

Annexure 'A'

Model Form of Agreement to be entered into between Promoter and Allottee(s)

Model Form of Agreement

This Agreement for Sale of Flat is made at Mumbai on this____day of _____ in the year Two Thousand and Twenty-Four

between

M/S. UNIQUE SHANTI VENTURES LLP a firm registered under the Limited Liability Partnership Act 2008, having LLP Identification No.AAE-2703 through its one of the Partner Mr. Dilesh Chandrakant Shah having its registered office at 501, Arpanna Building, Plot No. 8, 5th Floor, N.S. Road No. 5, JVPD Scheme, Vile Parle (West), Mumbai 400 049, hereinafter referred to as "the Promoter/Developer" of the One Part.

AND

Mr./Mrs. _____, holder of Pan Card No. _____ having address at _____, hereinafter referred to as "**the Allottee/Purchaser**" the Other Part.

WHEREAS

1. Old Survey No. 150 (Part), New Survey No. 21, Hissa No. 2, 2) Old Survey No. 151 (Part), New Survey No. 22, Hissa No. 2, 3) Old Survey No. 226 (Part), New Survey No. 58, Hissa No. 2, 4) Old Survey No. 227, New Survey No. 59, Hissa No. 2, 5) Old Survey No. 228 (Part), New Survey No. 60, Hissa No. 2, 6) Old Survey No. 229, New Survey No. 61, Hissa No.2 and 7) Old Survey No. 230 (Part), New Survey No. 62, Hissa No. 2, all together admeasuring 100286.25 square meters, situate, lying and being at Mira Road, Taluka and District Thane and in the Registration District of Thane and Sub-District of Bhayander, (hereinafter referred to as '**THE SAID LARGER PROPERTY**')
2. Konkan Housing and Area Development Board, a unit of The Maharashtra Housing and Area Development Authority hereinafter for the sake of brevity

referred to as “MHADA” is seized and possessed or otherwise sufficiently entitled to said larger property.

3. MHADA had decided to implement the housing project in Joint Venture Development concept on the said larger property by Swiss Challenge method with the approval of the Government in Housing Department. Considering the proposal of MHADA, the Government in Housing Department by its Letter No. Allotment/1107/Case No. 186/HSG, dated 17th May, 2007, had accorded its approval to take up the said larger property in Joint Venture Development concept as per the Swiss Challenge Method and also further directed to take up the scheme in Joint Venture Development concept by Swiss Challenge Method as a Pilot Project.
4. In view of the approval granted by the Government of Maharashtra, MHADA, through its Regional Board i.e. Konkan Housing and Area Development Board established under the Section 18 of the said Act, invited tender for competitive bids in the open market on Swiss Challenge Method.
5. M/s Ravi Development matched the offer under the Swiss Challenge Method vide Letter, dated 14th June, 2007 with further revised offer to the Authority on 9th October, 2007.
6. Accordingly, as per the Offer, dated 9th October, 2007, the MHADA accepted the offer of M/s Ravi Development for implementation of Housing Scheme through Joint Venture Project on the said larger property vide its Resolution No. 6284, dated 22nd November, 2007, on the terms and conditions stipulated therein.
7. The said Board on behalf of the MHADA had issued the Acceptance Letter for taking up Housing Scheme in Joint Venture on the said larger property with M/s Ravi Development as per the Swiss Challenge Method vide No. CO/KB/152/EE (Ratnagiri) 08, dated 24th January, 2008.
8. On 4th September, 2007, Shree Krishna Pratisthan filed PIL No. 72 of 2007, before the High Court of Mumbai challenging the Public Notice, dated 20th May, 2007 issued by the MHADA in respect of the project under reference. Similarly, M/s. Ostwal Builders Ltd., one of the participant in the Tender Process filed W.P. (L) No. 2714 of 2007 challenging the Public Notice, dated 20th May, 2007 as well as MHADA's Resolution, dated 22nd November, 2007. The High Court of Mumbai by its impugned common Order, dated 27th March, 2008, allowed the Writ Petition.

9. Being aggrieved by the said order, MHADA filed Special Leave Petition in the Supreme Court of India under No. 11355 – 11356 of 2008. M/s Ravi Development had also filed two separate Special Leave Petition in the Supreme Court of India under No. SLP (C) No. 11229 of 2008 and SLP (C) No. 13149 of 2008. After hearing all the parties, the Supreme Court of India set aside the Order of Mumbai High Court, dated 27th March, 2008 passed in PIL No. 72 of 2007 and W.P. (L) No. 2714 of 2007 and allowed the Special Leave Petition filed by MHADA and M/s Ravi Development.
10. Thereafter MHADA entered into a Joint Venture Agreement, dated 13th August, 2009, with M/s Ravi Development herein to develop piece or parcel of land admeasuring 46712 square meters equivalent to 4.67 Hectare, bearing Survey No. 150 (Part), 151 (Part) and 226 to 230, situate, lying and being at Village Penkarpada (Mira Road), Taluka and district Thane, in the Registration District of Thane and Sub-District Bhayander and now within the limits of Mira Bhayandar Municipal Corporation.
11. Meanwhile Smt. Sneha Shreenath Navalkar, Shri. Saihas Saiprasad Pradhan and M/s. Ever Smile Properties Pvt. Ltd., had filed Special Leave Petition (Civil) before the Hon'ble Supreme Court of India bearing No. 23670 of 2008, challenging the rights over the said larger property to the extent of area admeasuring 53574.25 square meters and in said Special Leave Petition, the Hon'ble Supreme Court of India had granted status quo in respect of portion of the said larger property admeasuring 53574.25 square meters out of the total area admeasuring 100286.25 square meters.
12. Hon'ble Supreme Court of India was pleased to vacate the said order of status quo vide Order, dated 12th January, 2010, passed in Civil Appeal No. 281 of 2010 and observed therein that any construction made on the said larger property will be subject to final decision of the Writ Petition No. 929 of 2008.
13. In view of the said Order, dated 12th January, 2010, passed by the Hon'ble Supreme Court of India in Civil Appeal No. 281 of 2010, a Supplementary Agreement of Joint Venture, dated 22nd April, 2010, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-10/05482/2010, dated 11th May, 2010, came to be executed by and between MHADA and M/s Ravi Development, in respect of the said area admeasuring 53574.25 square meters, forming the portion of the said larger property.

14. Hon`ble High Court has disposed of the Civil Writ Petition No. 929/2008 on 17th March, 2020, wherein it was narrated that the Petitioners will not press for return of 53,574.25 square meters land from Respondent Nos 2,5 and 6 and further narrated that Petitioners unconditionally accept that the land admeasuring 53,574.25 square meters is vested with Government of Maharashtra and in view of the said order passed by Hon`ble High Court the said larger property is clear and marketable.
15. M/s Ravi Development had proposed to construct Buildings and Project is known as "POONAM ESTATE" in the layout of the said larger property wherein M/s Ravi Development has the right to sell 64.50% of the total constructed area in the buildings to be constructed by the said developer and to enter into Agreement for Sale with the Allotee/s of the flat and to receive the sale price in respect thereof.
16. Mira Bhayandar Municipal Corporation hereinafter for the sake of brevity referred to as "MBMC" has sanctioned the plan of the buildings to be constructed in the layout of the said larger property vide V.P.No. MB/MNP/NR/2517/2005-2006, dated 21st January, 2006.
17. MBMC has also issued Commencement Certificate No. MB/MNP/NR/2372/2009-2010, dated 23rd September, 2009, to proceed with the work of construction of the buildings in the layout of the said larger property as per the plan sanctioned by it and same has been revised vide Order No. MB/MNP/NR/1867/2010-11, dated 11th August, 2010. MBMC has thereafter issued further Revised Commencement Certificate No. MB/MNP/NR/2657/2013-14, dated 18th October, 2013.
18. As per the Joint Venture Agreement dated 13th August,2009, M/s Ravi Development was to handover 35.50% duly constructed built up area free of cost to MHADA. Further, in terms of the said Joint Venture Agreement dated 13th August,2009, M/s Ravi Development constructed an area of 73563.38 square meters towards MHADA component and accordingly, M/s Ravi Development has completed the construction as per its commitment and has delivered free of cost possession of 2279 tenements (in the prescribed design, standards and specifications) i.e. the building built-up area of 73586.36 square meters along with the amenities, to MHADA.
19. As per the Joint Venture Agreement dated 13th August 2009, the total built up area permissible in the scheme is 207220.16 square meters out of which

total built up area of 35.50% share of MHADA works out to 73563.38 square meters and balance built up area of 133657.42 square meters belongs to M/s Ravi Development in the proposed development work.

20. The balance of ratio 64.50% i.e. admeasuring area 133657.42 square meters is available for free sale to M/s Ravi Development as per the terms mentioned in Joint Venture Agreement dated 13th August 2009 and from admeasuring area 133657.42 square meters M/s Ravi Development has utilized/constructed area admeasuring 105631.68 square meters for residential and Commercial Units in the project of Poonam Estate Cluster I, Poonam Estate Cluster III and in Poonam Estate Cluster II wherein Building Nos. 1, 2 & 3 (Occupation Certificate Obtained), and Building Nos. 7, 8 & 9 (under construction) by M/s Ravi Development.
21. The balance potential built up area of 28,002.76 square meters for the constructions of Building Nos.4,5 & 6 and Commercial Building C1 and Commercial Building C2 in "Poonam Estate Cluster II" is pending to be constructed. M/s Ravi Development has obtained further Revised Commencement Certificate bearing No. MNP/NR/1429/2018-19 dated 18th June, 2018 from MBMC, for the construction of Building Nos. 4, 5 & 6 Building Type being B-2, B-3, and B-4 of Poonam Estate Cluster II. Copy of the revised Commencement Certificate is annexed and marked as **Annexure - 'A'**.
22. AND WHEREAS as per the terms of Joint Venture Agreement dated 13th August,2009, Clause No. 39 reads as follows "the Developer shall not assign, sublet or otherwise transfer in any manner the present permission to any person or persons or change the user of the said pot of land or any part thereof, without written permission of the MHADA".
23. WHEREAS Out of the total sale component permissible built up area of 133657.42 square meters, M/s Ravi Development has agreed to grant the development rights and assign the balance undeveloped portion of built up area of 28,002.76 square meters to M/s Unique Shanti Ventures LLP which is sister concern of M/s. Unique Shanti Developers LLP and accordingly M/s Ravi Development has submitted the letters to MHADA on 25/05/2018 and 23/08/2018, whereby it requested MHADA to issue No-objection Certificate(NOC) for the construction of Building Nos. 4, 5 & 6 in Poonam Estate Cluster II and Commercial Buildings C1 and C2, in order to enable it to assign, sublet or transfer the balance admeasuring area 28,002.76 square meters to M/s Unique Shanti Developers LLP and vide the letter dated

15/01/2019, MHADA has given No-objection certificate for granting the development rights and sublet the balance undeveloped portion of built up area of 28,002.76 square meters to and in favor of M/s Unique Shanti Developers LLP as per the terms and conditions of the said letter.

24. WHEREAS according to the aforesaid terms M/s Ravi Development executed and registered undertaking under Sr. No. TNN1- 505 of 2019 dated 10/01/2019 at the office of Sub-Registrar Thane No. 1 and also M/s Unique Shanti Developers LLP has executed and Registered undertaking under Sr. No. TNN1- 491 of 2019 dated 10/01/2019 at the office of Sub- Registrar Thane No.1.
25. WHEREAS On the basis of aforesaid deeds, documents, permissions and M/s Ravi Development has assigned & transferred the development rights to M/s Unique Shanti Ventures LLP pertaining to the Project to be known as **“POONAM ESTATE”** and the Phase will be called as **“POONAM ESTATE CLUSTER II”**, whereby the Party of the Second Part is entitled to construct/develop Building Nos. 4, 5 and 6 consisting of 3 buildings (Basement + Part Ground+1, 2 Part Podium + 1 to 20 Floors) as **PHASE III**, Building Types C1 and C2 consisting of 2 buildings (Basement + Ground + 2 Floors) as PHASE IV having balance FSI of 28,002.76 square meters on portion of the said larger property vide Development Agreement dated – 6th February, 2024, which is duly registered before Sub-Registrar of Assurances, Thane, under Serial No.TNN-8-3218/2024 on 9th February, 2024. Pursuant thereof M/s Ravi Development has also executed Irrevocable Power of Attorney dated – 09th February, 2024 in favor of M/s Unique Shanti Ventures LLP which is duly registered before Sub-Registrar of Assurances, Thane, under Serial No.TNN-8-3219/2024.
26. WHEREAS Unique Shanti Ventures LLP is in possession of the project land.
27. AND WHEREAS the Promoter has proposed to construct the Project to be known as **“POONAM ESTATE”** and the Phase will be called as **“POONAM ESTATE CLUSTER II”**, The Promoter have proposed to construct Building Nos. 4,5 and 6 consisting of 3 buildings (Basement + Part Ground+1, 2 Part Podium + 1 to 20 Floors) as **PHASE III**, Building Types C1 and C2 consisting of 2 buildings (Basement + Ground + 2 Floors) as **PHASE IV**. The Promoter shall construct on the project land in accordance with the permissions and sanctions granted by the authorities concerned and shall sell the flats in the Buildings to the prospective Allottees thereof.

28. And whereas the Promoter has appointed Architect MR. AVINASH MHATRE, having License No. CA/75/1274 and the Promoter accepts the professional supervision of the Architect till the completion of the said new building.
29. The building plans for the construction of the proposed building on the said property are approved by MBMC under Ref. No. MNP/NR/1429/2018-19 dated 18th June, 2018, and the Promoter/Developer have agreed to comply with the Conditions of Commencement Certificate. A copy whereof is annexed hereto as **Annexure "A"**.
30. Under the aforesaid Development Agreement, the Developers are authorized and entitled to sale the flat/s in the proposed buildings to be constructed on the said land.
31. This agreement is executed under the provisions of The Real Estate (Regulation and Development) Act, 2016, and the rules made thereunder Purchaser/s herein with the intention to purchase a residential flat for his/her/their residential use have visited the construction site and have inspected the construction being carried out, the sanctioned plans and all the documents hereinbefore mentioned, plans, designs, specifications etc.
32. AND WHEREAS the Promoter has appointed Mr. Hiren M. Tanna having License Registration no. STR/840003119 as structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.
33. AND WHEREAS by virtue of the Development Agreement/Power of Attorney the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;
34. AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's licensed surveyors and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

35. AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of 7/12 Extract showing the nature of the title of the society to the project land on which the apartments are constructed or are to be constructed has been annexed hereto and marked as **Annexure 'B' and 'B/1'**, respectively.
36. AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority has been annexed hereto and marked as **Annexure- "C"**.
37. AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority has been annexed and marked as **Annexure- "C-1"**.
38. AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at no. _____; a copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority.
39. AND WHEREAS the Promoter has got the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the further approvals from various authorities from time to time, so as to obtain Occupancy Certificate of the proposed new building.
40. AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.
41. AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.
42. AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment /Flat No. _____ on _____ floor in the building No. _____ being constructed.

43. AND WHEREAS the carpet area of the said Apartment/Flat is_____ square meters and "carpet area" equivalent__ _____ Sqaure feet RERA Carpet Area, means the net usable floor area of an apartment, including the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

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

45. AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Apartment/Plot) and the garage/covered parking (if applicable)

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

1. The Promoter has proposed to construct the said project to be known as "**POONAM ESTATE CLUSTER II**", Building Nos. 4,5 and 6 consisting of 3 buildings (Basement + Part Ground+1, 2 Part Podium + 1 to 20 Floors) as **PHASE III**, Building Types C1 and C2 consisting of 2 buildings (Basement + Ground + 2 Floors) as **PHASE IV**, in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

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

- 1.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment/Flat No. _____

of carpet area admeasuring _____ sq. metres on _____ floor in the building wing _____ (hereinafter referred to as "the Apartment") as shown in the Floor plan in schedule -B herein below for the consideration of Rs. _____/- including _____ Rs. _____ Being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee **Stilt/Podium-1/Podium-2** being constructed in the layout for the consideration of Rs. _____/-.

1(b) The total aggregate consideration amount for the apartment including garages/covered / Basement and/or stilt and /or podium parking spaces is thus Rs. _____/-

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to Promoter the balance amount of Rs _____/- (Rupees _____) in the following manner:-

- i. Amount of Rs. _____/- (_____) (not exceeding 30% of the total lumpsum consideration) to be paid to the Promoter after the execution of Agreement
- ii. Amount of Rs. _____/- (_____) (not exceeding 45% of the total lumpsum consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.

- iii. Amount of Rs. _____/- On completion of the first Slab.
- iv. Amount of Rs. _____/- On completion of the Second Slab.
- v. Amount of Rs. _____/- On completion of the Third Slab.
- vi. Amount of Rs. _____/- On completion of the Fourth Slab.
- vii. Amount of Rs. _____/- On completion of the Fifth Slab.
- viii. Amount of Rs. _____/- On completion of the Sixth Slab.
- ix. Amount of Rs. _____/- On completion of the Seventh Slab.
- x. Amount of Rs. _____/- On completion of the Eighth Slab.
- xi. Amount of Rs. _____/- On completion of the Ninth Slab.
- xii. Amount of Rs. _____/- On completion of the Tenth Slab.
- xiii. Amount of Rs. _____/- On completion of the Eleventh Slab.
- xiv. Amount of Rs. _____/- On completion of the Twelfth Slab.
- xv. Amount of Rs. _____/- On completion of the Thirteenth Slab.
- xvi. Amount of Rs. _____/- On completion of the Fourteenth Slab.
- xvii. Amount of Rs. _____/- On completion of the Fifteenth Slab.
- xviii. Amount of Rs. _____/- On completion of the Sixteenth Slab.
- xix. Amount of Rs. _____/- On completion of the Seventeenth Slab.
- xx. Amount of Rs. _____/- On completion of the Eighteenth Slab.
- xxi. Amount of Rs. _____/- On completion of the Nineteenth Slab.
- xxii. Amount of Rs. _____/- On completion of the Twentieth Slab.

xxiii. Amount of Rs. _____/- On completion of the Twenty-First Slab (i.e. not exceeding 70% of the total lumpsum consideration) to be paid to the Promoter

xxiv. Amount of Rs. _____ (_____) (not exceeding 75% of the total lumpsum consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

xxv. Amount of Rs. _____/- (not exceeding _____)(not exceeding 80% of the total lumpsum consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, liftwells, lobbies up to the floor level of the said Apartment.

xxvi. Amount of Rs. _____/- (_____) (not exceeding 85% of the total lumpsum consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.

xxvii. Amount of Rs _____/- (_____) not exceeding 95% of the total lumpsum consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paying of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

Balance Amount of Rs _____/- (_____) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate

- 1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment].
- 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 shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building 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 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 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(g) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful

outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

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 plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the 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 [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided herein above. ("Payment Plan").

3 The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 28002.76 square meters only and Promoter has planned to utilize Floor Space Index of 2.5 by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 2.5 as proposed to be utilized by him on the project land in the said Project and Allottee has in response agreed to purchase the said Apartment based on the proposed construction and sale of apartments 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.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Flat] 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(s) 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/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the 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 thirty days of the termination, the instalments 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 Apartment as are set out in Annexure ' ', annexed hereto.

6 The Promoter shall give possession of the Apartment to the Allottee on or before 31st December, 2027. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above 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 building in which the 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 the agreement shall offer in writing the possession of the [Apartment/Plot], 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 [Apartment/Plot] 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 agree(s) 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 Project.

- 7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the promotor to the Allottee intimating that the said Apartments are ready for use and occupancy.
- 7.3 Failure of Allottee to take Possession of [Apartment/Plot]: Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the [Apartment/Flat] 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 [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.
- 7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are 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 his 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 Act.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the garage or parking space only for purpose of keeping or parking vehicle.
9. The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the 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 of the proposed Society 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 the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
 - 9.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.
 - 9.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.
 - 9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the 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 Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the

management and maintenance of the NEW building/s. The Allottee further agrees that Allottee shall pay to the Promoter/Developer provisional monthly contribution per month towards the outgoings. The amounts so paid by the Allottee to the Promoter/Developer.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-
- (i) Rs _____/- for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
 - (ii) Rs. _____/-. for formation and registration of the Society or Limited Company/Federation/ Apex body.
 - (iii) Approx. Rs. _____/-for proportionate Share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body
 - (iv) Rs. _____/-for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
 - (v) Rs. _____/- For Deposit towards Water, Electric, and other utility and services connection charges &
 - (vi) Rs _____/-for deposits of electrical receiving and Sub Station provided in Layout.
 - (vii) Rs _____/- towards Infrastructure Charges.

11. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER The Promoter hereby represents and warrants to the Allottee as follows:

- i. The society has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the 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, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing 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, Building/wing and common areas;
- vi. The Promoter has the right to enter into this Agreement and has 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/flat] 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/Plot] to the Allottee in the manner contemplated in this Agreement;
- ix. 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 said project to the competent Authorities;
- x. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

12.The Allottee/s or himself/themselves with intention to bring all persons

into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-

- i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the 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 building in which the Apartment is situated or the 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 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 building in which the Apartment is situated or the 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 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 Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the

building in which the Apartment is situated and shall not change or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment and in case of any change the warranty / guarantee if any provided by the promoter shall cease to have any effect.

- 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 building in which the 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 building in which the 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 or giving water, electricity or any other service connection to the building in which the 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 Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- 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 Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

13.The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

14.Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the 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 said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

15. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the flat purchased by the Purchaser/ Allottee 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.

16. 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(s) 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 deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

17. ENTIRE AGREEMENT This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

18. RIGHT TO AMEND This Agreement may only be amended through written consent of the Parties.

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

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

20. SEVERABILITY If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

23. 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.

24.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 Mumbai/Thane.

25.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.

26.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:_____

Name of the Promoter

UNIQUE SHANTI VENTRUES LLP

Administrative office at : Harsh Plaza,

1st Floor, 100 Feet Road,

Opp. Section II, Mira Road (East),

Thane 401 107

Notified Email ID:**sales@uniqueshanti.com**

It shall be the duty of the Allottee and the promoter to inform each other of any change in address and email ID , 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.

27. 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 which shall for all intents and purposes to consider as properly served on all the Allottees.

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

29. Dispute Resolution: - Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

30. 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 _____ Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET & SUBSCRIBED THEIR RESPECT HANDS TO THIS AGREEMENT ON THE DAY YEAR & MONTH FIRST HEREINBEFORE WRITTEN.

Signed, Sealed and delivered by within named)

DEVELOPERS)

M/S. UNIQUE SHANTI VENTURES LLP)

Through its Partner)

Mr. Dilesh C. Shah)

Signed and delivered by within named)

Allottee /s)

Mr. _____)

Mrs. _____)

In the presence of :)

SCHEDULE A

ALL THAT piece and parcel of land bearing Old Survey No. 150 (Part), New Survey No. 21, Hissa No. 2, Old Survey No. 151 (Part), New Survey No. 22, Hissa No. 2, Old Survey No. 226 (Part), New Survey No. 58, Hissa No. 2, Old Survey No. 227, New Survey No. 59, Hissa No. 2, Old Survey No. 228 (Part), New Survey No. 60, Hissa No. 2, Old Survey No. 229, New Survey No. 61, Hissa No. 2, Old Survey No. 230 (Part), New Survey No. 62, Hissa No. 2, totally admeasuring 100286.25 sq. meters, situate, lying and being at Mira Road, Taluka and District Thane and in the Registration District and Sub-District of Thane and now within the limits of the Mira Bhayandar Municipal Corporation.

SCHEDULE A

ALL THAT proposed residential flat admeasuring at or about _____sq.mtrs of RERA carpet area, bearing Flat No.____ situated on the _____ floor, Building No._____ Building Type _____ together with the _____ Stilt/Open Car parking bearing Car parking no. ____ on the stilt level of the new Building called "**POONAM ESTATE CLUSTER-II**" being constructed on the plot of land described in the First Schedule above.

SCHEDULE 'B' FLOOR PLAN OF THE APARTMENT

ANNEXURE -A (Authenticated copies of Commencement Certificate)

ANNEXURE - B (Title Report Issued by Advocate Mr. D.R. Raja)

ANNEXURE -B/1 (Authenticated copy of 7/12 Extract)

ANNEXURE -C (Authenticated copies of the plans of the Layout as approved by the concerned Local Authority)

ANNEXURE - C-1 (Authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)

ANNEXURE -D (Specification and amenities for the Apartment),

ANNEXURE -E (Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)

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