

AGREEMENT FOR SALE

THIS AGREEMENT made and entered into at Navi Mumbai on this _____ day of _____, 20____, **BETWEEN M/s. ONE BUILDCON**, (having I. T. Pan No. AADFO3070B), having address at Third Floor, Millennium Tower, Behind IOC Pump, Opp. IIT Main Gate, Powai, Mumbai, Pin Code - 400 076, hereinafter called as “THE DEVELOPERS”(which expression shall unless it be repugnant to the context or meaning there of be deemed to mean and include its/their heirs, executors, administrators and assigns) of ONE PART:

MRS. SHWETA KESHAV WADKAR, Age 31 years, (having I. T. Pan No **ADXPW8334M**, Aadhar No. **5013 7528 4083**), Indian Inhabitant/s, having address at Flat No. 201, Sundham Apartment, Plot - 119, Sector 27, Seawood, Navi Mumbai, hereinafter called “THE PURCHASER/S” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators and assigns) of OTHER PART:

WHEREAS the City and Industrial Development Corporation of Maharashtra Ltd., a Government company within the meaning of the Companies Act, 1956 (hereinafter referred to as ‘THE CORPORATION’) having it’s office at Nirmal, 2nd Floor, Nariman Point, Mumbai - 400 021, is a new Town Development Authority, under the provisions of subsection (3-a) of

Section 113 of Maharashtra Regional & town planning Act, 1966 (Maharashtra Act NO. XXXVIII of 1996) hereinafter referred to as the said Act.

AND WHEREAS the State Government in pursuant to Section 113(A) of the said Act, acquired the land described therein and vesting such lands in the said Corporation for development and of such piece of land so acquired by the State Government, and subsequently vested by the State government in the Corporation for being leased to its intending Lessees.

AND WHEREAS the Corporation has leased a plot of land under 12.5% Gaothan Expansion Scheme bearing Plot No.11, containing about 1079.95 Sq. Mtrs., situated at Sector- 8, Taloja, Navi Mumbai, Tal. Panvel & Dist. Raigad, (hereinafter referred to as THE SAID PLOT) to **1) MR. MUSHTAQ AHMAD SIDHIQMIYA PATEL, 2)MR. IMTIYAZ AHMAD SIDHIQMIYA PATEL, 3)MR. SAYED AHMAD SIDHIQMIYA PATEL, 4) SMT. RAJIYA ASLAM PATEL, 5) MR. AKRAM IBRAHIM PATEL, 6) MR. ANIS IBRAHIM PATEL, 7) SMT. SHAMA AHMADALI PATEL, 8) SMT. SHAHNAZ RAFIQ PATEL & 9) SMT. RUKHSANA MUSHTAQ PATEL** the Original Licencees (therein referred to as THE LESSEES) vide Agreement to Lease dated 08th October, 2012, duly registered with the Sub-Registrar of Panvel- 3, on 16.10.2012, under Serial No. 10194/2012 for a period of 60 years computed from the date of Agreement to Lease, for the purpose of Residential use for proper premium of Rs.1,85,220/- (RUPEES ONE LAKH EIGHTY FIVE THOUSAND TWO HUNDRED TWENTY ONLY) & for the terms and conditions mentioned therein and has handed over the physical possession of the said plot to the Lessee.

WHEREAS Original Licencees **MR. MUSHTAQ AHMAD SIDHIQMIYA PATEL & 8 OTHERS** have sold/transferred & assigned the said Plot No.11 to **M/s. ONE BUILDCON** through its Partners **1) MR. HIMANSHU SHARMA, 2) MR. VARUN BANKA & 3) MR. AMIT BANKA** , vide Tripartite Agreement dated 24th January, 2013, duly registered with Sub-Registrar of Panvel-3, on 24.01.2013, under Serial No. 765/2013, executed between **1) CIDCO LTD.,** the corporation **2) MR. MUSHTAQ AHMAD SIDHIQMIYA PATEL & 8 OTHERS AND 3) M/s. ONE BUILDCON** through its Partners **1) MR. HIMANSHU SHARMA, 2) MR. VARUN BANKA & 3) MR. AMIT BANKA** and the

Corporation, vide its Letter dated 04.02.2013, bearing No. CIDCO/Estate/12.5% Scheme/Taloja - 72/2013, have transferred the Said Plot in the name of **M/s. ONE BUILDCON through its Partners 1) MR. HIMANSHU SHARMA, 2) MR. VARUN BANKA & 3) MR. AMIT BANKA.**

WHEREAS THE DEVELOPERS are the lawful owners of leasehold rights of the said Plot No.11, at Sector- 8, Taloja (GES), Navi Mumbai, Tal. Panvel & Dist. Raigad, (more particularly described in SCHEDULE).

WHEREAS 'THE CORPORATION' has granted permission by its letter No. CIDCO/B.P.-12286/ATPO(NM&K)/2013/1706, dated 25.10.2013 to commence the construction work of Residential building on the said plot on the terms and conditions mentioned therein and the DEVELOPERS have commenced the construction work of the Residential on the said Plot No.11, at Sector- 8, Taloja (GES), Navi Mumbai, Tal. Panvel & Dist. Raigad. The Building to be constructed on the said Plot No.11 shall be always known as '**AZURE**'.

- a. At the request of the Purchaser the Developers had agreed to sell ~~him/ her/ them~~ Flat no. **1702** on **17th** floor, admeasuring **35.538** sq. mtrs carpet area as per RERA & **22.779** sq. mtrs additional carpet area for Exclusive Use & Occupation free of any additional cost, in building to be known as 'Azure Co-operative Housing Society Ltd' to be constructed on the said property (hereinafter referred to as the 'said Flat'.)
- b. Considering the request of the Purchaser, the Developers have agreed to sell to the Purchasers the said flat for the consideration of **Rs. 53,00,000/- (Rupees Fifty Three Lakhs Only)** and on the terms and conditions hereinafter appearing.
- c. prior to execution of this Agreement the Purchaser/s has/have demanded inspection from the Developer and the Developer has given inspection to the Purchaser/s of all documents of title relating to the Property and also the plans, layout, designs and specifications prepared by the Developer's the plans, layout, designs and specifications prepared by the Developer's Architects, the certificate

of title, revenue records and all other documents as specified under RERA, including the rules and regulations made there under or any other applicable law.

- d. The Purchaser/s, after being fully satisfied about the facts stated hereinbefore and the right and authority of the Developer to develop the Property and the Sale Wing in particular by virtue of the said agreements and permissions granted by the statutory authorities, has/have agreed to purchase the Flat from the Developer and the Developer has agreed to sell the same to the Purchaser on the terms and conditions hereinafter set out.
- e. Under provisions of RERA, the Developer is required to execute a written Agreement for Sale in respect of the Flat agreed to be sold to the Purchaser and the Parties are therefore, executing these presents. The Purchaser/s shall lodge this Agreement for registration before the concerned Sub-Registrar for Registration and upon intimation of the same to the Developer, the Developer shall attend the office of Sub-registrar and admit execution thereof so as to get it registered under the provisions of Indian Registration Act, 1908.
- f. The Developer has registered with the RERA bearing Registration No. **P51800002018.**

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

- 1. The Parties hereto agree that the recitals to this Agreement shall form an integral part of this Agreement.
- 2. In this Agreement unless there is anything inconsistent with or repugnant to the subject or context (a) singular shall include plural and vice versa and (b) masculine shall include feminine and vice versa.
- 3. The DEVELOPERS shall construct the said building consisting of Stilt + Podium + 21 Upper Floors, on the plot in accordance with the plans, design, specifications which have been approved by the

concerned authority and seen and approved by Flat PURCHASER/S with such variations and modifications as the DEVELOPERS may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any of them. The purchaser/s hereby agrees to such variations & modifications.

4. The PURCHASER/S has/have prior to the execution of this Agreement satisfied himself/herself/themselves about the title of DEVELOPERS to the said plot of land and no requisition or objection shall be raised upon THE DEVELOPERS in any matter relating thereto.

The PURCHASER/S hereby agree to purchase the said Flat No. **1702**, on the **17th** Floor, admeasuring about **35.538** Sq. Mtrs Carpet Area as per RERA & **22.779** sq. mtrs additional carpet area for Exclusive Use & Occupation free of any cost, in the building to be known as “AZURE”, standing Plot No.11, at Sector- 8, Taloja (GES), Navi Mumbai, Pin Code - 410 208, Tal. Panvel & Dist. Raigad, for the lump sum price of **Rs. 53,00,000/- (Rupees Fifty Three Lakhs Only)** and subject to the terms and conditions hereinafter contained and the Flat as shown in the floor plans here of annexed & marked (hereinafter referred to as the said Flat or said Flat) which includes the proportionate price for proportionate common areas and facilities appurtenant to the said flat. The Developer have allotted **1 (One)** Car parking slot in **Open** Parking, for which the Purchaser shall pay to the Developers a sum of Rs. **----** /-. The total consideration required to be paid by the Purchaser to the Developer in respect of the Flat along with **1 (One)** car parking slot works out to **Rs. 53,00,000/- (Rupees Fifty Three Lakhs Only)** The said price fixed on lump sum basic has no bearing whatsoever on the actual area of the said Flat.

The fixture fittings and amenities to be provided by the DEVELOPERS in the said Flat are those mentioned in the Annexure and the PURCHASER/S has/have satisfied himself/ herself/ themselves about the same.

5. The DEVELOPERS are entitled to allot / reserve to the intending purchasers such car parking area under the stilt or in open and the terrace attached to the Flats to the purchaser of the Flat for exclusive use of which , the said terrace/car parking has been provided on such terms and condition as may be decided by the DEVELOPERS and the purchaser/s shall not raise any dispute thereto.

6. AND WHEREAS the PURCHASER/S has/have agreed to pay lumpsum price/ consideration being **Rs. 53,00,000/- (Rupees Fifty Three Lakhs Only)** in respect of the said Flat as follows :-

a. The Allottee has paid on or before execution of this Agreement a sum of **Rs. 17,05,000/- (Rupees Seventeen Lakhs Five Thousand Only)** as advance payment or application fee and hereby agrees to pay to the Promoter balance amount of **Rs. 35,95,000/- (Rupees Thirty Five Lakhs Ninety Five Thousand only)** within 30 days from the date of execution of this Agreement.

AND WHEREAS the DEVELOPER acknowledges the receipt of a sum of **Rs. 17,05,000/- (Rupees Seventeen Lakhs Five Thousand Only)** paid on or before the execution of this Agreement being the Part & Advance payment of the said Flat.

All taxes (whether applicable/payable now or become applicable/payable in future) including VAT, Service Tax, GST, or any other taxes as applicable and payable in respect of intended sale of the said Flat shall be borne and paid by the Purchaser/s alone and the Developer shall never be liable, responsible and/or required to bear, and/or pay the same or any part thereof.

The Purchaser/s shall make all payments of the consideration amount due and payable to the Developer through an account payee cheque / demand draft / pay order / wire transfer / any other instrument drawn in

favour of – ONE BUILDCON. In case of any financing arrangement entered by the Purchaser/s with any financial institution with respect to the purchase of the said Flat, the Purchaser/s undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse/pay all such consideration amounts due and payable to the Developer through an account payee cheque/demand draft drawn in favour of – **ONE BUILDCON**.

5. It is expressly agreed by and between the Parties hereto that in respect of the above payments, time of payment according to the Schedule of payment is the essence of the contract. Without prejudice to the DEVELOPERS other rights under this agreement and/or in law the PURCHASER/S shall be liable at the option of the DEVELOPERS to pay to the DEVELOPERS interest at the rate of 10% per annum (or SBI Prevailing rate + 2%) on all amounts due and payable by the PURCHASER/S under this agreement if any such amount remains unpaid for 7 days or more after becoming due. AND on the PURCHASER/S committing breach of any of the terms and conditions herein contained, the DEVELOPERS shall be entitled at his/their own option to terminate this Agreement. Provided always the agreement to accept interest is without prejudice to other rights and remedies of the Developers including the right to terminate this Agreement. Provided that the Developer shall give notice of 15 days to the purchaser in writing by Registered post AD at the address provided by the purchaser of his intention to terminate the agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement. If the purchaser fails to rectify the breach or breaches mentioned by the Developer within the period of notice then at the end of the such notice period, Developer shall be entitled to terminate this Agreement. Provided further upon termination of this Agreement as aforesaid, the Developer shall, after deducting an amount equal to 10% of the total consideration payable hereunder, refund to the purchaser the balance of the sale price which the purchaser may till then paid to the Developer without any interest on the amount so refundable within a period of 30 days of the termination, the installments of sale

consideration of the said Flat which may till then have been paid by the purchaser to the Developer. but the Developer shall not be liable to pay to the Purchaser/s any interest on the amount so refunded and upon the termination of this agreement, the Developer shall be at liberty to deal with or dispose of and sell the said Flat to such person and at such price as the Developer may in their absolute discretion think fit and the Purchasers shall have no right, title or interest, claim or demand of any nature whatsoever against the Developer or in respect of the said Flat.

6. In any event the PURCHASER/S desires to cancel booking / allotment of the Flat made in favour of the PURCHASER/S, the DEVELOPERS shall not be bound to cancel the booking/allotment of the Flat.
7. The Purchase price mentioned above is exclusive of the following charges which are payable at the time of possession i. e.
 - 1) Development Charges/Infrastructure Development Charges
Rs. NIL
 - 2) Maintenance charges for one year in advance Rs. **NIL**.
- 7A. The Purchase price mentioned above is exclusive of the following charges i.e.
 - 1) Stamp Duty, Registration, Legal Charges and other charges payable to the concerned authorities for registration of this Agreement.
 - 2) Legal and document charges at the time of execution of this Agreement.
 - 3) Charges for valuation report, if required.
 - 4) Service charges payable to CIDCO LTD., from the date of Agreement for Lease with CIDCO LTD.,
 - 5) V. A. T. (Value Added Tax) if applicable / levied.
 - 6) Service Tax, Cess or any other taxes or charges levied by the State or Government authorities.
 - 7) Any other taxes/charges that shall be levied or become leviable by CIDCO/NMMC or any Government authorities.
 - 8) Annual Deposit for proportionate share of taxes and other charges (from date of the Occupancy Certificate).
 - 9) Grill Charges if provided by the Developer.

- 10) Proportionate share of expenses for execution and registration of Conveyance in favour of Co-op. Hsg. Soc. Ltd., to be formed and the PURCHASER/S has/have to pay the same as and when required /demanded by the DEVELOPERS.
- 7B. The Party of the "Other Part" (Purchaser) shall deduct the TDS @1% of the Agreement Value if it exceeds Rs. 50,00,000/- (Rupees Fifty Lakhs Only), as per the provisions of Section 194-IA of the Finance Act. (The Purchaser has to submit the TDS Certificate on or before the possession or on receiving the TDS Certificate whichever is earlier).
8. The DEVELOPERS shall hand-over to the PURCHASER/S the said Flat that has/have been purchased by the PURCHASER/S after the DEVELOPERS have obtained the completion or occupancy certificate or No Objection Certificate from the Corporation or any other competent as the case may be. THE DEVELOPERS shall endeavor to hand over possession of the Flat to the PURCHASER/S on or before _____, provided that the DEVELOPERS shall be entitled to reasonable extension of time for giving delivery of said Flat, if the completion of the building in which the said Flat is to be situated is delayed on account of:
- i) Non-availability or steep rise in prices of steel, cement and other building material, water or electric supply.
 - ii) War, Civil Commotion, strike, labour dispute or act of God and/ or any other natural calamity and other cause beyond the control of the DEVELOPERS.
 - iii) Any notice, order, rule notification of the government and / or other public or Competent Authority.
 - iv) Non payment of the amounts by the PURCHASER/S on due dates and as per Schedule of Payment.
 - v) Any other eventuality which is beyond the control of the Developer including precarious financial condition of the Developer and/or economic downswing in real estate or any other industry.
9. If for reasons beyond the control of the DEVELOPERS, as mentioned in clause No. 8 the DEVELOPERS are unable to give possession by the

said date, then it is agreed by and between the parties hereto that the said date shall be deemed to have been automatically extended by the period during which the delay has taken place. A notice shall be given by the DEVELOPERS to the PURCHASER/S to take possession on a specified date of possession and possession shall be delivered by the DEVELOPERS provided all the amounts under this Agreement and otherwise at law are paid by the PURCHASER/S to the DEVELOPERS and all necessary papers for possession as also various forms, applications, letters, papers, writings or documents required for the Formation of the Society or to be given to various authorities are duly filed in, signed, executed and delivered by the PURCHASER/S.

10. THE DEVELOPERS shall not be liable for any loss, damage, injury or Delay Due to Maharashtra State Electricity Distribution Co., causing delay in sanctioning and supplying electricity or due to local authority concerned causing delay in giving/supplying permanent water connection or such other service connections necessary for using/occupying the Flat.
11. The Flat PURCHASER/S shall use the Flat or any part there in of or permit the same to be used only for the purpose of residence and at the request of the PURCHASER/S, the DEVELOPERS may consider allotting / reserving to the PURCHASER/S car parking space under the still or in open provided it is available as on the date of determined by the DEVELOPERS. The PURCHASER/S shall use the stilt or parking space if allotted by the DEVELOPERS, only for purpose of keeping or parking the PURCHASER'S own vehicle. The PURCHASER/S agrees not to change use of the Flat or Flat without prior consent in writing of the DEVELOPERS. Any unauthorized change of use by the PURCHASER/S shall render this agreement void and the PURCHASER/S in that event shall not be entitled for any rights rising out of the agreement.
12. The PURCHASER/S hereby agrees to take the possession of the Flat on Part Occupancy or Full Occupancy Certificate from concerned authority. And shall not raise any Objection and / or claim on future

construction work to be carried out on the same plot and shall be at inconvenience due to the same.

13. THE PURCHASER/S shall be entitled to take possession of the said Flat if the PURCHASER/S have duly observed and performed all the obligations and stipulations contained in this agreement and the part of the PURCHASER/S is/are to observe, perform and also duly pay to the DEVELOPERS all the amounts and whatsoever amounts payable by the said PURCHASER/S to the DEVELOPERS under this Agreement and not otherwise.
14. The DEVELOPERS shall in respect of any amount unpaid by the PURCHASER/S under the terms and conditions of this Agreement have a first lien and charge on the said Flat agreed to be acquired by the PURCHASER/S.
15. Upon delivery of possession, the PURCHASER/S shall be entitled to the use and take occupation of the said Flat without hindrance but without any further claim at any time as to the workmanship or quality of material used in the said Flat.
16. The PURCHASER/S shall be liable to bear and pay all taxes and other charges payable in respect of his/her/their Flat and common expenses of his/her/their building proportionally from the date from which CIDCO /PMC has granted the Occupancy Certificate to the DEVELOPERS and shall be liable to pay service charges and outgoings from the date the DEVELOPERS obtain the part Occupancy /Occupancy Certificate from the CIDCO/PMC.
17. If the PURCHASER/S takes the possession and does not pay outgoings, he/she/they loses all benefits of the agreement for sale of Flat signed by him/her/them with the DEVELOPERS and in that case the building in which the defaulter's Flat is situated and the said building is having a common electric meter then the DEVELOPERS shall disconnect the electric connection given to the defaulter's Flat since the outgoings include common

electric charges like staircase lighting, pump energy consumption, pump operator charges, sweeper salary etc.

18. The PURCHASER/S shall take possession of the said Flat within a period of 10 days from the DEVELOPERS giving written notice to the PURCHASER/S intimating that the said Flat is ready for use and occupation. He/she/they shall use the parking space if any allowed to him/her/their only for the purpose of parking his/her/their own vehicle.
19. All notices to be served on the Flat PURCHASER/S as contemplated by this agreement shall be deemed to have been duly served if sent to the Flat PURCHASER/S by registered post/courier or under certificate of posting at his/her/their address specified below:- **Flat No. 201, Sundham Apartment, Plot - 119, Sector 27, Seawood, Navi Mumbai.**
20. The PURCHASER/S doth hereby covenant with the DEVELOPERS as follows:-
 - a) To maintain the said Flat at the PURCHASER'S own cost in good condition from the date 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, staircase or any passages which may be against the rules, regulations or bye-laws of the Concerned Authority or any other Authority 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.
 - b) Not to store in the Flat any goods which are hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat etc., is situated or storing of which goods is objected by the Concerned Authority or other authority and shall not carry or caused to be carrying heavy packages to upper floors which may damage or likely to damage the staircase, common passages, lift or any other structure of the building in which the Flat is situated. Any damages caused to the structure of the building on account of negligence or default of the PURCHASER/S on this behalf, the PURCHASER/S shall be liable for the consequences of the such breach/default.

- c) To carry at his/her/their own cost all internal repairs to the said Flat in the same conditions state and order in which it was delivered by the DEVELOPERS to the PURCHASER/S 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 given and to observe the Rules and Regulations and bye-laws of Concerned Authority or Co-Operative Society or any other Authority. And in the contravention to the above provision, the PURCHASER/S shall be responsible and liable for consequences thereof to Co-operative Society, to Concerned Authority and any other Public Authority.
- d) Not to demolish or cause to be demolished the Flat or any part thereof, at any time or make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, or 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, pipes in the Flat and appurtenances thereof in good, tenantable repair and conditions, and in particular so as to support shelter and protect the other part of the building in which the Flat is situated and shall not chiesel or in any other way damage columns, beams, walls, slabs or R.C.C, pardis or other structural members in the Flat without the prior written permission of the DEVELOPERS and/or the Society or Limited Company.
- e) Not to do or permit to be done any Act or things which may render void or voidable any insurance of the said land and the building in which the Flat is situated or any part thereof or whereby any increase 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 in the compound or any portion of the said land & building in which the Flat is situated.
- g) Pay to DEVELOPERS within 7 days of demand by the DEVELOPERS, his/her/their share of Security Deposit demand by Concerned Authority or Government or any other Authority for giving water, electricity, or any other services connection to the building in which the Flat is situated.

- h) To bear and pay any increases in local tax, water charges, insurance and such other levies, if any, which may be imposed by the concerned local authority or Government or other public authority on account of the change of user of the said Flat by the PURCHASER/S.
- i) The PURCHASER/S shall observe and perform all the rules and regulations which the Society, apartment Owners Association or the Limited Company may adopt at its inception and the additions alteration/documents there of that may be made from time to time for protection and maintenance of the said building and the Flat therein and the observance and performance of the building rules, Regulations and bye-laws for the time being of Concerned Authority and of Government and other bodies. The PURCHASER/S shall observe and perform all the stipulations and conditions laid down by the Society/Apartment Owners Associations/Limited Co. regarding the occupation and use of the Flat in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- j) The PURCHASER/S shall not let, transfer, assign or part with PURCHASER'S interest or benefit of this agreement or part with the possession of the Flat until all the dues payable by the PURCHASER/S to the DEVELOPERS under this Agreement are fully paid up and only if the PURCHASER/S had not been guilty of breach of non-observance of any of the terms and conditions of this Agreement and until the PURCHASER/S has/have obtained the permission in writing of the DEVELOPERS for such transfer.
- k) Till a conveyance of building in which Flat is situated is executed, the PURCHASER/S shall permit the DEVELOPERS and his/her/their Surveyors and Agents with or without workmen and other, at all reasonable times, to enter into and upon the said land and building or any part thereof to view and examine the state and conditions thereof.

21. The PURCHASER/S will not sell/lease the said Flat to any person/s without prior permission of the DEVELOPERS/Society and will ensure that any business activity will not be carried in the said Flat and said Flat will be use only for Residential purpose.
22. THE PURCHASER/S along with the other PURCHASER/S of Flat in the building shall join in forming and registering a Society or Apartment Owner's Association to be known as "**AZURE CO-OP. HSG. SOC. LTD.,**" and also from time to time sign and execute the application for registration and/or membership and other papers, documents necessary for the formation of the Society or Apartment Owner's Association and for becoming a member including the bye-laws of the proposed Society and duly fill in, sign, so as to enable the DEVELOPERS to register the organization of the PURCHASER/S under Section-10 of the Act within the time limit prescribed by Rule 8 of the Maharashtra Ownership Flat Rules, 1964. No objection shall be taken by the PURCHASER/S if any changes or modifications are made in the draft/bye-laws or the memorandum and/or articles of the Association as may be required by the Registrar of Co-Operative Societies or the Registrar of Companies as the case may be or by any other Competent Authority.
23. In the event of Co-operative Society being formed and registered before the sale or disposal by the DEVELOPERS of all flats/terraces spaces in the said Building, the power and authorities of the Co-operative Society so formed or so registered shall be subject to over all control of the DEVELOPERS in respect of any of the matters concerning the said unsold Flat and all amenities pertaining to the same and in particular the DEVELOPERS shall have absolute authority and control as regards the disposal of the unsold flats/terraces at any stage and to receive and appropriate the sale prices in respect thereof and all the PURCHASER/S of such unsold flats/ terraces shall be admitted as members of the Co-operative Society with the same rights and same benefits and subject to and without any reservation and conditions whatsoever and the PURCHASER/S shall consent to admit such PURCHASER/S of unsold Flats as a member of such Co-operative Society as aforesaid without raising any objections whatsoever and without

charging any transfer fee and/or donation and/or maintenance charges from such PURCHASER/S of unsold Flats.

24. The DEVELOPERS shall not be liable to pay any maintenance or common expenses in respect of the unsold Flats in the said building.
25. THE PURCHASER/S further agree, undertake and declare to contribute and pay a proportionate share of the cost of the transformer/Sub Station, if installed by the DEVELOPERS through MSEED before taking over the possession of the Flat. The PURCHASER/S hereby further declares that he/she/they will not object to such payment that is the cost incurred or to be incurred for installation of transformer /Sub Station or payable to MSEED. The said deposits referred to hereinabove shall be paid by the PURCHASER/S and he/she/they shall not raise any objection whatsoever in calculating the rate of such deposits and such deposits shall on such Lease Deed / Deed of Assignment executed by paid over by the DEVELOPERS to the said Society or body corporate /organization after deducting there from the amount if any payable by the PURCHASER/S to the DEVELOPERS under and in accordance with the provisions of this Agreement PROVIDEDHOWEVER that the PURCHASER/S shall pay such further amount or amounts to the DEVELOPERS as required by him/her/them from time to time towards the aforesaid deposit or any other deposits in the event of the said deposit/s being insufficient to meet the expenses. The PURCHASER/S further agree and bind himself/herself/ themselves to pay from the date of delivery of possession of the said Flat (the date means the date of which the DEVELOPERS shall give notice to the PURCHASER/S that the said Flat is ready to be handed over to him/her/them) the proportionate share to be determined by the DEVELOPERS and all outgoing taxes and other taxes levies, local taxes, N. A. taxes, betterment charges or such other levies by the Concerned Local Authorities/or Government, insurance insurances, water charges, common lights, sewage, sanitation, electric bills and repairs and salaries of Clerks, Bill Collectors, Chowkidars (Watchmen), Sweepers, all other expenses incidental to the management and maintenance of the plot until the CIDCO LTD/PMC taxes and water charges are fixed and /or assessed separately and exact amounts are worked out for each of the Flat.

26. THE PURCHASER/S further agrees that till the PURCHASER'S share is so determined, the PURCHASER/S shall pay to the DEVELOPERS provisional monthly contribution towards the outgoings. The PURCHASER/S, at the time of taking possession, agree and bind himself/herself /themselves to pay to the DEVELOPERS in 18 months advance as per demand being the lump sum deposit towards the General maintenance charges for the said Flat for Fit-out. (Excluding the proportionate Property tax, Service charges payable to CIDCO LTD.). The amounts so paid by the PURCHASER/S to DEVELOPERS shall not carry any interest and remain with the DEVELOPERS until an assignment of lease is executed in favour of the Society/Apartment Owner's Association as aforesaid. On such assignment of lease being executed, the aforesaid deposit shall be accounted for and the balance if any be paid over by the DEVELOPERS to the Society.
27. All costs, charges including the stamp duty and registration charges payable in respect of this agreement shall be borne and paid by the PURCHASER/S. And the proportionate share of stamp duty and registration of lease deed / Deed of Assignment in favour of co-operative Housing Society, to be executed by the Corporation shall be borne and paid by the PURCHASER/S and the DEVELOPERS shall in no way either be liable or responsible for the same.
28. After the Company/ Society / Association as the case may be is formed & charge is handed over to them by the DEVELOPERS , the PURCHASER/S shall pay his/her/their contribution/outgoings directly to the said Company /Society /Association.
29. THE PURCHASER/S shall at no time demand partition of his/her/their interest in the said building. It is being hereby agreed and declared by the parties that the interest in the said building is impart able and it is agreed by the PURCHASER/S that the DEVELOPERS shall not be liable to execute any document for that purpose in respect of the said Flats in favour of the PURCHASER/S.

30. It is also understood and agreed by and between the parties hereto that the terrace space in front of or adjacent to the terrace Flat and such terrace space are intended for the exclusive use of the respective terrace flats PURCHASER/S. The said terrace/open area in front of the Flat shall not be enclosed by the Flat PURCHASER/S till the permission in writing is obtained from the DEVELOPERS as well as from the concerned local authority. The PURCHASER/S of terrace Flat hereby undertakes that he/she/they shall use the said terrace in such way that the Flat PURCHASER/S below the said terrace shall not be disturbed and he/she/they shall maintain the said terrace at his/her/their own cost.
31. It is hereby agreed that the terrace (i.e. Terrace above the Top floor) and stilts on the said buildings shall always belong to the DEVELOPERS and he/she/they shall be entitled to deal with and dispose off the same in the manner he/she/they deem fit. In the event of the DEVELOPERS obtaining permission from CIDCO and/or concerned authority for constructing any Flat on the terrace and stilts, then the DEVELOPERS shall be entitled to dispose off such Flat constructed by him/her/them on the terrace or stilts on such terms as the DEVELOPERS may deem fit and PURCHASER/S shall not object for the same. The terrace (i.e. Terrace above the Top floor) of the building, the parapet wall shall always remain the property of the DEVELOPERS and the DEVELOPERS shall also be entitled to display advertisement on the walls or the water tanks standing on the terrace and the DEVELOPERS shall exclusively be entitled to the income that may be derived by display of the said advertisements. The PURCHASER/S hereby undertakes that he/she/they will not raise any objection for the same.
32. In addition to the agreed consideration, and other charges mentioned hereinabove, the service tax, VAT payable to the Central Government/State Government or any other or additional taxes, charges, levies as and when levied on the sale of this Flat shall be borne and paid by the PURCHASER/S alone. It is hereby specifically agreed by the parties hereto that the liability of the PURCHASER/S to pay the above mentioned taxes shall remain in force even after the DEVELOPERS have handed over the possession of the said Flat to the PURCHASER/S.

And at no point of time the DEVELOPERS shall be liable to bear or pay the same in any manner whatsoever.

33. The DEVELOPERS shall have the right to make addition and/or alterations and raise or put up additional structures as may be permitted by the CIDCO Ltd., / PMC. It is expressly agreed that the DEVELOPERS alone shall be entitled to any F.S.I. which may become available in respect of the said property and /or T.D.R. of any other property available in any manner whatsoever at any time hereafter by virtue of any change in the law or by virtue of any amendment in the law applicable or any notification or order passed by the Government of Maharashtra or the union of India or the Corporation or any other public or private body or authority, as the case may be , and the PURCHASER/S further confirm/s that the DEVELOPERS shall be entitled to utilize the said F.S.I. by constructing additional Building or Buildings or floor/s or tenements or structures on the said plot and said Property as the DEVELOPERS may desire without any interruption dispute or objection by the PURCHASER/S or any other Co-operative Society, or any other body or organization of prospective PURCHASER/S of the Flat in the said building of Complex in any manner whatsoever.
34. The PURCHASER/S herein doth hereby agree and give his/her/their irrevocable consent that the DEVELOPERS shall have right to make additions, alterations, amendments and changes in the building plans and/or to the said building or any part thereof for any users or to change the user (excluding the said Flat) including to raise additional floors or structures on the said Complex/ building or upon part or parts of the said building /Plot including the terrace at any time righter before or after transfer of the Plot & such rights shall include the right to use/consume F.S.I. or additional F.S.I. or global FSI which may become available in respect of the said Plot or any other lands at anytime hereafter in future by reserving such rights in Lease Deed or to make such amendments alterations in the sanctioned plan as may be permitted by CIDCO /NMMC and/or any other authorities and such additions of additional structures or floors or storey or Flat shall be the sole and absolute Plot of the DEVELOPERS who shall be fully entitled to sell, deal with the depose off the same to any person/s.

35. THIS Agreement shall always be subject to the terms and conditions of the said Agreement to Lease dated 08.10.2012, executed in favour of **1) MR. MUSHTAQ AHMAD SIDHIQMIYA PATEL, 2)MR. IMTIYAZ AHMAD SIDHIQMIYA PATEL, 3)MR. SAYED AHMAD SIDHIQMIYA PATEL, 4) SMT. RAJIYA ASLAM PATEL, 5) MR. AKRAM IBRAHIM PATEL, 6) MR. ANIS IBRAHIM PATEL, 7) SMT. SHAMA AHMADALI PATEL, 8) SMT. SHAHNAZ RAFIQ PATEL & 9) SMT. RUKHSANA MUSHTAQ PATEL** and Tripartite Agreement dated 24.01.2013, executed between **1) CIDCO LTD., 2) MR. MUSHTAQ AHMAD SIDHIQMIYA PATEL & 8 OTHERS** and **3) M/s. ONE BUILDCON** through its Partners **1) MR. HIMANSHU SHARMA, 2) MR. VARUN BANKA & 3) MR. AMIT BANKA** as mentioned above and the rules & Regulations, if any, made by 'THE CORPORATION', and or the Government of Maharashtra, NMMC and/or other Authority governing the said transaction.
36. AND this Agreement shall be subject to the provisions contained in the RERA (Real Estate Regulation Act) and the any amendment for the time being in force.
37. WHEREAS the name of the building to be constructed for the members of the Co-operative Housing Society shall be "AZURE" and shall not be changed without the written permission of the DEVELOPERS.

SCHEDULE OF PLOT

All that piece or parcel of land bearing Plot No.11, under 12.5% Gaothan Expansion Scheme, at Sector- 8, Taloja, Navi Mumbai, Tal. Panvel & Dist. Raigad, containing by admeasurement 1079.95 Sq. Mtrs., or thereabouts and bounded as follows:-

On or towards the North by :	Plot No.10
On or towards the South by :	Future Development
On or towards the East by :	10.00 M. wide tree belt
On or towards the West by :	15.00 M. Wide Road

SCHEDULE OF THE ABOVE REFERRED PROPERTY

Flat No. **1702**, on the **17th** Floor, admeasuring about **35.538** Sq. Mtrs. Carpet Area as per RERA & **22.779** sq. mtrs additional carpet area for Exclusive Use & Occupation free of any additional cost, in the building known as '**AZURE**', standing at Plot No. 11, at Sector- 8, Taloja (GES), Navi Mumbai, Pin Code - 410 208, Tal. Panvel & Dist. Raigad, (Building : Ground + **21** Floors).

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 withinnamed 'THE DEVELOPERS')
M/s. ONE BUILDCON)
Through its Partners)

1) MR. HIMANSHU SHARMA)
)
)
2) MR. VARUN BANKA &)
)
)
3) MR. AMIT BANKA)

in the presence of)
1.)
2.)
)

SIGNED, SEALED AND DELIVERED)
by the withinnamed 'PURCHASER/S')

1) Mrs. SHWETA KESHAV WADKAR)

in the presence of)
1.)
2.)

RECEIPT

RECEIVED the sum of **Rs. 17,05,000/- (Rupees Seventeen Lakhs Five Thousand Only)**, Cheque Number **000001, RTGS & IMPS**, dated **31/08/2026 & 23/09/2026**, drawn on **HDFC Bank & ICICI Bank**, from **Mrs. SHWETA KESHAV WADKAR**, the PURCHASER/S being the PART and ADVANCE payment in respect of Flat No **1702** on **17th** Floor, --- Wing, in the building to be known as **"AZURE"** standing at Plot No.11, at Sector- 8, Taloja (GES), Navi Mumbai, Pin Code - 410 208, Tal. Panvel & Dist. Raigad, as agreed under these presents.

WE SAY RECEIVED

M/s. ONE BUILDCON

through its Partners

1) MR. HIMANSHU SHARMA

2) MR. VARUN BANKA &

3) MR. AMIT BANKA

(DEVELOPERS)

This receipt is subject to realization of Cheques and on issuing this receipt all previous provisional receipt shall stand cancelled.

WITNESSES :

1. _____

2. _____