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accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agrees to sell and the Allottee hereby agrees 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 Promoters shall construct the said building/s consisting **Ground + 16 upper floors** on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time, provided that the Promoters shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Flat/Shop of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

2. The Allottee hereby agrees to purchase from the Promoters and the Promoters hereby agree to sell to the Allottee

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FLAT/SHOP NO.	WING	FLOOR	PLOT NO.	SECTOR
____	___	_____	20	38

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BUILDING : "**AASTHA ALAVIO**"
NODE : NERUL, NAVI MUMBAI.

RERA CARPET AREA IN SQ.MTRS.	**:**
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SERVICE AREA IN SQ. MTRS.	:
NATURAL TERRACE IN SQ. MTRS.	:

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BUILDING CONSISTS:GROUND + 16 FLOORS (WITH LIFT)

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hereinafter referred to as "the Flat/Shop") for the total consideration of Rs. ..... which is more particularly described in the Second Schedule annexed herewith.

3. The Allottee has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) as advance

payment or application fee and hereby agrees to pay to the Promoters the balance amount of Rs .....(Rupees .....) as per payment schedule annexed hereto and marked as Annexure 'E' (Time being essence of contract).

ANNEXURE 'E'
SCHEDULE OF PAYMENT

SR. NO.	PARTICULARS	%
1.	Booking/On Agreement	10%
2.	After Agreement	20%
2.	On Plinth	15%
3.	On Completion of 1st Slab	3%
4.	On Completion of 3rd Slab	3%
5.	On Completion of 5th Slab	3%
6.	On Completion of 7th Slab	3%
7.	On Completion of 9th Slab	3%
8.	On Completion of 11th Slab	3%
9.	On Completion of 13th Slab	3%
10.	On Completion of 15th Slab	3%
11.	On Completion of 17th Slab	1%
12.	On Completion of the walls and internal plaster	5%
13.	On Completion of the staircases, lift wells, lobbies upto the floor level	5%
14.	On Completion of external plumbing and external plaster and elevation	5%
15.	On Completion of Entrance Lobby, Paving, Flooring, Doors and Windows	5%
16.	On Completion of the lifts, water pumps, electrical fittings,	5%
17.	On Possession	5%
	Total	**100%**

The Allottee agrees to pay to the Promoters, interest as specified in the Rule of **REAL ESTATE (REGULATIONS AND**

DEVELOPMENT) ACT, on all the delayed payment which become due and payable by the Allottee to the Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee to the Promoters

The above consideration does not include various other charges, expenses more particularly mentioned in this agreement and the same shall be paid by the Allottee over and above the consideration mentioned herein on their respective due dates.

4. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of Value Added Tax, Service Tax,/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 Promoters) up to the date of handing over the possession of the said Flat/Shop.

5. The Promoters have further represented that as per the sanctioned building plans, Local authority has sanctioned certain additional areas as permitted under GDCR, the certificate of architect detailing the said additional areas is annexed hereto and marked annexure ‘F’. The Promoters have paid necessary premium, charges to the concerned authorities for getting the sanction of the said additional areas from the CIDCO, The aforesaid additional areas are fused to the said premises.

6. 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 Promoters undertakes and agree that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent

authorities etc., the Promoters 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 Allottee, which shall only be applicable on subsequent payments.

7. The Promoters shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The certificate issued by Architect certifying the above areas shall be binding on the parties. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoters shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 2 of this Agreement.

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

9. The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and

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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, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat/Shop.

10. The Promoters shall give notice to the allottee intimating the allottee the amount of the installment or the balance amount payable by the allottee to the Promoters in accordance with the payment schedule annexted hereto as annexure 'E'. (Time being essence of the contract) and within 15 days from the date of letter the allottee shall pay the amount of the said installment or the balance amount to the Promoters.

11. Both the Promoters and the allottee have mutually agreed that the allottee shall be liable and responsible to pay all the installments payable for the purchase of the said premises payable under this agreement on their respective due dates without committing any delay. In case if the allottee has obtained from any Bank/NBFC/Money lenders finance/loan on the said premises then it shall be the sole and absolute responsibility of allottee herein to ensure that the disbursement of all the installments is done within the time frame mentioned in this agreement.

12. Without prejudice to the right of Promoters to charge interest in terms of clause 3 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoters under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of installments,

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the Promoters shall at his own option, may terminate this Agreement:

Provided that, Promoters shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, Promoters shall be entitled to terminate this Agreement, provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoters) within a period of thirty days of the termination, the installments of sale consideration of the Flat/Shop which may till then have been paid by the Allottee to the Promoters.

In case of such termination, the Stamp duty, registration charges and all taxes paid by the allottee shall not be refunded by the Promoters.

In the event of such termination the promoters shall be entitled to resell the said premise to such third person/party as the Promoters may deem fit, necessary and proper and recovery and appropriate to themselves the entire sales consideration and other amount that shall be received from such resale.

13. Both the Promoters and Allottee hereby agrees to in such case of termination no interest shall be paid on refund of the consideration by the Promoters to the Allottee.

14. The Promoters shall provide the amenities and facilities

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as per the list of amenities annexed hereto and marked as Annexure 'G'

15. The Promoters hereby declares that the Floor Space Index available as on date in respect of the project land is 1.5 only and Promoters have planned to utilize Floor Space Index of 1.5 by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. In case the FSI is increased then that shall be utilize by the Promoters on Project land.

16. The Promoters shall give possession of the said Flat/Shop to the Allottee on or before _____ subject to force majeure and reasons beyond the control of the promoters. Provided that the Promoters 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 is to be situated is delayed on account of-

(i) War, terrorism, civil commotion or act of God ;

(ii)Any notice, order, rule, notification of the Government and/or other public or competent authority/court. restraining the development of the said Plot.

(iii) Civil commotion, agitation by local persons, strike.

iv) Non availability of any vital building material including cement, steel, sand etc.

v) Any change in law, notification and regulation relating to the development of the said project

vi) And also the Promoters shall not be liable for any delay that shall be caused due to any delay on part of any concerned authority in granting the necessary

permissions, sanctions NOC that shall be required by Promoters from time to time.

(vii) Circumstances beyond the control of the Promoters

17. **Procedure for taking possession :**

The Promoters, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Flat/Shop. The Promoters agree and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters. The Allottee agree(s) to pay the maintenance charges as determined by the Promoters or association of allottees, as the case may be. The Promoters on its behalf shall offer the possession to the Allottee in writing within 15 days of receiving the occupancy certificate of the Project.

18. The Allottee shall take possession of the Flat/Shop within 15 days of the written notice from the Promoters to the Allottee intimating that the said Flat/Shop is ready for use and occupancy:

19. **Failure of Allottee to take Possession of said Flat/Shop :**

Upon receiving a written intimation from the Promoters as per clause 17 the Allottee shall take possession of the Flat/Shop from the Promoters as prescribed in this Agreement, and the Promoters shall give possession of the Flat/Shop to the allottee. In case the Allottee fails to take possession within the time provided in clause 17 such Allottee shall continue to be liable to pay maintenance charges as applicable.

20. The Allottee shall use the Flat/Shop or any part thereof

or permit the same to be used only for purpose of residence.

21. The Allottee 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 Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the Allottee, so as to enable the Promoters to register the common organization of Allottee. No objection shall be taken by the Allottee 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.

22. The Promoters shall, as per rule cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/ Promoters and/or the owners in the said structure of the Building or wing in which the said Flat/Shop is situated.

23. The Promoters shall, as per rule cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoters and/or the owners in the project land on which the building with multiple wings or building are constructed.

24. Within 15 days after notice in writing is given by the Promoters to the Allottee that the Flat/Shop is ready for use and occupancy, the Allottee 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 shall pay to the Promoters such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoters provisional monthly contribution of such amount towards the outgoings which shall be determined by the Promoters. The amounts so paid by the Allottee to the Promoters shall not carry any interest and remain with the Promoters 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.

25. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoters, the following amounts :-

(i) Share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.

(ii) Formation and registration of the Society or Limited Company/Federation/ Apex body.

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(iii) Proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/ Federation/Apex body.

(iv) Provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.

(v) Water, Electric, and other utility and services connection charges.

(vi) Electrical receiving and Sub Station provided in Layout.

26. The Allottee shall pay to the Promoters amount for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/ Advocates of the Promoters in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

27. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoters, the Allottee's 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 shall pay to the Promoters, the Allottee's share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

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28. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS**

The Promoters hereby represents and warrants to the Allottee as follows:

i. The Promoters have clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has 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;

ii. The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the project land or the Project

iv. There are no litigations pending before any Court of law with respect to the project land or Project

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wings 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/wings shall be obtained by following due process of law and the Promoters have 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;

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vi. The Promoters confirms that the Promoters is not restricted in any manner whatsoever from selling the said Flat/Shop to the Allottee in the manner contemplated in this Agreement;

vii. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

viii. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoters in respect of the project land and/or the Project.

29. The Allottee or himself/themselves with intention to bring all persons into whosoever hands the Flat/Shop may come, hereby covenants with the Promoters as follows :

i. 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.

ii. 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 in this behalf, the Allottee shall be liable for the consequences of the breach.

iii. To carry out at his 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 Promoters to the Allottee 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 committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the 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 Promoters and/or the Society or the Limited Company.

v. 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.

vi. Pay to the Promoters within fifteen days of demand by the Promoters, his 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.

vii. 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 for any purposes other than for purpose for which it is sold

viii. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat/Shop until all the dues payable by the Allottee to the Promoters under this Agreement are fully paid up.

ix. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flat/Shop therein and for the observance and performance of the

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Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation 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.

x. 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 shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.

xi. Till a conveyance of the project land on which the building in which Flat/Shop is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

30. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

31. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat/Shop or of the said Building or any part thereof. The Allottee shall have no claim save and except in respect of the Flat/Shop hereby agreed to be sold to him and all open spaces, open parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body/Federation as herein before mentioned.

32. **PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE :**

After the Promoters executes this Agreement he shall not mortgage or create a charge on the said 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 who has taken or agreed to take such Flat/Shop.

33. Over and above the consideration and other amounts payable by the Allottee, the Allottee hereby agree that in the event of any amount becoming payable by way of levy or premium, taxes, cess, fees, Service charges, ALP, Maveja etc., after the date of this Agreement to the NMMC/CIDCO and other concerned local authorities or to the State/Central Government or in the event of any other payment for a similar nature becoming payable in respect of the said Property and/or in respect of the various premises to be constructed thereon, the same shall be paid by the Promoters, however, the same would be reimbursed by the Allottee to the Promoters in

proportion of the area of the said Flat/Shop to the total area of all the premises being constructed as a part of the Proposed Building on the said Property.

34. The Allottee is further made aware that potable water supply is provided by the NMMC/CIDCO and other concerned government authorities, and shall be made available to the said Proposed Building as per the supply received from such authorities. It is clarified that the Promoters have not represented to the Allottee or undertaken to the Allottee that such water supply is assured, as the same is subject to availability and supply from the concerned authorities.

35. It is also agreed and understood that the Promoters shall only pay proportionate charges towards Property tax, Service Charges as per actuals for Flat/Shop lying vacant and unsold Flat/Shop in the said Building. However the Promoters shall not pay the proportionate charges for water, common electricity, contribution towards repair and maintenance funds, expenses on repair and maintenance of the lifts including charges for running the lifts, car parking, non occupancy charges or any other charges.

36. Further the Promoters and the Allotee agrees that the Promoters can sell the premises in the said Project to any prospective buyer and such prospective buyers will become the member of the said Body without paying any transfer premium or any other charges to the said Society/Condominium.

37. The Allottee is aware that only on the basis of and relying on the representations, assurances, declarations, covenants and warranties made by him herein, the Promoters have agreed to and is/are

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executing this Agreement and Allottee hereby agrees to indemnify and keep indemnified the Promoters absolutely and forever from and against all and any damage or loss that may be caused to the Promoters including interalia against and in respect of all actions, demands, suits, proceedings, penalties, impositions, losses, damages, costs, charges and expenses, that may be caused to or incurred, sustained or suffered by the Promoters, by virtue of any of the aforesaid representations, assurances, declarations, covenants and warranties made by the Allottee being untrue and/or as a result of the Promoters entering in to this Agreement and/or any other present/future writings with the Allottee and/or arising there from.

38. If the Allottee, before formation of the society desire/s to sell or transfer his/her/their interest in the said Flat/Shop or wishes to transfer or give the benefit of this Agreement to other person/s, the same shall be done only after the Allottee obtain/s the prior written permission of the Promoters on their behalf. In the event of the Promoters granting such consent, the Allottee shall be liable to and shall pay appropriate charges to the Promoters such charges as the Promoters may in its absolute discretion determine by way of the transfer charges and administrative and other costs/charges, expenses pertaining to the same PROVIDED HOWEVER that such transferee/s/ assignee/s of the Allottee shall always be bound and liable by the terms, conditions and covenants hereof and on the part of the Allottee to be observed, performed and complied with. All the provisions of this Agreement shall ipso facto and automatically apply mutatis mutandis to such transferee/s/assignee/s also.

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39. All obligations of the Allottee and covenants made by the Allottee herein shall be deemed to be obligations and/or covenants, as the case may be, running with immoveable property and the observance, performance and compliance with such obligations and/or covenants shall be the responsibility of all persons into whose hands the said Flat/Shop may come.

40. Notwithstanding anything contained herein, the Promoters shall, in respect of any amount remaining unpaid by Allottee under the terms of this Agreement, have a first lien and charge on the said Flat/Shop agreed to be purchased by the Allottee hereunder.

41. Any delay or indulgence shown by the Promoters in enforcing the terms of agreement or any forbearance or giving of time to the Allottee shall not be constructed as a waiver on the part of the Promoters or any breach or non compliance of any of the terms and conditions of this Agreement by the Allottee nor shall the same in any manner prejudice any rights of the Promoters hereunder or in law.

42. **BINDING EFFECT :**

Forwarding this Agreement to the Allottee by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 15 (Fifteen) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoters. If the Allottee fails to execute and deliver to the Promoters this Agreement within 15 (Fifteen) days from the date of its receipt by the Allottee and/or appear before the Sub-

Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

43. **ENTIRE AGREEMENT :**

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Flat/Shop/plot/building, as the case may be.

44. **RIGHT TO AMEND :**

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

45. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE /SUBSEQUENT ALLOTTEES :**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee of the Flat/Shop, in case of a transfer, as the said obligations go along with the Flat/Shop for all intents and purposes.

46. **SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the RERA Act or the Rules and Regulations made

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

47. The Allottee and Promoters or his authorized signatory or power of attorney 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 allottee and Promoters or his authorized signatory or power of attorney will attend such office and admit execution thereof.

48. **METHOD OF CALCULATION OF PROPORTIONATE SHARE**

Wherever in this Agreement it is stipulated that the allottee has to make any payment in common with other allottee in Project, the same shall be in Proportion to the carpet area of the said premises to the total carpet area of all the Premises/Plots in the Project.

49. **FURTHER ASSURANCES**

Both parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additional to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuates the provisions of this agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred here under or pursuant to any such transaction

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50. That all notices to be served on the Allottee and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoters by Registered Post A.D

Name of Allottee :
(Allottee's Address)

Promoters name: **M/S. PYRAMID INFRATECH CO.,**
(Promoters Address) : Shop No.1, Signature Heights,
Plot No.19, Sector-8, Ghansoli,
Navi Mumbai – 400 701.

51. **JOINT ALLOTTEES :**

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

52. **STAMP DUTY AND REGISTRATION** :

Any charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee.

53. **DISPUTE RESOLUTION :-**

Any dispute or difference between the parties in relation to this agreement and/or terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to the authority as per the provisions of RERA and the Rules and Regulations thereunder.

First Schedule herein below Referred to Description of the freehold/ leasehold land and all other details

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SCHEDULE – I

All that piece of land known as Plot No.20, Sector-38, containing by admeasuring about 1704.400 Sq. Mtrs. at Nerul Tal. & Dist. Thane and bounded as follows:-

THAT IS TO SAY:

ON OR TOWARDS THE NORTH BY : Plot No.20A
ON OR TOWARDS THE SOUTH BY : 11.00 Mtrs. Wide Road
ON OR TOWARDS THE EAST BY : Plot No.19
ON OR TOWARDS THE WEST BY : 15.00 Mtrs. Wide Road

Second Schedule herein below Referred to Here set out the nature, extent and description of common areas and facilities.

SCHEDULE – II

FLAT/SHOP NO.	WING	FLOOR	PLOT NO.	SECTOR
____	____	_____	20	38

BUILDING : "**AASTHA ALAVIO**"

NODE : NERUL, NAVI MUMBAI.

RERA CARPET AREA IN SQ.MTRS.	**:**
ENCLOSED BALACONY IN SQ. MTRS.	:
C. B. AREA IN SQ. MTRS.	:
F. B. AREA IN SQ. MTRS.	:
PROJECTED TERRACE IN SQ. MTRS.	:
SERVICE AREA IN SQ. MTRS.	:
NATURAL TERRACE IN SQ. MTRS.	:

BUILDING CONSISTS:GROUND + 16 FLOORS (WITH LIFT)

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IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at *(city/town name)* in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED
Promoters:
M/S. PYRAMID INFRATECH CO,
(Authorized Signatory)
_____

(1)

(2)

At on

in the presence of WITNESSES:

1. Name Signature

_____

2. Name Signature

_____

SIGNED AND DELIVERED BY THE WITHIN NAMED
Allottee: (including joint buyers)

WITNESSES:

Name Signature

_____ _

Name Signature

_____

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R E C E I P T

Received of and From the withinnamed ALLOTTEE **_____,** a sum of **Rs._____/-** **(Rupees _____ Only)** being the advance payment of Sale Price of FLAT/SHOP being

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FLAT/SHOP NO.	WING	FLOOR	PLOT NO.	SECTOR
____	___	_____	20	38

==========

BUILDING : "**AASTHA ALAVIO**"

NODE : NERUL, NAVI MUMBAI.

RERA CARPET AREA IN SQ.MTRS.	**:**
ENCLOSED BALACONY IN SQ. MTRS.	:
C. B. AREA IN SQ. MTRS.	:
F. B. AREA IN SQ. MTRS.	:
PROJECTED TERRACE IN SQ. MTRS.	:
SERVICE AREA IN SQ. MTRS.	:
NATURAL TERRACE IN SQ. MTRS.	:

==========

BUILDING CONSISTS:GROUND + 16 FLOORS (WITH LIFT)

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WE SAY RECEIVED
Rs._____/-

M/S. PYRAMID INFRATECH CO
represented by its authorized Partner

_____

PROMOTERS

Witnesses:

1)

2)