

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made and entered into at **Thane** this ____ day of _____ in the Christian Year Two Thousand Twenty Three (**2023**)

BETWEEN

SAPTASHREE REALITY PVT. LTD., a Company duly registered under the Companies Act, 1956, PAN: AAMCS0573K through its Director **SHRI. AMARSINGH NARAYANSINGH THAKUR**, Age: 62 yrs., PAN: AAPPT4837R /**SHRI. SOHANSINGH A. THAKUR**, Age: 35 yrs., PAN: AFLPT7431A having Registered Office at- 111, Horizon Towers, Bhakti Mandir Road, Hari Niwas, Naupada, Thane (West) 400 602, hereinafter referred to as **PROMOTER** (which expression shall, unless be repugnant to the context or meaning thereof, mean and include its assigns and representatives) of the **ONE PART**

AND

Shri./Smt. (1) _____, PAN _____, Age ____ years, **(2) Shri/Smt.** _____, PAN _____, Age ____ years, Indian Inhabitants, having address at _____/M/s. _____, a Partnership Firm duly registered under the Indian Partnership Act, 1932, PAN: _____ through its Partners **Shri./Smt. (1)** _____, PAN _____, Age ____ years, **(2) Shri/Smt.** _____, PAN _____, Age ____ years, having address at _____/ _____, a Company duly incorporated under The Companies Act, 1956, PAN: _____ having address at _____ through its Authorized Directors **Shri./Smt.** _____, PAN _____, Age ____ years, vide Resolution dtd. _____ passed in the Meeting its Board of Directors, hereinafter referred to as the **ALLOTTEE** (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his/their heirs, executors, administrators and assigns/mean and include all the Partners for the time being constituting the said firm, their survivors and their respective heirs, executors, administrators and assigns/ its successors and assigns) of the **OTHER PART**

WHEREAS:-

A. At all the relevant times Shri. Jagan alias Jagannath Bhoir (since deceased) (for short called **Jagan**) and his wife Smt. Bali Jagan Bhoir (since deceased) (for short called **Bali**) along with their five sons namely; (i) **Dashrath**, (ii) **Madhukar**, (iii) **Bharat** (since deceased), (iv) **Sharad** (since deceased) and (v) **Deepak** (since deceased) and one married daughter **Smt. Revati Harishchandra Patil** (maiden name Smt. Revati Jagan Bhoir) (for short called **Revati**) were fully seized and possessed of and had been cultivating all that piece and parcel of the agricultural land bearing Survey No.7, subsequently numbered as: (i) City Survey No.405 area 8.2 Sq.mts., (ii) City Survey No.515 area 25 Sq.mts., (iii) City Survey No.517 area 32.7 Sq.mts., (iv) City Survey No.518 area 39.5 Sq.mts., (v) City Survey No.519 area 8.7 Sq.mts., (vi) City Survey No.520 area 8.7 Sq.mts., (vii) City Survey No.521 area 14 Sq.mts., (viii) City Survey No.522 area 16 Sq.mts., (ix) City Survey No.523 area 19.5 Sq.mts., (x) City Survey No.632 area 18 Sq.mts., (xi) City Survey No.633 area 16.5 Sq.mts. and (xii) City Survey No.639-B area 2723.2 Sq.mts., thus in aggregate area 2930 Sq.mts. situate at Village Kolshet, Taluka & District Thane and within the limits of Thane Municipal Corporation (**TMC**), Registration District & Sub-District Thane (hereinafter collectively referred to as **Larger Land**).

B. Being fully seized and possessed of and cultivating the said Larger Land, said Jagan and his wife said Bali initiated Revenue proceedings before the concerned Revenue Authority under Sec.70B and Sec.32G of The Bombay Tenancy and Agricultural Lands Act, 1948 (for short called **BTAL Act**) and Rules made thereunder to be declared as Protected Tenants and Deemed Purchasers of the said Larger Land, wherein the concerned Revenue Authority on conducting enquiry stipulated under BTAL Act, passed Order holding and declaring said Jagan and his wife said Bali as Protected Tenants and Deemed Purchasers of the said Larger Land and decided the purchase price of the same and on payment thereof, the concerned Revenue Authority issued Certificate dtd. 19/08/1989 under Sec.32-M of the said BTAL Act vide No.32-M-BTAL ACT- 4077 declaring that the said Jagan and his wife said Bali to be such Protected Tenants and Deemed Purchasers and with that said Jagan and his wife said Bali became the absolute owners and fully seized and possessed of and otherwise well and sufficiently entitled to the said Larger Land.

C. Meanwhile said Jagan died intestate in the year 1984 and with that his wife said Bali (since deceased) and their above named five sons namely; (i) Dashrath, (ii) Madhukar, (iii) Bharat (since deceased), (iv) Sharad (since deceased) and (v) Deepak (since deceased) and one married daughter said Revati (for brevity hereinafter referred to as **Dashrath & Others**) became absolute owners and fully seized and possessed of and otherwise well and sufficiently entitled to the said Larger Land. Said Deepak was unmarried and he died intestate in the year 2005. Said Sharad died intestate on 01/03/2011 and his wife Manisha predeceased on 11/09/2000 childless. Said Bali died intestate in the year 2012. Said Bharat died intestate in the year 2017 survived by his wife Smt. Anita Bharat Bhoir (for short called **Anita**) and two daughters Kum. Tanvi Bharat Bhoir (for short called **Tanvi**) and Kum. Janvhi Bharat Bhoir (for short called **Janvhi**). In the result said Dashrath, said Madhukar, said Revati, said Anita and her two daughters said Tanvi and Janvhi (for brevity hereinafter collectively referred to as **Owners**) became the absolute owners and fully seized and possessed of and otherwise well and sufficiently entitled to the said Larger Land and accordingly from time to time their names came to be so mutated in 7/12 Extract and Property Card Extracts pertaining to the said Larger Land.

D. The said Dashrath & Others submitted Application No.T.D./Te.6/Kuv/VP/S.R. 62/2013 to the Sub-Divisional Officer, Thane under Sec.43(1) of BTAL Act seeking permission to sell and transfer the said Larger Land which came to be allowed by Order dtd. 03/06/2013 permitting said Dashrath & Others to sell and transfer the said Larger Land on the terms and conditions mentioned therein.

E. As per Sanctioned Development Plan (**D.P. Plan**) of TMC, total area admeasuring 206.8 sq.mts. of the lands mentioned at Sr.No.(1) to (11) in the Para No.(A) hereinabove and part portion of the land admeasuring 479.42 sq.mtrs out of land bearing City Survey No.639-B mentioned at Sr.No.(12) in the Para No.(A) hereinabove; and thus area totally admeasuring 686.22 sq.mtrs (for brevity hereinafter collectively referred to as **Reserved Land**) out of the said Larger Land was reserved for widening of adjoining Kolshet Road and in due course TMC acquired and took over

possession of the same and has used and utilized the same for widening of adjoining Kolshet Road.

F. In view of TMC having acquired and taken over the said Reserved Land for Public Road as aforesaid, the said Owners became owners and fully seized and possessed of and otherwise well and sufficiently entitled to the land admeasuring 2243.78 sq.mtrs. being major part of the land bearing City Survey No.639-B (which is hereinafter referred to as **Project Land**) out of the said Larger Land. The Project Land is more particularly described in the **First Schedule** hereunder written and boundaries thereof are shown by Alphabets _____ on the Sketch hereto annexed marked **Annexure-A**. The copy of the Property Card Extract pertaining to the Project Land is hereto annexed marked **Annexure-B**.

G. The said Owners have made and executed Development Agreement dtd.29/09/2022 in favour of the Promoter herein, which is registered at Sr.No.TNN-9-14486/2022 in the Office of Sub-Registrar Thane (for short called **Development Agreement**) whereby the Owners have given and assigned to the Promoter herein all the rights, powers and authority to develop the said Larger Land, which included the Project Land and the said Reserved Land, by constructing multi-storey building on the Project Land with the use and utilization of Floor Space Index (**FSI**), Transferable Development Rights (**TDR**) in respect of the said Larger Land i.e. the Project Land and the said Reserved Land; and all other FSI/TDR as permissible/available for the same as per the Unified Development Control and Promotion Regulation (**UDCPR**) as applicable and in force from time to time; at and for the price/consideration partly in the form of Monetary Consideration to be paid to the said Owners as per the schedule of payment mentioned therein and partly in form of Constructed Premises to be allotted to the said Owners free of cost; being certain flats/shops in the new building to be constructed on the Project Land on ownership basis (hereinafter for brevity referred to as **Owners' Premises**) and certain Parking Spaces in the Stilt (Part) /Mechanized Parking in such new building/open Parking Area (hereinafter for brevity referred to as **Owners' Parking Spaces**) with rights, powers and authority for the said Owners to retain all or part of the same for them and/or to sell, transfer, assign, give

and allot all or some of the same to prospective purchasers on ownership basis and in lieu thereof and against the same; the Owners herein have given and assigned to the Promoter herein all rights, powers and authority to retain all other flats/shops in the new building to be constructed on the Project Land excluding the said Owners' Premises and all other Parking Spaces in the Stilt (Part) /Mechanized Parking in such new building/open Parking Area excluding the said Owners' Parking Spaces and/or to sell, transfer, assign, give and allot all or some of the same to prospective purchasers on ownership basis. Simultaneously with the execution of the said Development Agreement, said Owners handed over vacant, peaceful and physical possession of the Project Land to the Promoter herein to deal with and develop the same with construction of new building thereon by obtaining necessary permissions, sanctions and approvals from TMC and other concerned Authorities.

H. Simultaneously with the execution of the said Development Agreement, said Owners executed:- (i) Power of Attorney dtd.29/09/2022, registered at Sr.No.TNN-9-14488/2022 in the Office of Sub-Registrar Thane (hereinafter referred to as **Power of Attorney**) and thereby appointed, nominated and constituted the Promoter herein and its Directors as true and lawful Attorney to do, execute and perform all and whatsoever acts, deeds, things and matters in relation to and concerning the development of the Project Land and to effectively deal with, develop and carryout all necessary acts, deeds, things and matters in that behalf and (ii) Deed of Declaration/Indemnity dtd.29/09/2022, registered at Sr.No.TNN-9-14490/2022 in the Office of Sub-Registrar Thane (hereinafter referred to as **Declaration/ Indemnity**) agreeing to indemnify, keep indemnified, harmless and defended the Promoter herein and its Directors with regard to all and whatsoever information given and representations made by them as mentioned in the said Development Agreement and the said Power of Attorney with regard about their being absolute owners and fully seized and possessed of and otherwise well and sufficiently entitled to said Larger Land which included the Project Land and their Title to the same being clear and marketable and free from all and whatsoever encumbrances.

I. Thus by and under the said Development Agreement, the said Power of Attorney and said Indemnity/Declaration; the Promoter herein has become entitled to register the Project of development of the Project Land as per the provisions of the Real Estate (Regulation & Development) Act, 2016 (**RERA**) and Rules and Regulations made thereunder and to sell/allot all other flats/shops; excluding the said Owners' Premises; in the new building to be constructed/being constructed on the Project Land to prospective purchasers on ownership basis by executing Agreements prescribed under RERA and Rules and Regulations made thereunder and to allot to such prospective purchasers all other Parking Spaces in the Stilt (Part) /Mechanized Parking in such new building/open Parking Area; excluding the said Owners' Parking Spaces; and receive and appropriate all price, costs, charges, monies, fees etc. from such prospective purchasers. Further under the said Development Agreement, the said Owners also have become entitled to sell and allot on ownership basis flats/shops of and from the said Owners' Premises to prospective purchasers and allot Parking Spaces of and from the said Owners' Parking Spaces by executing Agreements prescribed under RERA and Rules and Regulations made thereunder and to receive and appropriate all price, costs, charges, monies, fees etc. from such prospective purchasers.

J. Further under the said Development Agreement it is agreed by and between the said Owners and the Promoter herein that Co-operative Housing Society or Association of such prospective purchasers shall be formed and registered as prescribed under RERA and Rules and Regulations made thereunder and the said Owners with the confirmation of the Promoter herein shall finally transfer and convey the Project Land with building newly constructed thereon to such Society or Association of such prospective purchasers by executing and registering Deeds, Documents, Instruments etc.

K. In order to develop the Project Land in the manner as aforesaid, the Promoter herein entered into standard Agreement with Architect Mr. Sandip Prabhu for M/s. SAAKAR, duly registered with the Council of Architecture (hereinafter referred to as **Architects**) and also with Structural Engineer R. C. Tipnis (hereinafter referred to as **Structural Engineer**) for the purpose of

preparation of the layouts, plans, specifications, drawings, structural designs etc. of the building to be constructed on the Project Land and carrying out development thereof with the construction of new building thereon and has agreed to accept the professional supervision of the said Architect and the said Structural Engineer till the completion of the project of development of the Project Land as stated above, subject to their performing their professional duties with due diligence and expediency, however reserving rights and authority to change, replace or substitute them solely at its discretion and if deemed fit and proper.

L. Shri. R. D. Rashinkar, Advocate has issued Title Report dtd._____ in consonance with RERA to the effect that the Title to the Project Land is clear and marketable and free from all encumbrances and the Promoter herein is entitled to develop the Project Land and copy thereof is hereto annexed marked **Annexure-C**.

M. The Promoter herein through the above mentioned Architects and Engineers submitted plans to TMC for development of the Project Land which TMC approved and issued Commencement Certificate by TMC vide V.P. No.S05/0053/12/TMC/TDD/4415/23 dtd.07/06/2023 (for short called **Approved Plans & Commencement Certificate**) presently permitting construction of new building having St. (Pt.)/Gr.(Pt.) plus 15th Floors having Residential Flats and Shops (hereinafter referred to as the '**said Building**') on the Project Land with facility of Parking Spaces in the Stilt (Part) /Mechanized Parking in said Building/open Parking Area (hereinafter referred to as the '**said Parking Spaces**') and copy of the location map being a part of the said Approved Plans & Commencement Certificate issued by TMC are annexed hereto marked **Annexure-D & E** respectively.

N. The Promoter herein while obtaining sanction to the said Approved Plans and said Commencement Certificate from TMC has paid to TMC scrutiny fees, development charges, betterment charges, various other charges, costs, expenses, levies, premia etc., which are so payable under UDCPR.

O. While sanctioning the said Approved Plans and issuing Commencement Certificate, TMC has laid down certain terms,

conditions, stipulations and restrictions, which are to be observed and performed by the Promoter herein while developing the Project Land and constructing the said Building with facility of said Parking Spaces thereon and only upon due observance and performance of which Completion/Occupation Certificates for the said Building and said Parking Spaces which would be constructed on the Project Land would be granted by TMC.

P. In view of the said Development Agreement and the said Power of Attorney and said Declaration/Indemnity the Promoter herein became entitled to develop the Project Land by constructing said Building with facility of said Parking Spaces thereon as per the said Approved Plans with changes and modifications therein from time to time as deemed fit and proper by the Promoter by obtaining sanction and approval for such modified plans from concerned Authorities.

Q. Further in view of the said Development Agreement, said Power of Attorney and said Declaration/Indemnity, the Promoter herein is free and entitled to sell/allot the Residential flats and shops; excluding the said Owners' Premises; to prospective purchasers on ownership basis with allotment of parking spaces of and from the said Parking Spaces; excluding the said Owners' Parking Spaces; and the said Owners are free and entitled to sell/allot the Residential flats and shops of and from the said Owners' Premises to prospective purchasers on ownership basis with allotment of parking spaces of and from the said Owners' Parking Spaces.

R. The Promoter has proposed to use and utilize additional/floating FSI, TDR and all other benefits in carrying out development of the Project Land and/or any other land or property to construct some additional floors and make additional construction in the said Building with facility of additional Parking Spaces on the Project Land and for that purpose, the Promoter herein shall be free and entitled to revise and modify the said Approved Plans and submit the same to TMC and other concerned Authorities and obtained sanctions and approvals for the same and tentative copies of such revised and modified plans have been shown to and seen and inspected by the Allottee herein and Allottee herein has no-objection and gives consent for the same and agree not to raise any dispute about the same.

S. The Promoter is developing the Project Land with construction of the said Building with facility of said Parking Spaces (for brevity hereinafter referred to as 'the said **Project**') to sell and allot all Residential Flats and Shops in the said Building; excluding the said Owners' Premises with facility of Parking Spaces of and from the said Parking Spaces; excluding the said Owners' Parking Spaces and said Owners to sell and allot Residential Flats and Shops of and from the said Owners' Premises with facility of Parking Spaces of and from the said Owners' Parking Spaces to prospective purchasers on ownership basis by executing Agreements as per the provisions of Real Estate (Regulations & Development) Act, 2016 (**RERA**) and the Rules made thereunder.

T. The Allottee has applied to the Promoter for allotment on ownership basis Residential Flat/Shop bearing No._____ having _____ sq.mtrs. i.e. _____ sq.ft. Carpet area to be comprising of areas inside of wall to wall and of the Balcony, Enclosed Balcony, Cupboard, Service Yard and Dry Area in the said Building to be constructed on the Project Land (hereinafter referred to as **Apartment**) and the same is more particularly described in **Second Schedule** written hereunder and the Floor Plan whereof is annexed hereto marked **Annexure-F** with facility of allotment of _____ parking space/s in the Stilt (Part) of the said Building/Mechanized Parking facility to be erected on part portion of the Project Land (hereinafter referred to as **Parking Space**) with the condition that the location of the said Parking Space shall be decided and finalized by the Promoter at appropriate time.

U. The Parties have gone through all the terms and conditions set out in this Agreement and understood and accepted their mutual rights and obligations detailed herein and the Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the said Building.

V. The Parties relying on the confirmations, representations and assurances of each other and having faithfully agreed to 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.

W. The Allottee has demanded from the Promoter and the Promoter has also furnished to the said Allottee inspection of all the documents pertaining to title of the Project Land, tentative location and building plans, the said Approved Plans & Commencement Certificate, various other permissions, sanctions and approvals, said Revised Plans etc. and of such other documents as are specified under RERA and the Rules made thereunder. The Allottee has satisfied himself/herself/itself with all the documents as aforementioned and the Promoter's rights to the Project Land and to construct the said Building thereon and the Allottee hereby explicitly agrees not to raise any dispute, complaint and/or grievance of any nature whatsoever with respect to the same. The Allottee further hereby confirms that there shall be no further investigation or objection by the Allottee in that regard and is fully satisfied of the competency of the Promoter to enter into this Agreement. The Allottee does hereby agree and undertake to be bound by all the terms and conditions imposed by various Authorities with regard to various sanctions, permissions, approvals etc. including the said Approved Plans at all the time.

X. As per Sec.13(1) of RERA, the Promoter is required to execute written Agreement for sale and allotment of the said Apartment to the Allottee being in fact these Presents and the Allottee shall register the same with the Registering Authority with intimation to the Promoter and by paying the requisite Stamp Duty and Registration Charges thereon.

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

1. The Promoter shall construct the said Building on the Project Land in accordance with the said Approved Plans & Commencement Certificate and/or said Revised Plans and/or further amended plans, designs and specifications as and when got approved by the Promoter from TMC and/or other the concerned Authorities from time to time. The Promoter has proposed to use and utilize additional/floating floating FSI, TDR and all other benefits which may become available and permissible in future in respect of the Project Land and/or any other land or property to construct some additional floors and construction in the said Building to be constructed and for that purpose has submitted the

said Revised Plans to TMC and other concerned Authorities making amendments to the Approved Plans & Commencement Certificate and obtain sanction for the same from TMC and/or other concerned Authorities and to carry on construction the said Building on the Project Land accordingly; Provided that the Promoter shall have to obtain prior no objection and consent in writing of the Allottee 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) The Allottee does hereby agree to purchase and acquire from the Promoter and the Promoter does hereby agree to sell and allot to the Allottee on ownership basis the said Apartment, i.e. a Residential Flat/Shop bearing No._____ having ____ sq.mtrs. i.e. _____ sq.ft. Carpet area to be comprising of areas inside of wall to wall and of the Balcony, Enclosed Balcony, Cupboard, Service Yard and Dry Area in the said Building to be constructed on the Project Land, which is hereinafter referred to as **Apartment** and more particularly described in the **Second Schedule** hereunder written and a Floor Plan whereof is annexed hereto marked **Annexure-F**, with facility of allotment of ____ parking space/s in the Stilt (Part) of the said Building/Mechanized Parking facility to be erected on part portion of the Project Land (hereinafter referred to as **Parking Space**), with the condition that the location of the said Parking Space shall be decided and finalized by the Promoter at appropriate time, at or for the price/consideration of Rs._____/ - (Rupees _____ only) which includes the proportionate price of the common areas and facilities to be provided and the nature, extent and description of which is more particularly described in the **Third Schedule** hereunder written.

1. (b) The Allottee shall pay to the Promoter the aforesaid agreed price/consideration of Rs._____/ - (Rupees _____ only) inclusive of the proportionate price of the said Common Areas and facility of _ Parking Space at _ level of the said Building (hereinafter referred to as Parking Space), the location of which shall be decided and finalized by the promoter at appropriate time and the Schedule of the Payment of the same is as under:

- i. Rs. _____/- (Rupees _____ only) being 30% by A/c. Payee Cheque No. _____ dtd. _____ drawn on _____ Bank, _____ Branch paid on or before execution of these presents, the payment and receipt whereof the Promoter does hereby admit and acknowledge.
- ii. Rs. _____/- (Rupees _____) to complete 45% to be paid on completion of the Plinth of the said Building.
- iii. Rs. _____/- (Rupees _____) to complete 70% to be paid on completion of the slabs including podiums and stilts of the said Building.
- iv. Rs. _____/- (Rupees _____) to complete 75% to be paid on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- v. Rs. _____/- (Rupees _____) to complete 80% to be paid on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
- vi. Rs. _____/- (Rupees _____) to complete 85% to be paid on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the said Building.
- vii. Rs. _____/- (Rupees _____) to complete 95% to be paid on completion of the lifts, water pumps, electrical fittings, paving of areas appurtenant etc. with respect to the said Building.
- viii. Rs. _____/- (Rupees _____) being 5% being the balance payment 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. (c) 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 Promoter, 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/her/its share to be in proportion to the price paid or payable by the Allottee as and when demanded by the Promoter.

1. (d) 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. (e) 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 45 (Forty-Five) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. 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. (f) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her/it under any head(s) of dues against lawful outstanding, if any, in his/her/its 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/her/its payments in any manner.

1. (g) The price of the said Apartment being above Rs.50,00,000/- (Rupees Fifty Lacs Only); the Allottee is bound under Income Tax Act to deduct Tax at source at the rate of 1% on the payments of

the price made under these presents and accordingly the Allottee agrees and undertakes to comply with the said provision and in the event of any violation thereof and consequences ensuing of and from the same, the Allottee alone shall be liable in that behalf and the Promoter stands fully indemnified and discharged in these regards.

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 the concerned local authority at the time of sanctioning the said Approved Plans & Commencement Certificate or thereafter at the time of sanctioning the amended plans 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 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 allottees of the apartments 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 installment 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 (b) herein above.

3. The Promoter hereby declares that the FSI, TDR and other benefits available as on date for development of the Project Land is 2888.73 sq. mtrs. only and the same is so approved and sanctioned as per the said Approved Plans and Promoter has planned to utilize FSI, TDR and other benefits for further development of the Project Land which would become available on payment of premiums or FSI, TDR and other benefits available as incentive FSI, TDR and other benefits by implementing various Scheme for development of the Project Land as mentioned in UDCPR from time to time or based on expectation of increased FSI, TDR and other benefits which may be available in future on modification to UDCPR, which are applicable to the said Project. The Promoter has disclosed to the Allottee such FSI, TDR and

other benefits as proposed to be utilized by the Promoter in the development of the Project Land 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 Promoter by utilizing such proposed FSI, TDR and other benefits and on the understanding that such proposed FSI, TDR and other benefits shall always belong to Promoter only.

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, 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 and in such eventuality the Promoter shall be entitled to levy additionally GST and/or any other applicable taxes, charges, levies etc. to be paid over to the Government and/or other concerned Authorities.

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 installments, 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 (Thirty) days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said Building and the said Apartment as are set out in **Annexure-G** annexed hereto.

6. The Promoter shall give possession of the said Apartment to the Allottee on or before 31 day of May 2023. 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 the 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 Apartment on the aforesaid date, if the completion of said Building 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 TMC 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 3 (Three months) 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 fulfillment 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 or company of allottees, as the case may be. The Promoter on its

behalf shall offer the possession to the Allottee in writing within 7 (Seven) days of receiving the Occupancy Certificate of the Project.

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

7.3 FAILURE OF ALLOTTEE 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, 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.

7.4 If within a period of 5 (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 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 made by the Allottee in the said Apartment and/or any other allottee in the said Building, the Promoter shall not be responsible or liable to rectify the same and it shall be the liability and responsibility of the Allottee to carryout the same at his/her/its own cost and expense.

8. The Allottee shall use the said Apartment or any part thereof or permit the same to be used only for purpose for which the same is permitted as per the Rules and Regulations of TMC/Local Authorities and shall use the said Parking Space only for purpose of keeping or parking vehicle.

9. The Promoter shall submit Application to the Registrar for Registration of a Co-operative Housing Society under the Maharashtra Co-operative Societies Act, 1960 or a Company or any other legal entity within 3 (Three) months from the date on which 51% of the total number of allottees in the said Building have booked their Apartment.

9.1 The Allottee along with other allottees of the apartments in the said Building, 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 7 (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.

9.2 The Promoter shall, within 3 (Three) months of obtaining Occupancy Certificate from TMC and other concerned Authorities in respect of the said Building constructed on the Project Land and registration of the Society or Association or Limited Company of the allottees of the premises in the said Building, as aforesaid, cause to be executed a Deed of Conveyance in favour of such Society or Association or Limited Company as the case may be and transfer to such Society, Association or Company the Project Land and all the right, title and the interest of the Promoter in the structure of said Building in which said Apartment is situated.

9.3 The Promoter shall cease to have any right, title, claim and interest in the Project Land on completing the development thereof with use and utilization of the entire FSI, TDR and other benefits

as available from time to time as per UDCPR with modifications therein from time to time.

9.4 Within 15 days after notice in writing is given by the Promoters/Developer to the Allottee that the said Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay to the Developer the proportionate share (i.e. in proportion to the carpet area of the said Apartment) of outgoings in respect of the Project Land and the said Building in which the said Apartment is situate namely; local taxes, property charges/taxes, betterment charges or such other levies payable to the concerned local authority and/or Government and water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project Land and said Building 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 Developer such proportionate share of outgoings as may be determined by the Developer. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Developer provisional monthly contribution for the first period of 2 (Two) years towards the aforesaid outgoings as decided/demanded by the Developer. The Allottee further agrees that till the Allottee's share is so determined, the Allottee shall pay to the Developer provisional monthly contribution of Rs. _____/- (Rupees _____ Only) per month towards the outgoings. The amounts so paid by the Allottee to the Developer shall not carry any interest and remain with the Promoters until a Conveyance of the structure of the said Building is executed in favour of the Society, Association or Company or any other Organization as aforesaid. On such Conveyance being executed for the said Building as aforesaid, deposits (less deduction provided for in this Agreement) shall be paid over by the Developer to such Society, Association or Company or any other Organization as the case may be.

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) The sum towards 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 as applicable at the relevant time.
- (iv) Rs. _____/- for deposit for 2 years as provisional monthly contribution towards outgoings of Society, Association or Company to be formed of the allottees in the said Building.
- (v) Rs. _____/- for deposits towards costs, charges, expenses, deposits for obtaining Water Meters, Water Supply for the said Building and/or the Project Land.
- (vi) Rs. _____/- for deposits towards costs, charges, expenses, deposits, transformer charges, substation charges SLC charges, cable charges etc. to be paid/payable to MSEDCL and/or other concerned Electric Supplying/Distribution Company for obtaining electrical supply to the said Building and/or the Project Land.
- (vii) Rs. _____/- as costs, charges, expenses paid/payable with regard to Solar System.

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 Society, Association or Company to be formed of the allottees 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 Allottee shall on or before delivery of possession of the said Apartment pay to the Promoter Rs. _____/- (Rupees _____ Only) 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 as are presently applicable and in the event of any increase or enhancement in

respect thereof in future till handing over possession of the said Apartment, the same shall be paid by the Allottee to the Promoter before handing over possession of the said Apartment. The proportionate share to be paid by the Allottee of such enhancement or increase shall be decided by the Promoter and the same shall not be disputed by the Allottee anytime thereof.

13. The Allottee shall on or before delivery of possession of the said Apartment pay to the Promoter GST and/or any other future levies, taxes, charges etc. as applicable from time to time with respect to sale and allotment of the said Apartment to the Allottee and also with respect to payments mentioned in Clause Nos. 9 to 12 written above.

14. 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.

15. 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 floating FSI/TDR which are got approved by the Promoter from concerned Authority from time to time as stated hereinabove and after obtaining Occupancy Certificate or Completion Certificate in respect of said Building and only upon selling and transferring all the flats, shops, premises in the said Building and formation and registration of the Society, Association or Company of all allottees of the premises in said Building, cause to be transferred to the Society, Company or Association of the allottees of the apartments in said Building all the right, title, claim and interest in the Project Land on which said Building is situate and said Building (excluding the stilt, basement and podium meant for parking) by obtaining or by executing necessary Deed of Conveyance with respect to said Building and Lease Deed with respect to Project Land or any other

deed/document. Time for execution of such Deed of Conveyance with respect to said Building and Lease Deed with respect to Project Land or any other deed/document of transfer in the manner as aforesaid shall arrive only after the entire development of the Project 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 or Lease Deed until such time.

16. At the time of registration of Conveyance of the structure of the said Building, the Allottee shall pay to the Promoter, the Allottees' share of Stamp Duty and Registration Charges payable, by the Society/Association/Company on such Conveyance or any document or instrument of transfer in respect of the structure of the said Building.

17. 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;

iv. There are no litigations pending before any Court of law with respect to the Project Land or Project;

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, 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 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 of the said Building of the Project Land to the Society, Association or Company of the allottees, 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;

x. 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 allottees therein;

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 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.

18. The Allottee or himself/herself/itself 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 said Building in which the Apartment is situated, including entrances of the said 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/her/its 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 tenantable 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, Pardis 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 allottees in the said Building.

v. Not to do or permit to be done any act or thing which may render void or void-able 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 15 (Fifteen) days of demand by the Promoter his/her/its share of security deposit, costs, charges, expenses demanded by the concerned local authority or Government or giving water, electricity or any other service connection 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. 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 allottees 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.

x. The Allottee shall observe and perform all the rules and regulations which the Society, Association or Company of the allottees 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.

xi. Till a Conveyance Deed of the structure of the said Building in which 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.

xii. Till a Conveyance of the Project Land on which the said 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.

19. 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.

20. 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/her/it 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 to the Society, Association or Company or other body of the allottees in the said Building.

21. **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.

22. **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.

23. 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.

24. RIGHT TO AMEND

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

25. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee of the said Apartment, in case of a transfer, as the said obligations go along with the said Apartment for all intents and purposes.

26. SEVERABILITY

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

27. 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 allottees in Project, the same shall be in proportion to the carpet area of the said Apartment to the total carpet area of all the apartments in the Project.

28. 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.

29. 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 shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Thane.

30. The Allottee and/or Promoter shall present this Agreement as well as the Conveyance/Assignment of Lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such Office and admit execution thereof.

31. Notwithstanding anything contained herein, it is hereby recorded and confirmed that the Allottee is well informed by the Promoter that the said Apartment shall not be used for Hotel, Restaurant, Cooking of any food or particles for commercial purposes such as Cloud Kitchen, delivery Kitchen, service outlet of cooked food or items etc. and the Allottee has accepted the same and has agreed to be bound by the same at all times and this is made essence of this contract.

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's Address)

Notified Email ID: _____

M/s Promoter name: SAPTASHREE REALITY PVT. LTD.

(Promoter Address): 111, Horizon Towers, Bhakti Mandir Road, Hari Niwas, Naupada, Thane (West) - 400 602.

Notified Email ID: _____

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 ALLOTTEES

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

34. STAMP DUTY AND REGISTRATION: The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee.

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, thereunder.

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.

FIRST SCHEDULE REFERRED TO HEREINABOVE
(Project Land)

All that piece and parcel of the land admeasuring 2243.78 sq.mtrs. being major part of the land bearing City Survey No.

639-B, situate at Village Kolshet, Taluka & District Thane and within the limits of TMC, Registration District & Sub-District Thane and bounded as follows:

On or towards East : Bombay Wire Ropes Company
On or towards West : TMC Road
On or towards North : Hanuman Temple
On or towards South : TMT Workshop

SECOND SCHEDULE REFERRED TO HEREINABOVE
(Apartment)

The Residential Flat/Shop bearing No._____ having _____ sq.mtrs. i.e. _____ sq.ft. Carpet area to be comprising of areas inside of wall to wall and of the Balcony, Enclosed Balcony, Cupboard, Service Yard and Dry Area in the said Building to be constructed on the Project Land.

THIRD SCHEDULE REFERRED TO HEREINABOVE
(Common areas and facilities to be provided and the nature, extent and description)

COMMON SEAL of the)
Within named **PROMOTER**)
SAPTASHREE REALITY PVT. LTD)
is affixed hereunto in pursuance of the)
Resolution dtd._____ passed in the)
Meeting of the Board of Directors of the)
Company held on _____ in the)
presence of its Director/Authorized Signatory)
Shri. Amarsingh Narayansingh Thakur/
Shri. Sohansingh Amarsingh Thakur)
who has in confirmation and token)
thereof subscribed his signature)
in the presence of ...)

1.

2.

SIGNED AND DELIVERED by the)
within named **ALLOTTEE**)

Shri/Smt./M/s. _____)
in presence of _____)

1.

2.

R E C E I P T

RECEIVED of and from within named _____)
ALLOTTEE the sum of Rs. _____/-)
(Rupees _____ only) being the within _____)
mentioned part payment of the agreed _____)
price/consideration. _____)Rs. _____/-

I SAY RECEIVED,

WITNESSES:-

For SAPTASHREE REALITY PVT. LTD

1.

2.

(Director/Authorized Signatory)
PROMOTER

Housley.com