

## **AGREEMENT FOR SALE**

**Articles of agreement made and entered into**

**At Panvel, Tal – Panvel, Dist – Raigad.**

On this\_\_\_\_\_Day of\_\_\_\_\_, 2022.

### **BETWEEN**

**M/S. AVENUE LIFESPACES** a partnership firm, duly registered under the provisions of Indian Partnership Act, 1932, having its registered office at B-508, The Great Eastern Summit, Plot No.-66, Sector No.-15, CBD Belapur, Navi Mumbai-400 614, through its Partners **(1) SHRI VIPUL RAMJI MINAT (2) SHRI RAJ HARESH MINAT & (3) SHRI HARESH**

**DHARAMSHI MINAT**, hereinafter referred to as **"THE PROMOTERS"** (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include partners or partner for the time being of the said firm, the survivors or survivor of them and the heirs, executors and assigns of the last surviving partner or their assigns) **OF THE ONE PART** and SHRI/SMT./MISS./M/S. \_\_\_\_\_, having his/her/their address at \_\_\_\_\_

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

Whereas CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED, is a company incorporated under the Companies Act, 1956 (I of 1956) (hereinafter referred to as **"THE CORPORATION"**) and having its registered office at Nirmal, 2<sup>nd</sup> Floor, Nariman Point, Mumbai-400 021.

And whereas the Corporation is the New Town Development Authority declared for the area designated as a site for the new town of Navi Mumbai by the Government of Maharashtra in exercise of its powers under sub section (1) and (3A) of Section 113 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra Act No.-XXXVII of 1966) (hereinafter referred to as **"THE SAID ACT"**).

And whereas the state Government in pursuant to section 113(A) of the said act acquiring lands described therein and vesting such lands in the corporation for development and disposal.

And whereas the corporation has launched a scheme bearing No.-MM-I/05/2019-20 for lease of 09 plots for residential + commercial use at Kharghar, New Panvel (W), CBD Belapur and 2 plots for commercial use at Vashi, Navi Mumbai through e tender cum e auction.

And whereas the licensee has participated in the said scheme and applied for Plot Nos.-F-92 + F 97, admeasuring 2888.61 Sq. Mts., Sector No.-12, Kharghar Node by quoting Rs.1,45,861/- (Total Rupees One Lakh Forty Five Thousand Eight Hundred and Sixty One Only) per Sq. Mts.

And whereas the Promoters being the highest bidder among the participants for the above said plots, the allotment letter was issued in favour of the licensee on 27.04.2020 as per the provision of Navi Mumbai Disposal of Land (Amendment) Regulation, 2008.

And whereas the Corporation issued Allotment Letter dated 27/04/2020, in favour of the Promoters herein as per the provision of Navi Mumbai Disposal of Land (Amendment) Regulation, 2008, thereby consented to grant to the Promoters a lease of all that piece and parcel of land bearing **Plot numbers F-92+ F97, admeasuring about 2888.61 Sq. Mts., situate, lying and being at Sector No.-12, Kharghar Node, Navi Mumbai, Tal.-Panvel, Dist.-Raigad**, hereinafter referred to as **"THE SAID PLOTS OF LAND/SAID PROPERTY"** and more particularly described in the **"First Schedule"** hereunder written on the terms and conditions including the conditions of lease of the said Property as set out therein;

And whereas the Promoters have paid to the Corporation a sum of `42,13,35,543.21/- (Rupees Forty Two Crore Thirteen Lakh Thirty Five Thousand Five Hundred Forty Three and Twenty One Paise Only) as and by way of full and final payment of Lease Premium and entered into an **Agreement to Lease dated 11/10/2021** and after construction of building(s) on the said Plots of land, Corporation shall execute the Lease

Deed in favour of the Licensees granting the lease of the said Plots to the Licensees for a period of 60 (Sixty) years from the date of Agreement to Lease. The said Agreement to Lease is duly registered before the Joint Sub-Registrar of Assurances at Panvel-5 under Receipt No.-13191, Document No. PVL5-12545-2021 on 12/10/2021;

And whereas pursuant to the aforesaid Agreement to Lease, the Promoters are absolutely seized and possessed of and well and sufficiently entitled to the said plots of land;

And whereas the aforesaid Agreement to Lease is with the benefit and right to construct any new building(s), permitted by the concerned local authority(s);

And whereas the Promoters have initially got the plan sanctioned and approved for construction of the residential cum commercial buildings on the said property consisting of 1 residential building and 1 commercial building. The residential building comprises of Ground plus 13 (Thirteen) upper floors (with provision to construct upto 23<sup>rd</sup> upper floors) presently containing 36 residential units and the commercial building comprises of Ground plus 1<sup>st</sup> Upper floor containing 10 commercial units vide **Commencement Certificate bearing No. CIDCO/BP-18124/TPO (NM &K)/2022/9554, dated 21/07/2022,** and have obtained Development Permission for the same, issued by the Associate Planner (BP), CIDCO Ltd. The Copy of the commencement certificate is annexed herewith as **"Annexure-A"**;

And whereas the Promoters have informed the Allottee(s) and the Allottee(s) is/are aware that the Promoters due to current height restrictions on account of proximity to airport from the aviation department, which are likely to be revised and therefore have not taken the entire permission as proposed and not yet completely finalized the entire scheme of development thereof and have reserved to itself the right to amend from time to time the layout of the

said property and provide for construction of one or more building/floors than those at present envisaged and to amend the building plans/layout and/or construct additional floors and/or building/structure on the said property; Provided that the Promoters shall have to obtain prior consent in writing of the Allottee(s) in respect of such variations or modifications to be carried out in Sanctioned Plans and Layout.

And whereas the Promoters have proposed to construct on the project land the building project known as "**AVENUE HILLS**" consisting **Ground plus 23 (Twenty Three) upper floors** by utilizing the balance FSI (Floor Space Index), additional Premium paid FSI, Ancillary FSI, Staircase premium, road width additional FSI, TDR as per the rules and regulations of the competent authority;

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

And whereas the Promoters have entered into a standard Agreement with an Architect Amit N. Patil registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

And whereas the Promoters have appointed a structural Engineer i.e. Structural Concepts Designs Pvt. Ltd. for the preparation of the structural design and drawings of the buildings and the Promoters accept the professional supervision of the Architect and the structural Engineer till the completion of the building(s);

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

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

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

And whereas the authenticated copies of the plans of the Layout as approved by the concerned local authority have been annexed hereto and marked as "**Annexure-C**";

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

And whereas the Promoters have got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building(s) and shall obtain the balance approval 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 construction of the said building(s) in accordance with the said proposed plans;

And whereas the Allottee(s) have applied to the Promoters for allotment of a Flat/Shop bearing number \_\_\_\_\_, admeasuring \_\_\_\_\_ Sq. Mts. carpet area on the \_\_\_\_\_ Floor of the said building project known as **"AVENUE HILLS"** being constructed of the said Project;

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

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

And whereas prior to the execution of these presents, the Allottee(s) has/have paid to the Promoters a sum of ` \_\_\_\_\_ (Rupees \_\_\_\_\_ Only), being part payment of the sale consideration of the Flat/Shop agreed to be sold by the Promoters to the Allottee(s) as advance payment or application

fee (the payment and receipt whereof the Promoters doth hereby admit and acknowledge) and the Allottee(s) has/have agreed to pay to the Promoters the balance of the sale consideration in the manner hereinafter appearing;

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

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

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

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

**1. DEVELOPMENT OF THE SUBJECT PROPERTY.**

The Promoters shall construct the said buildings project known as "**AVENUE HILLS**" comprising 1 residential building and 1 commercial building. The residential building comprises of Ground plus 13 (Thirteen) upper floors (with provision to construct upto 23<sup>rd</sup> upper floors) presently containing 36 residential units and the commercial building comprises of Ground plus 1<sup>st</sup> Upper floor containing 10 commercial units on the project land bearing Plot Nos. F-92 + F 97, admeasuring about 2888.61 Sq. Mts., situate, lying and being at



Sector No.-12, Kharghar Node, Navi Mumbai, Tal.-Panvel, Dist.-Raigad, in accordance with the plans, designs and specifications approved/ to be approved by the concerned local authority and which have been seen and approved by the Allottee(s) with only such variations and modifications as the Promoters may consider necessary or as may be required by the concerned local authority/Government to be made in any of the Premises.

Provided that the Promoters shall have to obtain prior consent in writing of the Allottee(s) in respect of such variations or modifications which may adversely affect the Flat/Shop of the Allottee(s) except any alteration or addition required by any Government authorities or due to change in law.

## **2. PURCHASE OF THE SAID PREMISES AND SALE CONSIDERATION.**

2(a)(i) The Allottee(s) hereby agree(s) to purchase from the Promoters and the Promoters hereby agree to sell to the Allottee(s) the said Flat/Shop bearing No.\_\_\_\_\_, admeasuring\_\_\_\_\_Sq. Mts. carpet area on the\_\_\_\_\_Floor of the said building project known as **"AVENUE HILLS"** hereinafter referred to as "THE SAID FLAT/SHOP and more particularly described in the "Second Schedule" hereunder written and as shown on the floor plan thereof hereto annexed and marked as "Annexure-D" for a lump sum price of ` \_\_\_\_\_ **(Rupees Only)**

including and being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities. In addition to the above, without any further monetary consideration, the Allottee(s) is/are entitle to enclosed balcony of \_\_\_\_\_Sq. Mts., open balcony of \_\_\_\_\_Sq. Mts., the ancillary area (the additional area) for his/her/ their exclusive use.

ii. The Allottee(s) has requested for reservation of car parking space to be used for parking of his vehicle. Accordingly, the Promoters hereby reserve stilt car Parking space for exclusive use of the Allottee(s). The parking is subject to final building plan approved by the corporation at the time of grant of Occupancy certificate and the parking slot will be allotted at the time of possession on the basis of final plan.

(b) The Allottee(s) has/have paid on or before execution of this agreement a sum of ` \_\_\_\_\_(Rupees \_\_\_\_\_  
\_\_\_\_\_) as advance payment or application fee and hereby agree(s) to pay to the Promoters the balance amount of ` \_\_\_\_\_(Rupees \_\_\_\_\_  
\_\_\_\_\_) Only) in the following manner:

Sr. No.	Particulars	Percent	Amount ( ` )
1.	EMD at the time of booking	10%	
2.	Upon execution of Agreement	20%	
3.	Completion of Plinth	15%	
4.	On completion of 1 <sup>st</sup> Podium	2%	
5.	On completion of 2 <sup>nd</sup> Podium	2%	
6.	On completion of 3 <sup>rd</sup> Podium	2%	
7.	On completion of 4 <sup>th</sup> Podium	2%	
8.	On completion of 6 <sup>th</sup> Slab	2%	
9.	On completion of 8 <sup>th</sup> Slab	2%	
10.	On completion of 10 <sup>th</sup> Slab	2%	
11.	On completion of 12 <sup>th</sup> Slab	2%	
12.	On completion of 14 <sup>th</sup> Slab	2%	
13.	On completion of 16 <sup>th</sup> Slab	2%	
14.	On completion of 18 <sup>th</sup> Slab	2%	
15.	On completion of 20 <sup>th</sup> Slab	1%	
16.	On completion of 22 <sup>th</sup> Slab	1%	

17.	On completion of 24 <sup>th</sup> Slab	1%	
18.	On completion of brick work	5%	
19.	On completion of plaster work.	5%	
20.	On completion of plumbing, tiling and painting work.	5%	
21.	On completion of lifts, water pumps, electrical fittings, paving, etc.	10%	
22.	On Possession upon receipt of Occupancy Certificate	5%	
	<b>Total</b>	<b>100%</b>	

Subject to the terms of the Agreement and the Promoters abiding by the construction milestones, the Allottee(s) shall make all payments, on demand by the Promoters, within the stipulated time as mentioned in the payment schedule through account payee cheque/demand draft or online payment in favour of "**AVENUE LIFESPACES**".

2(c) The Allottee shall deduct tax at source on the payment made at the prevalent rate, if applicable and furnish a TDS certificate to the Promoters within 30 (Thirty) days of such deduction is made.

2(d) The Total Purchase Price above excludes tax (consisting of tax paid or payable by the Promoters by way of Goods and 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 Flat/Shop.

2(e) 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 undertake and agree that while raising a demand on the Allottee(s) 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(s), which shall only be applicable on subsequent payments.

2(f) The Promoters shall confirm the final carpet area that has been allotted to the Allottee(s) after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (Three Percent). The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by Allottee(s) within 45 (Forty Five) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee(s). If there is any increase in the carpet area allotted to Allottee(s), the Promoter shall demand additional amount from the Allottee(s) as per the next milestone of the Payment Plan.

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

2(h). The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall before handing over

possession of the FLAT/SHOP to the Allottee(s), obtain from the concerned local authority Occupation and/or Completion Certificates in respect of the said FLAT/SHOP.

**3. POSSESSION DATE, DELAYS, EVENTS IN CASES OF DELAYS AND TERMINATION.**

3.1 Time is essence for the Promoters as well as the Allottee(s). The Promoters shall abide by the time schedule for completing the project and handing over the FLAT/SHOP to the Allottee(s) and the common areas to the association of the Allottee(s) after receiving the Occupancy Certificate or the Completion Certificate or both, as the case may be. Similarly, the Allottee(s) shall make timely payments of the instalment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promotes as provided in Clause No.-2 herein above.

3..2 The Promoters hereby declare that the FSI (Floor Space Index) available as on date in respect of the project land is 8938.575 Sq. Mts. out of which 4633.16 Sq. Mts. has been approved as on date, leaving the balance FSI of 4305.419 Sq. Mts. to be utilised in future. The Promoters have disclosed the above FSI as proposed to be utilized by them plus the premium paid FSI, Ancillary FSI, TDR on the project land in the said Project and Allottee(s) have agreed to purchase the said Flat/Shop based on the proposed construction and sale of FLAT/SHOP be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only.

3.3 If the Promoters fail to abide by the time schedule for completing the project and handing over the FLAT/SHOP to the Allottee(s) the Promoters agree to pay to the Allottee(s) who do/does not intend to

withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee(s) for every month of delay, till the handing over of the possession. The Allottee(s) agree(s) to pay to the Promoters, interest as specified in the Rule i.e. interest as per State Bank of India marginal cost of lending rate plus 2% (Two Percent) per annum with monthly rests, on all the delayed payment which become due and payable by the Allottee(s) to the Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter.

- 3.4 Without prejudice to the right of promoters to charge interest in terms of Sub-Clause No.-3.3 above, on the Allottee(s) committing default in payment on due date of any amount due and payable by the Allottee(s) to the Promoters under this Agreement (including his/her/ their proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee(s) committing 3 (Three) defaults of payment of instalments, the Promoters shall at their own option, may terminate this Agreement:

**Provided** that, Promoters shall give notice of 15 (Fifteen) days in writing to the Allottee(s) by Registered Post AD at the address provided by the Allottee(s) and/or mail at the e-mail address provided by the Allottee(s) of their intention to terminate this Agreement and of the specific breach(s) of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee(s) fail(s) to rectify the breach 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(s) after deducting 10% (Ten Percent) of the total Agreement value of the Premises and the total interest payable due to delayed payments of the previous

instalments till the date of cancellation by the Promoters to the Allottee(s) as agreed liquidated damages within a period of 30 (Thirty) days of the termination, the instalments of sale consideration of the Flat/Shop which may till then have been paid by the Allottee(s) to the Promoters.

#### **4. AMENITIES**

The fixture and fittings with regards to flooring and sanitary fittings and amenities to be provided by the Promoters in the FLAT/SHOP and the said building are those that are set out in the "**Third Schedule**" mentioned hereunder.

#### **5. POSSESSION DATE**

The Promoters shall give possession of the FLAT/SHOP to the Allottee(s) on or before 31<sup>st</sup> December, 2027. If the Promoters fail or neglect to give possession of the FLAT/SHOP to the Allottee(s) on account of reasons beyond their control and of their agents by the aforesaid date then the Promoters shall be liable on demand to refund to the Allottee(s) the amounts already received by them in respect of the FLAT/SHOP with interest at the same rate as may mentioned in the Clause No.-3(i) herein above from the date the Promoters received the sum till the date the amounts and interest thereon is repaid.

**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, civil commotion, pandemic, endemic or act of God;
- ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

## 6. PROCEDURE FOR TAKING POSSESSION

6.1 The Promoters, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee(s) as per the agreement shall offer in writing the possession of the Flat/Shop to the Allottee(s) in terms of this Agreement to be taken within 15 (Fifteen) days from the date of issue of such notice and the Promoters shall give possession of the FLAT/SHOP to the Allottee(s). The Promoters agree and undertake to indemnify the Allottee(s) in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoters. The Allottee(s) agree(s) to pay the maintenance charges as determined by the Promoters or association of Allottee(s) as the case may be. The Promoters on its behalf shall offer the possession to the Allottee(s) in writing within 7 (Seven) days of receiving the occupancy certificate of the Project.

6.2. The Allottee(s) shall take possession of the FLAT/SHOP within 15 (Fifteen) days of the written notice from the Promoters to the Allottee(s) intimating that the said FLAT/SHOP are ready for use and occupancy.

6.3. **Failure of allottee to take possession of (Flat/Shop):** Upon receiving a written intimation from the Promoters as per Clause No.- 6.2, the Allottee(s) shall take possession of the FLAT/SHOP from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the FLAT/SHOP to the Allottee(s). In case the Allottee(s) fail(s) to take possession within the time provided in Clause No.-6.2 such Allottee(s) shall continue to be liable to pay maintenance charges as applicable.



- 6.4. If within a period of 5 (Five) years from the date of handing over the FLAT/SHOP to the Allottee(s), the Allottee(s) brings to the notice of the Promoters any structural defect in the FLAT/SHOP or the building in which the FLAT/SHOP are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at its own cost and in case it is not possible to rectify such defects, then the Allottee(s) shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the Act.
- 6.5. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for the purpose of residence/office/show-room/shop/godown for carrying on any business. He shall use the parking space only for the purpose of keeping or parking vehicle.

## **7. FORMATION OF BODY OF THE PURCHASER AND TRANSFER OF THE PROPERTY**

- 7.1 The Allottee(s) along with other Allottees of FLAT/SHOP in the building shall join in forming and registering the society or association or a limited company to be known by such name as the 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 bye-laws of the proposed Society and duly fill in, sign and return to the Promoters within 7 (Seven) days of the same being forwarded by the Promoters to the Allottee(s), so as to enable the Promoters to register the common organisation of Allottee(s). No objection shall be taken by the Allottee(s) if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of

Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

- 7.2 The Promoters shall, within 3 (Three) months of registration of the society or association or limited company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Promoters in the said structure of the Building in which the said FLAT/SHOP is situated.
- 7.3 The Promoters shall, within 3 (Three) months of registration of the Society or Limited Company, as aforesaid, cause to be transferred to the Society, company all the right, title and the interest of the Promoters in the project land on which the buildings are constructed.
- 7.4 Within 15 (Fifteen) days of notice in writing is given by the Promoters to the Allottee(s) that the FLAT/SHOP is ready for use and occupancy, the Allottee(s) shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat/ Shop of outgoings in respect of the project land and buildings 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 is transferred to it, the Allottee(s) shall pay to the Promoters such proportionate share of outgoings as may be determined. The Allottee(s) further agree(s) to pay to the Promoters advance Maintenance of 18 months before taking possession of the said flat. The amounts so paid by the Allottee(s) 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 is executed in favour of the society or a limited company as aforesaid.

On such conveyance/assignment of lease being executed for the structure of the building the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters to the Society or the Limited Company, as the case may be.

## **8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS**

The Promoters hereby represent and warrant to the Allottee(s) as follows:

- a) The Promoters have clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and have the requisite rights to carry out development upon the project land and also have actual, physical and legal possession of the project land for the implementation of the Project;
- b) 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;
- c) There are no encumbrances upon the project land or the Project.
- d) There are no litigations pending before any Court of law with respect to the project land or Project;
- e) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building 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 and common areas;

- f) The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- g) The Promoters have not entered into any Agreement for Sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the Project and the said FLAT/SHOP which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- h) The Promoters confirm that they are not restricted in any manner whatsoever from selling the said FLAT/SHOP to the Allottee(s) in the manner contemplated in this Agreement;
- i) At the time of execution of the Conveyance Deed of the structure to the association of Allottee(s) the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee(s);
- j) The Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- k) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification

(including any notice for acquisition or requisition of the said property) has been received or served upon the Promoters in respect of the project land and/or the Project.

**9. THE ALLOTTEE(S) FOR HIMSELF/HERSELF/THEMSELVES WITH INTENTION TO BIND HIMSELF/HERSELF/THEMSELVES AND ALL PERSONS INTO WHOMSOEVER HAND THE SAID FLAT/SHOP MAY COME, DOTH HEREBY COVENANT(S) WITH THE PROMOTERS(S) AS FOLLOWS:**

- a) To maintain the FLAT/SHOP at the Allottee(s)' own cost in good and tenantable repair and condition from the date that of possession of the FLAT/SHOP is taken and shall not do or suffer to be done anything in or to the building in which the FLAT/SHOP is situated which may be against the rules, regulations or bye-laws or change/ alter or make addition in or to the building in which the Flat/Shop is situated and the FLAT/SHOP itself or any part thereof without the consent of the local authorities, if required.
- b) Not to store in the FLAT/SHOP any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the FLAT/SHOP is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the FLAT/SHOP is situated, including entrances of the building in which the FLAT/SHOP is situated and in case any damage is caused to the building in which the FLAT/SHOP is situated or the FLAT/SHOP on account of negligence or default of the Allottee(s) in this behalf, the Allottee(s) shall be liable for the consequences of the breach.

- c) To carry out at his/her/their own cost all internal repairs to the said FLAT/SHOP and maintain the FLAT/SHOP in the same condition, state and order in which it was delivered by the Promoters to the Allottee(s) and shall not do or suffer to be done anything in or to the building in which the FLAT/SHOP is situated or the FLAT/SHOP which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee(s) committing any act in contravention of the above provision, the Allottee(s) shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d) Not to demolish or cause to be demolished the FLAT/SHOP or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the FLAT/SHOP or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the FLAT/SHOP is situated and shall keep the portion, sewers, drains and pipes in the Flat/Shop and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the FLAT/SHOP is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the FLAT/SHOP without the prior written permission of the Promoters and/or the Society or the Limited Company.
- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the FLAT/SHOP is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said FLAT/SHOP in the compound or any

portion of the project land and the building in which the Flat/ Shop is situated.

- g) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the FLAT/SHOP by the Allottee(s) for any purposes other than for purpose for which it is sold.
- h) The Allottee(s) shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the FLAT/SHOP until all the dues payable by the Allottee(s) to the Promoters under this Agreement are fully paid up.
- i) The Allottee(s) shall observe and perform all the rules and regulations which the Society or the Limited Company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the FLAT/SHOP therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee(s) shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company regarding the occupancy and use of the FLAT/SHOP in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- j) Till a conveyance of the structure of the building in which Flat/ Shop is situated is executed in favour of society/limited society, the Allottee(s) shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and

upon the said buildings or any part thereof to view and examine the state and condition thereof.

- k) Till a conveyance of the project land on which the building in which apartment is situated is executed in favour of the Apex body or Federation, the allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
- l) The Promoters shall not be bound to carry out any extra additional work for the Allottee(s) without there being a written acceptance by the Promoters to carry out the said additional extra work for the Allottee(s) which again shall be at the sole discretion of the Promoters. If the Promoters have agreed to do any additional extra work for the Allottee(s), the Allottee(s) shall deposit the amount within 7 (Seven) days from the date when the Promoters inform the Allottee(s) the estimated cost for carrying out the said additional extra work. If the Allottee(s) fail(s) to deposit the estimated cost for carrying out the said additional extra work of the Allottee(s) agreed to be carried out by the Promoters, then the Promoters shall not be liable to carry out the additional/extra work in the premises of the Allottee(s).
- m) Not to change the position of the sliding windows provided by the Promoters in the FLAT/SHOP by the FLAT/SHOP Allottee(s) and not to change the shape and size of the door frames and French doors and sliding windows section and elevation thereof in the said FLAT/SHOP.
- n) Not to do or permit to be done any act or things which may render void or violable any insurance of the said property and the said



building or any part thereof or whereby any increased premium become payable in respect of such insurances.

- o) So long as each Allottee(s) in the said building shall not be separately assessed, the Allottee(s) shall pay proportionate part of the taxes, Cess, assessments etc. in respect of the co-operative society or limited company or a legal body as the case may be whose decision shall be final and binding upon the Allottee(s).
- p) The Allottee(s) shall not let, sub-let, transfer or assign or part with possession of the said FLAT/SHOP without the consent in writing of the Promoters until all the dues payable by him/her/them to the Promoters under this Agreement are fully paid. The Allottee(s) and the persons to whom the said premises is let, sub-let, transferred, assigned or given possession of shall from time to time sign all papers and documents, applications and do all acts, deeds and things as the Promoters and/or the co-operative society or limited company and/or legal body as the case may require for safeguarding the interest of the Promoters and/or the other Allottee(s) in the said buildings.
- q) The Allottee(s) and the person to whom the said Premises is let, Sub-let, transferred, assigned or given possession of, shall observe and perform all the Bye-laws, rules and regulations which the co-operative society or limited company at the time of registration may adopt and all the provisions of the Memorandum and Articles of Association of the limited company when incorporated and all the additions, alterations or amendments thereof for protection and maintenance of the said building and the said Premises and all the rules and regulations and the bye-laws for the time being of the Corporation or local authority or Government or other public bodies. The Allottee(s) and the persons to whom the said Premises is let, sub-let, transferred, assigned or given possession of shall observe and perform and stipulate conditions laid down by such co-operative society or limited

company or legal body as the case may be regarding the occupation and use of the building and/or the said Premises and shall pay and contribute regularly and punctually towards the taxes or expenses or other outgoings in accordance with the terms and conditions of this Agreement.

- r) The Allottee(s) hereby covenant(s) to keep the premises, walls, sewerage or drainage pipes and appurtenances thereon in good condition and in particular so as to support shelter and protect the parts of the building other than his/her/their own premises.
- s) The Allottee(s) shall at no time demand partition of his/her/their interest of their premises in the building. It is being hereby agreed and declared by the parties that the interest in the said building is impartible and it is agreed by the Allottee(s) that the Promoters shall not be liable to execute any document for that purpose in respect of the said premises in favour of the Allottee(s).
- t) The Allottee(s) and the persons to whom the said FLAT/SHOP is permitted to be transferred with the written consent of the Promoters, shall observe and perform byelaws and/or the rules and regulations of the co-operative society or other organization, as and when registered and the additions, alterations or amendments thereof and shall also observe and carry out the building rules and regulations and the buy-laws for the time being of the municipal council and/or public bodies. The Allottee(s) and persons to whom the said FLAT/SHOP is allowed to be transferred shall observe and perform all the stipulations and conditions laid down by such co-operative society or other organization, regarding the occupation and use of the said Flat/Shop and the said property and shall pay and contribute regularly and punctually towards rates, cess, taxes and/or expenses and all other outgoings.

- u) The Allottee(s) shall maintain at his/her/their own cost the said Flat agreed to be purchased by him/her/them in the same condition, state and Order in which it is delivered to him/her/them and shall abide by all bye-laws, rules and regulations of the Government of Maharashtra, M.S.E.D. Co. Ltd., Corporation and any other Authorities and local bodies and shall attend to, answer and be responsible for all actions and violations of any of the conditions, rules or bye-laws and shall observe and perform all the terms and conditions contained in this Agreement.

**10. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the Promoters execute this Agreement for sale, they shall not mortgage or create a charge on the FLAT/SHOP and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee(s) who has\have taken or agreed to take such FLAT/SHOP.

**11. PROJECT NAME**

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between parties hereto that, the promoters herein have decided to have the name of the project **"AVENUE HILLS"** and building will be denoted by letters or name **"AVENUE HILLS"** building numbers in numerical as per sanction plan or as decided by the promoter herein on a building and at the entrances of the scheme. The allottees(s) in the said project, building or proposed organization are not entitled to change the aforesaid project name and remove or alter promoters' name board in any circumstances. The allottee(s) should maintain and repair any damages to any type of name boards, LED or such displays (if any) and shall keep it in running condition at all times. The name of the co-operative society or limited company or

other legal body to be formed, may bear the same name. The name of the building however shall not be changed under any circumstances. This condition is essential condition of this agreement.

**12. WAIVER NOT A LIMITATION TO ENFORCE :**

12.1 The Promoters may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in delay in making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoters in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoters to exercise such discretion in the case of other Allottee.

12.2 Failure on the part of the Promoters to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

12.3 Any delay or indulgence by the Promoters in enforcing the terms of this Agreement or forbearance on their part or giving extensions of time by the Promoters to the Allottee(s) for payment of purchase price in installments or otherwise shall not be construed as a waiver on the part of the Promoters of any breach of this Agreement by the Allottee(s) nor shall the same in any manner prejudice the rights of the Promoters.

**13. COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

13.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign

Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoters with such permission, approvals which would enable the Promoters to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 13.2 The Promoters accept no responsibility in this regard. The Allottee shall keep the Promoters fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any under the applicable laws. The Promoters shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoters shall be issuing the payment receipts in favour of the Allottee only.

#### **14. APPLICABILITY OF ACT**

- 14.1 This agreement shall always be subject to the provisions of the Real Estate Regulation and Development Act, 2016 (RERA) and the rules,

regulations, office orders, circulars made there under and as also subject to all other applicable laws.

- 14.2 This Agreement shall always be subject to the terms and conditions of Agreement to Lease and also the lease to be granted by the Corporation and the rules and regulations, if any made by the Corporation and/or the Government of Maharashtra and/or any other authority.

**15. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY THE ALLOTTEE(S) :**

The Allottee(s) is/are entering into this Agreement for the allotment of the said premises with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee(s) hereby undertakes that he/she/they shall comply with and carry out, from time to time after he/she/they has/have taken over for occupation and use the said premises, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the said premises/ at his/her/their own cost.

**16. BINDING EFFECT**

Forwarding this Agreement to the Allottee(s) by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee(s) until, firstly, the Allottee(s) sign(s) and deliver(s) this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (Thirty) days from the date of receipt by the Allottee(s) and secondly, appear(s) for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoters. If the Allottee(s) fail(s) to execute and deliver to the Promoters this Agreement within 30 (Thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the

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

**17. ENTIRE AGREEMENT**

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

**18. RIGHT TO AMEND:**

This agreement may only be amended through written consent of the parties by executing such further Supplementary Agreement/deeds/ documents/writings mutually decided by the parties hereto.

**19. 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(s) of the Flat/ Shop, in case of a transfer, as the said obligations go along with the FLAT/SHOP for all intents and purposes.

**20. SEVERABILITY**

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

**21. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:-**

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

**22. 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.

**23. PLACE OF EXECUTION:**

- 23.1 The execution of this Agreement shall be complete only upon its execution by the Promoters through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoters and the Allottee(s), in Navi Mumbai



after the Agreement is duly executed by the Allottee(s) and the Promoters or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Panvel.

23.2 The Allottee(s) and/or Promoters 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 Promoters will attend such office and admit execution thereof.

24. NOTICES AND CORRESPONDENCE

All notices to be served on the Allottee(s) and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) or the Promoters by Registered Post A.D and notified Email ID at their respective addresses specified below:

ALLOTTEE(S):

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-----

Notified Email ID -

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PROMOTER:

M/S. AVENUE LIFESPACES

-----

B-508, The Great Eastern Summit, Plot No.-66,

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Sector No.-15, C.B.D. Belapur, Navi Mumbai – 400 614.

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Notified Email ID – [avenuelifespaces@gmail.com](mailto:avenuelifespaces@gmail.com)

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It shall be the duty of the Allottee(s) and the promoters 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 or the Allottee(s), as the case may be.

**25. JOINT ALLOTTEES:**

That in case there are Joint Allottees all communications shall be sent by the Promoters to the Allottee(s) 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.

**26. OTHER CHARGES AND EXPENSES**

- i) The Promoters hereby covenant with the Allottees that all the incentives and exemptions received by them from Corporation/Competent Authority has been passed on to the Allottees and the purchase price determined herein is by taking into account, the incentives received and passed on by them. The Allottees herein categorically accept and agree that the benefits of the said incentives i.e. reduction of premium has been passed on to them in terms of payment of stamp duty by the Promoter. The Allottees hereby agree to sign, execute and register all the documents, affidavits, bonds as may be required by the plan passing authority or any government authority whosoever it may concern to confirm the receipt of such benefits by the Allottees. In case of any break up given for the price/consideration it is only for the purpose of understanding and explanation to the concerned authority and the Allottees shall not raise any objection and/or dispute or claim any amount/difference of amount whatsoever explained in the break up now or in future or make any issue of this any time in future. The charges towards stamp duty and Registration of this Agreement for sale shall be borne and

paid by the Promoters only as per GR No.-  
TPS/1820/ANAU.27/PRA.KRA 80/20/NAVI-13, dated 14/01/2021  
issued by the Government of Maharashtra.

**27. DISPUTE RESOLUTION**

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

**28. 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 at Panvel will have the jurisdiction for this Agreement.

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**THE FIRST SCHEDULE ABOVE REFERRED TO**

**Description of the Land**

All that piece and parcel of land bearing Plot Nos.- F-92+ F-97, admeasuring about 2888.61 Sq. Mts., situate, lying and being at Sector No.-12, Kharghar, Navi Mumbai, Tal.-Panvel, Dist.-Raigad and bounded as follows; i.e. to say:

On or towards the North by : Proposed 15 Mts. wide road

On or towards the South by : 24 Mts. wide road

On or towards the East by : Channel

On or towards the West by : Plot No.-F-96 & F-93 Petrol Pump

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**Description of the FLAT/SHOP**

All that Residential/Commercial premises bearing FLAT/SHOP number \_\_\_\_\_, admeasuring \_\_\_\_\_ Sq. Mts. carpet area on the \_\_\_\_\_ Floor of the building to be known as "AVENUE HILLS" being constructed on Plot Nos.- F-92+ F-97, admeasuring about 2888.61 Sq. Mts., situate, lying and being at Sector No.-12, Kharghar, Navi Mumbai, Tal.-Panvel, Dist.-Raigad.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**Internal Specifications and Amenities**

**FLOORING**

- Vitrified Flooring

**KITCHEN**

- Granite platform in kitchen with service platform and S.S. sink; full glazed tiles upto ceiling level.
- Water purifier provision.

**DOORS & WINDOWS**

- S.S. Railings with toughened glass for chhajja.
- Anodized aluminum sliding windows.
- Laminated flush doors with wooden frame at bed room door and main door.
- Toilet door frame of granite with laminated flush door.
- Window cills/frame of granite double patti.

**WALLS & PAINT**

- Gypsum finished Internal walls with paint.
- Acrylic Emulsion paint for external walls.

**ELECTRIFICATION**

- ISI standard concealed copper wiring.
- Switches and MCB.

**BATHROOM**

- Concealed plumbing with fittings.
- Tiles up to ceiling height and anti skid tiles flooring.
- Sanitary ware.
- Provision of window louvers.

**WATER/TERRACE**

- Under Ground and overhead water tank with adequate water storage capacity.
- Special brickbat water proofing treatment with china chips.

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

SIGNED, SEALED & DELIVERED )  
BY THE WITHINNAMED PROMOTERS )  
M/S. AVENUE LIFESPACES )  
P.A.N.-\_\_\_\_\_ )  
REPRESENTED BY ITS PARTNERS )  
(1) SHRI VIPUL RAMJI MINAT )

(2) SHRI RAJ HARESH MINAT )

(3) SHRI HARESH DHARAMSHI MINAT )

IN THE PRESENCE OF

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

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

2)\_\_\_\_\_ )  
\_\_\_\_\_ )  
P.A.N.-\_\_\_\_\_ )

IN THE PRESENCE OF

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

RECEIPT

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

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

Only) being part/full payment of the consideration against the sale of Flat/  
Shop No.-\_\_\_\_\_, admeasuring\_\_\_\_\_ Sq. Mts. carpet area on the  
\_\_\_\_\_ Floor of the building named "AVENUE HILLS" being constructed on  
Plot Nos.- F-92+ F-97, situate, lying and being at Sector No.-12, Kharghar,  
Navi Mumbai, Tal.-Panvel, Dist.-Raigad paid by him/her/ them to us as per  
the following details:

Date	Cheque No.	Drawn on (Bank & Branch)	Amount ,
Total Rupees_____Only.			

WE SAY RECEIVED  
For M/S. AVENUE LIFESPACES

Partner

WITNESS:

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