AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made at Mumbai this ____ day of _____ 2023;

BY AND BETWEEN

M/S. MP SPACE DYNAMICS PVT. LTD., a Company duly registered under the Provision of Companies Act 1956, having its registered office at Office No.1305/6, Hurrah, City of Joy, ACC Compound Road, Mulund (W), Mumbai 400 080, and having its branch office address at Office No.102, 1st Floor, Mulund Ravi Kailash CHS Ltd., Navghar Road, Mulund (East), Mumbai 400 081, hereinafter referred to as **"THE PROMOTERS/ DEVELOPERS"** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, executors, administrators and permitted assigns) **OF THE ONE PART;**

AND

MR. _____, aged about _____ years, adult Indian inhabitant of Mumbai presetntly having address at _____

_____, hereinafter referred to as "**THE ALLOTTEE/S - PURCHASER/S** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors, and administrators and permitted assigns) **OF THE OTHER PART**;

WHEREAS during the life time as per 7/12 extract and other revenue record late Smt.Shobhana Maheshwar Khare, were the absolute Owner of the property bearing Survey No.23, Hissa No.1/A (Pt), C. T. S. No. 333A/1, of Village – Eksar, Taluka – Borivali and Final Plot No.222-223 of TPS III, now New F.P. No.253, of Village – Borivali, Taluka – Borivali, area admeasuring 1138.80 Sq. Mts. lying and situated at Borivali (West), Mumbai – 400 091, (hereinafter referred to as **"the said Property"**) but as per Property Card late Smt.Shobhana Maheshwar Khare and late Mr.Maheshwar Trimbak Khare were the absolute Owners of the said Property and more particularly described in the First schedule written hereunder.

AND WHEREAS by way of Agreement dated 26th day of March 1979 is made and entered into between Shobhana Maheshwar Khare as an Owner of the One Part and Mr.Jagannath Moreshwar Damle, as Developers of the Second Part, the said Owner had assigned development right of the said Property on the terms and condition as agreed and recorded therein.

AND WHEREAS by Agreement dated 4th day of October 1982 is made and entered into between late Smt. Shobhana Maheshwar Khare as a Owner of the One Part and Mr.Jagannath Moreshwar Damle as a Confirming Party of the Second Part and Mr.Ramchandra Vishwanath Patwardhan and Mr.Vaikunth Dattatraya Joshi as a Developers/Promoters of the third Part, therein the Party of the First Part with the

consent of the Party of the Second Part had transferred and assigned Development right of the said Property to the Party of the third Part on the terms and condition as agreed and recorded therein.

AND WHEREAS Late Smt.Shobhana Maheshwar Khare, was expired on 14/01/2009 and late Mr.Maheshwar T. Khare, expired on 07/09/2000 leaving behind their daughter (1) Mrs.Ranjana Somnath Jog nee Smt.Ranjana Maheshwar Khare and their daughter (2) Mrs.Charusheela Ajit Shete nee Smt.Charusheela Maheshwar Khare, and their daughter in law (3) Smt.Suchita Shivkumar Khare, and their Grand Son (4) Mr.Varun Shivkumar Khare and their son late Mr.Shivkumar Maheshwar Khare who is already expired on 03/03/1999, as the only legal heirs and legal representative of the said deceased and claimant of the said Property.

AND WHEREAS the said Mr.Ramchandra Vishwanath Patwardhan and Mr.Vaikunth Dattatraya Joshi, as a Promoter and Developers constructed a building known as **"NEW ASHWIN"** on the said Property, as more specifically described in the First Scheduled hereunder written consisting of Ground plus Four upper floors as per the plans and specification approved by the Bombay Municipal Corporation vide its approval Number CHE/4194//BP (WS)/AR OF 13/11/1998 (hereinafter referred to as **"the said Building"**).

AND WHEREAS the said building is having Ground Plus Four upper Floors with 33 Flats and the said building received the Occupation Certificate on 13th day of November, 1998 and thereafter the said the said Flats/tenements Purchasers have formed and registered the co-operative Housing Society known as **NEW ASHWIN CO-OPERATIVE HOUSING SOCIETY LIMITED.,** a Co-operative Housing Society duly registered under the Provisions of Maharashtra Co –operative Societies Act 1960 vide Registration No. BOM/WR/HSG/ TC/4240/1988 – 1989 dated 16/03/1989 and having its address at Plot No.222-223, TPS III, 51st TPS Road, Babhai, Borivali (West), Mumbai 400 091, and the said Society duly registered under the Provision of The Maharashtra Ownership Flats (Regulation of the Promotion of Construction, sale, Management and Transfer) Act 1963 and governed by Maharashtra Co-operative Societies Act, 1960 (hereinafter referred to as **"the said Society"**). A copy of the said Society Registration Certificte is annexed hereto and marked as "**Annexure – A".**

AND WHEREAS upon registration of the said Society the Members of the said society had requested several time to Mr.Ramchandra Vishwanath Patwardhan and Mr.Vaikunth Dattatraya Joshi, to Convey the said Property in favour of the said Society but the said Mr.Ramchandra Vishwanath Patwardhan and Mr.Vaikunth Dattatraya Joshi, had completely neglected the request and demand of the members of the said Society and hence all the members of the said Society have

unanimously decided to approach Deputy Registrar of Societies for Deemed Conveyance under the provision of U/s.5 A of the of The Maharashtra Ownership Flats (Regulation of the Promotion of Construction, sale, Management and Transfer) Act 1963.

AND WHEREAS by Deed of Unilateral Conveyance Deed dated 22nd day of August 2012 is executed at Mumbai by Mr.Subhash Patil, the Competent Authority appointed/delegated Powers U/s.5A of Maharashtra Ownership Flat (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act 1963 to grant the Deemed Conveyance in respect of the said property bearing Survey No.23, Hissa No.1/A (Pt), C. T. S. No. 333A/1, of Village – Eksar, Taluka – Borivali and now Final Plot No.222-223 of TPS III, New F.P. No.253, of Village – Borivali, Taluka – Borivali, area admeasuring 1138.80 Sq. Mts. lying and situated at Borivali (West), Mumbai – 400 091, (hereinafter referred to as **"the said Property"**) against the defaulting Promoter and Builder (1) Mr.Ramchandra Vishwanath Patwardhan, And (2) Mr.Vaikunth Dattatraya Joshi, and the Owners and land lord of the said property late (1) Smt. Shobhana Maheshwar Khare And Late (2) Mr.Maheshwar T. Khare, and now both are deceased and they are represented by through their legal heirs (1) Mrs.Ranjana Somnath Jog Nee Smt.Ranjana Maheshwar Khare, And (2) Mrs.Charusheela Ajit Shete Nee Smt.Charusheela Maheshwar Khare, And (3) Smt.Suchita Shivkumar Khare, And (4) Mr.Varun Shivkumar Khare, therein referred to as the said

Vendors of the one part and there in the Vendors has convey the said Property in favour of the said Society i.e. New Ashwin Co-Operative Housing Society Limited, a Co-operative Housing Society and the said Deed of Unilateral Conveyance Deed was duly registered before the Sub – Registrar of Assurance bearing its Registration No.BRL-3/9377/2012 Dated 29/11/2012.

AND WHEREAS under the aforesaid circumstances the said Society i.e. **"NEW ASHWIN CO-OPERATIVE HOUSING SOCIETY LIMITED,"** a Society duly registered under the Provision of the Maharashtra Co –operative Housing Society's Act1960 having it Registration No.**BOM/WR/HSG/TC/ 4240/1988 – 1989** dated 16/03/1989, became the absolute Owner of all that piece and parcel of land bearing Survey No.23, Hissa No.1/A (Pt), C. T. S. No. 333A/1, of Village – Eksar, Taluka – Borivali and now Final Plot No.222-223 of TPS III, New F.P. No.253, of Village – Borivali, Taluka – Borivali, area admeasuring 1138.80 Sq. Mts. lying and situated at Borivali (West), Mumbai – 400 091, lying and situated at Loknete Annasaheb Vartak Marg, Babhai, Borivali (W) Mumbai 400 091, (hereinafter referred to as "**THE SAID PROPERTY**"} and more particularly described in the First schedule written hereunder.

AND WHEREAS under the afrosaid circumstances the said Society is seized and possessed of or otherwise well and

sufficiently entitled to the Said Property. The name of the said Society is mutated in the revenue records/property cards. A copy of the said Property Card is annexed hereto and marked as "**Annexure – B".**

AND WHEREAS the said Society building is Ground + Four upper Floor consist of 33 (Thirty Three Society Members) and 7 occupant /structure holder and all the Members of the Society had unanimously decided to develop the said building after demolition of the existing building since the existing building is approximately 30 (Thirty) years old & dilapidated conditon and it required heavy expenditure and due to that the Society as well as Members decided to proceeds for Re – Development of the said Society lying on the said property.

AND WHEREAS by following due process of law and eeping in view the Directive dated 3rd January, 2009 issued under Section 79-A of Maharashtra Co-op. Societies Act, 1960, by the Government of Maharashtra, Co-operation, Marketing and Textiles Department, followed the procedure laid down therein for redevelopment of immoveable properties belonging to Co-operative societies in respect of the redevelopment of the Said Property.

AND WHEREAS in the General Body Meeting of the Society held on 18th day of October 2015, which was attended by Mr. M. A. Bane, authorized representative of the Deputy Registrar

of Co-operative Societies, “R - N” Ward, who was deputed to oversee the proceedings of the Meeting (in accordance with the provisions of the afore recited Directive issued under Section 79-A of the Maharashtra Co-operative Societies Act, 1960). The Society after considering all the points and offers received from other Developers and the said Society had unanimously appointed **M/S. MP SPACE DYNAMICS PVT. LTD.,** as Developers for Re – Development of the said Property of the said Society on the terms and condition prescribed in the Development Agreement.

AND WHEREAS by way of Development Agreement dated 9th day of August 2016 is made and executed between **NEW ASHWIN CO-OP. HSG. SOC. LTD.,** therein referred to as the Society of the One Part and **M/S. MP SPACE DYNAMICS PVT. LTD.,** therein referred to as the Developers of the Second Part, the Said Society and the Members of the Society have granted the License to the Developers to enter upon the said Property, more particularly described in the First Schedule hereunder written, to develop the said Property by demolishing the existing building on the said Property and constructing a proposed new building thereon by utilizing existing FSI as of the said Property and by acquiring and utilizing a portion of TDR and Fungible FSI as Developers on the terms and conditions incorporated in the said Development Agreement. The Developers had acquired Development right of the said Property bearing Survey No.23, Hissa No.1/A (Pt), C. T. S. No.

333A/1, of Village – Eksar, Taluka – Borivali and now Final Plot No.222-223 of TPS III, New F.P. No.253, of Village – Borivali, Taluka – Borivali, area admeasuring 1138.80 Sq. Mts. lying and situated at Borivali (West), Mumbai – 400 091, {hereinafter referred to as "**THE SAID PROPERTY**"} the said Development Agreement is duly registered before the Sub – Registrar of Assurance bearing its Registration No. BRL-5/8113/2016 dated 09/08/2016 (hereinafter referred to as **"the said Development Agreement"**) and further the said Society had given General Power of Attorney dated 9th day of August 2016 to the Developers and the same was also duly registered before the Sub – Registrar of Assurance bearing its Registration No. BRL-5/8114/2016 dated 09/08/2016 (hereinafter referred to as **"the said Power of Attorney"**).

AND WHEREAS the said Development Agreement and the General Power of attorney, both are valid and subsisting and the same have not been terminated or determined or challenged by the concerned parties therein. The Promoters - Developers also confirms that they have observed and complied with all the terms and conditions from time to time and requirements of the said Development Agreement to the satisfaction of the said Society and its Members.

AND WHEREAS in view of the above, the said society was desirous of Re -developing the Said Property by demolishing

Existing Building and the Structures standing on the Said Property and construction of a new building on the Said Property under the provisions of the Development Control & Promotion Regulations, 2034, for Mumbai, (hereinafter referred to as "**the DCPR, 2034**"), as amended from time to time. Accordingly, the Promoters – Developers had initiated to Re - develop the Said Property and to construct a new building on the Said Property wherein the existing Members of the said Society would be rehabilitated in the new building/s to be constructed on the Said Property on what is commonly known as ownership basis and the Promoters – Developers would be entitled with the right to sell on ownership basis the additional Flats or the surplus Flats/Units/shops/Offices or Premises and the car parking spaces that the Promoters – Developers shall construct in the new building on the Said Property. Under the D.C.P. Regulations, 2034, over and above the basic FSI of the Said Property, it is possible to carry out additional construction by acquiring, loading and utilising the FSI of other properties that may be obtained by way of TDR/Premium FSI/Incentive FSI from MCGM including TDR and by obtaining sanction for additional FSI and fungible FSI on payment of premium, if any required to be paid for this purpose.

AND WHEREAS the said society is in the absolute management charge and possession of the said Property and paying all the outgoings and looking after administrating and managing

affairs of the said Society. The said Society and their Members granted possession of the Said Property to carry out the Re - development work of the Said Property and to demolish the Existing Building and all structures standing on the Said Property and to commence construction of a new multi-storied building as permitted and sanctioned by MCGM.

AND WHEREAS the Promoters - Develoepers shall construct a building consisting of A and B Wing out of these "A" wing as Residential to Accommodate all the Members and Residential Sale component comprising of Still + 12 upper floors and "B" wing as sale component as Commercial comprising of Still + 7 upper floors on the said Property by utilizing the full permissible FSI in respect of the Said Property, FSI by way of TDR, Incentive FSI, Fungible FSI, Premium FSI, additional FSI purchased from government agencies/private parties in respect of the Said Property and also entitled to sell, allot and deal with all units/premises and car parks from the sale component (i.e. flats / units / tenements not meant for the tenants or the Owners) in the said new building to be constructed on the Said Property, and appropriate the proceeds thereof to itself, *inter-alia* the Promoters - Develoepers has proposed to construct a new building on the Said Property in accordance with the Building rules and regulations and Bye - Laws of the Municipal Corporation of Greater Mumbai (MCGM) and the amended Provisions of the Development Control and Promotion Regulations for Greater Mumbai, 2034 and such other laws,

rules and regulations as may be in force or prevailing at present and/or at any time hereafter and also subject to such terms and conditions as may be imposed by the State Government or any other Competent Authority.

AND WHEREAS the Promoters/Developers has appointed Mr.Bhavin Arvind Modi, as Architects and prepared the building plans for construction/Re - Development of the building known as "New Ashwin Co-op. Hsg. Soc. Ltd.," consisting of Ground plan to four upper floors on the said Property (hereinafter referred to as **"the project"**) after demolishing the old structure standing on the said Property and submitted the same to the Municipal Corporation of Greater Mumbai for its approval. The Promoters/Developers has got plans sanctioned from MCGM for constructions of the residential & commercial building vide intimation of Disapproval (I.O.D.) bearing IOD No.CHE/WSII/3615/R/C/337 (New)/IOD/1/New dated 22/01/2021. A copy of the IOD is annexed hereto and marked as "**Annexure – C".** The existing members of the said society have handed over their respective Flats to the Promoters/Developers who had demolished the existing building of the said Society and on application made by the Promoters/Developers the MCGM has issued the Commencement Certificate bearing No. CHE/WSII/ 3615/R/C/337 (New)/CC/1/New dated 17/07/2023 and A copy of the Commencement Certificate is annexed hereto and marked as "**Annexure – D".**

AND WHEREAS the Promoters - Develoepers has also executed diverse separate individual agreements (P.A.A.As) with most of the Members of the Society for the Flat to be allotted to the Members of the Society.

AND WHEREAS under the Provision of the Real Estate Regulation Act, 2016, (RERA), the Promoters-Developers were required to register the project as a "**Real Estate Project**" with the Real Estate Regulatory Authority. The Promoters-Developers have registered the project under RERA & the RERA registration No. _____. A copy of RERA Certificte is annexed hereto and marked as "**Annexure – E".**

AND WHEREAS the Promoters-Developers represent that as per the schemes of redevelopment as set out in the said Development Agreement dated 09/08/2016, between the said Society and the Promoters-Developers, the Promoters-Developers is entitled to sale of Flats & Commercial unit out of sale component Flats & Commercial unit on Ownership basis coming to the share of the Promoters-Developers to any prospective Allottees-Purchasers as a matter of Promoters-Developers independent right without requiring to take any prior permission of confirmation from the said Society with a condition that the Promoters-Developers shall first hand over possession of the Flat to be allotted to the existing members as and by way of Permanent Alternate Accommodation under the redevelopment scheme as set out in the said Development

Agreement dated 09/08/2016. The Promoters-Developers hereby confirm and agrees that the proposed sale of the Flat & Commercial Unit by the Promoters-Developers to the Allottees-Purchasers herein under this Agreement is done out of the free sale component of the Promoters-Developers in the said redevelopment scheme, namely, on the said Property more particularly described in First Schedule hereunder written. Pursuant to the scheme of redevelopment of the said Property under the Development Agreement dated 09/08/2016 between the said Society and Promoters-Developers herein, the Promoters-Developers herein, the Promoters-Developers is required to construct and hand over to the existing Members of the Society i.e. 33 (Thirty Three Society Members) and 7 occupant /structure holder by way Permanent Alternate Accommodation of the area and with the amenities as set out in the said Development Agreement and the said Society has permitted the Promoters-Developers herein to sale in the open market the remaining Flats & Commercial Unit constructed on the said Property on ownership basis and the said Society also agreed to accept prospective purchasers of the said Flats & Commercial unit holder of the Promoters-Developers from the sale Component to the Promoters-Developers in the sale agreement as a member of the said Society and allot 10 fully paid up shares of the said Society after the Promoters-Developers herein hands over quiet, vacant and peaceful possession of the duly reconstructed building after obtaining requisite occupation certificate to the existing members.

AND WHEREAS the Allottees - Purchasers demanded from the Promoters - Develoepers and the Promoters - Develoepers have given inspection to the Allottees - Purchasers all the documents of title relating to the Said Property including the true copy of the plans, designs and specifications prepared by the Promoters - Developers Architect and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale Management and Transfer) Act, 1963 or any other modifications or re-enactments thereof that may be in force in the State of Maharashtra from time to time, including but not limited to Maharashtra Housing (Regulation & Development) Act 2012 and the Real Estate (Regulation & Development) Act 2016, (hereinafter referred to as "**the said Acts**") and the rules made there under and the Allottees - Purchasers confirm having seen, perused, verified and understood the said documents, writing, plans, layouts etc., fully and have thereafter agreed to enter into this Agreement with the full knowledge thereof realizing that this Agreement is subject to the terms and conditions contained in the above mentioned documents;

AND WHEREAS it is clarified by the Promoters - Developers that the aforesaid sanctioned building plans, although approved by M.C.G.M., are liable to be amended or revised and/or changed by M.C.G.M. and other concerned public bodies and authorities as also by Promoters - Developers

and/or its consultants. The Promoters - Developers reserve the right to do so and this right of the Promoters - Developers as also the right of the Promoters - Developers to amend the plans is hereby acknowledged and accepted by the Allottee/s - Purchaser/s;

AND WHEREAS copies of the Certificate of Title issued by M/s. Vyas & Bhalwal – Advocates, Solicitors & Notary (Union of India) of the Promoters – Developers dated 16/04/2019 and thereafter on _____ again issued Titel Certificate to submit before RERA authority in respect of the said Property have inter-alia certified that the title of the said Property is marketable. The copy of the said Title Clearance Certificate and the copies of the plans, specifications, Property Records and other documents showing the nature of the title of the said property are hereto annexed hereto. A copy of the said Title Certificte is annexed hereto and marked as "**Annexure – F".**

AND WHEREAS in accordance with the Commencement Certificate bearing No. CHE/WSII/3615/R/C/337 (New)/CC/1/New dated 17/07/2023 issued by the MCGM, the Promoters/Developers has commenced construction of the said Building/s on the said Property in accordance with the said proposed plans.

AND WHEREAS the Allottees/Purchasers has applied to the Promoters/Developers for allotment of **Flat No.**_____ on the

_____ **Floor** area admeasuring _____ **Sq. Ft. Carpet** equvalient to _____ **Sq. Ft. RERA Carpet** along with _____ **Car Parking** in the building know as New Ashwin Co-op. Hsg. Soc. Ltd., situated at Plot No.222-223, New F.P. No.253, of Village – Borivlai, Taluka – Borivali lying and situated at TPS III, 51st TPS Road, Babhai, Borivali (West), Mumbai 400 091, more particularly described in the Second schedule hereunder written (**"said Flat"**), being constructed on the said Property and the Promoters/Developers has agreed to sell the said Flat to the Allottees/Purchasers on the terms and conditions mutually agreed between them.

AND WHEREAS the authenticated copies of the plans and specification of the agreed to be purchased by the Allottees/Purchasers, as sanctioned and approved by the local authority have been annexed and marked as Annexure in these presents.

AND WHEREAS the carpet are of the said Flat is _____ **Sq. Ft. Carpet** and "Carpet Area" means the net usable floor area of as Flat excluding the area covered by the external walls, area under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Allottees/Purchasers or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Allottees/Purchasers, but includes the area covered by the internal partition walls of the Flat.

AND WHEREAS, under section 13 of RERA the Promoters/Developers is required to execute a written Agreement for Sale of the said Flat with the Allottees/Purchasers, being in fact these presents and also to register the said Agreement under the registration Act, 1908.

AND WHEREAS, the parties relying on the confirmations, representations and assurances of each other 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;

NOW IT IS HEREBY AGREED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS UNDER;

1. It is agreed between the parties hereto that the recitals contained hereinabove, the schedules and annexure, shall form an integral part of this agreement as if the same were set out and incorporated herein verbatim.

2. The Promoters/Developers shall construct the building consisting of A and B Wing out of these "A" wing as Residential to Accommodate all the Members and Residential Sale component comprising of Still + 12 upper floors and "B" wing as sale component as Commercial comprising of Still + 7 upper floors on the said Property, more particularly described in the First Scheduled

hereunder written in accordance with the plans, designs and specifications approved by the Mumbai Municipal Corporation and which have been seen and approved by the Allottees/Purchasers. The Allottees/Purchasers authorises the Promoters/Developers to carry out requisite amendments and modifications to the said plans as approved by MCGM provided the same does not change the area and location of the said Flat agreed to be sold by the Promoters/Developers to the Allottees/Purchasers.

3. The Allottees/Purchasers has agreed to purchase from the Promoters/Developers and the Promoters/Developers has agreed to sell to the Allottees/Purchasers, Flat bearing **Flat No.**_____ on the _____ **Floor** area admeasuring _____ **Sq. Ft. Carpet** equvalient to _____ **Sq. Ft. RERA Carpet** along with _____ **Car Parking** in the building know as New Ashwin Co-op. Hsg. Soc. Ltd., situated at Plot No.222-223, New F.P. No.253, of Village – Borivlai, Taluka – Borivali lying and situated at TPS III, 51st TPS Road, Babhai, Borivali (West), Mumbai 400 091, to be constructed as per the Floor Plan annexed hereto and marked as annexure in these presents (hereinafter referred to as the **"said Flat"**) more particularly described in the Second Scheduled hereunder written at or for the sale consideration of **Rs.** _____ **/- (Rupees** _____ **Only)**. The Allottees/Purchasers has paid on or before execution of

this agreement a sum of **Rs. _____ /- (Rupees _____ _____ Only) {10 % of Total consideration}** as advance payment of which carpet is annexed hereto and hereby agreed to pay to the Promoters/Developers the balance amount of **Rs. _____ /- (Rupees _____ _____ Only)** in the following manner;-

a) **Rs._____/- {10 % of Total consideration}** shall be payable on or before execution of these presets, the receipt whereof the Promoters/Developers doth hereby admit and acknowledge.

b) **Rs._____/- {20 % of Total consideration}** shall be payable on or before execution and Registration of these presets, the receipt whereof the Promoters/Developers doth hereby admit and acknowledge.

c) **Rs._____/- {15 % of Total consideration}** shall be payable upon completion of the **Plinth**.

d) **Rs._____/- {3 % of Total consideration}** shall be payable upon completion of **1st** Slab.

e) **Rs._____/- {3 % of Total consideration}** shall be payable upon completion of **2nd** Slab.

f) **Rs._____/- {3 % of Total consideration}** shall be payable upon completion of **3rd** Slab.

g) **Rs._____/- {3 % of Total consideration}** shall be payable upon completion of **4th** Slab.

h) **Rs._____/- {3 % of Total consideration}** shall be payable upon completion of **5th** Slab.

i) **Rs._____/- {3 % of Total consideration}** shall be payable upon completion of **6th** Slab.

j) **Rs._____/- {3 % of Total consideration}** shall be payable upon completion of **7th** Slab.

k) **Rs._____/- {3 % of Total consideration}** shall be payable upon completion of **8th** Slab.

l) **Rs._____/- {3 % of Total consideration}** shall be payable upon completion of **9th** Slab.

m) **Rs._____/- {3 % of Total consideration}** shall be payable upon completion of **10th** Slab.

n) **Rs._____/- {3 % of Total consideration}** shall be payable upon completion of **11th** Slab.

o) **Rs._____/- {3 % of Total consideration}** shall be payable upon completion of **12th** Slab.

p) **Rs._____/- {19 % of Total consideration}** out of entire agreed sale proceeds consideration shall be payable on or before receipt of Physical possession of said Flat.

q) The Sale Proceeds consideration shall be subject to TDS as may be required under the prevailing laws while making any payment to the Promoters/Developers under this Agreement and the Sale Proceeds Consideration is exclusive of applicable taxes like service Tax, Vat, Cess, GST, etc. which shall be borne by the Allottees/Purchasers alone only. The

Allottees/Purchasers hereby specifically agrees and undertakes to pay the Goods and Service Tax as applicable on the amount of each of the instalment of the consideration as payable in respect of the said Flat under this agreement for sale of the said Flat upon execution hereof alongwith the payments of each instalment.

r) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos ____ situated at _____ Basement and/or stilt and /or ____podium being constructed in the layout for the consideration of Rs. _____/-.

s) For the purpose of this Agreement, occupancy certificate will mean (i) Compliance of all conditions of the Occupancy Certificate, (ii) Compliance of the fire safety norms and (iii) the essential supplies / connections such as permanent water supply and electricity connection and the rights to use in common with the other occupants of the Building the common amenities contained in Annexure annexed hereto. For the Purpose of this Agreement, the said Acceptable condition shall mean that the Flat is in a state of being inhabited in all respects with compliance of procurement of occupancy Certificate in the manner stated above.

t) The Sale Consideration 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 the time to time. The Promoters/Developers undertakes and agrees that while raising a demand on the Allottees/Purchasers for increase in development charges, cost or levies imposed by the competent authorities etc. the Promoters/Developers shall enclosed the said notification /order/rule/ regulation published /issued in that effect along with the demand latter being issued to the Allottees/Purchasers which shall only be applicable on subsequent payments.

u) The Allottees/Purchasers shall not be liable to pay any construction cost, any maintenance charges, outgoings, Assessement Charges or any other charges in repect of the new building to construced on the said Property prior obtaining Occupancy Certificate. It is hereby clarified that the Allottees/Purchasers shall be liable to pay Property Tax on a pro rata basis at actual as applicable & maintenance charges/outgoings after handing over physical possession in the said Acceptable condition by the Promoters/Developers to the Allottees/Purchasers.

4. The Promoters/Developers shall confirm the final carpet area that has been allotted to the Allottees/Purchasers after the construction of the Building is completed 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) %**. If the actual carpet area of the said Flat increases or decreases more than **3 (three) %** on account of structural design and construction variances the consideration in respect thereof shall proportionally stand increase or reduced, which shall be adjusted or paid (as the case may be) at the time of payment of the last instalments payable under the payment scheduled. Such increase or reduction in consideration will be in respect of the differential percentage only i.e. the difference above or below **3 (three) %** variation. For the purpose of determination of actual area upon construction of the Flat, the Architect appointed for the construction of the Flat, the Architect appointed for the construction of the said Building shall provide a certificate in writing determining the actual area of the Flat and the Allottees/Purchasers shall have the same verified by his Architect. If there is any reduction in the carpet area within the defined limit then Promoters/Developers shall refund the excess money paid by Allottees/Purchasers within forty five days with annual interest at the rate of as per RERA rules and regulations**.** from the date when such an excess amount was paid by the Allottees/Purchasers. In the event of an increase in carpet area as envisaged in this clause, the Allottees/Purchasers shall only be liable to pay the

increased consideration provided such areas are sanctioned by the competent authority within 15 days from the date of demand notice.

5. **APPROVALS:**

The Promoters/Developers hereby agrees to observe, perform and comply with all the terms, conditions, stipulation 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 to the Allottees/Purchasers, obtained from the concerned local authority occupancy and/or completion certificate in respect of the Flat.

6. **TIME OF ESSENCE:**

Time is essence for the Promoters/Developers as well as the Allottees/Purchasers. The Promoters/Developers shall abide by the time schedule for completing the project and handing over the Flat to the Allottees/Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be similarly, the Allottees/Purchasers shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters/Developers as provided in Clause 3 herein

above (Payment Plan). The milestones to be achieved by the Promoters/Developers as per the payments Plan above, shall be essence of the contract for the Promoters/Developers and for the payment by the Allottees/Purchasers and the Promoters/Developers shall simultaneously with the demand of payments furnish a letter from the Promoters/Developer's Architect as a proof confirming the milestone achieved by the Promoters/Developers.

7. **FSI/TDR:**

The Promoters/Developers hereby declare that the Floor Space Index available as on date in respect of the said property is 1138.80 Sq. Mts. only and the Promoters/Developers has planned to utilize Floor Space Index by availing of TDR or FSI available on payments of premiums or FSI available as incentive FSI by implementing various schemes as mentioned in the Development Control Regulation or based on expectation of increase FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said project. The Promoters/Developers has disclosed the Floor Space Index as proposed to be utilized by it on the Project Land in the said Project and Allottees/Purchasers has agreed to purchased the said Flat based on the proposed construction and sale of Flats to be carried out by the

Promoters/Developers by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters/Developers only.

8. **DEFAULT/DELAY IN PAYMENT BY THE ALLOTTEES/PURCHASERS:**

i) The Allottees/Purchasers agrees to pay the Promoters/Developers, interest @ **9 % p.a.,** on all the delayed payment which become due and payable by the Allottees/Purchasers to the Promoters/ Developers under the terms of this Agreement from the date the said amount is payable by the Allottees/Purchasers(s) to the Promoters/Developers in terms of the aforesaid Payments Plan.

ii) Without prejudice to the right of Promoters/Developers to charge interest in terms of clause 8(i) above, on the Allottees/Purchasers committing default in payments on due date of any amount due and payable by the Allottees/Purchasers to the Promoters/Developers under this Agreement (including his/ her proportionate shares of taxes levied by concerned local authority and other outgoings) and on the Allottees/Purchasers committing three defaults of payments of instalments, the Promoters/Developers shall at his own option, may terminate this Agreement;

Provided that, Promoters/Developers shall give notice of fifteen days in writing to the Allottees/Purchasers, by Registration Post AD at the address provided by the Allottees/Purchasers and /or mail at the email address provided by the Allottees/Purchasers, of his intention to terminate this Agreement on accounts of the aforesaid. If the Allottees/Purchasers fails to make the defaulted payment without any justification or valid reason within the period of notice then at the end of such notice periods, Promoters/Developers shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoters/Developers shall refund to the Allottees/Purchasers within as period of thirty days of the termination, the instalments of the Sale consideration of the Flat which may till then have been paid by the Allottees/Purchasers to the Promoters/Developers without any interest. Upon such termination of this agreement and refund of aforesaid amount by the Promoters/Developers, the Promoters/Developers, shall be at liberty to dispose of and sell the said Flat to such person and at such price as the Promoters/Developers may in its absolute discretion thinks fit.

9. It is agreed between the parties hereto that the Promoters/Developers shall be entitled to exploit, use and utilize the entire present FSI and also future FSI including any increase in FSI in future and any other FSI available in respect of the said Property. It is further agreed between the parties hereto that the Promoters/Developers herein shall own, use, use by amalgamation with other adjoining plots and sell and /or dispose off the balance FSI and /or any future FSI so increased under DCR to such person/s as the Promoters/Developers deems fit and the Promoters/ Developers shall be entitle to constructed / make / addition as per the said increased FSI. The Allottees/Purchasers hereby gives express approval and agrees and undertakes that the Allottees/Purchasers shall not raise any objection against the Promoters/Developers for making such additional construction on any grounds whatsoever and also agrees and undertakes to extend all the facilities/Co -operation to the Promoters/Developers till receipt of Full Occupation Certificate or physical possession of the said Flat and upon recept of Occupaiton Certificate or physical possession occupied by the Allottee – Purchaser, then thereafter the The Promoter /Developers shall not entiled to consumed or additional benefit if any generated on the said Porperty and the Allottees/Purchasers shall not be entitled to claim any rebate in price or any other advantage from Promoters/Developers, on account of Promoters/

Developers making additional construction with the use of such additional increased FSI.

10. The Promoters/Developers alone will be entitled to all FSI including residual / balance Floor space index and /or increase thereof for any reason whatsoever in respect of the said Property and /or part or parts thereof and utilization of any further or other FSI including TDR, FSI and / or compensatory fungible FSI on the said land as permissible under the DC Rules and Regulations, state and /or authorities from time to time.

11. **AMENITIES:**

The fixtures and fitting with to the flooring and sanitary fitting and amenities like one or more lifts with particularly brands, or prise range to be provided by the Promoters/Developers in the said building and the Flat as area set out in Annexure annexed hereto, if is hereby agreed, declared and understood by and between the Promoters/Developers and the Allottees/Purchasers that all other open space, lobbies, staircase, lift –wells, lift, common entrance shall be for the common use and enjoyments of all Allottees/Purchasers/ purchasers in the said Building.

12. **HANDING OVER POSSESSION:**

i. The Promoters/Developers hereby agrees to observe, perform and comply with all the terms and

conditions, stipulations and restrictions which may be enforced by the competent authority at the time of sanctioning of plans or thereafter and shall obtained from the MCGM, occupancy certificate in respect of the said Building and give possession of the Flat to the Allottees/Purchasers in the Acceptable condition on or before **December 2025** with a grace period of **6 months**. If the Promoters/Developers fails or neglects to give possession of the Flat to the Allottees/Purchasers then the Promoters/Developers shall be liable on demand to refund to the Allottees/Purchasers the amounts already received by him in respect of the Flat with interest at the same rate as may mentioned in the **Clause 6** hereinabove from the date the Promoters/Developers received the sum till the date the amounts and interest thereon is repaid.

ii. Provided that the Promoters/Developers shall be entitled to reasonable extension of time as shall be determined by the Allottees/Purchasers, for giving delivery of Flat on the aforesaid date, if the completion of building in which the Flat is to be situated is delayed on account of the following events, hereinafter referred to as the **"Force Majeure Events"**;

a. (i) war, civil commotion or act of God ;

b. (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

iii. The Promoters/Developers shall offer the possession of the Flat to the Allottees/Purchasers in acceptable condition in writing within 10 days of receiving the occupancy certificate of the project. The Promoters/Developers, upon obtaining the occupancy certificate from the competent authority and the payments made by the Allottees/Purchasers as per the Agreement shall offer in writing the possession of the Flat, to the Allottees/Purchasers in terms of this Agreements to be taken within 15 (fifteen days) from the date of issue such notice and the Promoters/Developers shall give possession of the Flat to the Allottees/Purchasers. The Promoters/ Developers agrees and undertakes to indemnify the Allottees/Purchasers in case of failure of fulfilments of any of the provision, formalities, documentation on part of the Promoters/Developers.

iv. Upon receiving a written intimation from the Promoters/Developers as per clause above, the Allottees/Purchasers shall take possession of the Flat from the Promoters/Developers by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoters/Developers shall give possession of the Flat to the Allottees/Purchasers.

13. **DELAY IN HANDING OVER POSSESSION:**

i. In the event the Promoters/Developers fails to abide by the time schedule to completing the project and handing over possession of the Flat to the Allottees/Purchasers in the acceptable condition beyond the stipulated date of **December 2025** with a grace period of 6 months as provided in clause 12 hereinabove, the Promoters/Developers shall be liable to pay to the Allottees/Purchasers interests @ 9 % per annum on the amounts paid by the Allottees/Purchasers to the Promoters/Developers as instalments in part payments of the Purchase consideration on a monthly basis till the date of grant of the possession by the Promoters/Developers to the Allottees/Purchasers, on or before 10th day of every subsequent month.

ii. If the Promoters/Developers fails to abide by the time schedule for completing the Project and handing over possession of the Flat to the Allottees/Purchasers in acceptable condition, the Allottees/Purchasers shall without prejudice to the right of the Allottees/Purchasers to monthly interest @ 9 % per annum and be entitled to give notice to the Promoters/Developers terminating this Agreement for Sale, in which case the Promoters/Developers shall

refund to the Allottees/Purchasers amounts already received by them in respect of the Flat till the date of termination including the taxes, along with interest @ 9 % per annum from the date of each payments to the date of repayment thereof. The Promoters/Developers shall refund the amounts mentioned herein to the Allottees/Purchasers within 30 days from the receipt of such termination notice. In the event of the payments as aforesaid is not made within the aforesaid period of 30 days , the Promoters/Developers shall be liable to pay interest at the rate of 9 % per annum for the delayed period. Pending such refund, the Allottees/Purchasers shall have charge on the Flat to the extent of amount unpaid by the Promoters/Developers and the Allottees/Purchasers shall be entitled to take such legal recourses as may be available under the law for recovery of the aforesaid sums.

14. **FIT OUT WORKS**

In the event, the Allottees/Purchasers desires to enter upon the said Flat for carrying out fit outs, interior work, designing and planning (Fit-out Works) in the Flat, before the Promoters/Developers offers possession in accordance with clause 12 herein, they shall provide a written intimation to the Promoters/Developers of his/her/their intention to do so. The Promoters/Developers shall permit

the Allottees/Purchasers, provided the Allottees/ Purchasers has paid all the amounts as due till then, under this Agreement and has complied with the terms and conditions of this Agreement.

15. **DEFECT LIABILITY:**

If within a period of five years from the date of handing over the Flat to the Allottees/Purchasers, the Allottees/Purchasers brings to the notice of the Promoters/Developers any structural defect in the Flat or the building in which the Flat are situated or any defects on accounts of workmanship, quality or provision of service then, whenever possible such defects shall be rectified by the Promoters/Developers at his own cost and in case it is possible to rectify such defects, then the Allottees/Purchasers shall be entitled to receive from the Promoters/Developers, compensation for such defect in the manner as provided under the Act. Provided that such defects are not occurred to any structural changes made by the Allottees/Purchasers or the Society.

16. **USE:**

the Allottees/Purchasers shall use the Flat or any part thereof or permit the same to be used only for purposed of residence for carrying on any industry in business. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

17. **FORMATION OF ASSOCIATION:**

The Allottees/Purchasers along with other Allottees/ Purchasers (s) of Flat in the building from time to time sign and execute the application for membership and the other papers and documents necessary for becoming a member of the said Society, including the Bye-laws of the proposed Society and duly fill in, sign and return to the Promoters/Developers within seven days of the same being forwarded by the Promoters/Developers to the Allottees/Purchasers, so as to enable the Promoters/ Developers to forward the application of the Allottees/ Purchasers to become member of the said Society. No Objection shall be taken by the Allottees/Purchasers if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Article of Association, as may be required by the Registered of Co-operative Societies or the Registrar of Companies, as the case may be or any other Competent Authority.

18. **TRANSFER OF TITLE:**

i. The Title and the interest of the Original owner and /or the owners in the said Property in which the said Flat is situated belongs to the Society.

19. **MISCELLANEOUS PAYMENTS:**

i. Within 15 days after notice in writing is given by the Promoters/Developers to the Allottees/Purchasers that the Flat is ready for use and occupancy in the acceptable condition, the Allottees/Purchasers shall be liable to bear and pay the proportionate share (i.e. proportion to the carpet area of the Flat) of outgoings in respect of the said property 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, repair and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said property and building/s. The Allottees/Purchasers further agrees that till the Allottees/Purchaser's share is so determined the Allottees/Purchasers shall pay to the Promoters/Developers provisional monthly contribution per month towards the outgoings.

ii. The Allottees/Purchasers shall on or before delivery of possession of the said premises keep deposited with the Promoters/Developers, the following amounts;

   a. Rs. 600/- (Rupees Six Hundred Only) towards contribution of share money and entrance fee payable to the New Ashwin Co –operative Housing Society Limited, however, this amount may very as per law at the relevant time;

b. Rs._____/- (Rupees _____ _____Only) for legal costs, charges and expenses, including professional cost of the Attorney-at-Law/ Advocates incurred by the Promoters/Developers in connection with these presents.

c. Rs._____/- (Rupees _____ _____Only) towards expenses for installation of Electric /Water connections / deposit as and by way of reimbursement.

d. Rs._____/- (Rupees _____ _____Only) towards Development charges as and by way of reimbursement.

e. Rs._____/- (Rupees _____ _____Only) for providing gas pipeline to the said Premises.

f. Rs._____/- (Rupees _____ _____Only) towards proportionate reimbursement of the expenses for a period of 12 months incurred for the said building and common areas etc., from completion thereof till the possession of the said Premises is taken by the Purchaser upon issuance of Occupation Certificate. Provided, however, that the Purchaser shall not seek any detail or account of this reimbursement;

20. **OTHER EVENTS OF DEFAULT BY THE PROMOTERS/DEVELOPERS:**

If the Promoters/Developers commits any of the following;

i. Violation of any condition of any of the project approvals as a result of which any order /notice to stop the construction is issued by the concerned authority to the Promoters/Developers.

ii. Creation of third party rights by Promoters/ Developers resulting in assignment /transfer or cessation of rights of the Promoters/Developers to develop the said project.

iii. Change in shareholding of the Promoters/Developers in any manner which reduced the shareholder of the Promoters/Developers in the company below 51%.

iv. For any reason whatsoever in the event, there is a change / amendment made in the sanctioned plans without the prior written approval of the Allottees/Purchasers in terms of Section 14 of RERA

In the event of above, the Allottees/Purchasers shall be at liberty to terminate this Agreement by giving 30 days notice in writing to the Promoters/Developers to rectify /remedy the breach and in the event of failure of the Promoters/Developers to do so, this Agreement shall stand terminated on expiry of the aforesaid 30 days. Upon such termination, the Promoters/

Developers shall refund to the Allottees/Purchasers amounts already received by them in respect of the Flat till the date of termination, including the taxes, along with Interest @ 9 % per annum from the date of each payment to the date of repayment thereof. The Promoters/Developers shall refund the amounts mentioned herein to the Allottees/Purchasers within 30 days from the receipt of such termination notice. In the event of the payment as aforesaid is not made within the aforesaid period of 30 days, the Promoters/Developers shall be liable to pay interest at the rate of 9 % per annum for the delayed period. Pending such refund, the Allottees/Purchasers shall have charge on the Flat to the extent of amount unpaid by the Promoters/Developers and the Allottees/ Purchasers shall be entitled to take such legal recourses as may be available under the law for recovery of the aforesaid sums

21. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS/DEVELOPERS:

The Promoters/Developers hereby represents and warrants to the Allottees/Purchasers as follows:

i. The Promoters/Developers has the requisite rights to carry out the construction of the said Property and also has actual, physical and legal possession of the

said Property for the implementation of Re-Development of the project.

ii. The Promoters/Developers has lawful rights and requisite approvals from the competent Authorities to carry out development of the said Property and shall obtain requisite approvals from time to time to complete the development of the project;

iii. All approvals, license 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 Promoters/Developers has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the project land, Building/wing and common areas;

iv. The Promoters/Developers 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 Allottees/Purchasers created herein, may prejudicially be affected;

v. The Promoters/Developers state, undertakes and represents to the Allottee/s-Purchaser/s that neither they have allotted or reseve to allot the said Flat to

any third party or entered into any Agreement for sale and/or any other agreement/arrangement with any other person or party with respect to the said Flat nor they have obtaine any Financial arrangememnt / assistance or any loan or kept the said Flat with any authoty or body as surety/ security in resepct of the said Flat which will, in any manner affected the rights of Allottees/Purchasers under this Agreement and the Promoters/Developers further represents to the Allottee/s-Purchaser/s that the said Flat is free from all encumbrances.

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

vii. The Promoters/Developers 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 outgoing, whatsoever, payable with respect to the said project to the competent authorities till the date the Promoters/Developers handover the possession of the flat to the Allottees/Purchasers as per the terms of this Agreement;

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/Developers in respect of the said Property.

ix. The Promoters/Developers shall maintain a separate account in respect of sums received by the Promoters/Developers from the Allottees/Purchasers as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

x. There are no statutory claims, demands, attachments, injunction or any other prohibitory order or any attachment order or appointed of Court Receiver by any Court, Tribunal, Collector, Revenue Authority, Municipal Corporation or any other State or Central Government department or the other local bodies or authorities in any manner affecting the said property or any part thereof and/or prohibiting the development/redevelopment of the said property or for any taxation or other dues whereby the rights of the Promoters/Developers in respect of the said

Property and/or from executing this Agreement are affected in many manner.

xi. The Flat to be allotted to the Allottees/Purchasers under this Agreement is in no manner allotted or agreed to be allotted to any other person or any third party whomsoever.

xii. The Promoters/Developers shall not be entitled to transfer and/or assign all its rights and obligations in the said Property resulting in the assignment or transfer or cessation of rights of the Promoters/Developers to develop the said property, to any other person or institution without obtaining the consent in writing of the Allottees/Purchasers.

22. CONVENANTS OF THE ALLOTTEES/PURCHASERS:

The Allottees/Purchasers/s or himself/themselves with intention to bring all persons into whosoever hands the Flat may come, hereby covenants with the Promoters/Developers as follows:-

i. To maintain the Flat at the Allottees/Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat 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 is

situated and the Flat itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat 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 is situated, including entrances of the building in which the Flat is situated.

iii. To carry at his/her/their own cost all internal repair to the said Flat and maintain the Flat in the same condition, state and older in which it was delivered by the Promoters/Developers to the Allottees/Purchasers and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority.

iv. Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration which may be structural in nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and

shall keep the portion, sewers, drains and pipes in the Flat 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 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 without the prior written permission of the Promoters/Developers and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or the other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the project land and the building in which the Flat is situated.

vii. Pay to the Promoters/Developers within fifteen days of demand by the Promoters/Developers, 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 is situated.

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are

imposed by the concerned local authority and/ or Government and/or other public authority, on account of change of user of the Flat by the Allottees/Purchasers for any purpose for which it is sold.

ix. The Allottees/Purchasers 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 until all the dues payable by the Allottees/Purchasers to the Promoters/Developers under this Agreement are fully paid up. In the event the Allottees/Purchasers wants to transfer, sell, assign all his right, title and interest in Flat prior to the completion of the said Building and registration of the Association, then the Allottees/Purchasers shall be entitled to do so provided the payment of the instalments outstanding/pending to be made under this Agreement, if any, are made by the intending purchaser/transferee and prior consent of the Promoters/Developers shall not be required for such a transfer. The Allottees/Purchasers agrees that such transfer shall be subject to the terms and conditions as mentioned herein and shall ensure that intending purchaser/transferee shall abide by the terms and conditions of this Agreement.

x. The Allottees/Purchasers shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to

time for protection and maintenance of the said Building and the Flats 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 Allottees/Purchasers shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. Till the said Building is fully constructed and full OC is received, the Allottees/Purchasers shall permit the Promoters/Developers and their authorize representative and agents, with or without workmen and others at all reasonable times and with prior intimation, to enter into and upon the said property or said Building or any part thereof to view and examine the state and condition thereof.

23. NOT AN ASSIGNMENT:

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat or of the said Property and Building or any part thereof. The Allottees/Purchasers shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces,

parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Society.

24. RIGHT OF THE ALLOTTEES/PURCHASERS TO AVAIL FINANCE FACILITY:

The Allottees/Purchasers shall be entitled to avail loan from any bank/financial institution ("Lender") to make payment of the Sale Consideration or part thereof in respect of the Flat. The Promoters/Developers shall issue no-objection and all necessary writings to the Allottees/Purchasers for availing of the loan without any delay or demure subject to the Allottees/Purchasers not being in breach of any of the terms and conditions of this Agreement. The Allottees/Purchasers shall inform the Promoters/Developers in writings within 7 (seven) days of such mortgage/charge. It shall be the sole and entire responsibility of the Allottees/Purchasers to ensure that the timely payment of the Purchases Consideration or the part thereof and/or amounts payable hereunder. Further the Promoters/ Developers shall not be liable or responsible for the repayment to the Lender of any such loan amount or any part thereof taken by the Allottees/Purchasers. All costs in connection with the procurement of such loan and mortgage of the Flat and payment of charges to the lender shall be solely and exclusively borne and incurred by the Allottees/Purchasers.

25. CREATION OF MORTGAGE/CHARGE BY THE PROMOTERS/DEVELOPERS:

After the Promoters/ Developers executes this Agreement he shall not mortgage or create a charge on the Flat and/or the said property without prior written consent in writing of the existing Allottees/Purchasers and further not withstanding 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 Allottees/Purchasers who has taken or agreed to take such Flat.

26. WAIVER:

Any delay tolerated or indulgence shown by either Party in enforcing any of the terms of this Agreement or any for bearance or giving of time shall not be construed as a waiver on the part of either Party by the other Party of any breach or non-compliance of any of the terms and conditions of this Agreement, nor shall the same in any manner prejudice, limit or affect the rights of the Party.

27. BINDING EFFECT:

Forwarding this Agreement to the Allottees/Purchasers by the Promoters/Developers does not create a binding obligation on the part of the Promoters/Developers or the Allottees/Purchasers until, firstly, the Allottees/ Purchasers 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 Allottees/Purchasers and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoters/Developers. If the Allottees/Purchasers(s) fails to execute and deliver to the Promoters/Developers this Agreement within 30 (thirty) days from the date of its receipt by the Allottees/Purchasers and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters/Developers, then the Promoters/Developers shall serve a notice to the Allottees/Purchasers for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottees/Purchasers, application of the Allottees/Purchasers shall be treated as cancelled and all sums deposited by the Allottees/Purchasers in connection therewith including the booking amount shall be returned to the Allottees/Purchasers without any interest or compensation whatsoever.

28. ENTIRE AGREEMENT:

This Agreement, along with its schedules and annexure annexed hereto shall treat as 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/plot/building, as the case may be.

29. RIGHT TO AMEND:

This Agreement may only be amended through written consent of the all the Parties in these presents.

30. AGREEMENT APPLICABLE TO ALLOTTEES/ PURCHASER SUBSEQUENT ALLOTTEES/ PURCHASERS:

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 Allottees/Purchasers of the Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

31. SEVERABILITY:

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 confirm 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.

32. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Allottees/Purchasers has to make any payment, in common with other Allottees/Purchasers(s) in Project, the same shall be in proportion to the carpet area of the Flat to the total carpet area of all the Flats in the Project.

33. FURTHER ASSURANCES:

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.

34. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoters/Developers through

its authorized signatory at the Promoters/Developers's Office, or at some other place, which may be mutually agreed between the Promoters/Developers and the Allottees/Purchasers, in after the Agreement is duly executed by the Allottees/Purchasers and the Promoters/Developers 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 Mumbai.

35. REGISTRATION:

The Allottees/Purchasers and/or Promoters/Developers shall present this Agreement as well as the Sale Deed/ at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoters/Developers will attend such office and admit execution thereof.

36. NOTICE:

That all notices to be served on the Allottees/Purchasers and the Promoters/Developers as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottees/Purchasers or the Promoters/Developers by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

NAME & ADDRESS OF THE ALLOTTEES/ PURCHASERS:

Name : MR. _____,

Address: _____,

_____,

_____,

NAME & ADDRESS OF THE PROMOTERS/ DEVELOPERS

Name : M/S. MP SPACE DYNAMICS PVT. LTD.,

Address: Office No.1305/6, Hurrah, City of Joy,

ACC Compound Road, Mulund (W),

Mumbai 400 080. **&**

Office No.102, 1st Floor, Mulund Ravi Kailash

CHS Ltd., Navghar Road, Mulund (East),

Mumbai 400 081.

E.mail: nirmity7@gmail.com

Tel/Mobile No.: 99200 16340

It shall be the duty of the Allottees/Purchasers and the Promoters/Developers 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

Promoters/Developers or the Allottees/Purchasers, as the case may be.

37. JOINT ALLOTTEES/PURCHASERSS:

That in case there are Joint Allottees/Purchasers all communications shall be sent by the Promoters/Developers to the Allottees/Purchasers 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/Purchasers.

38. STAMP DUTY AND REGISTRATION: There charges towards stamp duty and Registration of this Agreement shall be borne by the Allottees/Purchasers.

39. DISPUTE RESOLUTION:

Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act 2016, Rules and Regulations, there under.

40. GOVERNING LAW:

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 will have the jurisdiction for

this Agreement. This Agreement shall always be subject to the provisions of (i) Real Estate (Regulations And Development) Act 2016; (ii) Maharashtra Real Estate Regulatory Authority (General) Regulations, 2017; (iii) Maharashtra Real Estate Regulatory Authority (Recruitment And Conditions of Service of Employees) Regulations, 2017; (iv) Maharashtra Real Estate Appellate Tribunal, Officers And Employees (Appointment and Service Conditions) Rules, 2017; and (v) Maharashtra Real Estate Regulatory Authority (Form of Annual Statement of Accounts and Annual Report) Rules, 2017 and read together with Maharashtra Ownership of Flats Act, 1963, Maharashtra Flat Ownership Act, 1970 and the respective rules made there under. In the event of conflict between any of the aforesaid, the provisions of Real Estate (Regulation and Development) Act, 2016 and Rules made there under shall prevail.

41. Upon receipt of possession of the Said Flat the Allottees/Purchasers shall not carry on any addition and/or alternation and/or renovation to the Said Flat unless the Allottees/Purchasers gets plans of proposed additions and/or alteration and/or renovations approved from the Promoters/Developers and under no circumstances the Allottees/Purchasers shall be granted permission to carry out any structural additions and/ or alternation. Any such addition/alteration/renovation

without Promoters/ Developer's NOC shall discharge the Promoters/Developers from any liability whatsoever.

42. The Allottees/Purchasers should not make any unauthorized addition and alteration to the Said Flat in breach of the terms and conditions as agreed herein and the Allottees/Purchasers will be responsible directly and or indirectly to leakages if any on account of acts of omission on the part of the Allottees/Purchasers including carrying out unauthorized additions/ alterations without obtaining prior written NOC of the Promoters/Developers and without obtaining requisite permissions from MCGM.

43. It is expressly agreed and understood that after execution of these present, due to further change in the Policy of Gov./ Development Authority/MCGM if any additional or extra development potentiality by whatever name called and for use and utilization by way of additional constructions, the same shall be available only to the Promoters/Developers alone and the Allottees/ Purchasers shall not be entitled to the said benefit and accordingly shall not be called upon to show such use to the Allottees/Purchasers. However, the Allottees/ Purchasers of flats from the Promoters/Developers from use of such additional or extra FSI shall enter into agreement for sale of flat under RERA as done by all the

Allottees/Purchasers and shall be under an obligation to become member of organization of Allottees/Purchasers so formed and abide by all the terms and conditions of agreement for sale of Flat.

44. It is agreed that the ownership right in the Said Property described in the Schedule I hereunder written shall always remain, vest and be the exclusive Property of the Society and not intended to create or transfer any right in the Property to the Allottees/Purchasers and/or in the Promoters/Developers.

45. This Agreement is under the provision of the **REAL ESTATE REGULATION ACT, 2016.**

IN WITNESS WHEREOF the parties hereinabove named have set their respective hands and signed this Agreement for sale at Mumbaiin the presence of attesting witness, signing as such on the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Description of "the Said Property")

ALL THAT piece or parcel of land or ground together with the building known as New Ashwin Co-Operative Housing Society Limited, lying on the Property bearing Survey No.23, Hissa No.1/A (Pt), C. T. S. No. 333A/1, of Village – Eksar, Taluka –

Borivali and now Final Plot No.222-223 of TPS III, New F.P. No.253, of Village – Borivali, Taluka – Borivali, area admeasuring 1138.80 Sq. Mts. lying and situated at Loknete Annasaheb Vartak Marg, Babhai, Borivali (W) Mumbai 400 091.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Description of the "Said Unit/Flat")

Flat No._____ on the _____ **Floor** area admeasuring _____ **Sq. Ft. Carpet** equvalient to _____ **Sq. Ft. RERA Carpet** along with _____ **Car Parking** in the building know as New Ashwin Co-op. Hsg. Soc. Ltd., situated at Plot No.222-223, New F.P. No.253, of Village – Borivlai, Taluka – Borivali lying and situated at TPS III, 51st TPS Road, Babhai, Borivali (West), Mumbai 400 091, bearing Survey No.23, Hissa No.1/A (Pt), C. T. S. No. 333A/1, of Village – Eksar, Taluka – Borivali and now Final Plot No.222-223 of TPS III, New F.P. No.253, of Village – Borivali, Taluka – Borivali, area admeasuring 1138.80 Sq. Mts. lying and situated at Loknete Annasaheb Vartak Marg, Babhai, Borivali (W) Mumbai 400 091, within the boundaries of Municipal Ward R – North.

SIGNED SEALED AND DELIVERED BY THE }

Within named **"THE DEVELOPERS"** }

M/S.MP SPACE DYNAMICS PVT. LTD., }

Vide the resolution of the Board of Directors }

of the Company passed in the Meeting held on }

_____ day of _____ 202___ authorized to }

Represent through its Director }

PHOTO	**L.H.T.I**

MR.MANOJ MANOHAR PATANKAR }

PHOTO	**L.H.T.I**

MR. GURUPRASAD VIJAY SINKAR }

PHOTO	**L.H.T.I**

MR. RAKESH SHAHAJI MURHE }

In the presence of: }

1. }

2. }

SIGNED SEALED AND DELIVERED BY THE }

Within named **THE ALLOTTEE/S – PURCHASER/S** }

PHOTO	**L.H.T.I**

MR. _____ }

In the presence of: }

1. }

2. }

R E C E I P T

RECEIVED from within named the Allottee/Purchaser i.e. **MR.** _____**,** a sum of Rs._____/- (Rupees _____ only) out of Rs._____/- (Rupees _____ only) paid to the Promoters/Developers against said Flat bearing **Flat No.**_____ on the _____**Floor** area admeasuring _____ **Sq. Ft. Carpet** equvalient to _____ **Sq. Ft. RERA Carpet** along with _____ **Car Parking** in the building known as New Ashwin Co-op. Hsg. Soc. Ltd., situated at Plot No.222-223, New F.P. No.253, of Village – Borivali, Taluka – Borivali lying and situated at TPS III, 51st TPS Road, Babhai, Borivali (West), Mumbai 400 091, as and by way of Part Payment against the transfer of the above said Flat.

Cheque No.	**Date**	**Amount**	**Drawn on**

We say received
Rs._____/-
(Rupees _____ only)

M/S. MP SPACE DYNAMICS PVT. LTD.,

Witness:

1.

2.