

03 May 2024

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ["Agreement"] is made and entered into at Ambernath, on this ____ day _____ of the Christian Year Two Thousand Twenty _____, by and between **MATOSHREE SHELTERS (I) PVT. LTD.** (Formerly known as Matoshree Shelters Pvt. Ltd.) (CIN U45200MH2004PTC146957), a company incorporated under the provisions of the Companies Act 1956 and now governed and deemed to be governed under the provisions of the Indian Companies Act 2013, having its Regd. Office at Matoshree Nagar, Wimco Naka, Kalyan Badlapur Road, Opp. Petrol Pump, Ambernath (West), District - Thane 421 505, hereinafter for the sake of brevity referred to as **"THE PROMOTER"** (which expressions shall unless it be repugnant to the context and meaning thereof, would mean and deem to mean and include its successors and assigns) of the **ONE PART**

A N D

SHRI/SMT./MS./MESSERS

_____,

having his/her/their/its address at _____

_____,

hereinafter for the sake of brevity referred to as **"THE ALLOTTEE"** (which expression shall unless it be repugnant to the context and meaning thereof, would mean and deem to mean and include, in case of individual or individuals, his/her/their legal heirs, executors, administrators and permitted assign/in case of body corporate, its successors and permitted assigns/in case of partnership, the such firm, the partners constituting the said firm, for the time being and from time to time, their survivor/s and their respective legal heirs, administrators, executors and permitted assigns/in case of Hindu Undivided Family, the co-parcenors of the such HUF, for the time being and from time to time, their survivors from time to time and their

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respective legal heirs, administrators, executors and permitted assigns/in case of trust, the trustees for the time being and from time to time of the trust and the survivor/s of them and their respective legal heirs, representatives, executors, administrators and permitted assigns of the last survivor of them) of the **OTHER PART**.

In this Agreement, for the sake of brevity and convenience wherever the context so requires, the Promoter and the Allottee are hereinafter collectively referred to as **"The Parties"** and individually as **"The Party"**.

W H E R E A S:-

A) **ORIGIN OF TITLE**

- i) Originally, by virtue of a Sanad dated 29th September 1956 in Form No. HH, as stipulated under the provisions of Rule 43 of The Bombay Land Revenue Code, 1921 issued by the Collector, Thane, in favour of Western India Match Company Ltd. presently known as Wimco Ltd. [**"Wimco"**], was granted all those pieces and parcels of lands or grounds bearing Plot Nos. 9A & 9B, corresponding C.T.S. Nos. 5386 to 5398, 6435 to 6520 and 6522 to 6594, which as per the 7/12 Extracts are collectively admeasuring 22,009 sq. mtrs. or thereabout, and as per the PR Cards are collectively admeasuring 21, 593.80 sq. mtrs. or thereabout, of Revenue Village - Kohoj Khunthavali, presently Taluka – Ambernath, District -Thane, now falling within the local limits of Ambernath Municipal Council, more particularly described in the **Schedule** written hereunder, hereinafter referred to as **"The Said Land"** along with 2 (Two) other landed properties bearing Plot No. N.A. 26 & Plot No. D.D., Scheme 15, also of Revenue Village - Kohoj Khunthavali, presently Taluka - Ambernath, District - Thane, now falling within the local limits of Ambernath Municipal Council, hereinafter collectively referred to as **"The Other Land"**. The Said Land and the Other Land are hereinafter collectively referred to as the **"The Larger Land"**.

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- ii) The ownership of Wimco, in respect to the said Larger Land is also evidenced and reflected by (i) original Form No. HH dated 29th September 1956, (ii) City Survey Plan & (iii) 172 nos. Property Cards issued by the City Survey Office, Ambernath.
- iii) By and vide a Memorandum of Understanding dated 29th July 2004 (“MOU”), made and executed by Wimco, as the Owner of the First Part, one Shri. Ramchandra Jetharam Vaishnav, as the Confirming Party of the Second Part and Promoter, as the Developers of the Third Part, Wimco had granted the development rights of the Said Land including 2(two) nos. other properties in favour of Promoter, at and on the terms and conditions and for consideration, more particularly described in the said MOU.
- iv) As per the terms of the MOU, Promoter was to construct and handover 190 (One Hundred Ninety) nos. of flats having an area of 400 sq. ft. [carpet] in the buildings to be constructed in one piece of the Other Land, being Plot No. N.A. 26 to the employees and workers of Wimco, subject to the payment of fixed amount of consideration.
- v) The Said Shri. Ramchandra Jetharam Vaishnav had represented Promoter, as a director in the abovesaid transaction.
- vi) During the course of transaction, the Shri. Ramchandra Jetharam Vaishnav acted as the Confirming Party in his capacity, as the then director of Promoter. However, in due course of time, the said Shri. Ramchandra Jetharam Vaishnav had sold and transferred his total shareholdings in the entity of Promoter in favour of its remaining shareholders.
- vii) In the facts and circumstances as aforesaid, the said Shri. Ramchandra Jetharam Vaishnav has no rights, interests, benefits or claim in the entity of Promoter or the Larger Land.

- viii) Dispute arose by and between Wimco and Promoter and as such, Wimco had terminated the MOU on the ground of breach of the terms of the MOU and further thereto, filed a suit before the Hon. High Court, Bombay bearing Suit No. 2551 of 2006.
- ix) The Promoter has also filed a suit before the Civil Judge (S.D.) Kalyan being Special Civil Suit No. 271 of 2008 seeking specific performance of the terms of the MOU against Wimco.
- x) As per the application made by Wimco, before the Hon. High Court, Judicature at Bombay, the abovesaid Special Civil Suit No. 271 of 2008 before the Civil Judge (B.D.) Kalyan came to be transferred before the Hon. High Court, Judicature at Bombay and the same was numbered as Civil Suit No. 882 of 2013.
- xi) During the pendency of the abovesaid suits, a Consent Terms dated 8th October 2013 came to be filed in both the abovesaid suits (**“Consent Term”**), inter alia, a decree came to be passed as per the terms of the Consent Term.
- xii) As per the Consent Term, Wimco has sold, transferred, assigned and conveyed the Larger Land in favour of the Promoter, upon the payment of the consideration as per the Consent Term.
- xiii) Accordingly, by and vide a duly registered Deed of Conveyance dated 9th October 2013 [Regn. No.UHN-3-6115-2013] made and executed by Wimco, as the Vendor of the First Part, the said Shri. Ramachandran Jetharam Vaishnav, as the Confirming Party of the Second Part and the Promoter, as the Purchaser of the Third Part, Wimco conveyed the Said Land in favour of the Promoter, upon the payment of the amount of consideration, as per the Consent Term.
- xiv) Simultaneously on the execution of the Said Deed of Conveyance dated 9th October 2013, Wimco had also handed over the quiet, vacant, peaceful, actual and physical possession of the Said Land in

favour of the Promoter, subject to the claim in respect of the following entities & establishments:-

- a) School occupying 70 sq. mtrs. on land bearing CTS No. 5389 to 2393 of the Said Land;
 - b) Church occupying 66.50 sq. mtrs. on land bearing CTS No. 6526 of the Said Land;
 - c) Two dhobis i.e. one Leela Balu Atakale and another Ramesh Babu Atakale occupied small portion i.e. 101.60 sq. mtrs. on land bearing CTS Nos. 6539 to 6542 of the Said Land.
- xv) However, the Promoter has already settled with the abovesaid 2 nos. dhobis. Similarly, the Trust of the school after passing the resolution has also entered into Memorandum of Understanding with the Promoter and as regards, the remaining occupant i.e. the Trust of the Church, the negotiation is in progress and in advanced stage of settlement.
- xvi) By and vide a Mutation Entry bearing No. 242 dated 29th April 2014, the Larger Land came to be mutated in favour of Promoter.
- xvii) In the premises as aforesaid, Promoter become absolute owner of the Larger Land.
- xviii) The name of Matoshree Shelters Pvt. Ltd. came to be changed to the Promoter i.e. Matoshree Shelters (I) Pvt. Ltd., by and vide order bearing No. 11-146957 dated 18th November 2005 issued by the Registrar of Companies, Maharashtra, Mumbai.
- xix) Subsequently, the Superintendent of Land Records, Ambernath, had issued a notice bearing No. Nagar Bhumapan /Wimco Company / N.B.K.5386 & Others /2015/1274 Ambernath dated

22nd May 2015, inter alia directing Promoter to appear before him in respect of abovesaid Mutation Entry No. 242 dated 29th April 2014, as well as tenure of the said Larger Land.

xx) The said Superintendent of Land Records, Ambernath, by and vide his order bearing No. Nagar Bhumapan / Ambernath / Revenue Kohoj Kunthavali / 2015 / Ambernath dated 23rd June 2015, passed the below mentioned order: -

- a) Cancelled the Mutation Entry No. 242 of 2014 and restored the name of Wimco;
- b) Changed the classification of the said Larger Land from C to B3.

xxi) The Promoter Challenged the abovesaid order dated 23rd June 2015 before the District Superintendent of Land Records, Thane being Appeal No. 1183 of 2015 and by and vide his order bearing No. Nagar Bhumapan/Appeal/S.R. 1183/2015/3275 Thane dated 2nd December 2015 rejected the appeal and confirmed the order dated 23rd June 2015.

xxii) Being aggrieved by the order dated 2nd December 2015 passed by the District Superintendent of Land Records, Thane, the Promoter has preferred a Revision Application No. 117 of 2016 before the Hon. Deputy Director of Land Records, Konkan Division, Mumbai, by and vide his order bearing No. 117/2016 dated 13th June 2017, rejected the Revision Application and confirmed the order dated 23rd June 2015 passed by the District Superintendent of Land Records, Ambernath.

xxiii) In this case also, being aggrieved by the order dated 13th June 2017, passed by the Hon. Deputy Director of Land Records, Konkan Division, Mumbai, Promoter preferred a Revision

Application bearing No. RTS 2718/173/Case No. 145/J-4 before the Hon. Revenue Minister, Maharashtra, Mantralaya, Mumbai.

- xxiv) Besides the above proceedings, the Sub-Divisional Officer, Ulhasnagar had issued show cause notice dated 30th November 2015 in respect of breach of conditions of granting of the Larger Land and the Sub-Divisional Officer, Ulhasnagar, by and vide his order bearing No. Jamin Bab/Shart Bhang/S.R.05/2015 dated 16th March 2016, directed the Talathi to record the name of State of Maharashtra on 7/12 Extracts of the Larger Land.
- xxv) Aggrieved by the abovesaid order dated 30th November 2015 passed by the Sub-Divisional Officer, Ulhasnagar, Promoter has preferred appeal bearing No. 14/2016 before the Additional Collector, Thane and the Additional Collector, Thane had rejected the Appeal, vide his order bearing No. RTS / Shartbhang / Appeal / Kra.14 / 2016 dated 9th February 2018 and confirmed the order dated 16th March 2016, passed by the Sub-Divisional Officer, Ulhasnagar.
- xxvi) Here again, aggrieved by the order dated 16th March 2016, passed by the Additional Collector, Thane, Promoter has preferred Revision Application bearing No. 373/2018 before the Upper Commissioner, Konkan Division, Mumbai and the Upper Commissioner, Konkan Division, Mumbai, by his order bearing No. Appeal / Desk / LND / Revision / 373 /2018 dated 8th October 2018, allowed the revision application of Promoter and also set aside the order dated 16th March 2016 passed by the Sub-Divisional Officer, Ulhasnagar.
- xxvii) Simultaneously, the Sub-Divisional Officer, Ulhasnagar, upon obtaining the necessary authority from the Additional Collector Thane, has challenged the order dated 8th October before the

Hon. Revenue Minister, Maharashtra vide his order bearing No. RTS/2718/341/Case No. 354/J-4 dated 29th November 2021.

xxviii) The Hon. Revenue Minister, Maharashtra was pleased to hear both the Revision Applications i.e. filed by Promoter and the Sub-Divisional Officer, Ulhasnagar together and was pleased to reject the Revision Application filed by the Sub-Divisional Officer, Ulhasnagar and allowed the Revision Application of the Promoter and by a common order dated 29th November 2021, held as under:-

- a) Allowed the RTS No. 2718/173/Case No. 145/J-4 filed by the Promoter;
- b) Rejected the RTS No. 2718/341/Case No. 354/J-4 filed by the Sub-Divisional Officer, Ulhasnagar;
- c) Set aside the order dated 23rd June 2015 passed by the Superintendent of Land Records, Ambarnath so also order dated 2nd December 2015 passed by the District Superintendent of Land Records, Thane as well as order dated 13th June 2017 passed by the Deputy Director, Konkan Division, Mumbai;
- d) Confirmed the order dated 8th October 2018 passed by the Upper Commissioner, Konkan Division, Mumbai;
- e) Restored the effect of the Mutation Entry Nos 242 & 243;
- f) Allowed the Promoter to pay 10% of the Ready Reckoner Rate of the Larger Land to relieve from all the obligations as contained in Form No. HH issued by the Collector, Thane.
- g) Accordingly, the Promoter has already paid the amount as per order dated 29th November 2021, to the State Government on 10th March 2022 and thereafter the Tehsildar Ambarnath by and vide its office order bearing No. Mehsul/K-1/T-3/Jaminbab-2/Kavi/56/2022 dated 10th March 2022, confirmed the receipt of the

[Promoter]

[Allottee]

payment made by the Promoter, as stated hereinabove and thereafter by and vide order No. Mehsul/K-1/T-14/Bako No. F164621645330 dated 15th March 2022, has waived all the restriction so imposed on the Larger Land.

- h) Accordingly, the Larger Land has already obtained the status of Freehold Land and as such, not at all subject to any restriction by any government or any other authority. That is to say that the classification of the Larger Land restored to Class 'C'.

xxix) In the premises as aforesaid, the Promoter herein become absolute owner of the Larger Land.

B) DEVELOPMENT COMPLETE:-

- i) The Promoter is also the developer of the adjacent lands bearing Plot No. 26, C.T.S. Nos. 5399 to 5526, 5586 to 5597, 5685 to 5726, also situate at, being and lying at Revenue Village - Kohoj, Taluka - Ambernath, District - Thane, hereinafter refererd to as **"The Other Land"**;
- ii) The development work of the Other Land is completed and the same is known as "Matoshree Nagar Phase - I", which consisted of 9 nos. buildings, hereinafter referred to as **"The Matoshree Nagar Phase - I"**.

C) PROCURED APPROVALS & SANCTIONS:-

- i) Development Plan from AMC by and vide its office order bearing No. CATAM/B/2024/APL/00135 dated 04th April 2024, which is as per the authenticated copy of the same annexed hereto and marked as **Annexure - _____**, hereinafter referred to as **"The Sanctioned Plan"**.

[Promoter]

[Allottee]

- ii) Commencement Certificate from AMC by and vide its office order bearing No. CATAM/B/2024/APL/00135 dated 04th April 2024, which is as per the authenticated copy of the same annexed hereto and marked as **Annexure - _____**.
- iii) Fire NOC from AMC had issued Fire NOC by and vide its office order bearing No. MFS/51/2023/167 dated 29th March 2023 in respect of the Said Land.
- iv) Water Supply Department NOC from MJP had issued necessary NOC by and vide its office order bearing Outward No. /MJPWMDA/TS-1/5041/2023 dated 11th October 2023 in respect of the Said Land.
- v) Storm Water NOC from AMC had issued necessary NOC by and vide its office order bearing Outward No. /ANP/WS & SW/2023-2024/651 dated 17th November 2023 in respect of the Said Land.
- vi) Drainage NOC from AMC had issued necessary NOC by and vide its office order bearing Outward No. /ANP/WS & SW/2023-2024/652 dated 17th November 2023 in respect of the Said Land.
- vi) Tree Noc from AMC had issued necessary NOC by and vide its office order bearing Outward No. ANP/Udyan - Vibhag/2023-2024/324 dated 12th December 2023 in respect of the Said Land.
- vii) Noc from Department of Environment by and vide its office order bearing No. _____ dated in respect of the Said Land.
- viii) _____

All the abovesaid sanctions, permissions and nocs, so granted are hereinafter collectively referred to as **“Procured Sanctions & Permissions”**.

D) **SCHEME OF DEVELOPMENT**

- i) The Sanctioned Development Plan consist of ___ nos. of buildings viz:- “A”, “B”, “C”, “D”, “E”, “F”, “G”, “H”, “I”, hereinafter collectively referred to as **“The Entire Buildings”**.
- ii) The development work to be carried out of the Said Land and also the said Entire Buildings form and constitute **“Phase II”** and same shall be known as **“Matoshree Nagar Phase II”**.
- iii) The Promoter shall be developing the said Entire Buildings in a phase wise and stage wise.
- iv) The Building No. A is identified as **“Matoshree Nagar Excellency - Sapphire A”**, hereinafter referred to as **“Sapphire A”**.
- v) Similarly, Building No. B is identified as **“Matoshree Nagar Excellency - Pearl B”**, hereinafter referred to as **“Pearl B”**.
- vi) The Sapphire A and Pearl B shall be known as Matoshree Nagar Phase II ;
- vii) The Sapphire A and the Pearl B are presently in Ground / Stilt + 15 (fifteen) nos. upper floors.
- viii) The Phase II (A) will be developed in lands bearing Plot. No. 9(A), 9(B), CTS No. 5386 to 5398, 6435 to 6520 & 6522 to 6594, which is demarcated in _____ coloured ink in the authenticated copy of the Table Plan annexed hereto and marked as **Annexure -**

[Promoter]

[Allottee]

____, more particularly described in the Second Schedule written hereunder, hereinafter referred to as **“The Project Land”**.

E) **COMMON ANENITIES:-**

The Phase II consists of various common amenities and the same are more particularly described in **Annexure - ____** hereto, and the same is hereinafter collectively referred to as **“The Proposed Amenities & Facilities”**.

F) **DEVELOPMENT OF REMAINING PHASES:-**

i) The development work of the remaining phases of Phase II shall be in such stages as the Promoter may in its sole discretion deem fit and proper;

ii) And such development shall be without prescribing any time limit.

G) The Promoter have already commenced the civil work and other development and construction work of the Said Building on the Project Land.

H) The copy of the Certificate of Title, issued by **Adv. Shri. P. Hari**, the advocate of the Promoter and the same is as per the authenticated copy of the same annexed hereto and marked as **Annexure - ____**.

I) The Promoter herein has appointed one **UR & Associates**, Architects, duly registered with the local development authority viz:- AMC.

J) Likewise, the Promoter has also appointed **Atul Kudtarkar & Associates**, as the R.C.C. Consultant of the Project and the Promoter has agreed to avail the services of the above for the Project. However, the Promoter have reserved its rights to substitute the abovesaid Architect and RCC Consultant, in its sole discretion.

K) **CONFIRMATION BY THE ALLOTTEE:-**

[Promoter]

[Allottee]

The Allottee do hereby admit, agree and further place on record that he was made aware of the following facts by the Promoter:-

- i) that the Promoter has availed financial assistance from the Bassein Catholic Co-operative Bank Ltd., Naigaon Branch against the security of the Larger Land by creating a registered mortgage and further that as per the terms of the mortgage, it is entitled to sell the premises of the Said Building after obtaining NOC from the Said Bank;
- ii) that it shall be revising the Development Plan for availing further F.S.I. entitlement of the balance area of the said Larger Land, which would be consumed in the remaining buildings or by additional buildings, depending upon the quantum of FSI entitlement and also as per the unified DCPR;
- iii) that the Allottee do hereby admit, confirm and acknowledge the rights of the Promoter to such extra F.S.I. and also utilization of the same by the Promoter and further that he has accorded his approval to the same and such approval is as per and in accordance with the provisions of Sec. 14 of RERA.
- iv) that the conveyance of the Larger Land shall be executed in favour of Apex Body/Federation to be formed of all co-operative housing society to be formed of the allottees of all the buildings of Phase - II;
- v) that such conveyance shall be executed only upon the completion of the entire development work of the Larger Land and also on the Promoter availing entire F.S.I. potential of the Larger Land and further that such conveyance shall be executed only after completion of ___ (_____) months from the date of obtaining of Occupation Certificate of the last building to be constructed on the Larger Land and the Promoter

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receiving the entire sale consideration and all other amounts from all the purchasers of the premises of the buildings to be constructed in the Larger Land;

- vi) Such additional F.S.I. entitlement that becomes available in respect of the Larger Land shall always belong to the Promoter exclusively and solely and as such, neither the Allottee or other allottees of the premises of the Said Building nor the common body of the allottees of the premises of the Said Building to be formed in the manner as provided hereunder, shall have any right, interest, claim or benefits of whatsoever nature against the same and further that for whatever reason or under any circumstances, neither the Allottee herein nor the allottees or the common bodies of the allottees of the premises of the Said Building to be formed as provided under, shall be entitled to claim any rebate or concession in any manner from the Promoter on account of such additional F.S.I. becoming available as provided hereinabove.
- L) The Allottee has demanded from the Promoter and the Promoter has given the inspection to the Allottee, all the documents relating to the title of the Project Land and also the plans, designs and specifications as prepared by the Promoter's Architect and the RCC Consultant and all such other documents, as are specified under the provisions of the RERA and the Allottee do hereby admit, confirm and acknowledge that he has duly personally and physically verified and also closely perused the same and is also fully satisfied about the contents, particulars, validity and genuineness of the same.
- M) The authenticated copies of the plans and specifications of the premises sought to be allotted by the Allottee, as sanctioned and approved by the local authority and other concerned authority/body are also already annexed hereto.

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- N) The Promoter has informed the Allottee that it has already obtained the approvals, sanctions and nocs from the concerned authorities or bodies, including the plans, the specifications, elevations, sections of the Said Building to be constructed on the Project Land, as set-out hereunder and shall obtain the remaining/balance approvals from the AMC or any other authorities or bodies from time to time, eventually to obtain the Occupation Certificate of the Said Building to be constructed on the Project Land.
- O) The Promoter has also informed the Allottee that while sanctioning the plans by VVCMC, it has laid down certain terms, conditions, stipulations and restrictions to be observed and performed by the Promoter, while carrying out the development work of the Said Wing and only upon the due observance and performance of the same, the Occupation Certificate in respect of the Said Building shall be issued / granted by AMC.
- P) The Carpet Area means the net useable floor area, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the premises under reference for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the premises under reference for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the premises. The carpet area is calculated prior to application of any finishes (i.e. on bare shell basis). The carpet area is subject to tolerance/variation of +/- 3 (three) per cent on account of structural design and construction variances. In case of any dispute on the measurement about the carpet area, the same shall be physically measured after removing all finishes that have been applied / fitted and the cost of such removal and refitting of such finishes shall be borne by the party, which raises the dispute about the measurement of carpet area.

[Promoter]

[Allottee]

- Q) The Promoter has already registered the Project, with the Real Estate Regulatory Authority, Maharashtra, at Mumbai, under Sr. No. P-_____ dated _____ and the authenticated copy of the same is annexed hereto and marked as **Annexure - ____**.
- R) The Allottee do hereby also admit, confirm and further place on record as under:-
- i) that he has verified the entire particulars and the data so uploaded and disclosed by the Promoter in the website of RERA, in respect of the Project;
 - ii) that the Promoter has offered him the inspection and verification of all the deeds and writings pertaining to the title of the Project Land, including the specifications so also all and entire datas uploaded by the Promoter in the website of RERA including Title Certificate, so issued by the Advocate of the Promoter;
 - iii) that the Promoter has also offered the inspection of the Development Plan and also the specifications of the Said Building and all other documents as contemplated under the provisions of RERA and Maharashtra.
 - iv) that he is fully and completely satisfied about the title of the Project Land.
 - v) that he has already sought and the Promoter has already provided him and also satisfied him fully and completely about all the material facts pertaining to the Project.
 - vi) that he has opted to seek allotment of the premises in the Project after being fully made aware of and also being satisfied about each and every particulars and facts about the Project.

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[Allottee]

- vii) that he has already personally visited the site and has also verified and ascertained the portions of lands upon which, the Said Building is being be constructed, out of the Larger Land and also the area of the R.G., which is delineated in green coloured ink in the authenticated copy of the Table Plan annexed hereto and marked as Annexure – I.
- S) After being fully satisfied about the title of the Promoter in respect of the Project Land and also verifying all the sanctions, permissions, nocs, so already issued by the concerned authorities/bodies including the specification, the Allottee has applied to the Promoter for the allotment of a premises, being Flat / Shop No. _____, on _____ Floor, admeasuring _____ sq. mtrs. (carpet) as per RERA, along with an enclosed covered balcony of _____ sq. mtrs. (carpet) as per RERA in the Matoshree Nagar Excellency, Sapphire A / Pearl B.
- T) The Parties hereto based on and relying upon the confirmations, representations of each other to faithfully abide by the terms, conditions and stipulations, as contained hereunder and all applicable laws, are now desirous of entering into these presents, on the terms and conditions, hereinafter appearing.
- U) The Allottee has paid to the Promoter, a sum not exceeding 10% of consideration payable on or before execution of these presents, towards token / earnest money / application fee or part payment of the consideration, in respect of the premises sought to be allotted by the Allottee from the Promoter and the payment and receipt whereof, the Promoter do hereby admit, confirm and acknowledge and the balance/ remaining consideration shall be paid as provided hereunder.
- V) As per the provisions of Section 13 of the RERA, the Promoter upon the receipt of amount upto 10% of the consideration payable, as provided hereunder, are required to execute, a written Agreement For Sale, in

[Promoter]

[Allottee]

respect of the premises agreed to be allotted to the Allottee and also register the same, as per the provisions of The Registration Act, 1908 and accordingly, the Parties hereto are entering into these presents, in the manner as appearing hereunder, which have been mutually agreed to by and between the parties hereto:-

NOW THEREFORE THIS AGREEMENT FOR SALE WITNESSETH AND IT IS HEREBY AGREED, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1) RECITAL, INTERPRETATIONS & ABBREVIATIONS:-

a) RECITAL:-

The Parties hereto shall admit, confirm and further place on record that all the recitals made hereinabove including the Schedules and Annexures hereto shall form and become an integral part and parcel of this Agreement, as if, the same are incorporated in the body of these presents in the verbatim and the same shall be read, interpreted and construed accordingly.

b) INTERPRETATION:-

In this Agreement (unless the context requires otherwise):-

- (i) reference to the singular number includes reference to the plural numbers and vice versa;
- (ii) reference to any gender includes reference to all other genders i.e. masculine, feminine and neutral;
- (iii) reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the date of these presents) for the time being in force and all statutory instruments or orders made pursuant to such statutory provisions;
- (iv) references to any Clause, Section, Annexure or Schedule shall be deemed to be a reference to such

Clause, Section, Annexure or Schedule, of or to these presents.

(v) headings in this agreement are inserted for convenience or for reference only and shall not affect the interpretation and construction of the terms of this Agreement.

(vi) reference to an 'agreement' or 'document' shall be construed as a reference to such agreement or document, as the same may have been amended, varied, supplemented or novated in writing at the relevant time in accordance with requirements of such agreement or document and if applicable to this Agreement with reference to the amendments.

(vii) the words include, "including" and "in particular" shall be construed by way of illustration only and shall not be construed as limiting the general foregoing words.

(viii) a day, a month or a year means a day, month or year as the case may be reckoned according to the Gregorian calendar.

(ix) where the day, on or by which anything is to be performed falls on a day that is not a business day and

(x) all or any agreement, notice consent approval, disclosure or communication under or pursuant to this Agreement shall be in writing.

C] **ABBREVIATIONS:-**

The following abbreviations are used in this agreement, for the sake of brevity and convenience to denote and connote the following:-

i) **AMC** : Ambernath Municipal Council.

iii) **DCPR** : Unified DC Rules applicable
Ambernath Municipal Council.

iv) **F.S.I./F.A.R.** : Floor Space Index / Floor Area
Ratio

v) **Ancillary / Premium** : FSI that becomes available on
FSI payment of premium.

v) **TDR** : Transfer of Development Rights

vi) **Architect** : Architect registered under the
council of Indian Architect Act.
i.e. UR & Associates.

vii) **R.C.C. Consultant** : R.C.C. Consultant appointed
for the Project by the Promoter
i.e. Atul Kudtarkar & Associates.

viii) **Common Body** : Co-Operative Housing Society
to be registered under The
Maharashtra Co. Operative
Societies Act 1960.

ix) **Apex Body / Federation / Association** : The common body to be
registration of all the co. op.
societies of all the purchasers of
premises of all Buildings of
Phase – II.

x) **RERA** : The Real Estate [Development &
Regulatory] Authority 2016.

xi) **Maharules** : The rules made under The

2) **DEVELOPMENT:-**

The Promoter has already commenced the development and construction work of **Matoshree Nagar Excellency - Sapphire A / Pearl B** forming part of Phase II of the Complex, which is presently in Ground / Stilt + 15 nos. upper floors, which after availing additional F.S.I., including by use of T.D.R. may be beyond ___ nos. upper floors. The development work of **Matoshree Nagar Excellency - Sapphire A / Pearl B** which is currently in Ground / Stilt + 15 nos. upper floors is yet to commence and the same after availing entire FSI entitlement may also upto ___ nos. upper floors or beyond.

Provided that the Promoter shall have to obtain prior written consent from the Allottee, in case, any variations or modifications, which may adversely affect the premises sought to be allotted to the Allottee except any alterations or additions are required to be carried out by any local authority or Government authorities or on account of any change in the law or availability or entitlement of any additional or further F.S.I. on the Project Land or the Larger Land, as the case may be.

3) **ALLOTMENT OF THE PREMISES AND CONSIDERATION:-**

a) **ALLOTMENT:-**

The Allottee hereby agrees to seek allotment from the Promoter and the Promoter do hereby agree to allot to the Allottee, a premises, being **Flat / Shop No.** _____, in Matoshree Nagar Excellency, Sapphire A / Pearl B, on _____ Floor, admeasuring _____ sq. mtrs. (carpet) as per RERA, having a separate enclosed balcony admeasuring _____ sq. mtrs., (carpet) [which is not taken into account while calculating the total quantum consideration payable], of _____, to be constructed on the Project Land, forming part of Phase – II (A) of Matoshree Nagar, more particularly described in the **Third Schedule** written

[Promoter]

[Allottee]

hereunder, hereinafter referred to as “**The Said Flat / Premises / Apartment**”, as shown in authenticated copy of the Floor Plan thereof, annexed hereto and marked as **Annexure - ____**.

b] CONSIDERATION:-

- (i) In consideration of the allotment of the Said Flat as aforesaid, the Allottee shall pay to the Promoter, a sum of Rs. _____/- (Rupees _____

_____ Only) (i.e. Rs. _____/- X
_____ sq. mtrs.), including Rs. _____/- (Rupees

Only) being the proportionate price of the common areas and facilities appurtenant to the Said Premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **Fourth Schedule** written hereunder.

- (ii) The Allottee also hereby agrees to seek allotment from the Promoter and the Promoter do hereby agree to allot in favour of the Allottee, stilt parking space, in the stilt of the Matoshree Nagar Excellency, Sapphire A / Pearl B, for a consideration of Rs. _____/- (Rupees

Only). The identification of the same shall be intimated to the Allottee by the Promoter, only upon the receipt of the Occupation Certificate of the Matoshree Nagar Excellency, Sapphire A / Pearl B.

- (iii) Accordingly, the aggregate consideration amount payable by the Allottee for the Matoshree Nagar Excellency, Sapphire A / Pearl B, including the stilt parking space to

[Promoter]

[Allottee]

be allotted, as stated hereinabove, works out to Rs.
_____/- (Rupees _____

Only).

c] PAYMENT PLAN:-

The Allottee shall pay the abovesaid amount as set-out in the Payment Plan annexed hereto and marked as described in **Annexure - ____**.

- 4) The abovesaid payment shall be subject to the provisions of the Tax Deducted At Source, as per the prevailing Income Tax Act 1961 and the Rules made thereunder, in case found applicable.

Provided further, the entire onus and responsibility of complying with all the requirements in this regard, shall be of the Allottee, including depositing such TDS amount and also issuing of certificate for Tax Deducted At Source, as contemplated under the provisions of Income Tax Act 1961 and also the Rules made thereunder.

- 5) The abovesaid total amount of consideration, is exclusive of all taxes (consisting by the tax paid/payable by the Promoter by way of GST or any other similar taxes, levies or cess, which may be levied, in connection with the construction of and carrying out the development work of the Project, payable by the Promoter) till the date of handing over/offering of the possession of the Said Premises, by the Promoter to the Allottee and the same shall be borne and paid by the Allottee as and when the same becomes due and payable, from time to time.
- 6) The abovesaid amount of total consideration is free from all escalations / increases, due to any 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 undertake and agree that while raising a demand on the Allottee for any such

[Promoter]

[Allottee]

increase in the development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose a copy of such notification / order / rule / regulation / documentary evidence published / issued in that behalf to such effect, along with the demand letter being issued to the Allottee, and the same shall be only applicable on subsequent payments/installments.

- 7) The Promoter may in its sole discretion allow rebate for early payments of installments, as payable by the Allottee, as provided hereinabove, by discounting such early payments at the rate of ____% per annum, for the period, by which the respective installment has been pre-poned.

Provided further, the provision of allowing the rebate and the rate of rebate shall not be subject to any revision/withdrawal, once the same is granted to the Allottee by the Promoter.

- 8) The Promoter shall confirm the final carpet area of the Said Premises, which is agreed to be allotted to the Allottee by these presents, after the construction of the Said Building is complete and the Occupation Certificate is granted/issued by the competent authority, by furnishing details of the changes, if any, in the carpet area of the Said Premises, subject to a variation cap of 3% (three) percent. Thereupon, the total price payable for the carpet area of the Said Premises shall be recalculated upon the confirmation by the Promoter. If there is any reduction in the carpet area more than the defined limit of 3% then, the Promoter shall refund whatever the excess money so paid by Allottee within 45 (forty-five) days along with annual interest at the rate specified in the Rule No. 18 of RERA, from the date on which, such excess amount was paid by the Allottee to the Promoter. In case, should there be any increase in the carpet area of the Said Premises agreed to be allotted to the Allottee, by these presents and in such event, the Promoter shall demand such additional amount of consideration payable from the Allottee, as per the next milestone of the Payment Plan annexed hereto and marked as Annexure - ____, provided hereinabove. All such monetary adjustments shall be made at the same

[Promoter]

[Allottee]

rate per square metre, as provided in Clause No. 03(b), hereinabove.

Notwithstanding anything as provided hereinabove, in case of any dispute as far as the measurement about the carpet area of the Said Premises, the same shall be physically measured after removing all finishes that have been applied / fitted and the cost of such removal and refitting/re-fixing/applying of such finishes shall be borne by the Party, which raises the dispute about the measurement of carpet area.

- 9) The Allottee do hereby authorize the Promoter to adjust/ appropriate all the payments made by him under any head(s) of dues against lawful outstanding, if any, in his name, as the Promoter may, in its sole discretion deem fit and proper and the Allottee undertakes not to object or dispute or demand or direct the Promoter to adjust his payments in any manner.
- 10) The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts to be provided by the Promoter in the Building Matoshree Nagar Excellency - Sapphire A / Pearl B and the Said Premises as are set out in the **Annexure - ____** hereto.
- 11) 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 plans or thereafter and shall, before offering possession of the Said Premises to the Allottee, obtain from the concerned local authority Occupation Certificates in respect of the Building Matoshree Nagar Excellency - Sapphire A / Pearl B.
- 12) It is clearly agreed, understood and acknowledged by the Promoter and the Allottee that time being the **“Essence of the Contract”**. The Promoter shall abide by the time schedule for completing the Project and offering the possession of the Said Premises to the Allottee and the common areas to the common body of the allottees of all the premises of the Building Matoshree Nagar Excellency - Sapphire A / Pearl B,

[Promoter]

[Allottee]

after obtaining the Occupation Certificate. Similarly, the Allottee also shall make timely payments of the installments and other amounts and dues payable by him to the Promoter and also for meeting the other obligations under these presents, subject to the simultaneous completion of construction by the Promoter as provided in Payment Plan.

- 13) The Promoter hereby declares that the Floor Space Index sanctioned as on date in respect of the Project Land is _____ sq. mtrs., and in respect of the Larger Land is _____ sq. mtrs. There is anticipation of further F.S.I. in the Larger Land by use of permissible T.D.R. or any permissible F.S.I. and in such event, the F.S.I. in that respect of the Project Land may go upto _____ sq. mtrs., or thereabout and in respect of the said Entire Land and Other Land may go upto _____ sq. mtrs., and such additional F.S.I. may be in the form of Premium F.S.I. or Incentive F.S.I. or any other F.S.I. by whatever name the same is referred to or described, shall always belong to the Promoter. The Promoter shall be using such additional or further F.S.I. entitlement as per the DC Rules applicable or based on the expectation of increased F.S.I., which may be available in future on modification/revision of DC Rules, which are applicable to the Project and the Phase - II. The Promoter has disclosed the Floor Space Index of as proposed to be utilized by it on the Project Land and the Larger Land and also in the Project and the Allottee has agreed to acquire the Said Premises, based on the proposed construction to be carried out by the Promoter and the sale of premises thereof by the Promoter, by utilizing the proposed F.S.I. and on the clear-cut understanding that the declared proposed F.S.I. shall always belong to Promoter solely and exclusively and further that the Promoter herein, may make use of such additional F.S.I., as it may in its sole discretion deem fit and proper, including use of such additional or further benefits of F.S.I., either on the Buildings of Phase - II or any of the buildings to be constructed of Phase - II.
- 14) In case, the Promoter is not able to abide by the time schedule for

[Promoter]

[Allottee]

completing the Project and handing over the possession of the Said Premises to the Allottee, and in such event, the Promoter agree to pay to the Allottee, in case, he does not intend to withdraw from the Project, an interest as specified in the Rule No. 18 of RERA, on all the amounts paid by the Allottee, for every month of delay, till such time of offering of the possession of the Said Premises to the Allottee.

- 15) The Allottee agrees to pay to the Promoter, interest as specified in the Rule No. 18 of the RERA, on all the delayed payment/s which become due and payable by the Allottee to the Promoter under the terms of these presents from the dates on which, such amounts become due and payable by the Allottee to the Promoter, which is as per the Payment Plan as annexed hereto.
- 16) Without prejudice to the right of Promoter to charge interest in terms of Clause No. ____ hereinabove, the Allottee upon committing any default in the payment of the installment and other dues, on the respective due dates of any amount due and payable by the Allottee to the Promoter under these presents, (including his proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing 3 (three) nos. defaults of payment of installments, the Promoter shall at its own option, may cancel or terminate or rescind these presents.

Provided that the Promoter shall give notice of 15 (fifteen) days in writing [**“Notice/Curing Period”**] to the Allottee, by Registered Post AD / Courier at the address provided by the Allottee hereunder and mail at the e-mail address provided by the Allottee, of its intention to terminate or cancel or rescind these presents, on account of the specific breach or breaches of the terms and conditions of these presents by the Allottee, due to which, it is intended to terminate or cancel or rescind these presents. In case, the Allottee fails to rectify / remedy the breach or breaches as notified by the Promoter within the period of notice and in such event, upon the expiry of the period of notice, the Promoter shall be entitled to terminate, cancel or rescind these presents.

[Promoter]

[Allottee]

Provided further, that upon the termination or cancellation or rescission of these presents, as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages of 10% of the total amount consideration) within a period of 30 (thirty) days, from the date on which the Allottee and the Promoter entered into duly registered Deed of Cancellation, whatever the amounts paid by the Allottee to the Promoter under these presents.

- 17) It is clarified that for whatever reasons or under any circumstances, the Promoter shall not be liable to refund any of the amounts collected by the Promoter of GST or any other levies or cess and deposited by the Promoter to the concerned authority, unless and until, the refund of the same is received by the Promoter from the concerned authority and the such refund shall be without any interest.
- 18) The Promoter agrees to offer the possession of the Said Premises to the Allottee, on or before _____. In case, the Promoter is unable to offer the possession of the Said Premises to the Allottee on account of reasons beyond its control and of its agents i.e. **Force Majeure** which are defined and set-out hereunder separately, by the aforesaid date and in such event, the Promoter shall be liable on demand by the Allottee to refund the amount/s already received by it, in respect of the Said Premises, along with interest at the same rate as provided in the Rule No.18 of the RERA, from the date/s the Promoter received such amount/s, till the actual date of refund.

Provided that the Promoter shall be entitled to reasonable extension of time for offering over the possession of the Said Premises on the aforesaid date, if the completion of Building Matoshree Nagar Excellency, Sapphire A / Pearl B 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.
- 19) **PROCEDURE FOR & OFFERING/TAKING POSSESSION:-**
a) The Promoter, upon obtaining the Part Occupation Certificate /

[Promoter]

[Allottee]

Occupation Certificate of the Building Matoshree Nagar Excellency - Sapphire A / Pearl B and upon the payment of the entire amounts to be paid by the Allottee as per this agreement, shall offer in writing the possession of the Said Premises, to the Allottee, in terms of this Agreement to be taken within 15 (fifteen) days [**“Possession Notice”**] from the date of issue of such notice and the Promoter shall handover the possession of the Said Premises to the Allottee. The Promoter agrees and undertakes to indemnify and keep indemnified 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 the co.op. housing society of allottees, as the case may be from the date of offering the possession of the Said Premises by the Promoter. The Promoter on its behalf shall offer the possession to the Allottee, in writing within 7 (seven) days of receiving the Part Occupation Certificate / Occupation Certificate of the Building Matoshree Nagar Excellency - Sapphire A / Pearl B.

- b) The Allottee agrees and undertakes to take the possession of the Said Premises within 15 (fifteen) days of the written notice from the Promoter to the Allottee intimating that the Said Premises is ready for use and occupation.

20) **CONSEQUENCES OF DEFAULT ON THE PART OF THE ALLOTTEE TO TAKE POSSESSION OF THE SAID PREMISES:-**

- i) Upon receiving the Possession Notice from the Promoter as per Clause No. ____ hereinabove, the Allottee shall take the possession of the Said Premises from the Promoter, by executing necessary indemnities, undertakings and such other documents as prescribed in this Agreement or demanded by the Promoter and the Promoter shall handover the possession of the Said Premises to the Allottee. In case, the Allottee fails to take

[Promoter]

[Allottee]

possession within the time provided in Clause No. ____ and in such event, the Allottee shall continue to be liable to pay maintenance charges, as applicable, without any excuse or protest or demur of whatsoever nature.

- ii) Upon the cancellation or termination of these presents as provided hereinabove, the Promoter shall refund whatever the amounts that are paid by the Allottee within a period of 45 (forty five) days from the date of cancellation or termination of these presents and also upon the Allottee executing and registering the Deed of Cancellation, after deducting therefrom an amount equivalent to 10% of the total consideration as provided hereunder, by way of pre-determined liquated damages;
- iii) In the event of cancellation or termination of these presents, as stated hereinabove, the Allottee shall not have any right, interest, benefits or claim of whatsoever nature against the Said Premises or against the Promoter, save and except the right to receive the refund of the amount, as provided hereinabove;
- iv) Consequent to the cancellation or termination or rescission of these presents, the Promoter shall be entitled to deal with the Said Premises, in favour of any third party or parties, without any reference to the Allottee.

21) **DEFECT LIABILITY:-**

In case, within a period of 5 (five) years from the date of offering the possession of the Said Premises to the Allottee and the Allottee brings to the notice of the Promoter, any structural defect in the Said Premises or the Said Building or any defects on account of workmanship, quality or provision of service other than any such defect/s occur, on account of factors attributable to the Allottee or to any of the other allottees or users of the premises of the Building Matoshree Nagar Excellency - Sapphire A / Pearl B and in such event,

[Promoter]

[Allottee]

wherever possible, such defect/s shall be rectified by the Promoter at its own cost. In case, it is not possible for the Promoter to rectify such defect/s and in such event, the Allottee shall be entitled to receive from the Promoter, compensation for such defects in the manner as provided under the RERA. Provided further under no circumstances such defect liabilities shall not be applicable in respect of any fixtures or fittings so provided in the Said Premises and further that in case of any defect in fixtures and fittings shall be limited to the extent as given by the manufacturer of the same.

22) The Allottee shall use the flat for residential purpose and in case of commercial premises for commercial use which are legally permitted. Likewise, the Allottee shall use the parking space as allotted to him for parking vehicles of himself or his family members, as defined under RERA.

23) The Allottee along with all other allottees of the premises in the Matoshree Nagar Excellency - Sapphire A / Pearl B shall join in forming and registering the co-operating housing society of allottees to be known by such name as the Promoter may decide and for this purpose, also from time to time sign, execute and deliver, the application for registration and/or membership and any other papers and documents necessary for the formation and registration of such co-operative housing society of allottees and also for becoming a member/s thereof, including the Bye-laws of the proposed common body of allottees and duly filled in, signed and returned the same 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 co-operative housing society of allottees to be formed as provided hereunder. No objection shall be raised by the Allottee, if any, changes or modifications are made in the draft Bye-laws or any other Competent Authority.

Provided further, the Allottee along with other allottees of the premises of the Building Matoshree Nagar Excellency - Sapphire A /

Pearl B through the common body of allottees to be formed as provided hereunder shall also from time to time sign, execute and deliver, the application for registration and/or membership and any other papers and documents necessary for the formation and registration of Apex Body or Federation of all the co. op. hsg. societies of the allottees of all the buildings to be constructed in Phase – II shall also sign and deliver to the Promoter within 7 (seven) days of the same being forwarded by the Promoter, so as to enable the Promoter to register such Apex Body or Federation. No objection shall be raised by the Allottee, if any, changes or modifications are made in the draft Bye-laws, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.

- 24) The Promoter shall, within 24 (twenty four) months of registration of the common body as aforesaid, cause to be transferred all the rights, interests and benefits of the Promoter in the Building Matoshree Nagar Excellency - Sapphire A / Pearl B. Subject to however, such conveyance shall be executed by the Promoter only upon the Promoter receiving the entire amounts of consideration and other amounts from all the allottees of the premises of the Building Matoshree Nagar Excellency - Sapphire A / Pearl B. Subject to further, such conveyance shall be prepared by the attorneys of the Promoter.

The promoter shall form the society within a period of three months of the majority of the apartments being sold or within a period of three months of receipt of occupation certificate whichever is earlier.

- 25) Likewise, the Promoter shall execute the conveyance of the Larger Land in favour of the Apex Body / Federation / Association of all the co. op. hsg. societies of all the buildings to be constructed in Phase II in the manner as provided hereunder within three months' from the date of obtaining of Occupation Certificate of the last building to be constructed in the Phase II. Such conveyance to be executed both of the Building A/B and the Larger Land shall be prepared by the attorneys of the Promoter and all and entire professional fees that

[Promoter]

[Allottee]

becomes payable including stamp duty, registration fees and out of pocket expenses in connection with same shall be borne and paid by all the allottees or owners of the premises of the all the buildings to be constructed in the Phase II to the total exclusion of the Promoter.

- 26) Within 15 (fifteen) days after notice in writing i.e. Possession Notice is given by the Promoter to the Allottee that the Said Premises is ready for use and occupation, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Said Premises) of outgoings in respect of the Project Land and Building Matoshree Nagar Excellency - Sapphire A / Pearl B, 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 Project Land and the Building Matoshree Nagar Excellency - Sapphire A / Pearl B thereon. Until the co. op. hsg. soc. is formed and the Building A/B is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings along with applicable taxes, if any, as may be determined. The Allottee further agrees that till the Allottee's share is so determined, the Allottee shall pay to the Promoter provisional monthly contribution towards the outgoings, which may be decided by the Promoter, at the time of offering of the possession of the Said Premises, along with the applicable taxes if any. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until the conveyance of Building Matoshree Nagar Excellency - Sapphire A / Pearl B is executed in favour of the common body of allottees to be formed as aforesaid. On such conveyance being executed for the Building Matoshree Nagar Excellency - Sapphire A / Pearl B, the aforesaid deposits (less deduction provided for in this Agreement) shall be paid by the Promoter to the co. op. hsg. societies, as the case may be, without any interest.

[Promoter]

[Allottee]

27) The Allottee shall on or before offering of possession of the Said Premises keep deposited with the Promoter, the following amounts:-

(i) Rs. _____/- (Rupees _____

_____ Only) towards share money, application, entrance fees of the co. op. hsg. society, of the allottees;

(ii) Rs. _____/- (Rupees _____

_____ Only) towards share money, application, entrance fees of the Apex Body or Federation or Association;

(iii) Rs. _____/- (Rupees _____

_____ Only) towards the deposit towards provisional monthly contribution against the outgoings of co. op. hsg. soc. ltd. to be formed;

(iv) Rs. _____/- (Rupees _____

_____ Only) towards the deposit towards provisional monthly contribution against the outgoings of Apex Body or Federation or Association to be formed.

28) It is agreed, admitted and acknowledged by the Allottee that in case, the Promoter provide any additional amenities, other than the amenities, as specified hereunder, which shall be at its sole discretion and in such event, the Allottee shall pay to the Promoter, such amounts as may be decided by the Promoter for the maintenance and upkeep of such additional amenities.

29) The Allottee shall also pay to the Promoter, a sum of Rs.

[Promoter]

[Allottee]

_____-/- (Rupees _____)

Only) 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 co. op. hsg. society of the allottees for the preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance, as provided hereunder.

30) Similarly, the Allottee shall also pay to the Promoter, a sum of Rs.

_____-/- (Rupees _____)

Only) 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 Apex Body or Federation or Association for the preparing its rules, regulations and bye-laws and the cost for preparing and engrossing the conveyance, as provided hereunder.

31) The Allottee do hereby admit, confirm and further place on record that the Promoter have made aware of him about the fact that the common amenities and facilities to be provided by the Promoter in the Building Matoshree Nagar Excellency - Sapphire A / Pearl B and in the Said Project, more particularly described in **Fourth Schedule** written hereunder shall be provided, by the Promoter, without any time limit or restriction and the same may not be ready at the time of offering possession of the Said Premises to the Allottee.

32)(i) On or before registration of conveyance of the Building Matoshree Nagar Excellency - Sapphire A / Pearl B, the Allottee shall pay to the Promoter, the Allottee's share of stamp duty and registration charges payable, by the common body of allottees or any document or instrument of transfer in respect of the Project Land and the Building Matoshree Nagar Excellency - Sapphire A / Pearl B.

[Promoter]

[Allottee]

(ii) Likewise, on or before execution and registration of conveyance of the Larger Land, the Allottee shall contribute and pay to the Promoter or the Promoter, his proportionate share through the co. op. hsg. soc. ltd., to be formed of allottees of all buildings to be provided in Phase – II as provided hereinabove, the stamp duty, registration fees and out of pocket expenses that become payable.

33) **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:-**

The Promoter do hereby represent and warrant to the Allottee as follows:-

- i) that subject to mortgage created in favour of Bassein Catholic Co-operative Bank Ltd., Naigaon Branch, the title of the Project Land and Larger Land is clear and marketable and free from all encumbrances;
- ii) that it has disclosed in the Title Report annexed to these presents, it has requisite rights to carry out development upon the Project Land and the Building Matoshree Nagar Excellency - Sapphire A / Pearl B and also have actual, physical and legal possession of the Project Land for the implementation of the Project;
- iii) that it 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;
- iv) that there are no encumbrances on the Larger Land or the Project, except the mortgage created in favour of Bassein Catholic Co-operative Bank Ltd., as stated hereinabove;
- v) that there are no litigations pending before any Court of law in respect to the Larger Land or the Project Land or the Project;

[Promoter]

[Allottee]

- vi) that all approvals, sanctions, permissions issued by the competent authorities in respect to the Project, Project Land and Building Matoshree Nagar Excellency - Sapphire A / Pearl B are valid and subsisting and were obtained by following due process of law. Further, all approvals, sanctions, permissions, licenses and permits to be issued by the competent authorities in respect of the Project, the Larger Land and the Building Matoshree Nagar Excellency - Sapphire A / Pearl B shall be obtained by following due process of law and the Promoter have been and shall, at all times, remain to be in compliance with all applicable laws pertaining to the Project, the Project Land, Building Matoshree Nagar Excellency - Sapphire A / Pearl B and the common areas;
- vii) that it has every right to enter into this Agreement and further have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee agreed to be created by these presents may prejudicially be affected;
- viii) that it 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 Larger Land or the Project Land, including the Project and the Said Premises, which will, in any manner, affect the rights of the Allottee under this Agreement;
- ix) that it confirms that it is not restricted in any manner whatsoever from allotting the Said Premises to the Allottee in the manner, as contemplated in this agreement;
- x) that at the time of execution of the conveyance of Building Matoshree Nagar Excellency - Sapphire A / Pearl B in favour of co. op. hsg. society ltd., of the allottees, the Promoter shall handover lawful, vacant, peaceful, physical possession of the

[Promoter]

[Allottee]

common areas of the Building Matoshree Nagar Excellency - Sapphire A / Pearl B to the association of the allottees, which are set-out in Section A of Fourth Schedule written hereunder. The remaining common areas in Section B of Fourth Schedule shall be handed over by the Promoter within 24 (twenty-four) months from the date of obtaining of Occupation Certificate of the Building Matoshree Nagar Excellency - Sapphire A / Pearl B;

- xi) that it 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 of the Project to the concerned / competent authorities;
- xii) that 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 them respect of the Project Land and/or the Project.

34) The Allottee for himself with an intention to bring all persons into whosoever hands the Said Premises may come, hereby covenants with the Promoter as under:-

- i. To maintain the Said Premises at the Allottee's own cost in good and tenantable repair and condition from the date of possession of the Said Premises is taken and shall not do or suffer to be done anything in the Said Building, which may be against the rules, regulations or bye-laws or change/alter or make addition in the Building Matoshree Nagar Excellency - Sapphire A / Pearl B and the Said Premises itself or any part thereof without the consent of the local authorities;
- ii. Not to store in the Said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as

to damage the construction or structure of the Building Matoshree Nagar Excellency - Sapphire A / Pearl B 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 Matoshree Nagar Excellency - Sapphire A / Pearl B, including entrances of the Building Matoshree Nagar Excellency - Sapphire A / Pearl B and in case any damage is caused to the Building Matoshree Nagar Excellency - Sapphire A / Pearl B or the Said Premises on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of any such breach;

iii. To carry out at his own cost all internal repairs to the Said Premises and maintain the Said Premises 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 Matoshree Nagar Excellency - Sapphire A / Pearl B or the Said Premises 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 alone 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 Premises 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 Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Building Matoshree Nagar Excellency, Sapphire A / Pearl B and shall keep the portion, sewers, drains and pipes in the Said Premises and the appurtenances thereto in good tenantable repair, state and condition, and in particular, so as to support shelter and protect

the other parts of the Building Matoshree Nagar Excellency - Sapphire A / Pearl B 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 Premises without the prior written permission of the Promoter and/or the common body of the allottees;

- 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 Matoshree Nagar Excellency - Sapphire A / Pearl B 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 Premises in the compound or any portion of the Project Land and the Building Matoshree Nagar Excellency - Sapphire A / Pearl B or in the Lager Land;
- vii. To pay to the Promoter within 15 (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 Matoshree Nagar Excellency - Sapphire A / Pearl B.
- viii. To bear and pay any increase in the 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 Premises by the Allottee for any purposes other than for purpose for which is being sought to be allotted;
- ix. Not to let, sub-let, transfer, assign or part with interest or benefit factor under this Agreement or part with the possession of the Said Premises until all the dues payable by the Allottee to the

[Promoter]

[Allottee]

Promoter under this Agreement are fully and completely paid up;

- x. To observe and perform all the rules and regulations which the common body of allottees may adopt since its inception and any additions, alterations or amendments thereof that may be made from time to time for the protection and maintenance of the Said Building and the premises 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 common body of the allottees regarding the occupation and use of the Said Premises in the Building Matoshree Nagar Excellency - Sapphire A / Pearl B and also maintenance and upkeep of the Layout, consisting of the Building Matoshree Nagar Excellency - Sapphire A / Pearl B 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 the conveyance of the Larger Land is executed in favour of Apex Body or Federation or Association to be formed as provided hereinabove, the Promoter and the Promoter and their respective surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Building Matoshree Nagar Excellency - Sapphire A / Pearl B or any part thereof to view and examine the state and condition thereof.
- xii. Likewise, till the conveyance of the Larger Land is executed in favour of the Apex Body/Federation/Association to be formed as provided hereinabove, the Promoter, its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into the Said Premises and also the Building Matoshree Nagar Excellency - Sapphire A / Pearl B and upon the Project Land or any part thereof to view and examine the state and

condition thereof.

xiii. The Allottee shall also bear and pay his share of outgoings in respect of the common amenities to be provided in the Building Matoshree Nagar Excellency - Sapphire A / Pearl B;

xiv. The Allottee shall also bear and pay his share in respect of the outgoings of the common amenities and facilities to be provided in the Phase II / Layout, as and when demanded without any excuse, cause or demur;

xv. To strictly follow the fire safety instructions;

xvi. Not to tamper with or damage or spoil the fire-fighting systems and equipment so installed in the Building Matoshree Nagar Excellency - Sapphire A / Pearl B, in any manner whatsoever;

35) **DECLARATION AND ASSURANCE BY THE ALLOTTEE:-**

- i) The Allottee doth hereby represent and further assure the Promoter that the whatever the amounts he has paid to the Promoter, in respect of the Said Premises and all other payments that he may be making hereinafter, is from his legal and lawful source of earnings alone and further admits, confirms and acknowledges that the Promoter herein has agreed to accept the booking of the Said Premises, entirely relying upon and completely based on the assurances and representations made by me, hereinabove;
- ii) The Allottee hereby confirms that the Promoter has given to the Allottee concession in the consideration provided under these presents, which is less than the rate presently prevailing in the same vicinity in respect of the other buildings similarly situate at, considering that the Allottes has agreed to the unconditional and irrevocable right and authority of the Promoter in respect of

[Promoter]

[Allottee]

various open space, use of terrace, car parking space etc. and further agreed to pay such amounts, deposits, taxes to the government. development charges, betterment charges, GST etc. as, set-out hereunder under these presents and shall not obstruct, interfere, challenge, or dispute such rights of the Promoter and shall further shall extend full and whole-hearted co-operation, as may be required by the Promoter and that he has undertaken to make such payments not limited to deposits, taxes etc. as mentioned under these presents.

- iii) The Promoter shall have the first charge and paramount lien over the Said Premises in respect of all the dues and amounts that are payable by the Allottee to the Promoter under these presents;
- iv) Similarly, the Allottee do hereby admit, confirm and acknowledge that the Promoter shall be fixing or displaying its **“logo”** or **“monogram”** on any prominent portion or place of the Building A/B, as the Promoter may in its sole discretion deem fit and proper and such logo shall not be destroyed or removed or defaced or tempered or altered or mutilated by the Allottee or other allottees of the premises of the Building Matoshree Nagar Excellency - Sapphire A / Pearl B, or the common body to be formed of the allottee of the premises of the Building Matoshree Nagar Excellency - Sapphire A / Pearl B, for whatever reasons or under any circumstances;
- v) The Allottee do hereby further agree, admit, confirm and acknowledge that as per the agreed terms of the Allotment of the Said Premises, by the Promoter to the Allottee, as contemplated by these presents, notwithstanding execution of conveyance of the Building Matoshree Nagar Excellency - Sapphire A / Pearl B to be executed in the manner as provided hereunder, save and except the municipal tax, no other amounts is payable, not limited to including maintenance charges in respect of the unsold

premises of the Building Matoshree Nagar Excellency - Sapphire A / Pearl B, till such time, the same are finally allotted and occupied, by the prospective allottees. The Allottee do hereby further agree, admit and acknowledge that stipulations as contemplated under this para shall be binding upon all other allottees of the premises of the Building Matoshree Nagar Excellency - Sapphire A / Pearl B and also the common body of allottees to be formed of all the premises of the Building Matoshree Nagar Excellency - Sapphire A / Pearl B, at all times;

- 36) 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 formation of the co. op. hsg. soc. of the allottees or Apex Body or Federation, towards the outgoings, legal charges and shall utilize such amounts only for the purposes for which they have been received.
36. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the Said Premises, the Building Matoshree Nagar Excellency - Sapphire A / Pearl B and the Project Land. The Allottee shall have no claim, save and except, in respect of the Said Premises hereby agreed to be allotted to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, shall remain the property of the Promoter until the Building Matoshree Nagar Excellency - Sapphire A / Pearl B B is transferred / conveyed to the common body of the allottees to be formed as provided hereunder.
- 38) **THE PROMOTER SHALL NOT MORTGAGE OR CREATE ANY CHARGE:-**
After the Promoter and the Promoter execute this Agreement, they shall not mortgage or create a charge on the Said Premises 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

[Promoter]

[Allottee]

mortgage or charge shall not affect the right and interest of the Allottee in respect of the Said Premises, as agreed to be purchased by these presents. However, it is explicitly made clear by the Promoter to the Allottee that notwithstanding anything contained under these presents, the Promoter shall always be entitled to raise finance against the security of their rights, interest, benefits, in the Project from any financial institutions, as the Promoter, may in its sole discretion deem fit and proper.

39) **AVAILING OF FINANCIAL ASSISTANCE BY THE ALLOTTEE:-**

The Allottee shall be entitled to avail financial assistance from any institutions against the Said Premises and the same shall be subject to the following terms and conditions and also in the following manner:-

- i) that the Allottee shall make a request in writing to the Promoter seeking permission or noc for availing such financial assistance against Said Premises;
- ii) that upon the receipt of such request from the Allottee, the Promoter shall issue necessary NOC to the Allottee for availing such financial assistance and the same shall be subject to the payment of the amount of consideration and also all other amounts and dues payable by the Allottee to the Promoter as provided hereunder;
- iii) that it is expressly agreed and specifically understood and acknowledged by the Allottee that the entire liability and responsibility to repay such financial assistance, including the monthly EMI payable and further that for whatever reasons or under any circumstances, the Promoter shall not be held liable or responsible for the same;
- iv) that whatever the financial assistance so obtained shall be paid directly to the Promoter and the Promoter shall be entitled to

[Promoter]

[Allottee]

appropriate the same against the dues and amounts payable by the Allottee to the Promoter as provided hereunder and the Allottee shall not be entitled to dispute or raise objection against such appropriation to be made by the Promoter.

40) **LOAN & MORTGAGE:-**

- (i) The Allottee shall be entitled to avail loan from any bank / financial institution and to mortgage the Said Premises by way of security for repayment of the such loan to such bank / financial institution, with the prior written consent of the Promoter. The Promoter shall be entitled to refuse permission to the Allottee for availing any such loan and for creation of any such mortgage/charge, in the event the Allottee has defaulted in making payment of the sale consideration and/or other amounts payable by the Allottee under this Agreement.
- (ii) All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the such loan, mortgage of the Said Premises, servicing and repayment of the such loan, and any default with respect to the such loan and/or the mortgage of the Said Premises, shall be solely and exclusively borne and incurred by the Allottee alone. The Promoter shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage, for whatever reasons or under any circumstances.
- (iii) The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoter in any manner, and shall be subject to and shall ratify the right and entitlement of the Promoter to receive the balance sale consideration and balance other amounts payable by the Allottee under this Agreement.
- (iv) In the event of any enforcement of security/mortgage by any

[Promoter]

[Allottee]

bank/financial institution, the same shall be subject to the rights of the Promoter to recover the entire sale consideration along with the other charges and taxes with respect to the Said Premises.

41) **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 of the Agreement by the Allottee and **secondly**, appears for registration of the same before the concerned Sub-Registrar of Assurance, 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 appears before the Sub-Registrar of Assurance for its registration, as and when intimated by the Promoter, then, the Promoter shall serve a notice to the Allottee for rectifying / remedying such default/s, which, if not rectified / remedied within 15 (fifteen) days from the date of its receipt of such notice by the Allottee, application of the Allottee may 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.

42) **ENTIRE AGREEMENT:-**

This agreement, along with its Schedules and Annexures, constitutes the entire agreement between the Parties in respect of the subject matter as contained hereof and supersedes any and all understandings, any other agreements, allotment letter, booking forms, correspondences, arrangements whether written or oral, if any, between the parties in respect of the Said Premises.

43) **AMENDMENT:-**

[Promoter]

[Allottee]

This Agreement can only be amended with the written consent of the Parties.

44) **TERMS/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 terms/provisions as contained herein and the obligations arising hereunder, in respect of the Project shall equally be applicable to and enforceable against any subsequent transferee/s of the Said Premises, in case of a transfer, as the said obligations go along with the Said Premises for all intents and purposes.

45) **NOMINEE:-**

- (i) The Allottee hereby nominates _____
("Nominee") as his nominee in respect of the Said Premises. On the death of the Allottee, the Nominee shall assume all the obligations of the Allottee under this Agreement and in respect of the Said Premises, and shall be liable and responsible to perform the same, so far as permissible in law. The Allottee shall at any time hereafter be entitled to substitute the name of such Nominee. The Promoter shall only recognize the Nominee or the nominee substituted by the Allottee (if such substitution has been intimated to the Promoter in writing) and deal with him in all matters pertaining to the Said Premises, till the time the necessary order of the court of law is obtained by any legal heirs and/or representatives of the Allottee.

- (ii) The heirs and legal representatives of the Allottee shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc. of and/or by the Nominee.

46) **SEVERABILITY:-**

If any terms/provisions of this Agreement is declared to be void or unenforceable under the RERA or Maharashtra and Regulations made

[Promoter]

[Allottee]

thereunder or under other applicable laws, such terms/provisions of the Agreement shall be deemed to be amended or deleted, in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the RERA or the MahaRules and Regulations made thereunder or the applicable laws, as the case may be, and the remaining terms/provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

47) **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 of the premises of the Said Building and the same shall be based on pro-rata basis of the area of the Said Premises in relation to the total areas of the premises of the Said Building. Similarly, in case, the Allottee is required to contribute any amount towards the common facilities and amenities to be provided in the Layout and the same shall also be on the pro-rata basis i.e. the area of the Said Premises is proportion to the total areas of all the premises of the buildings to be constructed on the Layout.

47. **ACKNOWLEDGEMENT BY THE ALLOTTEE:-**

- a) The Allottee doth hereby admit, confirm and acknowledge that the Promoter has specifically informed him and it is clearly understood and acknowledged by him that the Promoter may in its sole discretion amalgamate the Project Land or the Larger Land with the adjacent land or lands, in its sole discretion. In case of such amalgamation, as proposed by the Promoter, the conveyance of the Larger Land shall be executed in favour of Federation or Apex Body or Association to be formed of the common bodies of allottees of all the buildings of such amalgamated development and the Allottee doth hereby further admit and confirm that he has accorded his approval and

[Promoter]

[Allottee]

concurrence for such amalgamated development to be carried out by the Promoter, as provided hereinabove.

- b) The Promoter have informed the Allottee and the Allottee is aware that the Promoter have retained to itself the exclusive right of providing T.V./Internet – Cable and dish antennae network in the Project. The aforesaid rights are retained by the Promoter to itself permanently and the Promoter shall be entitled to deal with and dispose off and/or assign the said rights in favour of such person or corporate body as the Promoter may determine save and unless the Promoter relinquish the such rights. The consideration received for such assignment shall belong to the Promoter alone. In view thereof, the Allottee and /or allottees/owners of premises in the Project shall not have a right to obtain T.V. / Internet and or other dish antenna network facilities either alone or jointly with others through any other agents but shall obtain the T.V. / Internet and or other dish antenna network facilities from the Promoter or the assignee(s) of the Promoter save and except in case of relinquishment as aforesaid. The Allottee and/or occupants of premise in the Project and/or Organization of Allottee shall pay the charges (including deposits) as may be charged by the Promoter and/or such assignee(s) as aforesaid for availing the transmission facilities and network as aforesaid and shall give to them all necessary co-operation of enabling them install, maintain and repair the equipment thereof and shall not be entitled to charge the Promoter and/or their assignee(s) as aforesaid any amount for the said rights or incidental thereto. The necessary covenant will be incorporated in the Deeds of Assignment/ Conveyance/ Declaration/ Deeds of Apartment as the case may be.

48) **FURTHER ASSURANCES:-**

The Parties agree that they shall execute, acknowledge and deliver to

[Promoter]

[Allottee]

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.

49) **COMPLIANCE OF LAWS RELATING TO REMITTANCES:-**

- (i) The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities a laid down in The Foreign Exchange Management Act 1999, Reserve Bank of India Act and the rules and regulations made thereunder or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India, etc. and provide the Promoter, with such permissions, approvals, which would enable the Promoter, to comply with its obligation under these presents. Any refund, transfer of security, if provided in terms of these presents, shall be made in accordance of The Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of Reserve Bank of India or any other applicable laws. The Allottee understands and agrees that in the event of any failure on his part to comply with the applicable guidelines issued by Reserve Bank of India, he shall alone be liable for any action under The Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- (ii) The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee, subsequent to the signing of these presents, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter, immediately and

[Promoter]

[Allottee]

shall also comply with all formalities, if any, under the applicable laws, the Promoter shall not be responsible towards any third party making payments/remittance on behalf of the Allottee and such third party shall not have any right in the premises applied for in any way and the Promoter shall be issuing the receipts in the name of the Allottee only.

50) **PLACE OF EXECUTION:-**

The execution of this Agreement shall be complete only upon its execution by the Promoter through their respective authorized signatories at the Promoter's office, or at some other place, which may be mutually agreed between the Promoter and the Allottee and after the Agreement is duly executed by the Allottee and the Promoter and the Promoter or simultaneously with the execution this Agreement shall be registered at the office of the Sub-Registrar of Assurance at Ambarnath / Badlapur. Accordingly, this Agreement shall be deemed to have been executed at Ambarnath / Badlapur.

51) The Allottee and/or Promoter shall present this Agreement as well as the conveyance/s to be executed as provided hereunder at the concerned Office of the Sub-Registrar of Assurance for registration within the time limit prescribed under the Registration Act and the Promoter shall attend such office and admit execution thereof.

52) All the notices to be served on the Allottee, the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee, the Promoter by Registered Post A.D or courier and notified Email ID at their respective addresses specified below:-

(Name of the Promoter) : Matoshree Shelters (I) Pvt. Ltd.

(Address of the Promoter) : Matoshree Nagar, Wimco Naka,
Kalyan Badlapur Road,

[Promoter]

[Allottee]

Opp. Petrol Pump,
Ambernath (West),
District - Thane 421 505.

(Email-ID of the Promoter) : msipl.net@gmail.com

(Name of the Allottee) : _____

(Address of the Allottee) : _____

(Email-ID of the Allottee) : _____

The Allottee and the Promoter shall inform each other of any change in address as given hereinabove, subsequent to the execution of this Agreement, by Registered Post or courier, failing in which, all communications and letters posted at the abovesaid address shall be deemed to have been served/received by the Promoter or the Allottee, as the case may be.

53) **JOINT ALLOTTEES:-**

In case, there are joint allottees and in such event, all communications shall be sent by the Promoter to the Allottee, whose name appears first and at the address given by him, which shall for all intents and purposes be deemed to have been served on all the Allottees.

54) **DISPUTE RESOLUTION:-**

If any disputes, differences or claims arise between the Parties hereto in connection with or touching this Agreement or the validity, interpretation, implementation or alleged breach of the terms of this

[Promoter]

[Allottee]

Agreement anything done or omitted to be done pursuant to this Agreement, the Parties shall attempt in the first instance to resolve the same mutually by negotiation. If the disputes, differences or claims are not resolved by negotiation within 90 (ninety) days after commencement of discussions or such longer period as the Parties may agree to in writing, then either party may refer such disputes, differences or claims, to the Authority as per the provisions of the RERA and the Maharashtra.

55) **STAMP DUTY & REGISTRATION CHARGES:-**

The charges towards stamp duty fees and registration charges of this Agreement and all out of pocket costs, charges and expenses on all documents for sale and/or transfer of the Said Premises and the Parking Space shall be borne by the Allottee alone.

56) **GOVERNING LAW & JURISDICTION:-**

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 of Ulhasnagar/Kalyan shall have the jurisdiction for this Agreement.

IN WITNESS WHEREOF, the Parties hereunto have set and subscribed their respective hands to these presents, on the day, month and year first written hereinabove.

THE FIRST SCHEDULE HEREINABOVE REFERRED TO

[The Description of the Larger Land]

ALL THOSE PIECES AND PARCELS of lands or grounds bearing Plot Nos. 9A & 9B, corresponding C.T.S. Nos. 5386 to 5398, 6435 to 6520 and 6522 to 6594, which as per the 7/12 Extracts is admeasuring 22,009 sq. mtrs. or thereabout, and as per the PR Cards is admeasuring 21,593.80 sq. mtrs. or thereabout, of Revenue Village - Kohoj Khunthavali, presently Taluka - Ambarnath, District -Thane, now falling within the local limits of Ambarnath

[Promoter]

[Allottee]

Municipal Council, along with 2 (Two) other landed properties bearing Plot No. N.A. 26 & Plot No. D.D., Scheme 15, also of Revenue Village -Kohoj Khunthavali, presently Taluka -Ambernath, District -Thane, now falling within the local limits of Ambernath Municipal Council, which is demarcated in ____ coloured ink in the copy of the Table Plan annexed hereto and marked as Annexure - ____.

THE SECOND SCHEDULE HEREINABOVE REFERRED TO

[Description of the Project Land]

A portion admeasuring ____ sq. mtrs., out of and from lands bearing C.S. No. ____, forming part of the larger properties which are more particularly described in the First Schedule written hereunder, which is demarcated in ____ coloured ink in the copy of the Table Plan annexed hereto and marked as Annexure - ____.

THE THIRD SCHEDULE HEREINABOVE REFERRED TO

[Description of the Said Premises]

A flat / shop, being **Flat / Shop No.** _____, on _____ Floor, admeasuring _____ sq. mtrs. (carpet), as per RERA having a separate enclosed balcony admeasuring ____ sq. mtrs., (carpet), in Matoshree Nagar Excellency, Sapphire A / Pearl B forming part of a layout Phase – II and which is bounded as under:-

That is to say that:-

On or towards North : By _____;

On or towards South : By _____;

On or towards East : By _____;

[Promoter]

[Allottee]

On or towards West : By _____;

GENERAL AMENITIES TO BE PROVIDED

A. Flat:-

- 1) Vitrified Tiles.
- 2) Anodized aluminum windows in all rooms with granite & marble window frame.
- 3) Granite kitchen platform with SS Sink and service platform.
- 4) Glazed tiles from kitchen platform to ceiling level.
- 5) Modular Kitchen beneath the main kitchen platform.
- 6) Wooden doors beneath the service platform.
- 7) Granite frame for kitchen, bathroom and WC.
- 8) Wooden frame for main door with decorative laminates.
- 9) Loft above Bathroom/WC.
- 10) Full height glazed tiles in Bathroom & WC.
- 11) Anti-skid tiles in Bathroom & WC.
- 12) Internal walls with gypsum punning finish.
- 13) Concealed electrical copper wiring with adequate points.
- 14) Good quality modular switches.
- 15) Concealed plumping.
- 16) Good quality CP fittings.
- 17) MS railing to be provided with glass panel.
- 18) Oil bound distemper paint by Asian Paints.

B. External:-

- 1) Earthquake resistant RCC Frame Structure.
- 2) Branded High Speed Elevators.
- 3) Solar Treatment System.
- 4) Decorative Entrance Lobby With CCTV.
- 5) Rain Water Harvesting System.
- 6) External Lobbies.
- 7) Fire-fighting systems.

[Promoter]

[Allottee]

- 8) Acrylic/Semi-acrylic on external surface of the building.
- 9) Eye appealing elevation.
- 10) Standby power backup to be provided for the elevator and entrance lobby.
- 11) Security intercom facility.

THE FOURTH SCHEDULE HEREINABOVE REFERRED TO

(The nature, extent and description of common areas and facilities in the
Project)

(To be handed over at the time of handing over the possession of the Said
Building to the common body of allottees to be formed.)

1. Portion of land underneath building along with the appurtenant land.
2. Entrance lobby.
3. Fire Safety Equipment.
4. Electrical Meter Rooms.
5. Overhead Water Storage Tank.
6. Underground Water Storage Tank with pump room.
7. Terrace.
8. Watchman Cabin.
9. Staircase and Landing Space.
10. Back-up Generator For Elevators.
11. Solar Treatment System.
12. Rain Water Harvesting System.
13. Lobby on all floors.

SIGNED, SEALED AND DELIVERED }
BY THE WITHINAMED }
“THE PROMOTER” }
 }
MATOSHREE SHELTERS (I) PVT. LTD. }
(PAN NO. _____) }
(through its director) }

[Promoter]

[Allottee]

SHRI. DEEPAK J. KAPADIA

(DIN 02055354)

In the presence of:-

1. Shri.....

2. Shri.....

SIGNED, SEALED AND DELIVERED

BY THE WITHINAMED

“THE ALLOTTEE”

SHRI/SMT/M/S. _____

(PAN NO. _____)

In the presence of:-

1. Shri.....

2. Shri.....

[Promoter]

[Allottee]

R E C E I P T

RECEIVED of and from the Allottee within named, a sum of Rs.
_____-/- (Rupees _____)

_____ Only) in the mode and manner as
provided hereunder, by way of earnest money / and other amounts payable
to us, as within provided:-

Sr. No.	Date	Bank	Branch	Mode	Amount [Rs.]

[Promoter]

[Allottee]

				Total	

We Say Received

For Matoshree Shrelters (I) Pvt. Ltd.

1. _____

2. _____

(The Directors)

(The Promoter)

Witness:-

1. _____

2. _____

Annexure -

Payment Plan

Sr. No.	Milestone	%	Amount [Rs.]
01.	Before execution of this Agreement, by way of Token/Earnest money	09%	
02.	Simultaneously on execution of this Agreement or on or before _____	21%	
03.	On completion of:-		
a.	Plinth or on or before _____	15%	
b.	1 st Slab or on or before _____	03%	

[Promoter]

[Allottee]

c.	2 nd Slab or on or before _____		
d.	3 rd Slab or on or before _____		
e.	4 th Slab or on or before _____		
f.	5 th Slab or on or before _____		
g.	6 th Slab or on or before _____		
h.	7 th Slab or on or before _____		
i.	8 th Slab or on or before _____		
j.	9 th Slab or on or before _____		
k.	10 th Slab or on or before _____		
l.	11 th Slab or on or before _____		
m.	12 th Slab or on or before _____		
n.	13 th Slab or on or before _____		
o.	14 th Slab or on or before _____		
p.	15 th Slab or on or before _____		
q.	16 th Slab or on or before _____		
4.	On completion of Walls, internal and external brick wall, flooring, doors, windows and sanitation fitting work	05%	
5.	On completion of internal and external plaster work	05%	
6.	On completion of internal and external plumbing work	05%	
7.	On completion of electrical work	05%	
8.	On completion of internal and external painting work	05%	
9.	On or before offering possession	05%	

[Promoter]

[Allottee]

	Total →	100%	
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(The Details Pertaining To Payments)

- 1) Name : Matoshree Shelters (I) Pvt. Ltd.
2) Account Details : Matoshree Shelters (I) Pvt. Ltd.
Rera Escrow A/c
No. _____
3) Name Of Bank : Bassein Catholic Co-op Bank Ltd.
4) Branch : Naigoan (E) Branch.
5) Bank Code : BACB0000035

Annexure -

Specifications of Flooring, Fixtures & Fittings

Sr. No.	Item / Description	Brand
1.	Flooring	Vitrified tiles of Western Marbo or Equivalent. 600MM*600MM
2.	Windows	Anodized aluminum sliding windows with one way tinted 4mm glass with marble sill pati.
3.	Door	Fancy decorated designer laminated door with high quality standard fitting.
4.	Kitchen	A. Granite kitchen platform with stainless steel sink.
5.	Toilet /	Vitrified flooring (300mm*300mm) and

[Promoter]

[Allottee]

	Bathroom	Vitrified wall tiles (450mm*300mm) full tiles of Spantika Brand or equivalent, concealed plumbing pipe line fittings of W.C & Bathroom Fitting of Seiko or Equivalent.
6.	Painting	Distemper Paint of Asian or equivalent in internal and semi acrylic or acrylic in external paint of Asian paints or equivalent.
7.	Electric	Concealed copper wiring in entire flats with high quality ISI mark with modular switches of Almake or equivalent.
8.	Elevator	White Elevator Or Equivalent Elevator In Each Wing having capacity of 8 persons.

Matoshree Shelters – Ambernath.

[Promoter]

[Allottee]