

Ref. No.

Date :

**DRAFT ALLOTMENT LETTER**

To,

Mr. \_\_\_\_\_

Add. : \_\_\_\_\_

\_\_\_\_\_

Sub : Allotment of residential Apartment bearing No. \_\_\_\_\_ on \_\_\_\_\_ floor admeasuring \_\_\_\_\_ Sq. Ft. Carpet equivalent to \_\_\_\_\_ sq. mt. Carpet Area and the Exclusive Areas of \_\_\_\_\_ square meters aggregating to Total Area of \_\_\_\_\_ square meters (hereinafter referred to as the 'said Apartment') being constructed on the property being all those pieces or parcels of land bearing Survey No.112, Hissa No.1B, 2A, 3 to 12, 13A and 14 totally admeasuring 26,089 sq. mtrs. situate, lying and being at village Majiwade, Tal. & Dist. Thane, in the Registration and Sub-Registration District Thane, within the local limits of Municipal Corporation of the City of Thane. Corporation (hereinafter referred to as 'the said property')

Dear Sir/Madam,

1. We are the owners of the said property.
2. We have obtained the sanctioned plans from time to time in respect of the said property from the Municipal Corporation of the city of Thane
  - A) Permit V.P.No.2005/73/TMC/TDD/285 dated 26/07/2007
  - B) Commencement Certificate bearing No.3699 vide V.P. No.2005/73/TMC/TDD/584 dated 22/11/2007
  - C) Permit No.VP 2005/73/TMC/TDDP/TPS/72 dated 07/05/2008.
  - D) Amended permission – Cum – Commencement Certificate vide V.P. No.2005/73/TMC/TD-DP/122 dated 04/06/2009
  - E) Amended permission – Cum – Commencement Certificate vide V.P. No.2005/73/TMC/TD-DP/555 dated 04/12/2009

F) Revised/amended plans vide V.P.No.2005/73/TMC/TDD/23 dated 13/04/2010.

G) Amended Sanction Cum Commencement Certificate bearing V.P.No.2005/73/TMC/TDD/225 dated 12/12/2013.

H) Amended/revised plans vide amended Sanction Cum Commencement Certificate bearing (old V.P.No.2005/73) NEW VP No.S05/0080/14/TMC/TDD/1282/14 dated 21/11/2014.

I) Amended/revised plans vide amended Sanction Cum Commencement Certificate bearing (old V.P.No.2005/73) New V.P. No.S05/0080/14//TMC/TDD/2075/17 dated 01/03/2017.

3. We intend to put up phase wise construction on the said property and are constructing the buildings thereon by phases. In the First Phase, we have completed construction of and obtained Occupation Certificate in respect of six buildings viz. Building No.A, B, C, C1, D & E popularly known as 'PICCADILLY', 'EDGWARE', 'MY SHOP', 'MAYFAIR', 'STANMORE' & 'RICHMOND' on the said property according to the sanctioned plans. In Second Phase, we have completed construction of and also obtained occupation certificate in respect of Building No. 'F', popularly known as "OXFORD" and are entitled, in pursuance of amended Sanction Cum Commencement Certificate to construct three buildings viz. Building No.'G', 'H' & 'I' comprising of Stilt plus 14 or more upper floors on the said Property, however, we intend to construct Building Nos. "G" & "H" only, both comprising of Stilt + 30 upper floors instead of Building Nos. "G", "H" & "I" upon the said property in accordance with the amended plans that shall be sanctioned by the Corporation and accordingly, we have submitted revised plans in respect thereof to the Corporation for its approval and sanction and the same is awaited.

4. We are entitled, in pursuance of the Environment Certificate, to construct the aforementioned Building Nos."G" & "H" consisting of Stilt + 14 upper floors. However, we intend to obtain further Environment Certificate in order to enable it to construct the aforementioned Building Nos. "G" & "H" upto 30<sup>th</sup> Upper floors.

5. We hereby put on record that we hereby agree to sell to you on ownership basis Apartment bearing No. \_\_\_\_\_ on \_\_\_\_\_ floor of Building No. "\_\_\_\_" Type to be known as "\_\_\_\_" (hereinafter referred to as 'the said Building') of "SHIV SAI PARADISE" having carpet area admeasuring \_\_\_\_\_ square meter equivalent to \_\_\_\_\_ sq. ft. as per RERA (in addition enclosed balcony area \_\_\_\_\_ sq. mtr equivalent to \_\_\_\_\_ sq. ft. ) (hereinafter referred to as "the said Apartment") as shown on the floor plan hereto annexed and marked as Annexure '\_\_\_\_' for the consideration of Rs. .... including Rs. .... 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 which are more particularly described in the \_\_\_\_\_ Schedule annexed herewith. We also hereby agree to sell to you one parking space being garage/covered parking space bearing No. \_\_\_\_\_ situated in Building No \_\_\_\_\_ stilt and /or \_\_\_\_\_ podium being constructed in the layout for the consideration of Rs. \_\_\_\_\_/-.

The aggregate consideration amount for the said Apartment/Shop including parking spaces is thus Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only). The Total Price above excludes Taxes (consisting of tax paid or payable by us by way of Value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by us up to the date of handing over the possession of the said Apartment/Shop.

6. (A) You have paid to us a sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (not exceeding 10% of the total consideration) as advance payment or application fee and you shall pay to us the balance amount of Rs ..... (Rupees ..... ) in the following manner :-

- i. Amount of Rs...../-(.....) (20% of the total consideration) to be paid to the Promoter after the execution of Agreement
- ii. Amount of Rs...../-(.....) (15% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.
- iii. Amount of Rs...../-(.....) (25% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located, and further subdivided in installments as under.
- iv. Amount of Rs...../-(.....) (5% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- v. Amount of Rs...../-(.....) (5% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift, wells, lobbies upto the floor level of the said Apartment.
- vi. Amount of Rs...../-(.....) (5% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.
- vii. Amount of Rs...../-(.....) (10% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.
- viii. Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

Time in respect of the said payments or instalments and in respect of all amounts payable under these presents by you to us is of the essence of the contract.

(B) You shall on or before delivery of possession of the said premises keep deposited with us the following amounts :-

- (i) Rs. .... plus applicable taxes for share money, application

- entrance fee of the Society or Limited Company.
- (ii) Rs. .... for formation and registration of the Society or Limited Company.
  - (iii) Rs. ....for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company.
  - (iv) Rs..... plus applicable taxes as possession charges for layout infrastructure development

You shall also be liable to pay before taking possession, the deposit for the payment of property taxes and water charges for the period of 12 months. The maintenance charges mentioned herein above is excluding the amount of property taxes and water charges.

You are aware that you have to deduct the applicable Tax Deduction at Source (TDS) at the time of making of actual payment or credit of such sum to us, whichever is earlier as per section 194IA of the Income Tax Act, 1961.

7. You shall not have any right or authority to assign or transfer the right under this letter, to any other person without our consent in writing.

8. This letter does not give any right either in respect the said premises and this is restricted only to an acknowledgement of your advance money for your proposal to purchase the said premises.

9. All taxes as may be applicable and levied on the present transaction including VAT, GST, Service Tax, LBT, TDS or any other taxes in respect of the said premises shall also be borne and paid by you.

#### 10. Legal Compliances

10.1 The Agreement for Sale of the said Apartment has shown to you and you will execute the same immediately on payment of ten per cent of the total consideration of the said Apartment. You shall also bear and pay appropriate stamp duty, registration charges, GST, VAT, LBT and other cess as may be applicable.

10.2 You should utilize the Apartment for the purpose for which it is allotted.

10.3 You should submit copies of a PAN, Residence Proof and/or Certificate of Incorporation /MOA/AOA as the case may be along with payments stipulated at Point (1 or 2) above.

10.4 The allotment will be confirmed in your favour through a Registration of the Agreement for Sale in your favour only after fulfilment of the terms and conditions set-forth herein.

#### 11. General terms and conditions

11.1 All payments against this allotment shall be made by way of a crossed demand draft drawn in favour of \_\_\_\_\_.

11.2 If payment as stipulated hereinabove is not made or if you fail to enter into Agreement for Sale after making payment of ten percent of total consideration of the said Apartment within

a period of \_\_\_ days from the date of such payment, then this allotment letter shall stand cancelled and the EMD paid shall remain forfeited.

11.3 This letter is passed confirming the above arrangement. We have also shown the sanctioned layout plan alongwith all approvals, permission, orders in respect of the said building and project to you and you have satisfied about the same. The above price is subject to escalation in cost of building materials. Stamp Duty, Registration Charges, GST, VAT, LBT, Service charges, Cess, etc., if levied, shall be borne by you.

11.4 We confirm that we have not agreed to sell the said premises to anybody else nor created any encumbrance on the said premises and the title thereof is clear and marketable.

11.5 This Allotment shall be subject to Thane Jurisdiction Only.

12. The Possession of the said Apartment will be handed over to you on or before \_\_\_\_\_ provided the we have received the full purchase price of the said Apartment and other amounts payable to us, as per this allotment letter and agreement for Sale to be executed with you and provided the construction of the said Building is not delayed on account of (i) war, civil commotion or act of God & (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court or changes in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development of the project.

Yours faithfully

For BHARAT AGRI FERT & REALTY LIMITED

DIRECTOR/PROMOTERS

I/We hereby agree, accept ant confirm.

Allottee/s

## DRAFT AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at Thane this            day of  
in the Christian year Two Thousand            between BHARAT AGRI FERT & REALTY  
LIMITED (Formerly known as “BHARAT FERTILISER INDUSTRIES LIMITED”), a  
Public Limited Company registered and incorporated under the Companies Act, 1956 and  
having its registered office at 301, Hubtown Solaris, N.S Phadke Marg, Andheri East,  
Mumbai 400069 hereinafter referred to as ‘the PROMOTERS’ (which expression shall  
unless it be repugnant to the context or meaning thereof be deemed to mean and include  
its successor or successors and assigns) of the One Part AND

having address at

hereinafter referred to as  
‘the ALLOTTEE’ (which expression shall unless it be repugnant to the context or  
meaning thereof, be deemed to mean and include in the case of an individual/s  
his/her/their respective heirs, executors, administrators and permitted assigns and in the  
case of a Partnership Firm the partners for the time being constituting the firm and the  
survivors or survivor of them and the heirs, executors and administrators of the last  
survivor of them and their/his/her permitted assigns and in the case of a body corporate  
its successors and assigns) of the Other Part :

In this Agreement, unless the context otherwise implies the expression defined  
hereunder shall have the respective meanings assigned to them.

- i. The singular wherever used shall include plural and vice-versa.
- ii. The masculine gender used herein shall include feminine and/or neutral gender  
wherever applicable.

WHEREAS by & under the Indenture of Conveyance dated 24/04/1963 registered  
under Sr. No.404 made and entered into Sushilabai Vishwanath Deshmukh therein  
referred to as the Vendor of the first part, 1) Shri Tukaram Vithu Lambe and 2) Shri  
Motiram Shanivar Patil therein referred to as the Confirming Party of the second part and  
the Promoters (then known as “Bharat Fertiliser Industries Ltd.”) therein referred to as  
the Purchasers of the third part, the Vendors therein with the knowledge and consent of  
the Confirming Party therein sold, transferred & conveyed to the Purchasers therein the  
land bearing Survey No.112, Hissa No.5 admeasuring 1 Acre and 14 Gunthas situate at  
Village Majiwade, Taluka & District Thane at or for the consideration and upon the terms  
and conditions contained therein.

AND WHEREAS by & under the Indenture of Conveyance dated 24/04/1963  
registered under Sr. No.401 made and entered into Shri Gopal Fakir Tondwalkar therein  
referred to as the Vendor of the first part, 1) Shri Tukaram Vithu Lambe and 2) Shri

Motiram Shanivar Patil therein referred to as the Confirming Party of the second part and the Promoters therein referred to as the Purchasers of the third part, the Vendors therein with the knowledge and consent of the Confirming Party therein sold, transferred & conveyed to the Purchasers therein the land bearing Survey No.112, Hissa No.13 admeasuring 2 Acre and 12-1/2 Gunthas situate at Village Majiwade, Taluka & District Thane at or for the consideration and upon the terms and conditions contained therein.

AND WHEREAS by & under the Indenture of Conveyance dated 07/08/1967 registered under Sr. No.739 made and entered into between 1) Shri Dawood Abdul Sheikh and 2) Shri Kasam Abdul Sheikh therein referred to as the Vendors of the one part and the Promoters therein referred to as the Purchasers of the other part, the Vendors therein sold, transferred & conveyed to the Purchasers therein the land bearing Survey No.112, Hissa No.4 admeasuring 0 Acre and 1-1/4 Gunthas i.e. 151 sq. yds. situate at Village Majiwade, Taluka & District Thane at or for the consideration and upon the terms and conditions contained therein.

AND WHEREAS by & under the Indenture of Conveyance dated 07/08/1967 registered under Sr. No.736 made and entered into between 1) Smt. Sagunabai Shinu Vaity and 2) Shri Hira Rama Patil therein referred to as the Vendors of the one part and the Promoters therein referred to as the Purchasers of the other part, the Vendors therein sold, transferred & conveyed to the Purchasers therein the land bearing Survey No.112, Hissa No.7 admeasuring 0 Acre and 3-1/4 Gunthas i.e. 393 sq. yds. situate at Village Majiwade, Taluka & District Thane at or for the consideration and upon the terms and conditions contained therein.

AND WHEREAS by & under the Indenture of Conveyance dated 07/08/1967 registered under Sr. No.737 made and entered into between 1) Smt. Kashibai Kashinath Patil Mulundkar and 2) Smt. Anandibai Devji Patil Mulundkar therein referred to as the Vendors of the one part and the Promoters therein referred to as the Purchasers of the other part, the Vendors therein sold, transferred & conveyed to the Purchasers therein the land bearing Survey No.112, Hissa No.11 admeasuring 0 Acre and 20-1/4 Gunthas i.e. 2,450 sq. yds situate at Village Majiwade, Taluka & District Thane at or for the consideration and upon the terms and conditions contained therein.

AND WHEREAS by & under the Indenture of Conveyance dated 02/11/1967 registered under Sr. No.1034 made and entered into between Shri Devji Dama Patil Mulundkar therein referred to as the Vendor of the one part and the Promoters therein referred to as the Purchasers of the other part, the Vendor therein sold, transferred & conveyed to the Purchasers therein the land bearing Survey No.112, Hissa No.8 admeasuring 0 Acre and 8-1/2 Gunthas i.e. 1,028 sq. yds. situate at Village Majiwade, Taluka & District Thane at or for the consideration and upon the terms and conditions contained therein.

AND WHEREAS by & under the Indenture of Conveyance dated 08/11/1967 registered under Sr. No.1040 made and entered into between 1) Shri Abdul Kadar Mohemad Ibrahim Bape, 2) Shri Mohamad Hussein Usman Ravi, 3) Shri Mohamad

Yunus Gulamsaheb Mahimi, 4) Shri Mehmoodmiya Abdul Kadar Faki, 5) Shri Abdul Hameed Mohamad Ismail Ghawte, 6) Shri Alisaheb Mohamed Ali Mahimi, 7) Shri Mohamad Haneef Mohamad Husein, 8) Shri Mahamad Kasam Abdul Rahim Mulla and 9) Shri Hassanmiya Shaik Usman, the then Trustees of the Mominpura Jumma Masjid Trust, duly registered under Bombay Public Trusts Act, 1950, therein referred to as the Vendors of the one part and the Promoters therein referred to as the Purchasers of the other part, the Vendors therein sold, transferred & conveyed to the Purchasers therein the land bearing Survey No.112, Hissa No.2 admeasuring 0 Acre and 5.8 Gunthas and Survey No.112, Hissa No.3 admeasuring 0 Acre and 20.4 Gunthas situate at Village Majiwade, Taluka & District Thane at or for the consideration and upon the terms and conditions contained therein.

AND WHEREAS by & under Deed of Exchange dated 30/08/1972 registered under Sr. No.4748 on 30/08/1972 made and entered into between Chougule And Company (Hind) Private Limited therein referred to as the Chougule of the one part and the Promoters therein referred to as the Bharat Fertilizer of the other part, the Chougule therein sold, transferred & conveyed to the Bharat Fertiliser therein the land bearing Survey No.112, Hissa Nos.1(P), 6, 9, 10, 12 and 14 total admeasuring 0 A 48.6-1/4 Gunthas i.e. 4,895.97 sq. mtrs. and in exchange thereof the Bharat Fertiliser therein sold, transferred and conveyed the land bearing Survey No.111, Hissa Nos.9, 10 & 11 and Survey No.112, Hissa Nos.2 less the area admeasuring 2 Gunthas 13-3/4 Annas adjusted from Survey No.112/2(P) & Survey No.111 Hissa No.10(P) total admeasuring 0 A 48.6-1/4 Gunthas i.e. 4,895.97 sq. mtrs. situate at Village Majiwade, Taluka & District Thane upon the terms and conditions contained therein.

AND WHEREAS the said lands bearing Survey No.112, Hissa Nos.5, 13, 4, 7, 11, 8, 2, 3, 1(P), 6, 9, 10, 12 & 14 more particularly described in the Schedule hereunder written (admeasuring 26,089 sq. mtrs. in the aggregate as per the aforesaid Indentures of Conveyance) are adjoining and contiguous to each other and are shown on the layout plan thereof hereto annexed and marked as Annexure 'A' and are hereinafter collectively referred to as 'the said property'. The aggregate area of the said property as per the 7/12 Extracts is 26,083 sq. mtrs.

AND WHEREAS the Promoters were running its factory on the said property. In or about the year 1987, the Promoters closed down its Thane Factory and upon obtaining NOC dated 21/09/1987, the Promoters shifted its Thane Factory to Village Kharivali, Taluka Wada, District Thane.

AND WHEREAS since the Promoters are desirous of developing the said property, the Promoters have obtained requisite NOC dated 28/06/2005 from the Dy. Commissioner of Labour, Thane & NOC dated 23/02/2006 from Commissioner of Labour, Maharashtra State, Mumbai for the development of the said property.

AND WHEREAS by Order bearing No.ULC/TA/TE. NO.1/MAJIWADE/SR-352 dated 05/05/2005, passed by the Addl. Collector and Competent Authority, Thane Urban Agglomeration, the Competent Authority under Section 8(4) of the Urban Land (Ceiling

& Regulation) Act, 1976 (hereinafter referred to as 'the Ceiling Act') declared that the Promoters do not hold any surplus vacant land. An authenticated copy whereof is annexed hereto and marked as Annexure 'B'.

AND WHEREAS by Letter of Intent bearing No.ULC/TA/Sec.22/S.R.384 dated 07/05/2005 read with Order dated 29/08/2006 & 25/05/2007, the Addl. Collector & Competent Authority, Thane Urban Agglomeration, under Section 22 of the Ceiling Act, granted permission for redevelopment the said property by demolishing the structures subject to the terms and conditions therein contained.

AND WHEREAS a Special Resolution was passed in the meeting held on 29/09/2005 for alteration of the provisions of Memorandum of Association with respect to the objects of the Promoters and accordingly, necessary changes were made and copy of the said resolution together with the altered Memorandum of Association was filed in the Registrar of Companies.

AND WHEREAS Ministry of Environment and Forests (I.A. Division), Government of India, vide their letter date 17/05/2007 has granted necessary Environmental Clearance for the project to be undertaken by the Promoters on the said property subject to the compliance with the specific and general conditions contained therein. An authenticated copy whereof is annexed hereto and marked as Annexure 'C'.

AND WHEREAS the Promoters through its Architects prepared building plans of the said property and submitted the building plans to the Municipal Corporation of the city of Thane (hereinafter referred to as 'the Corporation') in respect of the said property and the same were sanctioned by the Corporation under the Permit V.P.No.2005/73/TMC/TDD/285 dated 26/07/2007 subject to the terms and conditions contained therein. An authenticated Copy whereof is annexed hereto and marked as Annexure 'D1';

AND WHEREAS a portion admeasuring 2508.21 sq. mtrs. out of the said property has been affected by D.P. Road and a portion admeasuring 4359.88 sq. mtrs. out of the said property has been affected by "Amenity Open Space" (hereinafter referred to as 'the said Area') and the same has been surrendered by the Promoters to the Corporation and the Promoters have executed a Declaration cum Indemnity Bond dated 13/11/2007 in respect thereof and the same is registered with the Sub Registrar of Assurances at Thane under Serial No.8369/2007;

AND WHEREAS by Order No.Revenue/K-1/T.1/NAP/SR-178/2007 dated 14/11/2007, the Collector of Thane granted permission for Non-agricultural use in respect of the said property subject to the terms and conditions therein contained. An authenticated copy whereof is annexed hereto and marked as Annexure 'E'.

AND WHEREAS the Competent Authority, by his Formal Order bearing No.ULC/TA/Sec-22/S.R.384 dated 19/11/2007 granted re-development permission u/s.22

of the Ceiling Act to the Promoters subject to the terms and conditions therein contained. An authenticated copy whereof is annexed and marked as Annexure 'F'.

AND WHEREAS the Commencement Certificate bearing No.3699 vide V.P. No.2005/73/TMC/TDD/584 dated 22/11/2007 in respect of the said property has also been granted by the Corporation. An authenticated Copy whereof is annexed hereto and marked as Annexure 'G'.

AND WHEREAS the Promoters submitted revised plans to the Corporation in respect of the said property and the same has been sanctioned by the Corporation vide Permit No.VP 2005/73/TMC/TDDP/TPS/72 dated 07/05/2008. An authenticated copy whereof is annexed hereto and marked as Annexure "D2".

AND WHEREAS subsequently, the Promoters submitted amended plans to the Corporation for approval and the same were approved by the Corporation and the Corporation also issued Amended permission – Cum – Commencement Certificate vide V.P. No.2005/73/TMC/TD-DP/122 dated 04/06/2009 in favour of the Promoters. An authenticated copy whereof is annexed hereto and marked as Annexure 'D3'. The Promoters further submitted amended plans to the Corporation for approval and the same were approved by the Corporation and the Corporation also issued Amended permission – Cum – Commencement Certificate vide V.P. No.2005/73/TMC/TD-DP/555 dated 04/12/2009 in favour of the Promoters. An authenticated copy whereof is annexed hereto and marked as Annexure 'D4'. According to the revised plans, the Promoters commenced the construction of two buildings viz. 'D' Type & 'E' Type named as "STANMORE" & "RICHMOND" comprising of Stilt plus 21 upper floors and Stilt plus 13 upper floors respectively.

AND WHEREAS in the premises aforesaid and in pursuance of the above cited, Orders and permissions, the Promoters are entitled to develop the said property by constructing a exclusive complex thereon to be known as "SHIV-SAI PARADISE" in accordance with the amended plans sanctioned and amended plans to be sanctioned from time to time by the Corporation and have also sole and exclusive right to sell the flats and premises in the buildings to be/being constructed on the said property and to enter into agreement/s with the Allottee and to receive the sale price in respect thereof.

AND WHEREAS the Promoters intend to put up phase wise construction on the said property and will construct the buildings thereon by phases as the development of the said property is bound to be spread over several years. In the First Phase, the Promoters have completed construction of six buildings viz. Building No.A, B, C, C1, D & E, on the portion shown on the plan annexed hereto & marked as Annexure 'K' by crossed line and bounded by a thick line according to the sanctioned plans. The portion shown by red lines on the plan annexed as Annexure 'A' is the Second Phase of development wherein the Promoters have commenced and completed the construction of Building No.'F' and further intend to construct three buildings viz. Building No.'G', 'H' & 'I' and the portion shown by Zebra lines on the plan annexed as Annexure 'A' and

marked by the words “future development/third phase” is the further phase of development. The Development of the said property would include construction by Promoters of internal feeder roads, recreational facilities (including a club house), Recreation Ground, substation, other necessary infrastructure such as storm water pipes, drains, common central UG Tank/s, septic tanks from different building/s or group of buildings.

AND WHEREAS the Promoters are constructing 10 or more buildings on the said property to be known as ‘SHIV-SAI PARADISE COMPLEX’. The buildings to be known as, ‘PICCADILLY’, ‘EDGWARE’, ‘MY SHOP’, ‘MAYFAIR’, ‘STANMORE’ & ‘RICHMOND’ have been constructed on the said property and the Occupation Certificate has already been obtained in respect of the said six buildings. During the construction of the aforesaid two buildings viz. “D” type and “E” type named as “STANMORE” & “RICHMOND”, the Promoters have submitted revised/amended plans to the said Corporation for approval and the same has been approved by the said Corporation vide V.P.No.2005/73/TMC/TDD/23 dated 13/04/2010. An authenticated copy whereof is annexed hereto and marked as Annexure “D5”. The Promoters have further submitted amended/revised plans to the Corporation and the same has been approved by the said Corporation vide amended Sanction Cum Commencement Certificate bearing V.P.No.2005/73/TMC/TDD/225 dated 12/12/2013. An authenticated copy whereof is annexed hereto and marked as Annexure “D6”. As per the revised plans, the Promoters were entitled to construct building No. “F” , to be known as ‘OXFORD’ comprising of stilt + 10 upper floors more particularly shown on the plan thereof hereto annexed and marked as annexure ‘A’ by — colour boundary lines. As per the revised plans, the Promoters are also entitled to construct building No. “G” comprising of Stilt + 1<sup>st</sup> Floor and Building No. ”H” comprising of Stilt 2<sup>nd</sup> Upper floors only. Thereafter, the Promoters further intended to construct three buildings each comprising of Stilt plus 14 or more upper floors viz. “G” type, “H” type and “I” type buildings on the said property. However, thereafter, the said Company is desirous of constructing only “G” type and “H” type buildings only but both comprising of Stilt + 30 upper floors upon the said property.

AND WHEREAS by and under an Amenity Space Agreement dated 26/04/2010 (hereinafter referred to as ‘the said Amenity Agreement’) made and entered into between the Municipal Corporation of City of Thane, therein referred to as the Corporation of the one part and the Promoters herein therein referred to as the Owners of the other part, the Corporation therein agreed to grant to the Owners therein further development rights in the form of FSI/DR/TDR equivalent to 100% of the constructed structure on the said area more particularly described in the Schedule thereunder written in consideration of the Owners constructing the proposed structure for civic amenities on the said area upon the terms and conditions contained therein. The said Amenity Agreement is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.3622/2010 on 27/04/2010.

AND WHEREAS by virtue of the said Amenity Agreement, the Promoters are entitled to utilise and consume TDR equivalent to 4446.02 sq. mtrs. upon the said property.

AND WHEREAS upon obtaining TDR, the Promoters further submitted amended/revised plans to the Corporation by consuming TDR in the form of DRC bearing No.209 and the same were approved by the said Corporation vide amended Sanction Cum Commencement Certificate bearing (old V.P.No.\_ /73) NEW VP No.S05/0080/14/TMC/TDD/1282/14 dated 21/11/2014. An authenticated copy whereof is annexed hereto and marked as Annexure `D7'. As per the revised plans the Promoters became entitled to construct building No. "F" , to be known as 'OXFORD' comprising of stilt + 14 upper floors which is subject matter of these presents (hereinafter referred to as 'the said building') and Building No."H" & "I" comprising of Stilt + 1 upper floor only on the said property.

AND WHEREAS the Promoters entered into a standard agreement with Architect Prakash Nivate & Associates and the said agreement is as per the format prescribed by the Council of Architect. The Promoters also appointed M/s. Epicon Consultants Pvt. Ltd. as RCC specialist and Structural Engineer for preparation of the structural designs and drawings of the said buildings on the Promoters accepting the professional supervision of the Architect and the Structural Engineers till the completion of the said buildings.

AND WHEREAS a Resolution was passed in the meeting held on 24/07/2012 for change of name of the Promoters and accordingly, necessary applications alongwith the copy of the said resolution were filed in the Registrar of Companies and requisite procedures in respect thereof were complied with.

AND WHEREAS in pursuance of the above, Government of India – Ministry of Corporate Affairs, through the Registrar of Companies, Maharashtra, Mumbai, issued a fresh Certificate of Incorporation consequent upon change of name dated 31/07/2012 and since then the Promoters are known as and have been carrying on business under the name and style of "BHARAT AGRI FERT & REALTY LIMITED". However, the effect thereof is yet to be mutated in the revenue extracts pertaining to the said property.

AND WHEREAS by Order bearing No.SEAC 2012/CR-288/TC-2, dated 17/05/2013, the Environment Department of Govt. of Maharashtra granted Environment Clearance Certificate to the Promoters in respect of the development activities carried out upon the said property upon the terms and conditions therein mentioned (hereinafter referred to as 'the said Environment Certificate'). An authenticated copy whereof is annexed hereto and marked as Annexure 'H'.

AND WHEREAS by Order bearing EIC No.TN-4805-13 Infrastructure Project/Orange/LSI, Consent No.MPCB/ROHQ/Thane/CE/CC/153 dated 06/01/2014, the Maharashtra Pollution Control Board granted its consent to the Promoters to establish under Sec.25 of the Water (Prevention & Control of Pollution) Act, 1974 & under Sec.21 of the Air (Prevention & Control of Pollution) Act, 1981 and Authorisation/Renewal of Authorisation under Rule 5 of the Hazardous Wastes (Management, Handling & Transboundry Movement) Rules 2008 in respect of the development of the said property

upon the terms and conditions therein mentioned. An authenticated copy whereof is annexed hereto and marked as Annexure 'I'.

AND WHEREAS the Promoters have filed Spl. Civil Suit bearing No.98/2014 in the Hon'ble court of Civil Judge (S.D.) Thane at Thane against the Society formed of Building No.A & B i.e. M/s. Shiv Sai Piccadilly & Edgware Co-operative Housing Society Ltd. & others for recovery of outstanding maintenance, Declaration as well as an application for temporary injunction under O.39, R.1 & 2 read with Sec.151 of C.P.C.

AND WHEREAS the Hon'ble 8<sup>th</sup> Jt. Civil Judge (S.D.), Thane, vide his Order dated 06/10/2016 was pleased to reject the application for temporary injunction (hereinafter referred to as 'the impugned second order'). Being aggrieved by the impugned second order, the Promoters have filed Misc.Civil Appeal No.244/2016 against the same in the Hon'ble Court of the District Judge, Thane at Thane and the same is pending.

AND WHEREAS it was noticed by the Promoters that the revenue extracts pertaining to lands bearing Survey No.112, Hissa No.2A, 3, 4, 5, 7, 8, 11, 13A out of the said property inadvertently and erroneously reflected the property to be class-II property against which, the Promoters initiated requisite proceedings being RTS Appeal No.00273/2016 before the office of Sub-Divisional Officer, Thane Division, Thane (hereinafter referred to as 'the said SDO') and in pursuance of the Order passed by the said SDO in the said matter on 22/11/2016, the "Class – II" entries reflected in the revenue extracts pertaining to hereinabove referred property as well as the entry of M.E. No.2711 reflected in the revenue records of the remaining properties of the said property also came to be cancelled and the effect thereof is duly recorded in M.E. No.3164 pertaining to the said property.

AND WHEREAS the Promoters have completed construction of the said Building "F" comprising of Ground/Stilt + 14 upper floors as per the sanctioned plans and have obtained Occupation Certificate bearing No. V.P.No.S05/0080/14 TMC/TDD/OCC/0326/17 dated 17/02/2017 in respect thereof. An authenticated copy whereof is annexed hereto and marked as Annexure 'J'.

AND WHEREAS the Promoters have further submitted amended/revised plans to the Corporation and the same has been approved by the said Corporation vide amended Sanction Cum Commencement Certificate bearing (old V.P.No.2005/73) New V.P. No.S05/0080/14//TMC/TDD/2075/17 dated 01/03/2017. As per the revised plans, the Promoters are entitled to construct building No."G", to be known as ' ', comprising of stilt + 1<sup>st</sup> to 14<sup>th</sup> upper floors, building No."H", to be known as ' ', comprising of stilt + 1<sup>st</sup> to 14<sup>th</sup> upper floors and building No."I", to be known as ' ' comprising of stilt + 1<sup>st</sup> to 8<sup>th</sup> upper floors. An authenticated copy whereof is annexed hereto and marked as Annexure 'D8'.

AND WHEREAS the Promoters have informed the Allottee that the Promoters, however intend to construct Building Nos. "G" & "H" only, both comprising of Stilt + 30 upper floors instead of Building Nos. "G", "H" & "I" upon the said property in accordance with the amended plans that shall be sanctioned by the Corporation and accordingly, the

Promoters have submitted revised plans in respect thereof to the Corporation for its approval and sanction and the same is awaited.

AND WHEREAS the Promoters have further represented that presently, they are entitled, in pursuance of the said Environment Certificate, to construct the aforementioned Building Nos. "G" & "H" consisting of Stilt + 14 upper floors. However, the Promoters intend to obtain further Environment Certificate in order to enable it to construct the aforementioned Building Nos. "G" & "H" upto 30<sup>th</sup> Upper floors.

AND WHEREAS by virtue of the aforesaid Deed of Conveyances & Deed of Exchange, the Promoters have sole and exclusive right to sell the Apartments in the said buildings to be/being constructed by the Promoters of the said property and to enter into Agreement/s with the allottee/s of the Apartments, to receive the sale consideration in respect thereof.

AND WHEREAS the Promoter are in possession of the said property.

AND WHEREAS the Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") with Real Estate Regulatory Authority at \_\_\_\_\_ No. \_\_\_\_\_, authenticated copy is attached as Annexure \_\_\_;

AND WHEREAS on demand from the Allottee, the Promoters have given inspection to the Allottee of all the documents of title relating to the said property, building plans, designs and specifications prepared by the Architects, Prakash Nivate & Associates, 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 made thereunder.

AND WHEREAS an authenticated copies of the Certificate of Title issued by the Advocate of the Promoters, copies of 7/12 Extracts showing the nature of the title of the Promoters to the said property and copies of the floor plans and specifications of the apartment agreed to be purchased by the Allottee have been annexed hereto and marked as Annexure `K' & `L' respectively. The Allottee hereafter shall not be entitled to make any requisition or call for any further documents of title of the said property and Promoters' right of development.

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 A-1.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoters and according to which the construction of the buildings and open spaces are proposed in future development to be provided for on the said project have been annexed hereto and marked as Annexure A-2,

AND WHEREAS the authenticated copies of plans and specifications of the apartments agreed to be purchased by the Allottee as sanctioned and approved by the local authority have been annexed and marked as Annexure “ ” & “ “ respectively;

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 said property and the said building/s 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 Allottee has applied to the Promoters for allotment of Apartment bearing No. \_\_\_\_\_ on \_\_\_\_\_ floor situated in Building No.\_\_\_\_ to be known as \_\_\_\_\_ (hereinafter referred to as `the said Building') of “SHIV SAI PARADISE” (hereinafter referred to as `the said Apartment') being constructed in the III phase of the said Project.

AND WHEREAS the carpet area of the said Apartment is \_\_\_\_\_ square meter and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

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

AND WHEREAS prior to the execution of these presents the Allottee has paid to the Promoters a sum of Rs..... (Rupees ..... ) only, being part payment of the sale consideration of the said Apartment agreed to be sold by the Promoters to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoters doth hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoters the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS under Sec.13 of the Act, the Promoters are required to execute a written agreement for sale of the said Apartment to the Allottee being in fact these presents and also to register the said agreement for sale 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 hereby agrees to purchase the said Apartment and/or the garage/covered parking (if applicable) at or for the consideration and on ownership basis in the manner appearing hereinafter.

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

1. The Promoters have constructed six buildings viz. Building No.A, B, C, C1, D and E , to be known as 'PICCADAILY', 'EDGWARE', 'MY SHOP', 'MAYFAIR', 'STANMORE' and 'RICHMOND' respectively, as per the sanctioned plans and have obtained Occupation Certificates in respect thereof, in the First Phase of the Project to be known as "SHIV SAI PARADISE". In the second phase, the Promoters have completed construction of Building No. "F" type to be known as "OXFORD" comprising of Stilt + 14 upper floors (hereinafter referred to as "the said Building") as per the sanctioned plans and have obtained Occupation Certificate bearing No. bearing no. V.P.No.S05/0080/14 TMC/TDD/OCC/0326/17 dated 17/02/2017 in respect thereof. The Promoters further are entitled to construct Building No. "G", "H" and "I" Type buildings comprising of stilt + 14 upper floors on the said property in accordance with the building plans sanctioned by the Corporation. The subject matter of these presents is the said Building being Building No. "\_" Type to be known as "\_\_\_\_\_".

PROVIDED THAT the Promoters shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

2. The Allottee has prior to the execution of this agreement satisfied himself with the title of the said First Owners and the Promoters to their respective property including the Agreements and other documents referred to hereinabove and the Allottee hereby agrees & confirms that he shall not be entitled to further investigate the title of the respective Owners and the Promoters' right of development of the said property and no requisition or objection shall be raised by the Allottee on any matter relating thereto or howsoever in connection therewith.

3. While sanctioning the said plans, concerned local authority has laid down certain terms, conditions stipulations and restrictions which are to be observed and performed by the Promoters while developing the said property and the said buildings and upon due observance and performance of which only the completion and Occupation Certificates in respect of the said buildings shall be granted by the concerned local authority.

4.1(a) (i) The Allottee hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Allottee, Apartment bearing No. \_\_\_\_\_ on \_\_\_\_\_ floor of Building No. "\_" Type to be known as "\_\_\_\_\_" (hereinafter referred to as 'the said Building') of "SHIV SAI PARADISE" having carpet area admeasuring \_\_\_\_\_ square meter equivalent to \_\_\_\_\_ sq. ft. as per RERA (in addition enclosed balcony area \_\_\_\_\_ sq. mtr equivalent to \_\_\_\_\_ sq. ft. ) (hereinafter referred to as "the said Apartment") as shown on the floor plan hereto annexed and marked as Annexure 'L' and more particularly described in Schedule 'A' hereunder written) for the consideration of Rs. .... including Rs. ....

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 which are more particularly described in the Second Schedule annexed herewith and marked as Annexure \_\_.

(ii) The Allottee hereby agrees to purchase from the Promoters and the Promoters hereby agree to sell to the Allottee garage/covered parking space bearing No. \_\_\_\_ situated in Building No \_\_\_\_\_ stilt and /or \_\_\_\_podium being constructed in the layout for the consideration of Rs. \_\_\_\_\_/-

4.1(b) The aggregate consideration amount for the said Apartment including Stilt/Podium parking space No. \_\_\_\_ is thus Rs. \_\_\_\_\_ /-

4.1(c) The Allottee has paid on or before execution of this agreement a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of purchase consideration of Rs. \_\_\_\_\_/- (Rupees ..... ) in the following manner :-

- i. Amount of Rs. .... /-(.....) (20% of the total consideration) to be paid to the Promoter after the execution of Agreement
- ii. Amount of Rs. .... /-(.....) (15% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.
- iii. Amount of Rs. .... /-(.....) (25% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located, and further subdivided in installments as under.
- iv. Amount of Rs. .... /-(.....) (5% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- v. Amount of Rs. .... /-(.....) (5% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift, wells, lobbies upto the floor level of the said Apartment.
- vi. Amount of Rs. .... /-(.....) (5% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.
- vii. Amount of Rs. .... /-(.....) (10% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.
- viii. Balance Amount of Rs. .... /-(.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

4.1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoters) up to the date of handing over the possession of the said Apartment.

4.1(e) (a) The Allottee is aware that the Allottee has to deduct the applicable Tax Deduction at Source (TDS) at the time of making of actual payment or credit of such sum to the account of the Promoters, whichever is earlier as per section 194IA of the Income Tax Act, 1961. Further, the Allottee shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.

b) The Allottee further agrees and undertakes that if the Allottee fails and/or neglects to deduct the tax at source or fails to pay the same after deduction, the Allottee alone shall be deemed to be an assessee in default in respect of such tax and the Promoters shall not be liable for any statutory obligations / liability for non-payment of such TDS.

c) It is further agreed by the Allottee that at the time of Possession of the Apartment, if any discrepancy is found in actual form 16B & 26AS, the Allottee has to pay equivalent amount as interest free security deposit and resolve the same within 4(four) months from the date of possession. This deposit will be refunded to Allottee once the discrepancy is rectified within aforesaid time. Provided further that in case the Allottee fails to resolve the discrepancy within the stipulated period of 4 (four) months from such Possession Date then the Promoters shall be entitled to forfeit the said deposit against the amount receivable from the Allottee, which amount was deducted by the Allottee from the payments to the Promoters on account of TDS but not paid to the credit of the Central Government. The quantum of such taxes, levies, duties, cesses, charges as decided/quantified by the Promoters.

d) The consideration mentioned in clause No. 2(a)(i) hereinabove is net consideration and Allottee shall be liable to pay all the taxes payable thereupon including but not limited to VAT, Service Tax, GST, cess etc. The said taxes shall be paid by the Allottee immediately on demand.

f) Any overdue payments so received will be first adjusted against Interest then towards statutory dues and subsequently towards outstanding principal amounts.

g) Without prejudice to the other rights of the Promoters hereunder, the Promoters shall in respect of any amounts remaining unpaid by the Allottee under this Agreement, have a first charge / lien on the Apartment and the Car Park(s) and the Allottee shall not transfer his/her/their/its rights under this Agreement, in any manner whatsoever, without making full payment of all amounts payable by the Allottee under this Agreement, to the Promoters. It is hereby clarified that for the purposes of this Agreement payment shall mean the date of credit of the amount in the account of the Promoters.

4.1(f) 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 for increase in development charges, cost, or

levies imposed by the competent authorities etc., the Promoters shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

4.1(g) The Promoters shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupation certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoters shall demand the same from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in 3(a)(i) of this Agreement.

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

4.1(i) 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 said Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

4.2 Time is of essence for the Promoters as well as the Allottee. The Promoters shall abide by the time schedule for completing the project and handing over of the said Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installments and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters as provided in clause 3 (c) herein above (“Payment Plan”).

5. The Promoters hereby declare that the Floor Space Index available as on date in respect of the said property is \_\_\_\_\_ square meters only and Promoters have planned to utilize Floor Space Index of \_\_\_\_\_ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoters have disclosed the Floor Space Index of \_\_\_\_\_ as proposed to be utilized by him on the said property in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of Apartments to 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.

6.1 If the Promoters fail to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoters agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoters, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoters.

6.2 Without prejudice to the right of Promoters to charge interest in terms of sub clause 5.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoters under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of instalments, the Promoters shall be entitled at their own option to terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, Promoters shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoters shall, after deducting an amount equal to 20% of the total consideration payable hereunder, refund to the Allottee the balance of the sale price which the Allottee may have till then paid to the Promoters without any interest on the amount so refundable within a period of thirty days of the termination, the installments of sale consideration of the said Apartment which may till then have been paid by the Allottee to the Promoters. And upon termination of this Agreement, pending refund of the amount as aforesaid, the Promoters shall be at liberty to dispose off and to sell the said Apartment to such person or persons at such price and on such conditions as the Promoters may desire and think fit in their absolute discretion and the Allottee shall have no objection for the same.

6.3 Any overdue payments so received will be first adjusted against Interest then towards statutory dues and subsequently towards outstanding principal amounts.

6.4 Without prejudice to the other rights of the Promoters hereunder, the Promoters shall in respect of any amounts remaining unpaid by the Allottee under this Agreement, have a first charge / lien on the Apartment and the Car Parking space and the Allottee shall not transfer his/her/their/its rights under this Agreement, in any manner whatsoever, without making full payment of all amounts payable by the Allottee under

this Agreement, to the Promoters. It is hereby clarified that for the purposes of this Agreement payment shall mean the date of credit of the amount in the account of the Promoters.

7. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts of best quality to be provided by the Promoters in the said building and the said Apartment are set out in Annexure 'M' annexed hereto.

8. The Promoters shall give possession of the said Apartment to the Allottee on or before..... day of .....20\_\_\_. If the Promoters fail or neglect to give possession of the said Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoters shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the said Apartment with interest at the same rate as mentioned in the clause 6.1 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 said Apartment on the aforesaid date, if the completion of building in which the said Apartment is to be situated is delayed on account of -

- (i) war, civil commotion or act of God ;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

9.1 Procedure for taking possession - The Promoters, upon obtaining the occupation certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the said Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three months) from the date of issue of such notice and the Promoters shall give possession of the said Apartment to the Allottee. The Promoters agree and undertake to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoters. The Allottee agree(s) to pay the maintenance charges as determined by the Promoters or association of Allottees, as the case may be. The Promoters on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupation certificate of the Project.

9.2 The Allottee shall take possession of the Said Apartment within 15 days of the written notice from the Promoters to the Allottee intimating that the said Apartment is ready for use and occupation:

9.3 Failure of Allottee to take Possession of Said Apartment: Upon receiving a written intimation from the Promoters as per clause 9.1, the Allottee shall take possession of the said Apartment 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 said Apartment to the Allottee. In case the Allottee

fails to take possession within the time provided in clause 9.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

9.4 If within a period of five years from the date of handing over the said Apartment to the Allottee, the Allottee brings to the notice of the Promoters any structural defect in the said Apartment or the building in which the said Apartment is 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 their own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the Act.

10. The Allottee shall use the said Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the garage or parking space only for purpose of keeping or parking vehicle. The Allottee agrees not to change the user of the said Apartment without prior consent in writing of the Promoters and any unauthorised change of user by the Allottee shall render this Agreement voidable at the option of the Promoters and the Allottee in that event shall not be entitled to any right arising out of this Agreement.

11. The Allottee along with other allottee(s) of Apartments 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 the 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 seven days of the same being forwarded by the Promoters to the Allottee, so as to enable the Promoters to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

12.1 The Promoters shall, within 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 or wing in which the said Apartment is situated.

12.2 The Promoters shall, within three months of registration of the last Society or Limited Company, as aforesaid, cause to be transferred to the joint ownership of all the Societies or limited Company of the said property, all the right, title and the interest of the said respective Owners and/or the Promoters in the said structure of the Building or wing in which building or wings in which the said Apartment is situated.

12.3 Within 15 days after notice in writing is given by the Promoters to the Allottee that the said Apartment is ready for use and occupation, the Allottee shall be liable to

bear and pay the proportionate share (i.e. in proportion to the carpet area of the said Apartment) of outgoings in respect of the said property and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the said property and building/s. Until the Society or Limited Company is formed and the said structure of the building/s is transferred to it, the Allottee shall pay to the Promoters such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoters provisional monthly contribution of Rs. \_\_\_\_\_ + GST per month towards the outgoings. The amounts so paid by the Allottee to the Promoters shall not carry any interest and remain with the Promoters until a conveyance/assignment of lease of the structure of the building is executed in favour of the respective society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing 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.

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

- (i) Rs. .... plus applicable taxes for share money, application entrance fee of the Society or Limited Company.
- (ii) Rs. .... for formation and registration of the Society or Limited Company.
- (iii) Rs. ....for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company.
- (iv) Rs..... plus applicable taxes as possession charges for layout infrastructure development

The Allottee shall also be liable to pay before taking possession, the deposit for the payment of property taxes and water charges for the period of 12 months. The maintenance charges mentioned herein above is excluding the amount of property taxes and water charges.

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

15, At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoters, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the said building/property, the Allottee shall pay to the Promoters, the Allottees' share of stamp duty and registration charges payable, by the respective societies on such conveyance or lease or any document or instrument of transfer in respect of the common property, amenities and facilities upon the said property to be executed in favour of Apex/Federation of all the Societies formed/to be formed on the said property.

#### 16, REPRESENTATIONS AND WARRANTIES OF THEPROMOTERS

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

i. The Promoters have clear and marketable title in respect of the said property; as declared in the title report annexed to this agreement and have the requisite rights to carry out development upon the said property and also has actual, physical and legal possession of the said property for the implementation of the Project;

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

iii. There are no encumbrances upon the said property or the Project except those disclosed in Title Report;

iv. There are no litigations pending before any Court of law with respect to the said property or Project except those disclosed in cluase No.(b)(a.10) to (a.11) hereinbelow stated;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said property 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, said property and said building/wing 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, said property, Building/wing and common areas;

vi 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 created herein, may prejudicially be affected;

vii. 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 said property, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

ix. At the time of execution of the Conveyance Deed of the structure to the association of allottees, the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure jointly and proportionately to all the Association of the Allottees;

x. 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;

xi. 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 Promoter in respect of the said property and/or the Project except those disclosed in the title report.

b) The Promoters have informed to the Allottee and the Allottee is aware that as per the Scheme envisaged by the Promoters as follows:

a.1) As per the sanctioned plan, the Promoters are entitled to carry out the development of the said property in a phasewise manner as follows:

The complex to be developed on the said property shall always be known as “SHIV-SAI PARADISE” or by such other name as may be desired by the Promoters which shall not be changed at anytime in future except with the written permission of the Promoters. This covenant shall at all time be binding upon the successors in title of the Promoters &/or the Allottee including the Society/Apex Body. The Promoters intend to put up phase wise construction on the said property and are constructing the buildings thereon by phases. In the First Phase, the Promoters have completed construction of and obtained Occupation Certificate in respect of six buildings viz. Building No.A, B, C, C1, D & E popularly known as ‘PICCADILLY’, ‘EDGWARE’, ‘MY SHOP’, ‘MAYFAIR’, ‘STANMORE’ & ‘RICHMOND’ on the portion shown on the plan annexed hereto & marked as Annexure ‘A’ by crossed line and bounded by a thick line according to the sanctioned plans. The portion shown by red lines on the plan annexed as Annexure ‘A’ is the Second Phase of development wherein the Promoters have completed construction of and also obtained occupation certificate in respect of Building No. ‘F’, popularly known as “OXFORD” comprising of Stilt plus 14 upper floors and are entitled, in pursuance of

amended Sanction Cum Commencement Certificate bearing (old V.P.No.2005/73) New V.P. No.S05/0080/14//TMC/TDD/2075/17 dated 01/03/2017 to construct three buildings viz. Building No.'G', 'H' & 'I' comprising of Stilt plus 14 or more upper floors on the said Property and the portion shown by Zebra lines on the plan annexed as Annexure 'J' and the portion marked by the words "future development/third phase" is the further phase of development.

a.2) The Promoters have informed the Allottee that the Promoters, however, intend to construct Building Nos. "G" & "H" only, both comprising of Stilt + 30 upper floors instead of Building Nos. "G", "H" & "I" upon the said property in accordance with the amended plans that shall be sanctioned by the Corporation and accordingly, the Promoters have submitted revised plans in respect thereof to the Corporation for its approval and sanction and the same is awaited.

a.3) The Promoters have further represented that presently, they are entitled, in pursuance of the said Environment Certificate, to construct the aforementioned Building Nos."G" & "H" consisting of Stilt + 14 upper floors. However, the Promoters intend to obtain further Environment Certificate in order to enable it to construct the aforementioned Building Nos. "G" & "H" upto 30<sup>th</sup> Upper floors.

a.4) The Development of the said property would include construction by Promoters of internal feeder roads, recreational facilities (including a club house), Recreation Ground, substation, other necessary infrastructure such as storm water pipes, drains, common central UG Tank/s, septic tanks from different building/s or group of buildings.

a.5) A portion admeasuring 2508.21 sq. mtrs. out of the said property has been affected by D.P. Road and a portion admeasuring 4359.88 sq. mtrs. out of the said property has been affected by "Amenity Open Space" (hereinafter referred to as 'the said Area') and the same has been surrendered by the Promoters to the Corporation and the Promoters have executed a Declaration cum Indemnity Bond dated 13/11/2007 in respect thereof and the same is registered with the Sub Registrar of Assurances at Thane under Serial No.8369/2007;

a.6) The Promoters propose to provide a swimming pool and a club house on Podium subject to their receiving necessary consent from the Corporation. In the event of the Promoters providing the swimming pool and/or the club house as aforesaid, the Allottees of the flats shall be entitled to use the said swimming pool/club house facilities subject to the provisions mentioned in clause No. \_\_\_\_ hereinafter appearing.

a.7) A portion shown on the plan thereof hereto annexed and marked as Annexure A' by brown hatch lines is affected by Development Plan (DP) Road and portion of the said property more particularly shown on the plan thereof hereto annexed and marked as Annexure 'A' by green colour boundary line is reserved as Amenity Open Space as per the Development Control Regulations and the same has been handed over to the Corporation. The Promoters after obtaining requisite permissions from the Corporation intend to construct at their own costs and expenses A/C Meditation cum Multipurpose Hall on the said Amenity Open Space. The Promoters shall be entitled to enjoy the benefit of TDR in the form of FSI accrued in lieu of the handing over of the vacant possession of the said Amenity Open Space to the Corporation as well as of the one that shall accrue upon handing over such Meditation cum Multipurpose Hall as stated hereinabove, which the Promoters intend to utilise and consume on the said property by

constructing additional floors or additional building in accordance with the plans that may be sanctioned by the Corporation. It is hereby expressly agreed, declared and confirmed by & between the parties hereto that the Promoters shall have absolute discretion to vary or alter, from time to time, the layout and the internal/feeder roads and/or the dimensions of the plot &/or the location or the extent of the open spaces and/or garden &/or recreation ground (RG) &/or Amenity Plot. No objection shall be raised nor will any obstruction or hindrance be caused by the Allottee &/or the said society to the alteration &/or variation aforesaid.

a.8) A Resolution was passed in the meeting held on 24/07/2012 for change of name of the Promoters and accordingly, necessary applications alongwith the copy of the said resolution were filed in the Registrar of Companies and requisite procedures in respect thereof were complied with.

a.9) In pursuance of the above, Government of India – Ministry of Corporate Affairs, through the Registrar of Companies, Maharashtra, Mumbai, issued a fresh Certificate of Incorporation consequent upon change of name dated 31/07/2012 and since then the Promoters are known as and have been carrying on business under the name and style of “BHARAT AGRI FERT & REALTY LIMITED”. However, the effect thereof is yet to be reflected upon the revenue extracts pertaining to the said property.

a.10) The Promoters have initiated Spl. Civil Suit bearing No.98/2014 in the Hon’ble court of Civil Judge (S.D.) Thane at Thane against the Society formed of Building No.A & B i.e. M/s. Shiv Sai Piccadilly & Edgware Co-operative Housing Society Ltd. & others for recovery of outstanding maintenance, Declaration as well as an application for temporary injunction under O.39, R.1 & 2 read with Sec.151 of C.P.C.

a.11) The Hon’ble 8<sup>th</sup> Jt. Civil Judge (S.D.), Thane, vide his Order dated 06/10/2016 was pleased to reject the application for temporary injunction (hereinafter referred to as ‘the impugned second order’). Being aggrieved by the impugned second order, the Promoters have filed Misc.Civil Appeal No.244/2016 against the same in the Hon’ble Court of the District Judge, Thane at Thane and the same is pending.

a.12) It was noticed by the Promoters that the revenue extracts pertaining to lands bearing Survey No.112, Hissa No.2A, 3, 4, 5, 7, 8, 11, 13A out of the said property inadvertently and erroneously reflected the property to be class-II property against which, the Promoters initiated requisite proceedings being RTS Appeal No.00273/2016 before the office of Sub-Divisional Officer, Thane Division, Thane (hereinafter referred to as ‘the said SDO’) and in pursuance of the Order passed by the said SDO in the said matter on 22/11/2016, the “Class – II” entries reflected in the revenue extracts pertaining to hereinabove referred property as well as the entry of M.E. No.2711 reflected in the revenue records of the remaining properties of the said property also came to be cancelled and the effect thereof is duly recorded in M.E. No.3164 pertaining to the said property.

b) The Promoters shall form one society in respect of each building. They shall execute separate conveyance in respect of each building in favour of each society and execute conveyance in respect of remaining area and common areas and amenities in favour of the Federal society. The terms, conditions, covenants, stipulations and provisions of this Agreement and all deeds, documents, instruments and writings related or incidental to this Agreement, executed or to be executed by and between the parties hereto shall be binding upon the Society/s and the Apex Body.

c) As the said property are being developed as one property, in the event of Promoters granting separate lease in respect of each building, it will not be possible to sub-divide the said property, as such the Allottee shall not be entitled to ask for sub-division of the said property.

d) The Conveyance/Lease shall be executed by the Promoters only upon the completion of all the buildings and development of the said property and the Allottee shall not insist upon the conveyance/lease prior to the completion of the entire development of the said property.

e) The Promoters intend to provide puzzle parking facility in the said complex for the benefit of the flat Allottees of premises comprised in phase I and Phase II only.

f) The Promoters have informed the Allottee and the Allottee is aware that in addition to construction of the buildings in the Project, the Promoters will be entitled to construct common amenities and facilities for the Project such as pump rooms, meter rooms, underground tanks, sewerage treatment plant, watchman room, substation for power supply company etc. on the Project Property. The Promoters have further informed the Allottee/s that the service lines common to the Building in the Project and other buildings to be /being constructed on the Larger Property may pass through the portion of the Project Property (including the portion thereof upon which the Building is being constructed).

g) the Floor Space Index, by whatever name or form is increased (a) in respect of the said Property and/or additional construction (i.e. more than what is envisaged at present) is possible on the said Property or (b) either on account of Transfer of Development Rights &/or additional FSI by paying premium to the Corporation/Competent Authority (or in any other similar manner) available for being utilised or otherwise and/or if the Sanctioning Authorities permit the construction of additional wing/s or floors, then in such event, the Promoters shall be entitled to construct such additional wings/floors as per the revised building/s plans. The Allottee expressly consents to the same as long as the total area of the said Apartment is not reduced and the structure of the building is not changed.

h) The Allottee has been informed and is aware that the buildable area has been sanctioned for the entire Property as a single land on the basis of the available Floor Space Index ("FSI") on the entire Property and accordingly the Promoters intend to develop the Project Property in phases. The Promoters declare that as per the existing regulations and Agreements/Deeds, the FSI available to the Promoters in respect of the Project Property is \_\_\_\_\_ square meters and that no part of the FSI has been utilized by the Promoters elsewhere than in the overall development for any purpose. Further, the Allottee has been informed and acknowledges that the FSI of the Building may not be proportionate to the area of the portion of the Project Property on which it is being constructed in proportion to the total area of the entire Property taking into account the

FSI to be utilized for all buildings to be constructed thereon. The Promoters in its sole discretion, may allocate such buildable FSI for each of the buildings being constructed on the Project Property as it thinks fit and the Allottees of the premises in such buildings (including the Allottee) are agreeable to this and shall not dispute the same or claim any additional FSI or buildable area in respect of any of the building or the Project Property. The Allottee acknowledges that the Promoters alone are entitled to utilize and deal with all the development potential of the Project Property including the existing and future FSI and /or transferable development rights (“TDR”) heretofore sanctioned or as may hereafter be sanctioned and shall be entitled to use any or all of such FSI and/or TDR for construction of buildings and development of facilities and/or amenities on any part of the Project Property or elsewhere as may be permitted and in such manner as the Promoters deem fit. The Allottee hereby confirms and declares that he shall not dispute the same or have any right to raise any objection in regard thereto for any reason whatsoever.

i) The Promoters are entitled to utilise any additional FSI that may be available to them either by way of Transfer of Development Right (TDR) or increase in F.S.I. due to changes in Development Rules or under any Law by constructing additional premises on the ground floor or additional floors on the building/s constructed by them or by constructing one or more separate building/s on the said property. The Promoters shall be entitled to use/consume the aforesaid additional F.S.I. till the registration of the Society or any form of organisation and execution of Conveyance in its favour;

j) The Promoters are desirous of providing and/or setting up or cause to be provided and/or set up certain special amenities and facilities such as Swimming Pool, Club House and Garden (hereinafter collectively referred to as ‘the Club House’) for the benefit of the Allottees of various premises in the Building/s to be constructed on the said property.

k) There exists at present bore well on the said property. As and when considered fit/proper the Promoters may dig one or more bore wells would thereupon install pump for drawing water from such bore well, with the intention that each bore well would serve a specified number of buildings. This is a tentative concept of the Promoters and as and when finalized &/or final decision is made by the Promoters regarding the digging of the bore well/s and installing a pump thereon and number of building which the respective bore well is to serve, the management of the respective buildings will be informed about the same. The cost of maintaining and repairing the respective bore well and pump thereon shall be borne proportionately by the Societies owing the buildings which shall respective bore well is serve and the Allottee will contribute his proportionate share/contribution towards such maintenance and repairs.

Aforesaid conditions are of the essence of the contract and only upon the Allottee agreeing to the said conditions, the Promoters have agreed to sell the said Apartment to the Allottee.

17. The Allottee/s himself, themselves with an intention to bring in and bind all persons in whomsoever hands the said Apartment may come, doth hereby covenant with the Promoters as follows: -

a) to maintain the said Apartment at the Allottee's own cost in good tenantable repairs and condition from the date the possession of the said Apartment is taken and shall not do or suffer to be done anything in or to the Building in which the said Apartment is situated which may be against the rules, regulations or bye-laws of concerned local authority or change/alter or make addition in or to the Building in which the said Apartment is situated or the said Apartment itself or any part thereof without the consent of the local authorities, if required.

b) not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction of the Building or storing of which goods is objected by the concerned local or other authority and shall not carry or caused to be carried heavy packages whereby upper floors may be damaged or that is likely to damage the staircase, common passage or any other structures of the Building in which the said Apartment is situated including the entrance thereof of the building in which the Said Apartment is situated. In case any damage is caused to the Building in which the Said Apartment is situated or the said Apartment on account of the negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

c) To carry out at his own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Promoters to the Allottee and shall not do or suffer to be done anything in or to the building in which the said Apartment is situated which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

d) Not to demolish or cause to be demolished the said Apartment 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 said Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Apartment is situated and shall keep the portion, sewers, drains and pipes in the said Apartment 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 said Apartment 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 said Apartment 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 said property and the building in which the said Apartment

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 Apartment in the compound or any portion of the said property and the building in which the said Apartment is situated.

g) Pay to the Promoters within fifteen days of demand made by the Promoters, their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Said Apartment is situated.

h) 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 said Apartment by the Allottee for any purposes other than for purpose for which it is sold.

i) The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Apartment until all the dues payable by the Allottee to the Promoters under this Agreement are fully paid up and prior written consent is obtained from the Promoters and/or the Society of the building in which the said Apartment is situated.

j) The Allottee 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 Apartments 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 shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company regarding the occupancy and use of the said Apartment 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.

k) Till a conveyance of the structure of the building in which said Apartment is situated is executed in favour of respective Society/Limited company, the Allottee shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

l) Till a conveyance of the said property on which the building in which said Apartment is situated is executed jointly and proportionately in favour of all the Societies or any other organisation that shall be formed of the structures that shall be constructed upon the said property, the Allottee shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and

upon the project land or any part thereof to view and examine the state and condition thereof.

If, the Allottee forcibly makes any additions / alterations or society permits any such additions / alterations to be done by Allottee, by which, the structural stability is affected or the quality of construction of the building is damaged, and/or the plumbing lines are choked due to poor workmanship of modification or furniture work done by the Allottee or their contractors and / or the area is encroached upon by the Allottee, such as: extension of window, covering drying balcony, breaking the void, converting to usable space, encroaching upon the common passage etc., and due to that, any penalty, delay in occupation certificate, or impact on FSI takes place, whereby its detrimental/affects other development project of the Promoters, due to which any financial loss and/or legal action is initiated against the Promoters then Promoters shall have all the right to claim / recover such financial loss and also to take appropriate legal action against the Allottee/Society and the Allottee/Society is liable to make good those losses/damages occurred to the Promoters.

If any damage is done in the common areas while bringing the material by the Allottee for his premises then in that case, the Promoters shall not be responsible or liable to repair or replace any broken material in the premises or rectify any defect in the premises or common areas.

m) Allottee hereby agrees to pay such charges or fees as may be prescribed by the Promoters for availing to use and enjoy the benefit of the Club House from time to time.

n) The Allottee hereby agrees and undertakes to abide and observe and perform all the rules, regulations etc. as may be framed by the Promoters for use of the said club house and the same shall be framed at the time of putting the said club house in operation.

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

19. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters until the said structure of the building is transferred to the Society/Limited Company or other body and until the said property is transferred jointly and proportionately in favour of all the societies formed thereupon as hereinbefore mentioned.

20. The Allottee hereby declares, agrees and confirms that the monies paid/payable by the Allottee under this Agreement towards the said Apartment is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any intravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time. The Allottee further agrees and confirms that in case the Promoters become aware and/or in case the Promoters are notified by the statutory authorities of any instance of violation of Money Laundering Regulations, then the Promoters shall, at their sole discretion be entitled to cancel/terminate this Agreement for Sale. Upon such termination the Allottee shall not have any right, title or interest in the said Apartment neither have any claim/demand against the Promoters, which the Allottee hereby unequivocally agrees and confirms. In the event of such cancellation/termination, the monies paid by the Allottee shall be refunded by the Promoters to the Allottee in accordance with the terms of this Agreement for Sale only after the Allottee furnishing to the Promoters a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Allottee.

21. APPOINTMENT OF FACILITY MANAGEMENT COMPANY:

21.1 Notwithstanding the other provisions of this Agreement, the Promoters shall be entitled to nominate any person (“project management agency”) to manage the operation and maintenance of the building(s), and the infrastructure on the said property, common amenities and facilities on the said property for a period of at least three years after the said property is developed (as determined by the Promoters). The Promoters shall have the authority and discretion to negotiate with such project management agency and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/them. The cost incurred in appointing and operating the project management agency shall be borne and paid by the occupants of the buildings that may be developed in the said property including the Allottee on a pro rata basis as part of the development and common infrastructure charges referred to herein.

21.2 In such event, the Allottee agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoters or the project management agency, including without limitation, payment of the Allottee’s share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the said property and common areas and facilities within the said property and buildings constructed thereon.

21.3 The Allottee further agrees and undertakes to be bound from time to time to sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the Promoters/ Facility Management Company, for the purpose of framing rules for management of the Building and use of the Premises by the Allottee for ensuring safety and safeguarding the interest of the Promoters/Facility Management Company and other Allottees of premises in the Building and the Allottee also agrees and confirms not to raise any disputes/claims against the Promoters/Facility Management Company and other Allottees of premises in this regard.

## 22.1 PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoters execute this Agreement he shall not mortgage or create a charge on the Said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

22.2 It is expressly agreed and undertaken by the Allottee that in case he desires to obtain/borrow housing loan from any financial institution/Bank/Organization/Employer by offering as security the said Apartment allotted to him under these presents, the payment of such loan shall be made directly in the name of the Promoters. The repayment of such loans, interest and other charges on such loan shall be the sole responsibility of the Allottee availing such loan. However, on non-payment of such loan by the Allottee, the recourse available to the financial institution would be only to such flat/premises allotted to the Allottee and not to the land and buildings belonging to the Promoters/the Society, as the case may be. On financial institution agreeing to the above, the Promoters shall be deemed to have granted its NOC to such Allottee to raise housing loan only on the aforesaid conditions and not otherwise.

## 23. BINDING EFFECT

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

## 24. ENTIRE AGREEMENT

This Agreement, alongwith its schedules and Annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment.

25. RIGHT TO AMEND

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

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

27. 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 it may be 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.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the said Apartment to the total carpet area of all the said Apartments in the Project/said property.

29. 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.

30. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoters through their authorized signatory at the Promoters' Office, or at some other place, which may be mutually agreed between the Promoters and the Allottee, after the Agreement is duly executed by the Allottee 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 Thane

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

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

\_\_\_\_\_ Name of Allottee  
\_\_\_\_\_ (Allottee's Address)  
Notified Email ID: \_\_\_\_\_

Bharat Agri Fert & Realty limited  
301, Hubtown Solaris, N.S Phadke Marg,  
Andheri East, Mumbai 400069.  
Notified Email ID: \_\_\_\_\_

33. It shall be the duty of the Allottee 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, as the case may be.

34. The terms and conditions of this Agreement shall be binding on all transferees / assignees, from time to time, of the Premises and shall be enforceable against all such transferees / assignees.

35. The Promoters shall have the right to designate any space in the Plot / said property to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the buildings that may be developed on the Plot / said property. The Promoters shall also be entitled to designate any space in the Plot / said property to such utility provider either on leave and license or leasehold basis for the purpose of installing power sub-stations with a view to service the electricity requirement in the Plot/said property and the buildings constructed thereon.

36. JOINT ALLOTTEES

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

37. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee.

38. Dispute Resolution:- Any dispute between the 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, thereunder.

39. 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 Mumbai High Courts will have the jurisdiction for this Agreement.

THE SCHEDULE ABOVE REFERRED TO :

ALL THOSE pieces or parcels of land bearing Survey No.112, Hissa No.1B, 2A, 3 to 12, 13A and 14 totally admeasuring 26,089 sq. mtrs. situate, lying and being at village Majiwade, Tal. & Dist. Thane, in the Registration and Sub-Registration District Thane, within the local limits of Municipal Corporation of the City of Thane. & bounded as follows :

- On or towards North :
- On or towards South :
- On or towards East :
- On or towards West :

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seal on the day and year first hereinabove written.

THE SECOND SCHEDULE ABOVE REFERRED TO:

The nature, extent and description of common areas and facilities

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

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

<p>Please affix photograph and sign across the photograph</p>
---

At \_\_\_\_\_ on \_\_\_\_\_  
in the presence of

WITNESSES:

1. Name \_\_\_\_\_ Signature \_\_\_\_\_  
2. Name \_\_\_\_\_ Signature \_\_\_\_\_

Please affix  
photograph and  
sign  
across the  
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED  
BHARAT AGRI FERT & REALTY LIMITED, (Formerly )  
known as BHARAT FERTILISER INDUSTRIES LTD.) )  
through its Director, )  
Shri )

Promoters:

(Authorized Signatory)

WITNESSES:

Name \_\_\_\_\_ Signature \_\_\_\_\_  
Name \_\_\_\_\_ Signature \_\_\_\_\_

Please affix  
photograph and  
sign  
across the  
photograph

SCHEDULE 'A'

ALL THAT PREMISES being Apartment bearing No. \_\_\_\_\_ having carpet area  
admeasuring \_\_\_\_\_ square meter equivalent to \_\_\_\_\_ sq. ft. as per RERA  
(in addition enclosed balcony area \_\_\_\_\_ sq. mtr equivalent to \_\_\_\_\_ sq. ft. )  
on floor No. \_\_\_\_\_ of Building No. '\_\_\_\_\_' Type of " SHIV SAI PARADISE "  
alongwith Stilt/Podium parking bearing No.\_\_\_\_

SCHEDULE 'B'

Floor Plan of the Apartment

ANNEXURE A

Name of the Attorney at Law/Advocate  
Address  
Date

No.  
RE.

TITLE REPORT  
ANNEXURE B

(Authenticated copies of Property Card or Extract village forms VI or VII and XII or any other Revenue Record showing nature of the Title of the Vendor/ Lessor / Original Owner / Promoter to the project land)

ANNEXURE A-1

(Authenticated copies of Plans of the Layout as approved by the concerned Local Authority)

(Survey Layout)

ANNEXURE A-2

(Authenticated copies of Plans of the Layout as proposed by the Promoter and according to which construction of the buildings and open spaces are proposed to be provided for on the said project)

ANNEXURE

ANNEXURE

ANNEXURE

RECEIPT

RECEIVED of and from within named Allottee, a sum of Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_) in cash/by cheque being the amount of part/full payment payable by the Allottee to us. Cheque No. \_\_\_\_\_ dt. \_\_\_\_\_ drawn on \_\_\_\_\_ (subject to realisation of Cheque)

Rs. \_\_\_\_\_ /-

WE SAY RECEIVED  
For BHARAT AGRI FERT & REALTY LIMITED

1.

2.

DIRECTOR  
PROMOTERS