

AGREEMENT

THIS AGREEMENT made and entered into at Badlapur this ____ day of _____ in the Christian Year Two Thousand _____(20 ____)

B E T W E E N

M/s. SHREE SQUARE FEET ENTERPRISES LLP, a Limited Liability Partnership Company duly incorporated under the Limited Liability Partnership Act, PAN: ABYFS4012M, having address at A-1/104, Grand Square, Behind Bhakti Park Complex, Near Talathi Office, Village Boriwade, Anand Nagar, Ghodbandar Road, Thane(W) 400 607 through its Partner **Shri.** _____, hereinafter referred to as **PROMOTERS** (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include all the Partners for the time being constituting the said Firm, their survivors and their respective heirs, executors and administrators) of the **ONE PART**

A N D

Shri. / Smt. / M/s. _____

_____,
PAN: _____,

having address at _____

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

WHEREAS:

A. At the relevant time, Smt. Pramila Ragnath Hadpe, Smt. Jijabai Vitthal Suradkar and Shri. Eknath Sambhu Bhoir (hereinafter referred to as **Pramila & Others**) were the absolute Owners and fully seized and possessed of and otherwise well and sufficiently entitled to all that piece and parcel of the Land bearing Survey No.128 Hissa No.3, admeasuring 4500 sq. mtrs., situated at Village Chikhholi, Taluka Ambarnath, District Thane, within the limits of Ambarnath Municipal Council (**AMC**) and Registration District and Sub-District Ulhasnagar-3 (hereinafter referred to as **Land-A**).

B. By and under a Sale Deed dtd.16/04/2012, registered at Sr.No.UHN-3-2009/2012 in the Office of Sub-Registrar Ulhasnagar (for short called **Sale Deed-A**), the said Pramila & Others sold and transferred to Shri. Sachin C. Mirani and Shri. Mansukh V. Shah (for short called **Mirani & Shah**) the part portion admeasuring 3900 sq.mtrs. out of the said Land-A.

C. By and under a Sale Deed dtd.11/10/2012, registered at Sr.No.UHN-3-5257/2012 in the Office of Sub-Registrar Ulhasnagar (for short called **Sale Deed-B**), the said Pramila & Others with the confirmation of Shri. Amit Krishnakant Andade as the Confirming Party sold and transferred to Mirani & Shah the remaining part portion admeasuring 600 sq.mtrs. out of the said Land-A.

D. Thus by and under the said Sale Deed-A and said Sale Deed-B, the said Mirani & Shah became the absolute owners and fully seized and possessed of and otherwise well and sufficiently entitled to the said Land-A and to deal with and develop the same.

E. At the relevant time, Shri. Bhavin R. Patel & Others were the absolute Owners and fully seized and possessed of and otherwise well and sufficiently entitled to all that piece and parcel of the Land bearing Survey No.131 Hissa No.3, admeasuring 9400 sq. mtrs., situated at Village Chikhloli, Taluka Ambernath, District Thane, within the limits of AMC and Registration District and Sub-District Ulhasnagar-3 (hereinafter referred to as **Land-B**).

F. By and under a Sale Deed dtd.30/09/2012, registered at Sr.No.UHN-3-6271/2012 in the Office of Sub-Registrar Ulhasnagar (for short called **Sale Deed-B**), the said Bhavin & Others sold and transferred to Mirani & Shah the said Land-B and thus the said Mirani & Shah became the absolute owners and fully seized and possessed of and otherwise well and sufficiently entitled to the said Land-B and to deal with and develop the same.

G. Said Land-A and said Land-B are adjoining to one another and the same are hereinafter collectively referred to as **Larger Land** and more particularly described in the **First Schedule** written hereunder.

H. The Promoters have obtained Right of Way for ingress and egress along Twelve Meter wide strip of land passing through adjacent lands. The Promoters have proposed to develop the Larger Land with amalgamation therewith of the land bearing Survey No.128/4 admeasuring about 5600 sq.mtrs. and Survey No.131/4 admeasuring about 11200 sq.mtrs. which are adjoining to the

Larger Land (for short called **Other Land**) and plans for the same are in the process of being finalized and to get approved from AMC. There is Gas Pipe Line of GAIL passing through part of the Larger Land as also said Other Land.

I. The Promoters decided to develop the Larger Land by constructing multi-storey buildings thereon by obtaining necessary permissions, sanctions, approvals etc. from AMC, District Collector, Thane, other concerned Planning Authorities, Local Authorities etc. and to sell flats and premises in such buildings on ownership basis to prospective purchasers by executing Agreements as per the provisions of the Maharashtra Ownership Flats Act, 1963 [for short called **MOFA**] and Rules made thereunder and the Promoters started taking steps in that behalf.

J. In order to develop the Larger Land, the Promoters herein entered into standard Agreement with Architect M/s. Raj & Associates, a Firm of Architects represented by Shri. S.R. Khambayat, duly registered with the Council of Architecture (hereinafter referred to as **Architects**) and also with Structural Engineers M/s. Techline Consulting Engineer, (hereinafter referred to as **Structural Engineer**) for the purpose of preparation of the layouts, plans, specifications, drawings, structural designs etc. of the buildings to be constructed on the Larger Land and carrying out development thereof with the construction of buildings thereon and the Promoters shall continue to accept the professional supervision of the said Architect and the said Structural Engineer till the completion of the project of development of the Larger Land as stated above, subject to their performing their professional duties with due diligence and expediency reserving rights and authority to change, replace or substitute said Architect and said Structural Engineer solely at their discretion and if deemed fit and proper by them.

K. The Promoters obtained Permission from the District Collector, Thane for Non-Agricultural use of the said Land-A vide Order No.Mahsul/KA-1/TE-14/NAP/SR-97/2013 dtd.01/07/2013 (for short called **N.A. Order-A**).

L. The Promoters obtained Permission from the District Collector, Thane for Non-Agricultural use of the said Land-B vide Order No. Mahsul/KA-1/TE-14 / NAP / SR-202 /2013 dtd. 20/02/2014 (for short called **N.A. Order-B**).

M. The Promoters hereto in the course of time submitted plans and specifications for development of the Larger Land through the said Architect and the said Structural Engineer to AMC to be in consonance and consistent with its Development Control Regulations (for short called **D.C. Regulations**), which after appropriate scrutiny, came to be sanctioned and approved with Commencement Certificate by AMC vide V.P. No.ANP/NRV/BP/11-12/1347/2093/140 dtd. 13/03/2012 (hereinafter referred to as **Initial Approved Plans**).

N. The Promoters commenced development on some parts of the Larger Land as per the said Initial Approved Plans and while continuing the same amended the said Initial Approved Plans from time to time and obtained sanction for the same from AMC and lastly vide V.P. No.ANP/NRV/BP/15-16/1601/8600/110 dtd. 17/03/2016 (hereinafter referred to as **Approved Plans**).

O. As per the said Approved Plans the Promoters became entitled and has proposed to construct new buildings on the Larger Land, namely; (i) Type-A having ground + 7 upper floors (Two buildings being Building No.2 and 7), (ii) Type-B having ground + 8 upper floors (Two buildings being Building No.3 and 4), (iii) Type-C having ground + 7 upper floors (Two buildings being Building No.5 and 6) with single storey Club House building. The complex of the aforesaid buildings proposed to be constructed on the Project Land is named as **Sarvoday Square**.

P. The Promoters hereto having obtained all the necessary permissions, sanctions and approval as aforesaid have so far commenced the work of construction of (i) Type- A being Building No.7, (ii) Type- B being Building No.3 & 4, the same are hereinafter referred to as **Ongoing Buildings**. The parts of the said Larger

Land admeasuring about 1674.33 sq.mtrs. on which the Ongoing Buildings are being constructed are hereinafter referred to as **Project Land** and the same is described in the **First Schedule** hereunder written. The development of the said Ongoing Buildings on the said Project Land is hereinafter called **Phase-I**. The Promoters have yet not commenced the construction of other buildings which are sanctioned as per the said Approved Plans and they have proposed to commenced development in respect thereof at appropriate time.

Q. The Promoters have so far agreed to sell and allot certain flats, premises, units, apartments in the Ongoing Buildings being under construction in the which are mentioned in Clause (P) written above to third party purchasers on ownership basis by executing Agreements as prescribed and as per the provisions of MOFA and Rules made thereunder.

R. Shri. Gaurish Kadam, an Advocate, by and under his Title Certificates dtd. 07/05/2013 and dtd.07/04/2015 has certified that the title to the Larger Land which includes Project Land is clear and marketable and free from all encumbrances.

S. A copies of 7/12 Extracts pertaining to the Larger Land which includes Project Land are annexed hereto marked as **Annexure-A**. The sketch, showing the boundaries of the Larger Land which includes Project Land and of the said Other Land and also showing the strip of land of the Right of Way as aforesaid and the Gas Pipe Line as aforesaid is hereto annexed marked **Annexure-B**. Copies of the said N.A. Order-A and N.A. Order-B with respect to the Larger Land which includes Project Land are hereto annexed marked **Annexure-C**. A copy of the location map being a part of the said Approved Plans AND Commencement Certificate dated 17/03/2016 is annexed hereto marked **Annexure-D**. The copies of the Title Certificates dtd. 07/05/2013 and dtd.07/04/2015 with respect to the Larger Land which includes Project Land issued by Shri. Gaurish Kadam, Advocate, are hereto annexed marked **Annexure-E**.

T. The Promoters hereto while obtaining sanction to the said Approved Plans from AMC, has paid to AMC scrutiny fees, development charges, betterment charges, various other charges, costs, expenses, levies, premia etc., which are so payable under D.C. Regulations of AMC.

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

V. Meanwhile in view of the commencement and effect of the Real Estate (Regulations & Development) Act, 2016 (for short called **RERA**) and the Rules made thereunder, the development of the Project Land has become subject to the provisions thereof. The Promoters therefore are in the process of registering the development of the Project Land with respect to Ongoing Buildings as Phase-I. After due scrutiny of said application, the Authority under RERA granted registration under Section 5 and provided Registration no. P51700010034. The Authority has also created a Web page in respect of the said real estate project upon its Website www.maharera.mahain. Thus Promoters have duly complied with provisions of RERA and as such is now entitled to continue with sale or allotment of Apartments to the prospective Allottee/s, but now in terms of provisions of RERA.

W. The Allottee applied to the Promoters for allotment of a Residential Flat/Premises bearing No._____ having Carpet area _____ sq.mtrs. i.e. _____ sq. ft. on _____ floor in Building Type/No._____ being Building No._____ in the said Phase-I in the said Sarvoday Square being constructed on the Project Land (hereinafter referred to as the **Apartment**); a floor plan whereof is annexed hereto marked **Annexure-F**, and which is more

particularly described in the **SECOND SCHEDULE** hereunder written on ownership basis. The Carpet area means net usable floor area of the said Apartment, excluding area covered by external walls, areas under service shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use for the Allottee, but includes the area covered by the internal partition walls of the said Apartment.

X. The Promoters have informed that the access roads passing through the Larger Land and the Club House facility shall be available for the beneficial use and enjoyment of the allottees of the apartments in the buildings to be constructed and being constructed on the Larger Land as also on the Other Land.

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

Z. The Allottee has agreed to purchase and acquire and the Promoter has agreed to allot to the Allottee the said Apartment at or for price consideration of Rs._____-/- (Rupees _____ Only).

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

AA. Under section 13 of the RERA the Promoter is required to execute a written Agreement with the Allottee for sale and

allotment of the said Apartment to the Allottee being in fact these presents and the Parties are required to register the same under the Registration Act, 1908.

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

1. The Promoters shall construct the said Ongoing Buildings namely; (i) Type- A being Building No.7, (ii) Type- B being Building No.3 & 4 i.e. the said Phase-I on the Project Land and various other buildings proposed to be constructed on other parts of the Larger Land with amendment to the said Approved Plans and by obtaining sanctions for the same and further in accordance with the plans, designs and specifications as approved by AMC and other concerned Local Authority from time to time; Provided that the Promoters shall have to obtain prior consent in writing of the Allottee only in respect of variations or modifications which may adversely affect said Apartment, except any alteration or addition required by any Government authorities or due to change in law.

1. (a) (i) The Allottee does hereby agree to purchase and acquire from the Promoters and the Promoters do hereby agree to sell and allot to the Allottee the said Apartment, i.e. Residential Flat/Premises bearing No._____ having area ____ sq. ft. carpet on _____ Floor in Building Type/No._____ being Building No._____ in the said Phase-I in the said Sarvoday Square being constructed on part of the Project Land, a Floor Plan whereof is annexed hereto marked **Annexure-F** and more particularly described in the **Second Schedule** hereunder written on ownership basis at or for the price consideration of Rs._____/ - (Rupees _____ only) being the proportionate price of the common areas and facilities to be provided and the nature, extent and description of which is more particularly described in the **THIRD SCHEDULE** hereunder written.

1. (b) The total aggregate price consideration amount for the said Apartment is thus Rs._____-/- (Rupees_____ only).

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

- i. Rs._____-/- (Rupees _____) to complete 30% of the agreed price consideration to be paid to the Promoters within ____ from execution of Agreement.
- ii. Rs._____-/- (Rupees _____) to complete 45% of the agreed price consideration to be paid to the Promoters on completion of the Plinth of the building in which the said Apartment is located.
- iii. Rs._____-/- (Rupees _____) to complete 70% of the agreed price consideration to be paid to the Promoters on completion of the slabs including podiums and stilts of the said Building in which the said Apartment is located.
- iv. Rs._____-/- (Rupees _____) to complete 75% of the agreed price consideration to be paid to the Promoters on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- v. Rs._____-/- (Rupees _____) to complete 80% of the agreed price consideration to be paid to the Promoters on completion of the sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
- vi. Rs._____-/- (Rupees _____) to complete 85% of the agreed price consideration to be paid to the Promoters on completion of the external plumbing and external plaster,

elevation, terraces with waterproofing, of the said Building in which the said Apartment is located.

- vii. Rs. _____/- (Rupees _____) to complete 95% of the agreed price consideration to be paid to the Promoters on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appurtenant and all other requirements as may be prescribed in the Agreement of sale of the said Building in which the said Apartment is located.
- viii. Rs. _____/- (Rupees _____) being the balance of the agreed price consideration against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of Occupancy Certificate or Completion Certificate.

1 (d) The Total Price above excludes Taxes (consisting of Value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project) paid or payable to the Government and/or other concerned Authorities up to the date of handing over the possession of the said Apartment; as the Promoters, as facilitator; is collecting the same to be so paid to the Government and/or other concerned Authorities; and as such the Allottee shall pay all such taxes as his share to be in proportion to the price paid or payable by the Allottee as and when demanded by the Promoters.

1. (e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoters undertake and agree that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter

being issued to the Allottee, which shall only be applicable on subsequent payments.

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

1. (g) The Promoters shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said Building in which the said Apartment is situated is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (Three Percent). The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoters shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

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

2.1 The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said Approved Plans or thereafter and

shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

2.2 Time is essence for the Promoters as well as the Allottee. The Promoters shall abide by the time schedule for completing the project and handing over the said Apartment to the Allottee and the common areas to the Apex Body of the Societies, Associations or Companies of the allottees of the apartments in the buildings to be constructed on the Larger Land after receiving the Occupancy Certificate or the Completion Certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters as provided in Clause 1 (c) herein above.

2.3 The Allottee agrees and undertakes to pay the purchase consideration as mentioned above as per the respective instalment and as & when it shall mature for payment. The payment of concerned instalment is linked with the stage wise completion of the said building. Upon completion of each stage, the Promoters shall issue demand letter to the Allottee/s by RPAD/courier/hand delivery at the address of the Allottee/s mentioned in this agreement as well as by email on Allottee email address _____ . Along with said demand letter Promoters shall enclose certificate of Architect, inter-alia, certifying the completion of such stage. Said certificate shall be conclusive proof about completion of such stage. Upon receipt of said demand letter by RPAD/courier/email/hand delivery, whichever is earlier, within 7 (seven) days Allottee shall make the payment of respective instalment. In case of failure on the part of Allottee in adhering to the time schedule of 7 (seven) days, Promoters shall become entitled to take all such legal steps for breach of contract as contemplated under the provisions of Contract Act. In case Allottee commits any delay in making the said payment then Allottee shall become liable to pay interest as specified in Maha Rera Rules on all delayed payments. In addition

to such rights and without prejudice to such rights, the consequences as contemplated below shall also become applicable and effective.

3. The Promoters hereby declare that the Floor Space Index (**FSI**) available as on date in respect of the Larger Land is 14924 sq. mtrs. only and Promoters have planned to utilize additional/floating FSI of the Larger Land and also by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various Schemes as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the development of the said Larger Land. The Promoters have disclosed the FSI as proposed to be utilized by it on the Larger Land and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoters by utilizing the proposed FSI, TDR etc. as aforesaid and on the understanding that the declared proposed FSI, TDR etc. shall belong to Promoters only. The Development potentiality certificate issued by the said Architect in respect of said larger land is attached herewith and marked as **Annexure G**;

4.1. If the Promoters fail to abide by the time schedule for completing the Project and handing over the said Apartment to the Allottee, the Promoters agree to pay to the Allottee, who does not intend to withdraw from the Project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoters, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee to the Promoters and in such eventuality the Promoter shall be entitled to levy additionally Service Tax, GST, VAT etc. to be paid over to the Government and/or other concerned Authorities.

4.2 Without prejudice to the right of Promoters to charge interest in terms of Sub Clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoters under this Agreement (including his proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of instalments, the Promoters shall at their own option, may terminate this Agreement: Provided that, Promoters shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, Promoters shall be entitled to terminate this Agreement.

PROVIDED FURTHER that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoters) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoters and in such eventuality the Promoters shall be entitled to levy additionally Service Tax, GST, VAT etc. and deduct or adjust the same to be paid over to the Government and/or other concerned Authorities.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts to be provided by the Promoters in the said Building and the Apartment are as set out in **Annexure-H** annexed hereto.

6. The Promoters shall give possession of the said Apartment to the Allottee on or before December 2020. If the Promoters fail or neglect to give possession of the said Apartment to the Allottee on account of reasons beyond their control and of their agents by the

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

PROVIDED THAT the Promoters shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of said Building in which the said Apartment is to be situated is delayed on account of -

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

7.1. PROCEDURE FOR TAKING POSSESSION - The Promoters, upon obtaining the Occupancy Certificate from the Competent Authority and the payment made by the Allottee as per this Agreement shall offer in writing the possession of the said Apartment to the Allottee in terms of this Agreement to be taken within 3 (three months) from the date of issue of such notice and the Promoters shall give possession of the said Apartment to the Allottee. The Promoters agree and undertake to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoters. The Allottee agrees to pay the maintenance charges as determined by the Promoters or association of allottees in the said Building and other buildings constructed on the Project Land, as the case may be. The Promoters on their behalf shall offer the possession to the Allottee in writing within 7 days of receiving the Occupancy Certificate of the said Building in which the said Apartment is situated.

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

7.3 FAILURE OF ALLOTTEE TO TAKE POSSESSION OF [APARTMENT]: Upon receiving a written intimation from the Promoters as per Clause (7.1) above, the Allottee shall take

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

7.4 If within a period of five years from the date of handing over the said Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the said Apartment or the said Building in which the said Apartment is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter compensation for such defect in the manner as provided under the RERA and Rules made there under; provided that if such defects are of minor nature and/or if the same have occurred due to any internal changes or alterations such as shifting of plumbing lines/water lines, enclosure of flower bed and duct area, change of flooring/bathroom tiles, any other changes or alterations etc. made by the Allottee in the said Apartment and/or by any other allottee in the said Building in which the said Apartment is located, the Promoter shall not be responsible or liable to rectify the same and it shall be the liability and responsibility of the Allottee to carryout the same at his own cost and expense.

8. The Allottee shall use the said Apartment or any part thereof or permit the same to be used only for purpose of residence and shall use the said Parking Space only for purpose of keeping or parking vehicle.

9. The Allottee along with other allottees of the apartments in the said Building in which the said Apartment is situated, shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoters may decide and for this purpose also from time to time sign and

execute the Application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws, rules and regulations, the Memorandum and/or Articles of Association, as the case may be, of the proposed Society, Association or Company and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the Allottee, so as to enable the Promoters to register such Society, Association or Company. No objection shall be taken by the Allottee if any changes or modifications are made in the draft bye-laws, rules and regulations or the Memorandum and/or Articles of Association, as may be, required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

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

9.2 The development of the Project Land being in Phase-wise manner, the Promoters shall, only after completing the construction of the last of the building to be constructed on the Project Land and obtaining Occupancy Certificate in respect thereof, form and register Federation/Apex Body of the Societies, Associations or Companies of all the buildings constructed in the said Project Land, to be known by such name as the Promoters may decide and for this purpose also from time to time the Allottee shall sign and execute the Application for registration and/or membership and the other papers and documents necessary for the formation and registration of such Federation/ Apex Body and for becoming a member, including the byelaws, rules and regulations, the Memorandum and/or Articles of Association, as the case may be, of the such Federation/Apex Body and duly fill in, sign and return to the Promoters within seven days of the same

being forwarded by the Promoters to the Allottee, so as to enable the Promoters to register such Federation/Apex Body. No objection shall be taken by the Allottee if any changes or modifications are made in the draft bye-laws, rules and regulations or the Memorandum and/or Articles of Association, as may be, required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. The Promoters shall, within three months of registration of the Federation/Apex Body of the Societies, Associations or Companies of all the buildings in the said Project Land, as aforesaid, cause to be transferred to such Federation/Apex body all the right, title and the interest of the Promoters in the Project Land on which such buildings are constructed.

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

paid over by the Promoters to such Society, Association or Company, as the case may be.

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

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

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

12. The Allottee shall on or before delivery of possession of the said Apartment pay to the Promoters Service Tax, VAT, LBT, GST any other future levies/taxes) taxes as applicable from time to time with respect to sale and allotment of the said Apartment to the Allottee and this Agreement and also with respect to payments mentioned in Clause Nos. 9 to 12 written above.

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

14. The Promoters have proposed to provide Club house facility in the said Project and if the same is so provided, the Allottee does hereby agree to be a member of the Club house and its membership will be subject to the terms and conditions and usage charges as may be framed from time to time by the Promoters and/or at the instance of the Promoters by operator(s) of Club house. The right to use the facilities at the Club house shall be personal to the persons who are for the time being owners of the apartments in the said Buildings and shall not be transferable in any manner to any third person or party whatsoever. In the event the said Apartment is sold by the Allottee then the Allottee shall be deemed to have transferred the right to utilize the said Club House facilities to the transferee of the said Apartment. However, it is clarified that the Promoter shall be entitled to grant membership rights to such person(s) as they may deem fit, subject to such person being holder/owner/occupants of the apartment in the said Building to be constructed on the Project Land and the Allottee shall not be entitled to object to the same. The Allottee shall be obliged to pay the charges, if any, levied by the operator of the Club House for service(s) availed of by the Allottee.

15. The Promoters have informed the Purchaser that water connection from the AMC and/or other Local Authorities is presently not available and it is uncertain when the same would be made available and as such the Purchaser shall not demand for water supply until the same is made available by AMC and/or other Local Authorities.

16. The Promoters shall, only after completing the construction of the said Building in which the said Apartment is situated as per the said Approved Plans and/or as per the revised/amended plans with the use and utilization of floating FSI/TDR which are got approved by the Promoters from concerned Authority from time to time as stated hereinabove and after obtaining Occupancy Certificate or Completion Certificate in respect of said Building cause to be transferred to the Society, Company or Association of the allottees of the apartments in said Building all the right, title, claim and interest in that part of the Project Land on which said Building is situate and said Building (excluding the stilt, basement and podium meant for parking) by obtaining or by executing necessary Deed of Conveyance or any other deed/document. The Allottee shall also not be entitled to demand such Conveyance until such time.

17. The Promoters shall, only after completing the construction work of all the buildings in the Project Land as per the said Approved Plans and/or as per the revised/amended plans with the use and utilization of floating FSI/TDR which are got approved by the Promoters from concerned Authority from time to time as stated in these Presents and after selling and allotting all the apartments in the buildings so constructed in the Project Land and after obtaining Occupancy Certificate or Completion Certificate in respect thereof after giving possession of all such apartments to the respective buyers, allottees etc., cause to be transferred to the Federation/Apex Body of the Societies, Companies or Associations of the allottees of the apartments in the buildings constructed on the Project Land, all the right, title, claim and interest in the Project Land together with the buildings constructed thereon by obtaining or by executing necessary Deed of Conveyance or any other deed/document. The Allottee shall also not be entitled to demand Conveyance of the Project Land, unless and until the development of the Project Land is completed in all respects as stated herein and until all the apartments in the buildings constructed thereon are sold and allotted by the Promoters. The time for execution of such Deed of Conveyance or any other

deed/document of transfer in the manner as aforesaid shall arrive only after the entire development of the Project Land in the manner stated herein is completed by the Promoters in all respects.

18. At the time of registration of Conveyance of the structure of the said Building, the Allottee shall pay to the Promoters, the Allottee's share of Stamp Duty and Registration Charges payable, by the said Society, Association or Company on such Conveyance or any document or instrument of transfer in respect of the said Building. At the time of registration of conveyance of the Project Land, the Allottee shall pay to the Promoters, the Allottee's share of Stamp Duty and Registration Charges payable by the said Federation/Apex Body on such Conveyance or any document or instrument of transfer in respect of the buildings constructed on the Project Land and the Project Land to be executed in favour of the said Federation/ Apex Body.

19. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS

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

- i. The Promoters have clear and marketable title with respect to the Project Land as declared in the Title Report annexed to this Agreement and have the requisite rights to carry out development upon the Project Land and also have actual, physical and legal possession of the Project Land for implementation of the Project;
- ii. The Promoters have lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project;
- iii. There are no encumbrances upon the Project Land or the Project;
- iv. There are no litigations pending before any Court of law with respect to the Project Land or Project;

v. All Approvals, Licenses and Permits issued by the Competent Authorities with respect to the Project, Project Land and said Building are valid and subsisting and have been obtained by following due process of Law. Further, all approvals, licenses and permits to be issued by the Competent Authorities with respect to the Project, Project Land and said Building shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, said Building and common areas;

vi. The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

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

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

ix. At the time of execution of the Conveyance Deed of the structure of the said Building to the Society, Association or Company of the allottees, the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure of the said Building to such Society, Association or Company;

x. The Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the Competent Authorities till possession of the said

Building is handed over to the Society, Association or Company of the allottees therein;

xi. No Notice from the Government or any other local body or Authority or any Legislative Enactment, Government Ordinance, Order, Notification (including any Notice for acquisition or requisition of the Project Land) has been received or served upon the Promoters in respect of the Project Land and/or the Project.

xii. The Promoters shall only facilitate obtaining water and electricity supply and other utilities but do not guarantee the availability of the same and the same shall be dependent on the local conditions and availability of the same as per the Authorities concerned.

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

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

ii. Not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building in which the said Apartment is situated or storing of which goods is objected to by the concerned Local or other Authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the

Apartment is situated and in case any damage is caused to the said Building in which the said Apartment is situated or the said Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

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

iv. Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the said Building in which the said Apartment is situated and shall keep the portion, sewers, drains and pipes in the said Apartment and the appurtenances thereto in good tenantable repair and condition and in particular, so as to support shelter and protect the other parts of the said Building in which the said Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Apartment without the prior written permission of the Promoters and/or the Society, Association or Company of the allottees in the said Building.

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

the said Building in which the said Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the Project Land and the said Building in which the said Apartment is situated.

vii. Pay to the Promoters within fifteen days of demand by the Promoters his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the said Building in which the said Apartment is situated.

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

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

x. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Apartment until all the dues payable by the Allottee to the Promoters under this Agreement are fully paid up and until the Society, Association or Company of the allottees in the said Building is formed and registered and the said Building is handed over to such Society, Association or Company as the case may be and if the Allottee transfers the said Apartment and said Parking Space to any third party before such time, the Allottee shall have to obtain written consent and no objection from the Promoter.

xi. The Allottee shall observe and perform all the rules and regulations which the Society, Association or Company of the allottees of the said Building and/or Apex Body or Federation of various buildings constructed or being constructed or to be constructed may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the said Apartment therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned Local Authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society, Association or Company of the allottees of the said Building and/or Apex Body or Federation of various buildings constructed or being constructed or to be constructed regarding the occupancy and use of the Apartment in the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xii. Till a conveyance of the structure of the said Building in which said Apartment is situated is executed in favour of Society, Association or Company of the allottees in the said Building, the Allottee shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Building or any part thereof to view and examine the state and condition thereof.

xiii. Till a conveyance of the Project Land on part of which the said Building in which said Apartment is situated and of other buildings constructed or being constructed or to be constructed therein is executed in favour of the Apex Body or Federation of Societies, Associations or Companies of all such buildings, the Allottee shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Project Land or any part thereof to view and examine the state and condition thereof.

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

22. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment and said Building or any part thereof and/or of any part of the Project Land. The Allottee shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters until the said structure of the said Building is transferred to the Society, Association or Company or other body of the allottees in the said Building and until the Project Land is transferred to the Apex Body /Federation as hereinbefore mentioned.

23. **PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE** After the Promoters execute this Agreement they shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such said Apartment.

24. **BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Promoters do not create a binding obligation on the part of the Promoters or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoters. If the Allottee fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of

its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums paid by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

25. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment, the said Building and/or the Project Land or any part thereof, as the case may be.

26. RIGHT TO AMEND

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

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

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

28. SEVERABILITY

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

law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

30. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

31. PLACE OF EXECUTION

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

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

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

Name of Allottee : _____

(Allottee's Address) : _____

Notified Email ID : _____

M/s Promoter name : **M/s Shreee Squarefeet Enterprises LLP**

(Promoter Address) : **A-1/104, Grand Square, Behind Bhakti Park Complex, Near Talathi Office, Village Boriwade, Anand Nagar, Ghodbandar Road, Thane(W) 400 607.**

Notified Email ID : **sarvodayasquare.sales@gmail.com**

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

34. JOINT ALLOTTEES

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

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

36. DISPUTE RESOLUTION: Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Regulatory Authority as per the provisions of RERA and Rules and Regulations, thereunder.

37. GOVERNING LAW

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

THE FIRST SCHEDULE REFERRED TO ABOVE
(Project Land)

All that piece and parcel of the Land admeasuring about 1674.33 sq.mtrs. being part of the Larger Land i.e. land bearing Survey No.128 Hissa No.3, admeasuring 4500 sq. mtrs., and land bearing Survey No.131 Hissa No.3, admeasuring 9400 sq. mtrs., adjoining to one another and situated at Village Chikhholi, Taluka Ambernath, District Thane, Registration District and Sub-District Ulhasnagar-3 and within the limits of Ambernath Municipal Council and bounded as follows:

Towards the East : 18 mtrs wide road
Towards the West : Survey no.131/5
Towards the North : MIDC
Towards the South : Sarvoday Nagar

THE SECOND SCHEDULE REFERRED TO ABOVE
(Apartment)

The Residential Flat/Premises bearing No._____ having Carpet area _____ sq.mtrs. i.e. _____ sq. ft. on _____ floor in building Type/No._____ in the Building No._____ in said Phase-I in the said Sarvoday Square being constructed on the Project Land.

THE THIRD SCHEDULE REFERRED TO ABOVE
(Description, nature & extent of the common areas & facilities)

- 1) Common terraces on the top of the building.
- 2) Common staircase, landings, common passages.
- 3) The electrical installations, common lightings.
- 4) Pump Room, Suction Pumps, Water Lines, Overhead and Underground Water Tanks.
- 5) Drainage lines, Sewage Lines, Plumbing
- 6) Compound Wall, Common Gates.
- 7) Club House – Recreational Facilities & Amenities

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

SIGNED, SEALED AND DELIVERED By the)
withinnamed the **PROMOTERS**)
M/s. SHREE SQUARE FEET ENTERPRISES LLP)
Through its Partner)
Shri._____)
in the presence of)

- 1.
- 2.

SIGNED AND DELIVERED By the)
withinnamed the **ALLOTEE**)
_____)
_____)
_____)
_____)
in the presence of)

- 1.
- 2.

RECEIPT

RECEIVED of and from the withinnamed the **ALLOTEE** a sum of **Rs.** _____/- (Rupees_____ only) being the amount of earnest money to be paid by him to us as per these presents as per detailed below.

[illegible]

Witnesses :-

We say received Rs. _____/-

For M/s. SHREE SQUARE FEET ENTERPRISES LLP

1.

Partner Promoters

2.