

AGREEMENT

THIS AGREEMENT made and entered into at _____ this ____ day of _____ in the Christian Year Two Thousand _____ [20____]

B E T W E E N

M/s. GIRIRAJ REALTORS, a Partnership Firm duly registered under the Indian Partnership Act, 1932, PAN: _____, having address at 103, Marotrao Bhavan, Dr Moose Road, Talao-Pali, Thane, Tal & Dist. Thane, through its Partner **Shri.** _____, hereinafter referred to as **PROMOTERS** [which expression shall, unless it be repugnant to the context or meaning thereof, mean and include all the Partners for the time being constituting the said Firm, their survivors and their respective heirs, executors and administrators etc. of the **ONE PART**.

A N D

Shri./Smt./ M/s. _____,
PAN: _____,
having _____ address _____ at _____,
hereinafter referred to as the **ALLOTTEE** (which expression shall, unless it be repugnant to the context or meaning thereof, in the case of individual

person or persons, mean and include his/her/ their heirs, executors, administrators and assigns; and in the case of a Partnership Firm, all the Partners for the time being constituting such firm, their survivors and respective heirs, executors and assigns; and in the case of a Company incorporated under the Companies Act 1956, its successors in office and legal assignees and shall also mean and include singular and plural as also masculine and feminine gender wherever the context so requires) of the **OTHER PART**

WHEREAS:-

1. At the relevant time one Shri Shiva Govind Naik, (since deceased hereinafter referred to as the said deceased Shiva) was in possession and in cultivation as protected tenant under the provisions of Bombay Tenancy and Agricultural Land Act (herein after referred to as the BT & AL Act) various properties including all that piece and parcel of agricultural plot of land bearing **Survey No. 107, Hissa no.1, admeasuring 0H-03R-0P equivalent to 300 sq. meters** lying, being and situate at village Temghar, Taluka Bhivandi, District Thane within the limits of Bhivandi Nizampur City Municipal Corporation (hereinafter referred to as '**SAID CORPORATION**'), hereinafter referred to as the '**SAID FIRST LAND**' which is more particularly described in the **Schedule I** hereunder written and is also shown by Green Color hatch line in the plan annexed herewith and marked as **ANNEXURE - A**.
2. Said deceased Shri Shiva during his lifetime was declared as the tenant of his various properties including said First Land as per the provisions of BT & AL Act. After payment of purchase price of Rs.880/-, ALT, Thane issued 32M certificate No.L/2290 dated 11/6/1969. Mutation Entry came to be recorded and certified to the effect and thus said deceased Shiva became absolute owner & holder under BT & AL Act of his various properties including Said First Land;. Pursuant to issuance of 32 M certificate his name was duly recorded in all revenue records.
3. After his demise, being his legal heir, name of his sons namely 1) Shri Kundalik Shiva Naik, 2) Shri Laxman Shiva Naik, 3) Shri Pandurang Shiva Naik, 4) Shri Bhau Shiva Naik 5) Shri Maruti Shiva Naik and one married daughter 6) Mrs Sakhubai Kashinath

Mhatre came to be recorded as his successor in respect of his various properties including said First land. Said Shri Kundalik Shiva Naik, & others made family settlement of their various properties including said First Land. By the family arrangement said First Land came to the share of Shri Maruti Shiva Naik. The mutation entry bearing no.2356 pertaining to same was certified on 10/4/1994. Pursuant to that the name of Shri Maruti Shiva Naik was recorded in revenue records pertaining to said First Land;

4. Said Maruti Shiva Naik died intestate and name of his wife Smt Shantabai Maruti Naik, and 2 sons namely Shri Gorakhnath Maruti Naik, Shri Dwarkanth Maruti Naik, and 3 married daughters namely Smt Sumitra Pandurang Patil, Smt Sushila Kamlakar Patil and Smt Shanubai Shyam Patil were recorded in revenue records. During the lifetime of Smt Shantabai Maruti Naik vide registered Development Agreement dated 26/04/2011, registered under Sr. No.BVD-2/3311/2011, coupled with Power of Attorney of even date which was also registered at Sr. No.3312/2011, Smt Shantabai Maruti Naik & others granted and assigned development rights of said First Land to one M/s Stone House Developers, a (hereinafter referred to as 'SAID M/s STONE HOUSE') for the Consideration and upon the terms and conditions contained in the said Development Agreement. However said M/s Stone House failed to proceed and/or unable to obtain the Sale Permission pertaining said First Land and unable to proceed with the development of said First Land. In the Circumstances, Said M/s. Stone House vide Agreement for Sale dated 25/9/2012 registered with the office of Sub Registrar of Assurances Bhiwandi under serial no.BVD2-7397-2012, agreed to grant the development rights of the said First Land with the ultimate intention to sell the said First Land in favor of M/s Giriraj Realtors with a condition to obtain Sale permission under sec. 43 of BT & AL Act. Pursuant to the execution of the Agreement for Sale cum Development dated 25/9/2012 a Power of Attorney of even date came to be executed and registered under serial no.BVD-2/7398/2012; M/s Giriraj Realtors obtained Sale Permission bearing no.BD/KV/VP/SS/Bhivandi/SR/163/2013 dated 30/9/2013 for the Sale of said First Land. Thereafter vide registered Deed of Conveyance dated 18/12/2013, registered under Sr. No. BVD2/5383/2013 Shri Gorakhnath Maruti Naik & 4 others with the

confirmation of M/s Stone House Developers ultimately sold and conveyed said first land to & in favour of said M/s Giriraj Realtors i.e the Promoters herein upon terms and conditions more particularly stated therein. The copy of Index II of said Deed of Conveyance is annexed herewith and marked as **ANNEXURE- B**. Pursuant to said Deed of Conveyance said M/s Giriraj was placed in absolute, vacant, physical and legal possession of the said First Land with all and absolute rights of development thereof in amalgamation with other properties and by utilization of all potential development benefits thereof by way of FSI, TDR, DR etc.

5. At the relevant time Shri Dhau Vithu Divekar (hereinafter referred to as 'SAID DHAU) was the owner of land bearing all that piece and parcel of agricultural plot of land bearing **Survey No. 90, Hissa no.4, admeasuring 0H-04R-0P equivalent to 400 sq. meters** lying, being and situate at village Temghar, Taluka Bhivandi, District Thane within the limits of Bhivandi Municipal Corporation, hereinafter referred to as the '**SAID SECOND LAND**' which is more particularly described in the **Schedule II** hereunder written and is also shown by red color hatch line in the plan annexed herewith and marked as **ANNEXURE - A**.
6. Said Dhau died instate on 28/4/1979 leaving behind him his wife 1) Smt Barkubai Dhau Divekar, and a Son Shri Amrut Dhau Divekar and two married daughters namely Smt Yamuna Gajanan Thakre and Smt Sundarabai Lahu Tare as his only legal heirs to succeed said Second Property. Shri Amrut Dhau Divekar died instate on 11/3/1990 and his wife Smt Krishnabai Amrut Divekar died instate on 10/8/2010 leaving behind them 4 sons and 2 daughters as their only legal heirs to succeed said Second Land; Their two married daughters namely Smt Yamuna Gajanan Thakre and Smt Sundarabai Lahu Tare during their lifetime executed Release Deed dated 8/8/2013 in favour of legal heirs Amrut Divekar and thus the legal heirs of Amrut Divekar namely Shri Prabhkar Amrut Divekar , Shri Ashok Amrut Divekar Shri Chandrakant Amrut Divekar Shri Pramod Amrut Divekar Smt Yamuna alias Hemantabai Vasant Vakhare and Smt Rekha Amrut Divekar were the absolute and exclusive owners of the said Second Land;
7. Said Shri Prabhkar Amrut Divekar & Others vide registered Sale Deed dated 19/9/2013 registered under Serial No.BVD-

1/8753/2013 sold and transferred said Second Land to Shri Mansukh Velji Shah & Shri Piyush Shah for the consideration and upon the terms and conditions contained therein; Pursuant to the execution of said Sale Deed Shri Prabhakar Amrut Divekar & Others have also executed Power of Attorney of even date registered under serial no.BVD-1/8754/2013; The Index II of the Sale Deed dated 19/9/2013 is attached herewith and marked as **ANNEXURE C;**

8. Mr Mansukh Velji Shah and Mr Piyush Shah have purchased and acquired said second land in individual capacity however with the intention to introduce the said Second Land in the partnership firm namely M/s Giriraj Realtors and executed the Declaration dated 18/2/2020 confirming the said fact and notarised Declaration registered under serial No.6990/2020 on 18/2/2020; Mr Mansukh Velji Shah and Mr Piyush Shah have paid the consideration from the accounts of M/s Giriraj Realtors i.e Promoters herein. Thus the Promoters herein are the absolute and exclusive owner of said Second Land also;
9. At the relevant time one Shri Babu Hendrya Divekar was the owner of and seized and possessed of all that piece and parcel of lands bearing **Survey No.89 Hissa no.2/1 totally admeasuring 0H-03R-OP** lying, being and situate at village Temghar, Taluka Bhivandi, District Thane within the limits of Bhivandi Nizampur City Municipal Corporation, hereinafter referred to as the '**SAID THIRD LAND**' which is more particularly described in the **Schedule III** hereunder written and is shown by Brown color hatch line in the plan annexed herewith and marked as **ANNEXURE - A** and **Survey no.90 Hissa no.3 totally admeasuring 0H-020R-7P** lying, being and situate at village Temghar, Taluka Bhivandi, District Thane within the limits of Bhivandi Nizampur City Municipal Corporation, hereinafter referred to as the '**SAID FORTH LAND**' which is more particularly described in the **Schedule IV** hereunder written and is also shown by Black color hatch line in the plan annexed herewith and marked as **ANNEXURE - A** ;
10. Shri Babu Hendrya Divekar died instate in the year 1988 leaving behind him above named legal heirs to succeed the said Third & Forth lands as per law of succession by which he was governed at the time of his death. 1) Smt Laxmibai Babu Divekar (wife expired),

2) Shri Balaram Babu Divekar (expired) survived by a) Smt Usha Balaram Divekar, b) Shri Navin Balaram Divekar, c) Mrs Shamal Balaram Divekar, d) Mrs Ranjit Balaram Divekar, e) Shri Manish Balaram Divekar, 3) Shri Premnath Babu Divekar, 4) Shri Chatrapati Babu Divekar, 5) Shri Indrapal Babu Divekar, 6) Shri Pradeep Babu Divekar, 7) Smt Chandrabhagha Laxman Patil, a) Mrs Chandrakala Laxman Patil, b) Shri Anand Laxman Patil, c) Mrs Suryakala Ajay Patil, d) Mrs Sashikala Sanjay Patil, 8) Smt Tarabai Jayram Vadolkar(expired), a) Mrs Savita Dattatray Ulwekar, b) Shri Vinod Jayram Vadolkar, c) Shri Pramod @ Kishor Jayram Vadolkar 9) Mrs Kusumbai Janardhan Tare, 10) Mrs Indirabai Bhimrao Bhoir

11. Being the legal heirs of deceased Shri Babu Hendrya Divekar, the name of legal heirs came to be mutated vide Mutation entry 1790 in the revenue records and vide further mutation entries the name of above named legal heirs came to be recorded being the respective survivors of their respective predecessors in title;

12. The above mentioned legal heirs of late Babu Hendrya Divekar i.e Smt Usha Balaram Divekar & 17 Others vide Registered Development Agreement dated 13/2/2012 registered under serial no.BVD-2/1339/2012 agreed to grant the development rights of said Third Land and said Forth Land to and in favor of Shri Mansukh Velji Shah and 2 others, being the Partners of M/s Giriraj Realtors, for the consideration and upon the terms and conditions contained therein; The Power of Attorney of even date was also executed bearing registration no.BVD-2/1340/2012 confirming the power regarding the development of said Third and said Forth Land;

13. M/s Giriraj Realtors paid entire agreed consideration to legal heirs of late Babu Hendrya Divekar i.e Smt Usha Balaram Divekar & 17 Others and hence vide Deed of Conveyance dated 7/10/2013 registered under serial no.BVD-1/8755/2013 on 7/10/2013 legal heirs of late Babu Hendrya Divekar i.e Smt Usha Balaram Divekar & 17 Others ultimately sale and transfer said Third and Forth land to and in favor of M/s Giriraj Realtors; The Index II of the Deed of Conveyance dated 7/10/2013 is annexed herewith and marked as **ANNEXURE D;**

14. Shri Sitaram Balu Patil & 15 others were the Owners of **Survey No.110 Hissa no.2, area admeasuring 0H-07R-0P 700** sq.mtrs lying, being and situate at village Temghar, Taluka Bhivandi, District Thane within the limits of Bhivandi Nizampur City Municipal Corporation, hereinafter referred to as the '**SAID FIFTH LAND**' which is more particularly described in the **Fifth Schedule** hereunder written and is also shown by Blue color hatch line in the plan annexed herewith and marked as **ANNEXURE - A**;
15. Shri Sitaram Balu Patil & 15 others vide registered Agreement for Sale and Development dated 25/5/2008 which was registered under Deed of Confirmation dated 25/1/2011 registered under serial no.776/2001 agreed to sell and/or grant the development rights of the said Fifth land to M/s Stone House Developers for the consideration and upon the terms and conditions contained therein; Pursuant to the said Development Agreement said Shri Sitaram Balu Patil & 15 others executed irrevocable Power of Attorney dated 25/1/2011 registered under serial no.077/2011. With execution of Agreement, Shri Sitaram Balu Patil & 15 others handed over possession of said fifth land to and in favour of M/s Stone House Developers; However M/s Stone House Developers unable to proceed with the Development of the said Fifth Land.
16. M/s Giriraj Realtors purchased and acquired the development rights of other lands in the vicinity of said Fifth Land, M/s Giriraj Realtors approached Shri Sitaram Balu Patil & 15 others & M/s Stone House Developers for the grant of development rights. Parties had negotiations and M/s Giriraj Realtors agreed to obtain all requisite permissions including the Sale Permission under Section 43 of BT & AL Act for and behalf of Shri Sitaram Balu Patil & 15 others. Pursuant to that Shri Sitaram Balu Patil & 15 others with the Confirmation of M/s Stone House Developers agreed to sell and/or grant the development rights of said Fifth Land with a ultimate intention to finally sale and transfer the said fifth land to and in favour of M.s Giriraj Realtors vide Development Agreement dated 25/8/2012 registered under Serial No.BVD-2/7395/2012 registered on 25/9/2012. The Power of Attorney of even date was executed and registered under serial no.BVD-2/7396/2012. Pursuant to the Development Agreement M/s Giriraj Developers for and on behalf of Shri Sitaram Balu Patil & 15 others obtained the Sale Permission

dated 30/9/2013 under Section 43 of BT & AL Act; M/s Giriraj Realtors paid full and final consideration amount as mentioned in the Agreement dated 25/8/2012 to Shri Sitaram Balu Patil & 15 others and M/s Stone House Developers and Shri Sitaram Balu Patil & 15 others vide Deed of Conveyance dated 18/12/2013 registered under Serial No.BVD-2/5384/2013 with the confirmation of M/s Stone House Developers conveyed said Fifth Property to Giriraj Realtors; The Copy of Index II of Deed of Conveyance dated 18/12/2013 is annexed herewith and marked as **ANNEXURE E**;

17. At the relevant time Shri Dhau Vithu Divekar (hereinafter referred to as 'SAID DHAU) was the tenant all that piece and parcel of Plot of Land bearing Survey No.110 Hissa no.1, now bearing New Survey No.110, Hissa No.1/6, area admeasuring 0H-26R-0P i.e 26 Gumthas lying, being and situate at village Temghar, Taluka Bhivandi, District Thane within the limits of Bhivandi Nizampur City Municipal Corporation, hereinafter referred to as the '**SAID SIXTH LAND**' Which is more particularly described in the **Schedule Sixth** hereunder written and is also shown by Purple color hatch line in the plan annexed herewith and marked as **ANNEXURE - A** ;

18. Said deceased Dhau died instate on 28/4/1979 leaving behind him his wife 1) Smt Barkubai Dhau Divekar, and a Son Shri Amrut Dhau Divekar and two married daughters namely Smt Yamuna Gajanan Thakre and Smt Sundarabai Lahu Tare as his only legal heirs to succeed said Sixth Land. Shri Amrut Dhau Divekar died instate on 11/3/1990;

19. Smt Krishnabai Amrut Divekar during her lifetime paid purchase price of Rs.600/-, ALT, Thane issued 32M certificate No.L-2312 dated 2/2/1967 came to be issued. Pursuant to issuance of 32 M certificate, mutation entry came to be recorded and certified to the effect and thus said Smt Krishnabai became absolute owner & holder under BT & AL Act in respect of Said Sixth Land; Smt Krishnabai Amrut Divekar & Others with the intention to sell and transfer the said Sixth Land obtained requisite permission dated 22/9/1992 bearing no.TNC/SP/Bhiwandi/S-10/92 under Section 43 of BT & AL Act. Vide Sale Deed dated 5/3/1993 registered under Serial no.515, Smt Krishnabai Amrut Divekar & Others sold and transferred the said Sixth Land to Shri Sivdayal Kankamal

Maheshwari for the consideration and upon the terms and conditioned in the said Sale Deed;

20. At the relevant time Shri Babu Hendrya Divekar are the owners and holders of all that piece and parcel of plot of land bearing **Survey No.107 Hissa no.2, area admeasuring 0H-42R-0P i.e 42 Gumthas** lying, being and situate at village Temghar, Taluka Bhivandi, District Thane within the limits of Bhivandi Nizampur City Municipal Corporation, hereinafter referred to as the '**SAID SEVENTH LAND**' Which is more particularly described in the **Seventh Schedule** hereunder written and said Seventh land is also shown by Orange color hatch line in the plan annexed herewith and marked as **ANNEXURE - A** hereunder written;
21. Shri Babu Hendrya Divekar was the protected tenants under Bombay Tenancy and Agricultural Land Act. Shri Babu Hendrya Divekar paid the purchase price of the Said Seventh Land and the 32 M certificate was issued. Pursuant to that mutation entry was certified and thereby names of Shri Babu Hendrya Divekar was recorded in holders column of 7/12 extract. Shri Babu Hendrya Divekar with the intention to sell and transfer the said Seventh Land obtained requisite permission under Section 43 of BT & AL Act dated 30/7/1968. Vide Sale Deed dated 9/9/1968 registered under Serial no.1060, Shri Babu Hendrya Divekar sold and transferred the said Seventh Land to Shri Sivdayal Kankamal Maheshwari for the consideration and upon the terms and conditioned in the said Sale Deed;
22. At the relevant time Shri Dhadu Vithu Divekar was the owner of and fully seized and possessed of all that piece and parcel of plot of land bearing **Survey No.110 Hissa no.1/2, Now bearing New Survey No.110, Hissa No.1/7, area admeasuring 0H-17R-0P i.e 17 Gumthas** lying, being and situate at village Temghar, Taluka Bhivandi, District Thane within the limits of Bhivandi Nizampur City Municipal Corporation, hereinafter referred to as the '**SAID EIGHTH LAND**' which is more particularly described in the Eighth **Schedule** hereunder written and is also shown by Yellow color hatch line in the plan annexed herewith and marked as **ANNEXURE - A**;
23. Shri Dhadu Vithu Divekar vide Deed of Conveyance dated 19/2/1975 registered under serial no.22/2/1975 agreed to sell and transfer said Eighth land to Shri Shivdayal Kankamal Maheshwari

for the consideration and upon the terms and contained in the said Deed of Conveyance. Pursuant to the execution of said Deed of Conveyance the name of Shri Shivdayal Kankamal Maheshwari was recorded in revenue records vide mutation entry no.135;

24. Thus Shri Shivdayal Kankamal Maheshwari was the owner of said sixth, seventh and eighth land and was in actual, vacant, legal and physical possession of said Sixth, Seventh and Eighth land;

25. Shri Shivdayal Kankamal Maheshwari unable to proceed with the development of Sixth, Seventh and Eighth land by vide Deed of Conveyance dated 24/4/2012 registered under serial no.BVD-2/3397/2012 sold, conveyed and transferred the said Sixth, Seventh and Eighth land to and in favour of partners of M/s Giriraj Realtors for the consideration and upon the terms and conditions contained therein; The Copy of Index II of Deed of Conveyance dated 24/4/2012 is annexed herewith and marked as **ANNEXURE F**;

26. Pursuant to above mentioned all Conveyance Deeds, said M/s Giriraj Realtors i.e the Promoters herein are the absolute and exclusive owners of First, Second, Third, Fourth, Fifth, Sixth, Seventh and Eighth land, the 7/12 extracts of said eight lands are annexed herewith and marked as **ANNEXURE G** which are also adjacent to each other and as such all the eight lands being contiguous plots of lands are capable of being developed in amalgamation with each other. The said eight lands are hereinafter collectively referred to as '**SAID LARGER LAND**'. The total area of the said larger land is 12233.92 sq.mtrs.

27. The Promoters herein with a view to undertake joint and amalgamated lay out development of the said larger land approached the said Corporation, inter-alia, for development permission and submitted initially the plans for approval under application no. 2506 to the said Corporation.

28. Upon said larger land, reservation for Market was contemplated in sanctioned development plan. As per the said reservation, area admeasuring 276.32 Sq.meters was reserved for the Market. At the time of sanctioning of plans, there are three structures standing on the said larger Land which are to be demolished during the construction. The Promoters may construct additional building on

the part of the said Larger Land which will be vacant by the demolition of the structures.

29. The corporations accorded its approval to the said submitted plan vide B.P No.39/2019-20, dated 20/8/2019, herein after referred to as the '**SAID APPROVED PLAN**' together with commencement certificate dated 20/8/2019, the Said Approved Plan and the copy of the said Commencement certificate are collectively annexed herewith and marked as **ANNEXURE - H**.
30. The Promoters undertook phase wise development as per the said approved plan on said Larger Land where under at present 3 buildings are permitted to be constructed namely building no. 1, 2 & 3 and development project under the complex name '**SARVODAY GREENS**'.
31. The Promoters in the meantime also obtained requisite N.A permission regarding said Larger Land the details of which are under :-
- a) NA Order bearing no. Revenue/K1/T10/42B/Akarani/Mouje Temghar/SR-87/2019 dated 16/11/2019 regarding said First Land, Third Land, Forth Land, Fifth Land, Sixth Land, Seventh Land, Eighth Land.
 - b) NA Order bearing no. Revenue/K1/T10/42B/Akarani/Mouje Temghar/SR-88/2019 dated 16/11/2019 regarding said Second Land. The copies of the said N.A permissions are annexed herewith and collectively marked as **ANNEXURE -I**;
32. In future the Promoters with the intention of utilizing development potentiality of said larger land may purchase and acquire TDR with an intention to load and utilize the same in the intended development of said larger land and may submit revised plan to the Said Corporation. Nevertheless in case any time in future if any additional land becomes available in the neighbourhood of the Said entire land i.e. which is at present not in possession of the Promoter, and which is accordingly shown as area not in possession in the Said Sanctioned Plan, if becomes available anytime in the future, then the Promoters may amalgamate said area and/or such further neighbourhood properties and in that event may contemplate construction of additional upper floors upon

Said Buildings and/or construction of other independent and additional building/s on Said Larger Land, after amalgamation and shall use all permissible development potentiality of Said Larger Land and/or such additionally amalgamated area and for that purpose, may submit revised plans for approval to the competent authorities and shall seek revised approval to the Said Approved Plan as per their choice and in their sole discretion. The Promoters shall also be entitled to load DR and/or TDR in development of said Larger Land. By making use of said DR and/or TDR, Promoters are entitled to construct additional upper floors upon the said buildings. By virtue of amendment to the DC rules and regulations additional FSI benefits in the form of premium FSI /DR or additional TDR is likely to become available. In all these circumstances, the Said Latest Approved Plan i.e. ANNEXURE - H is likely to be amended, revised any time in future. Thus the Promoters are likely to make alterations in the present structure of buildings and/or are likely to construct additional upper floors upon the said buildings. The Promoters have specifically disclosed that the alienation and/or allotment of any of the apartment to be situated in the said buildings, is subject to reservation of such absolute rights by the Promoter of making additions and alterations or revisions in the Said Approved Plan. With such specific disclosure, the Promoters have advertised or made available to the public at large the apartment to be situated in said buildings for sale and alienation. Thus all the prospective Purchasers of the said buildings to be situated on the Said larger land are fully aware about Promoters' above stated intention of carrying out additions and alterations in Said Buildings and/or about carrying out construction of additional and separate or annexed building.

33. On the said Lager Land as per said approved plan at present construction of three (3) buildings viz. Building No.1 comprising of Ground plus 13 upper floors, Building No. 2 Ground Plus 7 upper floors and Building No. 3 Ground plus First floors are contemplated to be constructed. The Promoters are contemplating sale and alienation of various Apartments situated in buildings to the prospective Purchasers under the provisions of Real Estate Act as may be applicable.

34. The Promoters have entered into standard agreement with an Architect M/s. Nav Rachna registered with the Council of Architects and such Agreement is as per the agreement, prescribed by the Council of Architects.
35. The Promoters have appointed a Structural Engineer Mr. Ajay Mahale for the preparation of the structural design and drawing of the buildings and the Promoters have accepted the professional supervisor of the Architect and the structural engineer till the completion of the building/s.
36. By virtue of what has been stated in the above recitals, the Promoters alone have sole and exclusive right to sell the apartment in the said buildings to be constructed by the Promoters on the Said Larger Land and to enter into agreement/s with Allottee/s of the apartment/s and to receive the sale price in respect thereof.
37. The Title Certificate, inter-alia, pertaining to the said larger land is issued by Advocate Vandana Waikar and same is annexed herewith and marked as **ANNEXURE – J**.
38. As per the said Approved Plans, the Promoters are entitled to construct 3 multi-storey buildings on part of the said Larger Land out of which the Promoters are carrying out construction of one building namely building no. ___ namely comprising of Ground (P) + ___ upper floors (Proposed to be Ground (P) + ___ upper floors) and the same is hereinafter referred to as **Ongoing Building in Phase ___**. The part portion measuring about _____ sq.mtrs. of the said Larger Land on which the said ongoing Building is being constructed is hereinafter referred to as **Project Land** and the same is more particularly described in the **Ninth Schedule** hereunder written. The development of the Project Land with construction of said ongoing Building is hereinafter referred to as the **Project**.
39. The Complex of such multiple buildings constructed, being constructed and proposed to be constructed on the said Larger Land is named as **SARVODAY GREENS**.
40. The Promoters hereto while obtaining sanction to the said Approved Plans from the said Corporation, has paid to the said Corporation scrutiny fees, development charges, betterment charges, various other charges, costs, expenses, levies, premia etc. payable under the said D.C. Regulations of said Corporation.

41. While sanctioning the said Approved Plans, the said Corporation has laid down certain terms, conditions, stipulations and restrictions, which are to be observed and performed by the Promoters while developing the said Larger Land and constructing buildings thereon and upon due observance and performance of which only the Completion and Occupation Certificates in respect of the buildings, which shall be constructed on the said Larger Land, shall be granted by said Corporation.

42. Meanwhile in view of the commencement and effect of the Real Estate (Regulations & Development) Act, 2016 (for short called RERA) and the Rules made there under, the development of the Project Land has become subject to the provisions thereof. The Promoters therefore are in the process of registering the development of the Project Land with respect to ongoing Building as Phase-I. After due scrutiny of said application, the Authority under RERA granted registration under Section 5 and provided Registration no. _____. The Authority has also created a Web page in respect of the said real estate project upon its Website www.maharera.mahain. Thus Promoters have duly complied with provisions of RERA and as such is now entitled to continue with sale or allotment of Apartments to the prospective Allottee/s, but now in terms of provisions of RERA.

43. The Allottee applied to the Promoters for allotment of a Residential Flat/Apartment bearing No. _____ having Carpet area _____ sq.mtrs. i.e. _____ sq. ft. plus usable O.P area is _____ sq.mtrs i.e. _____ sq.ft.on _____ floor in Building No. _____ being one of the said Ongoing Buildings i.e. Phase-I In the Project **Sarvoday Greens**, being constructed on the Project Land (hereinafter referred to as the **said Apartment**); a floor plan whereof is annexed hereto marked as **ANNEXURE-K**, and which is more particularly described in the **Tenth Schedule** hereunder written on ownership basis. The Carpet area means net usable floor area of the said Apartment, excluding area covered by external walls, areas under service 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 for the Allottee, but includes the area covered by the internal partition walls of the said Apartment. The Allottee has also applied to the

Promoters to allot to him facility of ____ no of parking space/s at stilt of the said Ongoing Buildings (hereinafter referred to as **Parking Space**) and the location thereof is to be decided by the Promoters at their discretion at appropriate time.

44. 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.

45. The Allottee has agreed to purchase and acquire and the Promoters have agreed to allot to the Allottee the said Apartment with the facility of said Parking Space at or for price consideration of Rs. _____/- (Rupee _____ only).

Prior to the execution of these presents the Allottee has paid to the Promoters sum of Rs. _____/- (Rupees _____ only), being part payment of the sale consideration of the Apartment agreed to be allotted by the Promoters to the Allottee, the payment and receipt whereof the Promoters do 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.

46. Under section 13 of the RERA the Promoters are required to execute a written Agreement with the Allottee for sale and allotment of the said Apartment to the Allottee being in fact these presents and the Parties are required to register the same under the Registration Act, 1908.

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

1. The Promoters shall construct the said Ongoing Building namely: Building No. __ comprising of Ground(Part) + __ upper floors (Proposed to be Ground (Part) + __ upper floors) and accordingly the Promoters are continuing to carryout construction of such Building on the Project Land

i.e. the said Phase-__ and Proposed Buildings to be constructed on other parts of the Larger Land with amendment to the said Approved Plans and by obtaining sanctions for the same and further in accordance with the plans, designs and specifications as approved by said Corporation and other concerned Local Authority from time to time; Provided that the Promoters shall have to obtain prior consent in writing of the Allottee only in respect of variations or modifications which may adversely affect said Apartment, except any alteration or addition required by any Government authorities or due to change in law.

1. (a) (i) The Allottee does hereby agree to purchase and acquire from the Promoters and the Promoters do hereby agree to sell and allot to the Allottee the said Apartment, i.e. a Residential Flat/Apartment bearing No. _____ having Carpet area _____ sq.mtrs. i.e. _____ sq. ft. plus usable O.P area is ___ sq.mtrs i.e ___ sq.ft. on _____ floor in the Building No. _____ being one of the said Ongoing Buildings i.e. Phase-I being constructed on the Project Land in the Complex known as '**SARVODAY GREENS**'; a floor plan whereof is annexed hereto marked ANNEXURE-K, and which is more particularly described in the **Tenth Schedule** hereunder written on ownership basis at or for the price consideration of Rs. _____ /- (Rupees _____ only) inclusive of the proportionate price of the common areas and facilities to be provided.

1. (b) The total aggregate price consideration amount for the said Apartment along with said parking space is thus Rs. _____ /- (Rupees _____ only).

1. (c) The Allottee has paid on or before execution of this agreement a sum of Rs. _____ /-(Rupees _____ only) as part payment of the agreed price consideration and hereby agrees to pay to the Promoters the balance of the agreed price consideration being Rs. _____ /-(Rupees _____

_____ Only) in the following manner :-

i. Rs. _____ /-
(Rupees _____
_____) to complete 30% of the agreed price consideration to be paid to the Promoters within _____ from execution of Agreement.

ii. Rs. _____ /-
(Rupees _____
_____) to complete 45% of the agreed price consideration to be paid to the Promoters on completion of the Plinth of the Building No. _____ in which the said Apartment is located.

iii. Rs. _____ /- (Rupees _____
_____) to complete 70% of the agreed price consideration to be paid to the Promoters on completion of the slabs including podiums and stilts of the Building No. _____ being one of the said Ongoing Buildings in which the said Apartment is located.

iv. Rs. _____ /-
(Rupees _____
_____) to complete 75% of the agreed price consideration to be paid to the Promoters on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

v. Rs. _____ /-(Rupees _____
_____) to complete 80% of the agreed price consideration to be paid to the Promoters on completion of the sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

vi. Rs. _____ /- (Rupees _____
_____) to complete 85% of the agreed price consideration to be paid to the Promoters on

completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the Building No. _____ being one of the said Ongoing Building in which the said Apartment is located.

vii. Rs. _____/- (Rupees _____)

to complete 95% of the agreed price consideration to be paid to the Promoters on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appurtenant and all other requirements as may be prescribed in the Agreement of sale of the Building No. _____ being one of the said Ongoing Building in which the said Apartment is located.

viii. Rs. _____/- (Rupees _____) being

the balance of the agreed price consideration 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.

1. (d) The Total Price above excludes Taxes (consisting 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) paid or payable to the Government and/or other concerned Authorities up to the date of handing over the possession of the said Apartment; as the Promoters, as facilitator; is collecting the same to be so paid to the Government and/or other concerned Authorities; and as such the Allottee shall pay all such taxes as his share to be in proportion to the price paid or payable by the Allottee as and when demanded by the Promoters.

1. (e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter 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.

1. (f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ 10.5 % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1. (g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said Building in which the said Apartment is situated is complete and the Occupancy Certificate is granted by the Competent Authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (Three Percent). The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within 120 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 Promoter shall demand additional amount 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 Clause 1(a) of this Agreement.

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

1. (i) The Allottee declares and confirms that all the payments under this Agreement made by the Allottee shall always be from the bank account of the Allottee/Joint Allottee/s only. In the event of any payment being made by the Allottee, from any other person account (excluding Joint Allottee) then the same shall be deemed to have been made by such other person at the request and behest of the Allottee/Joint Allottee/s. It is agreed

between the parties hereto that any payment made by any person other than the Allottee will not create any right, title or interest in the said Apartment in favour of such other person.

2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by said Corporation and other concerned Local Authority at the time of sanctioning the said Approved Plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from said Corporation and other concerned Local Authority occupancy and/or Completion Certificates in respect of the said Apartment.

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Project and handing over the said Apartment to the Allottee and the common areas to the Society, Association or Company of the Allottee of the said Apartment in the said Building to be constructed on the Project Land 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 instalment and other dues payable by him and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Clause 1 (d) herein above.

2.3 The Allottee agrees and undertakes to pay the purchase consideration as mentioned above as per the respective instalment as & when it shall mature for payment. The payment of concerned instalment is linked with the stage wise completion of the said Building. Upon completion of each stage, the Promoter shall issue Demand Letter to the Allottee by RPAD/Courier/hand delivery at the address of the Allottee mentioned in this Agreement as well as by email on Allottee email address _____ . Along with said Demand Letter Promoter shall enclose Certificate of Architect, inter-alia, certifying the completion of such stage. Said Certificate shall be conclusive proof about completion of such stage. Upon receipt of said Demand Letter by RPAD/Courier/Email/hand delivery, whichever is earlier, within 7 (Seven) days Allottee shall make the payment of respective instalments and on failure thereof by the Allottee, Promoter shall become entitled to take all such legal steps for breach of contract as contemplated under the

provisions of Contract Act. Without prejudice to what is stated above, the Allottee shall become liable to pay interest as specified in Maha Rera Rules (10.5%) on all delayed payments, if the Allottee commits any delay in making such demanded payment. In addition to such rights and without prejudice to such rights, the consequences as contemplated hereinafter shall also become applicable and effective on failure of the Allottee to make demanded payments within stipulated time.

3. The Promoter hereby declares that the Floor Space Index (**FSI**) available as on date as per the said Approved Plan in respect of the Project Land is _____ sq. mtrs. only and as per the said Proposed Plan such FSI is _____ sq.mtrs. The Promoter has planned to utilize ____% additional FSI as per DCR rules of said Corporation on payment of premiums or based on expectation of increased FSI which may be available in future on modification to Rules and Regulations which are applicable to the said Project. The Promoter has disclosed the FSI of ____ as proposed to be utilized by it on the Project Land in the said Project and Allottee has agreed to acquire the said Apartment based on the proposed construction and allotment of Apartment to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only. The Development/FSI potentiality Certificate issued by said Architect is attached herewith and marked as **Annexure L**.

4.1. If the Promoter fails to abide by the time schedule for completing the Project and handing over the said Apartment to the Allottee, the Promoter 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 Promoter, interest as specified in the Rule(10.5%), on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee to the Promoter.

4.2 Without prejudice to the right of Promoter to charge interest in terms of Sub Clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee

committing three defaults of payment of instalments, the Promoter shall at its own option, may terminate this Agreement: Provided that, Promoter shall give Notice of 15 (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 their 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 Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement.

PROVIDED FURTHER that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of 30 days of the termination, the instalments of price consideration of the said Apartment which may till then have been paid by the Allottee to the Promoter with deduction of 10% of and from the same as cancellation charges and in such eventuality the Promoter shall be entitled to levy additionally Service Tax, GST, VAT etc. and deduct or adjust the same to be paid over to the Government and/or other concerned Authorities; Provided further that the Promoter shall has no liability to pay to the Allottee the payments made by the Allottee towards Stamp Duty, GST etc. and provided further upon such termination Allottee shall not be entitled to have any claims, demands, actions whatsoever against the Promoter under these presents or otherwise in any manner whatsoever and the Promoter shall be absolutely free and entitled to sell, allot, transfer the said Apartment to any third party and the Allottee hereto shall have absolutely no right to obstruct or object the same.

5. Subject to what is written in Recital Clause No.(T) and Clause No. 1(b), the fixtures and fittings with regard to fittings and amenities like one or more lifts to be provided by the Promoter in the said Building and the said Apartment are set out in **Annexure-M** annexed hereto.

6. The Promoter shall give possession of the said Apartment to the Allottee on or before _____. If the Promoter fails or neglects to give possession of the said Apartment to the Allottee on account of reasons beyond their control and of their agents by the aforesaid date then the

Promoter shall be liable on demand to refund to the Allottee the amounts already received by them in respect of said Apartment with interest at the same rate as may mentioned hereinbefore from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

PROVIDED THAT the Promoter shall be entitled to reasonable extension of time for giving delivery of said Apartment on the aforesaid date, if the completion of said 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.

7.1. PROCEDURE FOR TAKING POSSESSION – The Promoter, upon obtaining the Occupancy Certificate from the Competent Authority and the payment made by the Allottee as per this Agreement shall offer in writing the possession of the said Apartment to the Allottee in terms of this Agreement to be taken within 1 month (One Month) from the date of issue of such notice and the Promoter shall give possession of the said Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agrees to pay the maintenance charges as determined by the Promoter or association of Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the Occupancy Certificate of the said Building in which the said Apartment is situated.

7.2 The Allottee shall take possession of the said Apartment within 15 days of the written Notice from the Promoter to the Allottee intimating that the said Apartment is ready for use and occupancy.

7.3 At the time of Possession, the Allottee shall sign and execute Declaration, Affidavit, Consent Letter and/or such other document provided by Allottee.

7.4 FAILURE OF ALLOTTEE/ASSIGNEE TO TAKE POSSESSION OF APARTMENT: Upon receiving a written intimation from the Promoter as per Clause (7.1) above, the Allottee shall take possession of the said Apartment from the Promoter by executing necessary indemnities,

Consent letter, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the said Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in Clause (7.1) above, the Allottee shall continue to be liable to pay maintenance charges as applicable.

7.5 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 Promoter any structural defect in the said Apartment or the said 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 Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter compensation for such defect in the manner as provided under the RERA and Rules made thereunder; provided that if such defects are of minor nature and/or if the same have occurred due to any internal changes or alterations such as shifting of plumbing lines/water lines, enclosure of flower bed and duct area, change of flooring/bathroom tiles, any other changes or alterations etc. made by the Allottee in the said Apartment and/or by any other Allottee in the said Building in which the said Apartment is located, the Promoter shall not be responsible or liable to rectify the same and it shall be the liability and responsibility of the Allottee to carry out the same at his own cost and expense.

8. The Allottee along with other Allottees of the Apartment in the said Building in which the said Apartment is situated, shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the Application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws, rules and regulations, the Memorandum and/or Articles of Association, as the case may be, of the proposed Society, Association or Company and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register such Society, Association or Company. No objection shall be taken by the Allottee if any changes or modifications are made in the draft bye-laws, rules and regulations 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.

9.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company of the said Building, as aforesaid, cause to be transferred to such Society, Association or Company all the right, title and the interest of the Promoter in the structure of said Building in which said Apartment is situated.

9.2 The Promoter shall, within 12 months of completion of work of construction of the said ongoing Building and obtaining Occupancy Certificate and/or Building Completion Certificate in respect thereof, cause to be transferred by way of transfer to such Society, Association or Company as aforesaid, all the right, title and the interest of the Promoter in the Project Land on which said Building is constructed.

9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the said Apartment is ready for use and occupancy, 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 Project Land and buildings constructed thereon namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers, Property Tax, Electricity bills, water charges and all other expenses necessary and incidental to the management and maintenance of the Project Land and buildings constructed thereon. Until the Society, Association or Company of the said Building is formed and the said Building is transferred to it, the Allottee shall pay to the Promoter 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 Promoter provisional monthly contribution of Rs. _____/- per month towards the outgoings (24 months in advance). The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a Conveyance Deed of the said Building and the Project Land is executed in favour of the Society, Association or Company as aforesaid. On such Conveyance Deed being executed for the said Building aforesaid, deposits (less

deduction provided for in this Agreement) shall be paid over by the Promoter to such Society, Association or Company, as the case may be.

10. Upon taking possession of the said Apartment, the Allottee, if so desires to carry out any interior work in the said Apartment, he shall be bound to submit to the Promoter full-fledge drawings, plans, specifications etc. in respect thereof at least 15 days prior to commencing the same and he shall not commenced the same unless and/or without obtaining in writing permission from the Promoter for the same. Further in such eventuality the Allottee shall be bound to deposit with the Promoter Rs. _____/- (Rupees _____ Only) as interest free fit-out deposit (**Fit-out Deposit**) for carrying out interior work in the said Apartment, etc. and to ensure that there is no damage to the said Apartment or any damage to any other part of the in the Building in which the said Apartment is situate and/or the Facilities, Amenities etc. provided in the said Apartment and/or the said Building in which the same is situate. The said Fit-out Deposit shall be forfeited in the event of non-compliance with any of the terms and conditions as stated in the Promoter's/Assignor's NOC by the Allottee. Forthwith upon completion of the interior work of the said Apartment and the Project Architect issuing a Certificate that no damage to the said Apartment or any damage to any other part of the said Building/Facilities, Amenities etc. whatsoever has been caused due to interior work carried out in the said Apartment by the Allottee, the Promoter shall refund the said Fit-out Deposit at the time of hand over of the new Building to the Adhoc committee and/or to the Society subject to the terms set out in this Agreement, after deducting there from all such amounts in respect of damages, if any, caused to the said Apartment or any damage to any other part of the said Building/Facilities, Amenities etc. whatsoever has been caused due to interior work carried out in the said Apartment by the Allottee.

9. MACHINERY/EQUIPMENTS

1) Machinery/equipments viz STP, Generator system etc are manufactured by the some known brand having good reputation in the industry. They also come with warrantee/Guarantee period and after the period of warrantee/Guarantee the organization of the Allottee in the Project will be bound to award maintenance contract to well known

and reputed authorized service provider of the manufacturer. All machinery/equipment in spite of all precautionary measures may occasionally malfunction which cannot be avoided. The Allottee or its organization will not make any grievances about malfunctioning and will not hold Promoter responsible for such malfunctioning and any incidental loss or damages to the Allottee or anyone claiming through, by or under him.

- 2) Some of the equipments/amenities/facilities require regular maintenance service through authorized service provider to maintain it in proper condition. The organization of the Allottee in the Project will be responsible to award Annual Maintenance contract (**AMC**) to well known reputed authorized service provider of the equipment and to ensure that all consumable and spare parts of original equipments Manufacturer (**OEM**) are used and not any other substitute. If the organization of the Allottee in the Project fails to make AMC and/or replaces spare with other than OEM and said equipment get damaged, the Promoter will not be held responsible and liable for any damages to those equipments. Similarly, some of the equipments require regular operation maintenance and usage and if are left un-operated/unused for long time it may start rusting and may become redundant and unusable, therefore the organization of the Allottee in the Project will have to ensure that it is regularly used inspected and serviced. If the organization of the Allottee in the Project fails to maintain the same as per maintenance manual, the Promoter will not be responsible or liable for non-functioning and any loss or damages due to such non-functioning. If such equipments remain unused and get damaged, defect liability of such equipments will become automatically null and void. All that is provided hereinabove is applicable with respect to equipments and amenities provided in the Project such as Fire Prevention System, STP, DG Sets, OWC etc.
- 3) The organization of the Allottee in the Project shall at its own cost renew and maintain all AMC of all equipments viz. Lift, STP, Fire Fitting System, OWC etc. and all other amenities provided to the Project from the well known reputed authorized service providers. If the organization of the Allottee in the Project fails to renew any of the AMC and those equipments suffer damages the Promoter shall not be held responsible for any loss of life of property or damage or any untoward incident ensuing there from and it will be only the Allottee in the Project

and/or their organization shall be responsible and liable for the same and the Promoter shall have absolutely no liability whatsoever in that behalf.

- 4) The Allottee hereby agrees and undertakes that he will not do or omit to do any act which would damage said Apartment and/or any part of the building in which the same is situate and/or the said Project in general and/or any machinery/equipments provided in the said Project and/or the buildings therein and/or the other allottees in the Project and/or the Promoter and the Allottee does hereby indemnify, keep indemnified, harmless and defended the Promoter against all costs, expenses, charges and damages ensuing there from.

10. The Allottee shall on or before delivery of possession of the said Apartment pay to the Promoter, the following amounts:-

- (i) Rs. _____/- for share money, application entrance fee of the Society, Association or Company to be formed of the allottees in the said Building.
- (ii) Rs. _____/- for formation and registration of the Society, Association or Company to be formed of the allottees in the said Building.
- (iii) Rs. _____/- for proportionate share of taxes and other charges/levies in respect of the Society, Association or Company to be formed of the allottees in the said Building.
- (iv) Rs. _____/- for deposit towards provisional monthly contribution towards outgoings of Society, Association or Company to be formed of the allottees in the said Building.
- (v) Rs. _____/- For Deposit towards facilitating Water, Electric, and other utility and services connection charges for the said Building and/or the Project Land &
- (vi) Rs. _____/- for deposits of electrical receiving and Sub Station provided for said Building and/or the Project Land.

11. The Allottee shall pay to the Promoter sum of Rs. _____/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at- Law/Advocates of the Promoter in connection with formation of the said Society, Association or Company to be formed of the Allottee in the said Building and for preparing its rules, regulations

and bye-laws and the cost of preparing and engrossing the Conveyance Deed.

12.The Promoters have informed the Allottee that the Promoters responsibility is restricted upto the obtainment of water connection from the said Corporation and/or other Local Authorities. The Promoter is no way responsible for its non availability. The Promoter is only the facilitator and not the water provider.

13.The Allottee shall on or before delivery of possession of the said Apartment pay to the Promoter Service Tax, VAT, LBT, GST any other future levies/taxes) taxes as applicable from time to time with respect to allotment of the said Apartment to the Allottee and this Agreement.

14.The Allottee shall on or before delivery of possession of the said Apartment pay to the Promoter the amounts and sums being his proportionate share towards development charges, betterment charges, municipal charges, charges/taxes for land under development, balcony premium etc. in proportion to the area of the said Apartment. The amounts and the sums so to be paid by the Allottee shall be decided by the Promoter and the same shall not be disputed by the Allottee anytime thereof.

15.It is specifically agreed and understood that aforesaid amounts shall be paid by the Allottee to the Promoter to defray the cost, expenses, charges etc. made and/or may be required to be incurred by the Promoter from time to time and hence if there is any additional cost, expenses, charges etc. required to be paid in these regards, the Allottee shall be liable to pay the same when demanded. It is made clear and specific that the Promoter shall not be under obligation to maintain separate account in these regards, nor liable to give account thereof to the Allottee hereto, nor the Allottee shall be entitled to demand the same.

16.The Promoter shall, only after completing the construction of the said Building in which the said Apartment is situated as per the said Approved Plans and/or as per the revised/amended plans with the use and utilization of additional FSI which have been approved by the Promoter from said Corporation and other concerned Authority from time to time as stated

hereinabove and after obtaining Occupancy Certificate and/or Building Completion Certificate in respect of said Building cause to be transferred to the Society, Company or Association of the Allottee of the Apartment in said Building all the right, title, claim and interest in the Project Land on which said Building is situated and said Building by obtaining or by executing necessary Conveyance Deed or any other deed/document. Time for execution of such Conveyance or any other deed/document of transfer in the manner as aforesaid shall arrive only after the entire development of the Project Land in the manner stated herein is completed by the Promoter in all respects. The Allottee shall also not be entitled to demand such Conveyance Deed until such time.

17. At the time of registration of Conveyance Deed the structure of the said Building and the Project Land, the Allottee shall pay to the Promoter, the Allottee's share of Stamp Duty and Registration Charges payable, by the Society, Association or Company on such Conveyance Deed or any document or instrument of transfer in respect of the said Building. At the time of registration of Conveyance Deed of the Project Land, the Allottee shall pay to the Promoter, the Allottees' share of Stamp Duty and Registration Charges payable by the Society, Association or Company on such Conveyance Deed or any document or instrument of transfer the Project Land to be executed in favour of the Society, Association or Company. The Society, Association or Company shall not claim any maintenance charges for the unsold flats, Apartments and/or Premises in the Project.

18. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows:

- i. The Promoter has clear and marketable title with respect to the Project Land as declared in the Title Report annexed to this Agreement and have the requisite rights to carry out development upon the Project Land and also have actual, physical and legal possession of the Project Land for implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project;

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

iv. There are no litigations pending before any Court of law with respect to the Project Land or Project except those disclosed in the Title Report.

v. All Approvals, Licenses and Permits issued by the Competent Authorities with respect to the Project, the Project Land and said Building 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, the Project Land and said Building shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, said Building and common areas;

vi. The Promoter has 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 Promoter has not entered into any agreement for sale and/or Development Agreement or any other Agreement/ arrangement with any person or party with respect to the Project Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from allotting the said Apartment to the Allottee in the manner contemplated in this Agreement;

ix. The Promoter does hereby agree to execute and sign any further Agreement, Power of Attorney, Declaration and any further document or writing in the manner as may be required for getting effected the transfer and assignment of the said Apartment in the name of and in the hands of the Allottee; provided that all costs, charges and expenses in these regards shall be borne and paid by the Allottee;

x. At the time of execution of the Conveyance Deed of the structure of the said Building to the Society, Association or Company of the Allottee, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure of the said Building to such Society, Association or Company, subject to the Rules and Regulations of said Corporation for the time being in force;

xi. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the Competent Authorities till possession of the said Building is handed over to the Society, Association or Company of the Allottee therein;

xii. 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 Project Land) has been received or served upon the Promoter in respect of the Project Land and/or the Project except those disclosed in the Title Report.

xiii. The Parking is allotted to the Allottee who has/have demanded parking to the Promoter. The Allottee/s to whom the parking is not allotted shall not take the objection for the allotment of Parking in favour of Allottee.

19. The Allottee or himself with intention to bring all persons into whosoever hands the said Apartment may come, hereby covenants with the Promoter as follows :-

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

ii. Not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building in which the said

Apartment is situated or storing of which goods is objected to by the concerned Local or other Authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the said Building in which the said Apartment is situated or the said Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii. 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 Promoter to the Allottee and shall not do or suffer to be done anything in or to the said Building in which the said Apartment is situated or the said Apartment 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.

iv. 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 said 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 tenable repair and condition and in particular, so as to support shelter and protect the other parts of the said 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, Partis or other structural members in the said Apartment without the prior written permission of the Promoter and/or the Society, Association or Company of the Allottee in the said Building.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land and the said 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.

vi. 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 Project Land and the said Building in which the said Apartment is situated.

vii. Pay to the Promoter within fifteen days of demand by the Promoter his share of security deposit demanded by the concerned local authority or Government with respect to the said Building in which the said Apartment is situated.

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Apartment by the Allottee for any purposes other than for the purpose for which the same is allotted.

ix. Not to erect or fix grills to windows, balconies, other openings in the said Apartment otherwise than the design and specifications finalized by the Promoter which have been made known to the Allottee.

x. The Allottee shall not put up and display its glow sign name board and steel letters and other sign boards on the outer portion of the said Apartment in any manner whatsoever.

xi. The Allottee shall not put up any window air conditioners on the Apartment. All the split/cassette / VRV etc. conditioners that will be installed in the Apartment shall have their outdoor units only at the designated areas;

xii. The Allottee shall not under any circumstances carry out any interior or exterior work in the said Apartment in any manner which shall change, modify or affect the elevation and / or exterior of the building;

xiii. The Allottee shall not to put up or erect or stick any sign board / name plate on the external façade of the building. The signage in the entrance lobby of the building and floor lobby shall also be only as per the specifications and sizes finalized by the Promoter;

xiv. The Allottee shall not be allowed to park the vehicles, cars, etc. in any open space other than the said Parking Space;

xv. The common amenities provided by the Promoter shall always remain to be the joint property of all the Allottee of the Apartment in the said building and the same shall be available for use of the all Allottee the manner of which shall be governed by the separate Society, Association or Company of the Allottee.

xvi. 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 Promoter under this Agreement are fully paid up and until the Society, Association or Company of the Allottee in the said Building is formed and registered and the said Building is handed over to such Society, Association or Company as the case may be and if the Allottee transfers the said Apartment and said Parking Space to any third party before such time, the Allottee shall have to obtain written consent and no objection from the Promoter.

xvii. The Allottee shall observe and perform all the rules and regulations of said Corporation for the time being in force and the rules and regulations which the Society, Association or Company of the Allottee of the said Building 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 said Apartment 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, Association or Company of the Allottees of the said Building regarding the occupancy and use of the Apartment in the said 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.

xviii. Till a Conveyance Deed of the structure of the said Building in which said Apartment is situated is executed in favour of Society, Association or Company of the Allottees in the said Building, the Allottee shall permit the Promoter and its surveyors and agents, with or without

workmen and others, at all reasonable times, to enter into and upon the said Building or any part thereof to view and examine the state and condition thereof.

xix. Till a Conveyance Deed of the Project Land on part of which the said ongoing Building in which said Apartment is situated is executed in favour of Society, Association or Company, the Allottee shall permit the Promoter and its 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.

20. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Society or Association or Company or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

21. 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 and said Building or any part thereof and/or of any part of the Project Land. 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 Promoter until the structure of the said Building and the Project Land is transferred by way of lease to the Society, Association or Company or other body of the Allottees in the said Building.

22. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement it 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 said Apartment, however the Promoter shall be free and entitled to give to the Allottee, if so required, no objection/consent Letter for Allottee to obtain loans and finances with respect to the said Apartment and to create mortgage or charge in respect of the said Apartment.

23. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter 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 Promoter, then the Promoter 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 paid 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, along with its schedules and annexure, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment, the said Building and/or the Project Land or any part thereof, as the case may be.

25. RIGHT TO AMEND

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

26. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTEE/ASSIGNEE /SUBSEQUENT ALLOTEE/ASSIGNEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee 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 RERA or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to RERA and/or the Rules and Regulations made there under and/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 in Project, the same shall be in proportion to the carpet area of the said Apartment to the total carpet area of all the Apartment in the Project.

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 Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement which shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Bhiwandi.

31. The Allottee and/or Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by

the Registration Act and the Promoter will attend such office and admit execution thereof.

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

Name of Allottee: _____

(Allottee Address) _____

Notified Email ID: _____

Name of Promoter: M/s. GIRIRAJ REALTORS

(Promoter Address) : 103, Marotraoji Bhawan, Dr. Moose Road, Talao Pali, Thane West 400602.

Notified Email ID: sales@sarvodaygreens.com

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

33. JOINT ALLOTTEE

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

34. STAMP DUTY AND REGISTRATION: The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee. Likewise the Allottee shall be liable to bear and pay G.S.T. as applicable from time to time.

35. DISPUTE RESOLUTION: Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably the same shall be referred to the Regulatory Authority as per the provisions of RERA and Rules and Regulations, there under.

36. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts specified under RERA will have the jurisdiction for this Agreement.

THE FIRST SCHEDULE REFERRED TO ABOVE

All that piece and parcel of plot of land bearing **Survey No. 107, Hissa no.1, admeasuring 0H-03R-0P equivalent to 300 sq. meters** lying, being and situate at village Temghar, Taluka Bhivandi, District Thane within the limits of Bhivandi Nizampur City Municipal Corporation.

THE SECOND SCHEDULE REFERRED TO ABOVE

All that piece and parcel of plot of land bearing **Survey No. 90, Hissa no.4, admeasuring 0H-04R-0P equivalent to 400 sq. meters** lying, being and situate at village Temghar, Taluka Bhivandi, District Thane within the limits of Bhivandi Nizampur City Municipal Corporation.

THE THIRD SCHEDULE REFERRED TO ABOVE

All that piece and parcel of lands bearing **Survey No.89 Hissa no.2/1 totally admeasuring 0H-03R-0P** lying, being and situate at village Temghar, Taluka Bhivandi, District Thane within the limits of Bhivandi Nizampur City Municipal Corporation.

THE FORTH SCHEDULE REFERRED TO ABOVE

All that piece and parcel of plot of land bearing **Survey no.90 Hissa no.3 totally admeasuring 0H-020R-7P** lying, being and situate at village Temghar, Taluka Bhivandi, District Thane within the limits of Bhivandi Nizampur City Municipal Corporation.

THE FIFTH SCHEDULE REFERRED TO ABOVE

All that piece and parcel of plot of land bearing **Survey No.110 Hissa no.2, area admeasuring 0H-07R-0P 700 sq.mtrs** lying, being and

situate at village Temghar, Taluka Bhivandi, District Thane within the limits of Bhivandi Nizampur City Municipal Corporation.

THE SIXTH SCHEDULE REFERRED TO ABOVE

All that piece and parcel of plot of land bearing Survey No.110 Hissa no.1, now bearing New Survey No.110, Hissa No.1/6, area admeasuring 0H-26R-0P i.e 26 Gumthas lying, being and situate at village Temghar, Taluka Bhivandi, District Thane within the limits of Bhivandi Nizampur City Municipal Corporation.

THE SEVENTH SCHEDULE REFERRED TO ABOVE

All that piece and parcel of plot of land bearing **Survey No.107 Hissa no.2, area admeasuring 0H-42R-0P i.e 42 Gumthas** lying, being and situate at village Temghar, Taluka Bhivandi, District Thane within the limits of Bhivandi Nizampur City Municipal Corporation.

THE EIGHT SCHEDULE REFERRED TO ABOVE

All that piece and parcel of plot of land bearing **Survey No.110 Hissa no.1/2, Now bearing New Survey No.110, Hissa No.1/7, area admeasuring 0H-17R-0P i.e 17 Gumthas** lying, being and situate at village Temghar, Taluka Bhivandi, District Thane within the limits of Bhivandi Nizampur City Municipal Corporation.

THE NINTH SCHEDULE REFERRED TO ABOVE

(Project Land)

The part portion of land admeasuring about _____ sq.mtrs. out of the land described in one to eighth schedule hereinabove written.

THE TENTH SCHEDULE REFERRED TO ABOVE

(Apartment)

The Residential Flat/Apartment bearing No._____ having Carpet area _____ sq.mtrs. i.e. _____ sq. ft. plus usable O.P area is _____ sq.mtrs i.e _____ sq.ft. on _____ floor in Building No._____ being one of the said Ongoing Building i.e. Phase-__being constructed on the Project Land.

IN WITNESS WHEREOF the parties here to have hereunto set and subscribed their respective hand on the day and year written hereinabove.

SIGNED, SEALED AND DELIVERED By the)
withinnamed the **PROMOTERS**)
M/s. GIRIAJ REALTORS)
Through its Partner)
Shri. _____)
in the presence of)

1.

2.

SIGNED AND DELIVERED By the)
withinnamed the **ALLOTTEE**)
1) MR./MRS. _____)
)
2) MR./MRS. _____)
in the presence of)

1.

2.

