

imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat/Shop/Office by the Allottee/Purchaser for any purposes other than for purpose for which it is sold.

ix. The Allottee/Purchaser 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/Office until all the dues payable by the Allottee/Purchaser to the Promoter/Developer under this Agreement are fully paid up.

x. The Allottee/Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flat/Shop/Office 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/Purchaser shall also observe and perform all the stipulations and conditions laid down by the

Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Flat/Shop/Office 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 a conveyance of the structure of the building in which Flat/Shop/Office is situated is executed in favour of Society/Limited Society, the Allottee/Purchaser shall permit the Promoter/Developer 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.

Xii. Till a conveyance of the project land on which the building in which Flat/Shop/Office is situated is executed in favor of apex Body of federation, the allottee shall permit the Builder/Developer 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.

- xiii. The Allottee/s shall not affix or raise any JALLI, GRILL, ENCLOSURE, etc. at or about any place of the said Premises.
- xiv. The Allottee/s shall not disturb the existing glass, wall elevation for making the provision for the air conditioner and they shall always use split air conditioner without disturbing the outside glass, wall elevation, etc.
15. The Promoter/Developer shall maintain a separate account in respect of sums received by the Promoter/Developer from the Allottee/Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings legal charges and shall utilize the amounts only for the purposes for which they have been received.
- 15A. In case the transaction being executed by the agreement between the promoter and the allottee is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration / fees / charges for services / commission / brokerage to the said Registered Real Estate Agent, shall be paid by the Promoter/Developer & Allottee/Purchaser both, as the case may be, in accordance with the agreed terms of payment.

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

17. Promoter/Developer Shall Not Mortgage or Create A Charge:

After the Promoter/Developer executes this Agreement he shall not mortgage or create a charge on the Flat/Shop/Office 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/Purchaser who has taken or agreed to take such [Flat/Shop/Office].

18. Binding Effect:

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

19. 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/plot/building, as the case may be.

20. Right to Amend:

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

21. Provisions of This Agreement Applicable To Allottee/Purchaser / Subsequent Allottee/Purchaser:

- i. 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/Purchaser of the Flat/Shop, in case of a transfer, as the said obligations go along with the Flat/Shop/Office for all intents and purposes.
- ii. The Allottee/s and the person/s to whom the said premises is let, sublet, transferred assigned or given possession of (after prior written permission of the Promoter) shall from time to time sign all applications

papers and documents and do all such acts, deeds and things as the Promoter and/or the Society may require for safe guarding the interest of the Promoter and/or the other premises holders in the said building/s

22. Formation of Final body/co-op.housing Society of Purchasers.:-

The Owner/Developer/Promoter shall on execution of registration agreement for sale by 51% purchasers form within the period of 3 months from handing over possession of the last unsold property to the concerned purchaser, in of the said complex, shall form a co-operative housing society governed by the provisions of the Maharashtra Co-operative societies act 1960 or such other body as may be deemed fit by the owners/Promoters and Owner/Promoter of which all the purchasers of property shall be bound to become and be admitted as members.

23. **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.

24. Method Of Calculation Of Proportionate Share Wherever Referred To In The Agreement:

Wherever in this Agreement it is stipulated that the Allottee/Purchaser has to make any payment, in common with other Allottee/Purchaser in Project, the same shall be in proportion to the carpet area of the Flat/Shop/Office to the total carpet area of all the Flat/Shop/Office in the Project.

25. 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.

26. Place of Execution:

The execution of this Agreement shall be complete only upon its execution by the Promoter/Developer through its authorized signatory at the Promoter/Developer's Office or at some other place, which may be mutually agreed between the Promoter /Developer and the Allottee/Purchaser, in Navi Mumbai after the Agreement is duly executed by the Allottee/Purchaser and the Promoter/Developer 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 Navi Mumbai.

27. The Allottee/Purchaser and/or Promoter/Developer shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter/Developer will attend such office and admit execution thereof.

28. The parties hereby specifically agreed that, whatever the Government charges mentioned herein payable for share money, society formation charges, conveyance charges etc. payable by the Allottee/Purchaser are mentioned in the

present agreement as per the present rules. These rules can be changed & the charges may be revised & the Allottee/Purchaser agreed to pay such revised charges from time to time.

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

Name of Allottee/Purchaser _____

(Allottee/Purchaser's Address) _____

Notified Email ID: _____

Promoter/Developer:

M/s. Mass Realty

Plot no. 86, Office No. 601, 6th
Floor, Thacker Tower, Sector 17,
Vashi, Navi Mumbai 400703.

Notified Email ID:

massrealty601@gmail.com

It shall be the duty of the Allottee/Purchaser and the Promoter/Developer to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter/Developer or the Allottee/Purchaser as the case may be.

30. Joint Allottee/Purchasers:

That in case there are Joint Allottee/Purchaser all communications shall be sent by the Promoter/Developer to the Allottee/Purchaser 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 Allottee/Purchaser.

31. Stamp Duty and Registration: - The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee/Purchaser.
32. 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 Mumbai Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

33. If any portion of the said plot of the said Plot is acquired or notified to be acquired by the Government, or any other public body or authority, the Promoter shall be entitled to receive all the benefits in respect thereof and/or the compensatory F.S.I. or all other benefits in respect thereof. The Promoter shall also be entitled to use any additional F.S.I. or additional construction that may be permitted by the local body or concerned authority on the said Plot for any reason whatsoever including F.S.I. in respect of any adjoining or neighboring plot/property and/or by way of benefits as incremental FSI/T.D.R. or otherwise howsoever. Save and except as stated elsewhere in this Agreement, such additional structure and storeys will be the sole property of the Promoter who will be entitled to deal with, dispose off and sell the same in any way it chooses and the Allottee/s hereby irrevocably consent/s to the same. Under the circumstance aforesaid, the Allottee/s shall not be entitled to raise any objection to or any abatement in price of the said premises agreed to be acquired by him/her/them and/or for any compensation or damage on the ground of inconvenience or any other ground whatsoever. It is further agreed and confirmed by the Allottee/s that the Assignment or other Deeds, Documents or Instruments of Transfer for the purpose of transfer of the said plot of the said Plot and the building/s to be constructed thereon to be executed to and in favour of the Society or Limited Company or

RECEIPT

RECEIVED amount of Rs. _____/- (Rupees _____
_____ Only) by Cheque from
_____, the Allottee/Purchaser/s being
the part payment for the sale of Flat/Shop/Office No. _____, _____ Floor,
admeasuring about _____ Sq. Mtrs. usable Carpet area as per
RERA Act, E. B. Area _____ Sq. Mtrs. & Chajja Area _____
Sq. Mtrs. and the Allottee/Purchaser hereby entitled to utilize the area of
enclosed Balcony, Cupboard, Flower bed & Service Slab within the said
Flat/Shop/Office in the building known "Mass Insignia" being constructed
on Plot No. 59, Sector – 34A, at – Kharghar, Tal. Panvel, Dist. Raigad,
Navi Mumbai.

Mode of Payments:

Sr. No.	Ch. No.	Date	Bank Name	Amount
			Total	

I/WE SAY RECEIVED
Rs. _____/-

M/s. Mass Realty
through its authorized partner
Mr. -----

WITNESSES:-

1. _____
2. _____

FIRST SCHEDULE

THE DESCRIPTION OF THE PROPERTY

All the peace and parcel of land known as **Plot No. 59, Sector – 34A**, at – **Kharghar, Tal. Panvel, Dist. Raigad, Navi Mumbai** containing by admeasuring about **1953.90 Sq. Mtrs.** or thereabout and bounded as follows.

On or towards the North by : Plot No- 60

On or towards the South by : Plot No. 58 & Plot No. 56

On or towards the East by : Plot No. 55

On or towards the West by : 15.00 Mtr Wide Road

Property Details:-

Flat/Shop/Office No. _____, _____ Floor, admeasuring about _____ Sq. Mtrs. usable Carpet area as per RERA Act , E. B. Area _____ Sq. Mtrs. & Chajja Area _____ Sq. Mtrs. and the Allottee/Purchaser hereby entitled to utilize the area of enclosed Balcony & Service Slab within the said flat in the building known as “**Mass Insignia**” to be constructed on **Plot No. 59, Sector – 34A**, at – **Kharghar, Tal. Panvel, Dist. Raigad, Navi Mumbai.**

14. Powder coated aluminum sliding windows.
15. Concealed plumbing in bathrooms with C.P. fitting.
16. Concealed copper wiring with modular switches.
17. Fridge, water filter, exhausts fan point in kitchen.
18. T.V & Telephone point in master bed and hall.
19. Acrylic point to all external wall of entire building.

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

SIGNED, SEALED AND DELIVERED

By the within named **'The Promoter/Developer/s'**

M/s. Mass Realty

through its authorized partner

Mr. Nilesh Navnital Shah

In the presence of.....

1.

2.

SIGNED, SEALED AND DELIVERED