

Nature of Document:	AGREEMENT FOR SALE
Registration Details :	Joint Sub Registrar UNR -3. at Ambernath
e-SBTR /Internet Banking GRN ChallanNo:	
Property Description in brief :	Shop/Flat.No.....On.....Floor Admeasuring Carpet areaFeetInBuilding No.....Wing No..... in “ROYAL CASTLE” Complex Situated AtS.No.82/3,82/4 Village Pale, TalukaAmbernath ,District : Thane , within the limits of the AmbernathMunicipal Council, within the jurisdiction of Joint sub-RegistrationAmbernath and Registration District Thane
Consideration Amount :	
Stamp Purchasers Name :	
Name of the other Party :	M/s. Shreenath Developers
Stamp Duty Amount :	
Registration fees Amount :	

AGREEMENT FOR SALE

THIS AGREEMENT MADE AT AMBERNATH ON THISDAY
OF

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OF

B E T W E E N

1. M/S. SHREENATH DEVELOPERS a partnership firm, formed under the provisions of Indian Partnership Act, 1932 and having registered office & Head Office: Office no.101, Plot No.30, Jeevandeep Apartment, Suryodaya CHS, Ambernath (E) - 421 501 Taluka : Ambernath , District : Thane

Through its partner Shri. Gunwant Sohanlal Kherodiya Age: 44 hereinafter called and referred to as the **Promoter/Developers** (which expression shall unless it be repugnant to the context or meaning thereof mean and include the partners constituting the said firm from time to time, their heirs, executors, administrators and assigns) being the party of the **FIRST PART**,

AND

Mr.....

Aged about Years, occupation AND

Mrs.....

Aged about years, occupation

Both / residing at

.....
.....

..... hereinafter called and referred to as the **Purchaser** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include if the purchaser be an individual or proprietary concerns his/her their heirs, executors, administrators; if the purchaser be a partnership then the partner for the time being of the said firm and the heirs, executors, administrators of the last surviving partners and if the purchaser be a company its successors) being the party of the **SECOND PART**;

WHEREAS this agreement concerns a residential flat/commercial premises in a building Wing - _____Area admeasuring _____ sq. ft. Carpet on Plot A/Plot B comprising of stilt and seven upper floors in Project “ROYAL

CASTLE ” being on land at Village Pale, TalukaAmbernath of which reference is hereafter made in this agreement.

AND WHEREAS 1.Namdeo Bhurajimisal, 2. Shankar BhurajiMisal, 3.Harishchandra BhurajiMisal, 4.Narayan BhurajiMisal, 5.Yeshwant Gajanan Misal, 6.Ravi Gajanan Misal, 7.Ranjana Gajanan Misal, 8.Vaishali Gajanan Misal , Are absolutely seized, possessed and or otherwise well and sufficiently entitled to various pieces and parcel of land admeasuring approximately 1Hectres 44 ares 8 praties equivalent to 14480 sq. mts. Details of land owned by the Land Owners are as under :

Revenue Survey no.	Hissa no.	Area H-R-P
82	3	0-35-7
	Pot Kharaba	0-05-3
	Total	0-41-0
82	4	0-94-2
	Pot Kharaba	0-09-6
	Total	1-03-8

All the land are lying, being and situated at Village Pale, TalukaAmbernath, Dist. Thane, within the limits of Ambernath Municipal Council, Taluka , Ambernath and Sub-Registration District Thane. (More particularly described in the **FIRST SCHEDULE** here under)

AND WHEREAS the said Land owners have executed. Development Agreement dated 22nd October, 2012 duly registered with Sub – Registrar of Assurances at Ulhasnagar -3 at Ambernath under UHN-3/05460/2012 dated 22.10.2012, and Supplementary Development Agreement dated 27.8.2014duly registered with Sub – Registrar of Assurances at Ulhasnagar -3 at Ambernath under No.UHN-3/6001/2014.dated 28.08.2014 AND have granted Development Rights of the said property more particularly describe in ‘**FIRST SCHEDULE**’ to M/S. SHREENATH DEVELOPERS(hereinafter referred to as the “Promoter/ Developers”) and subject to terms and conditions of the said Development Agreement. Index II of the Development agreement and Supplementary Development agreement is marked and attached as ‘**Annexure I**’

AND WHEREAS it has been agreed amongst the “Promoter/Developers” and “Land owners” that Promoters/ Developers will construct and sale the flats /commercial units/shops and appropriate share of

consideration will be deposited in the account of land owners as per terms and conditions of Supplementary Development Agreement.

AND WHEREAS 1.Namdeo Bhuraji Misal , 2. Shankar Bhuraji Misal, 3.Harishchandra Bhuraji Misal, 4. Narayan Bhuraji Misal, 5.Yeshwant Gajanan Misal, 6.Ravi Gajanan Misal, 7.Ranjana Gajanan Misal, 8.Vaishali Gajanan Misal , have executed and registered Power of Attorney Vide.UHN-3/05461/2012 dated 22.10.2012, and supplementary Power of Attorney executed and registered Vide.No.UHN-3/6002/2014 dated 28.08.2014,in the office of the Sub Registrar, Ulhasnagar -3 at Ambernath for Construction/Development on the land and sale of Constructed flats/shops/units etc.

AND WHEREAS the said property is converted to non-agricultural residential and commercial propose under an order bearingNo. Mahasul/Kaksha-1/Tabel -14/NAP/SR-(210/13) 20/2014issued By Collector, Thane on 24th March; for survey No.82/3,82/4 total Area admeasuring 14480sq.mtrs. Out of which 14084.14 sq.mtrs. Residential and 395.86sq.mtrs. Commercial hereto annexed and marked as ‘**Annexure II**’ is a copy of N.A. orderdt: 24.03.2014, and Copies of 7/12 extract are marked and annexed as ‘**Annexure III**’

AND WHEREAS the developers have got the building plans approved through Shri. Jitendra S. Patel, Dombivali from the Ambernath Municipal Council under Building Commencement Certificate bearing No.No.A.M.C/NRV/BP/14-15/149/8360/22

Dated 30.04.2014and the same is on the survey No. 82/3 and 82/4 marked and annexed as ‘**Annexure IV**’And‘**Annexure V**’The Revised plan was sanctioned and commencement certificate is issued by Ambernath Muncipal council vide No. AMC/NRV/BP/16-17/1763/8705/95 DATED 06-03-2017 . Again plan was Revised and commencement certificate is issued by Ambernath Muncipal council vide NoAMC/NRV/BP/17-18/840/8753/37dated09-06-2017.‘**Annexure VI**’ And‘**Annexure VII**’.

AND WHEREAS the present development as per Revised plan dated 09-06-2017 the development on S.No.82/3 and 82/4 On PLOT-A for construction of Two buildings plan is sanctioned Bldg.No.1 only one WING and Bldg. No. 2 consisting of three Wing- i.e Wing-3, Wing-4, Wing-5 And for PLOT-B plan is not submitted . (More particularly described in the **SECOND SCHEDULE** here under) the lay-out plan of the same hereto

annexed and marked as ‘**Annexure VIII**’ and floor plan of the said Flat/shop is annexed and marked as ‘**Annexure IX**’

AND WHEREAS as recited hereinabove and in terms of the sanctioned plans and permissions, the Land owners and Promoters are entitled to develop the said property and carry out the construction of the proposed buildings on the said property the Housing complex with shops named as *ROYAL CASTLE* and to dispose of the residential flats, commercial units constructed in the building on ownership basis and as per Development agreement. The Promoters will enter into agreements with intending purchasers and will receive the sale price as per Development Agreement, in respect thereof and upon such disposal of the residential flats and commercial units.

Mrs. Snehal S. Gupte, Advocate have, by her Title Certificate dated 16.9.2014 (copy of the same is annexed as ‘**Annexure X**’ certified that in their opinion, the title of the Land Owner to the said property is free from encumbrances and further that the developer is entitled to construct the buildings and sell premises in the buildings constructed thereon.

The Purchaser/s has/have demanded from the Developers inspection of the aforesaid building/s plans, specification of and other documents referred to above including the agreement, such inspection has been duly given to and taken by the Purchaser/s. The Purchaser/s has/have also satisfied himself/herself/ themselves about the same.

AND WHEREAS relying upon the said application, declaration and agreement, the Promoter/ Developer agreed to sell to the flat purchaser a flat at the price and on the terms and conditions hereinafter appearing.

AND WHEREAS prior to the execution of these presents the Flat Purchaser has paid to the promoter a sum of Rs. _____ (Rs. _____) only, being part payment of the sale price of the flat agreed to be sold by the Promoter/ Developer to the Flat purchaser as advance payment or deposit (the payment and receipt whereof the promoter both hereby admit and acknowledge) and Flat purchaser has agreed to pay to the Promoter /Developer balance of the sale price in the manner herein after appearing.

Under the provisions of Sec 13 of Real Estate Act 2016 the Developer herein is required to execute a Written Agreement for the sale/allotment of the flats/commercial units agreed to be sold/allotted to the Purchaser being in fact these presents and also to register the Agreement for Sale under the Registration Act.

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES
HERETO AS FOLLOWS:**

1. The foregoing recitals shall be treated as forming an integral part of the operative portion of this Agreement for Sale and this Agreement for Sale shall be read, understood and construed accordingly.
 - a. The Developer will be developing the said Property by constructing a Complex to be known as "*ROYAL CASTLE* " (herein after referred to as "the said complex"). The Developer, at present are constructing two building son S.No.82/4 i.e PLOT-A for construction of Two buildings plan is sanctioned Bldg.No.1 only one WING and Bldg. No. 2 consisting of three Wing- i.e Wing-3, Wing-4, Wing-5 And for PLOT-B plan is not submitted more particularly marked in red lines in layout plan 'Annexure VII and described in 'SECOND SCHEDULE' hereunder in accordance with the plans, specifications and designs approved by Ambarnath Municipal Council ,which have been seen and approved by the Purchaser/s with such variations and modifications, as the Developer may consider necessary or as may be required by the concerned local authorities or the Government to be made in them or any of them. The Purchaser/s hereby, expressly and unconditionally consents to the same and such consent of the Purchaser/s shall be deemed to be his/her/their/its consent, contemplated by Section 7(1) (ii) of MOF Act. Developer shall not be required to seek any further consent of the Purchaser/s for the same. The Purchaser/s also undertakes not to raise any objections in this behalf at any time whatsoever. Provided that Developer shall obtain prior consent in writing of the Purchaser/s, if such variation or modifications, adversely affect actual area or location of the said flat/shop, agreed to be purchased by the Purchaser/s.
2. The presently sanctioned lay-out plan and building plan of the Building have been inspected by the Purchaser/s and the Purchaser/s is/are fully satisfied with the same.
3. The Purchaser/s hereby agrees to purchase from the Developer and the Developer hereby agree to sell to the Purchaser/s, Flat/Shop No. _____ on the _____ floor of PLOT No.A/B Building No.____ Wing - _____ (herein referred to as "the said Building") in the said Complex to be known as "*ROYAL CASTLE*", having Carpet area of _____ sq. ft. or thereabout and shown on the typical floor plan, annexed hereto as '

Annexure IX delineated by red lines e **'Third Schedule'** hereunder written at or for the consideration of Rs. _____/-
(Rs. _____

_____ Only). **Fourth Schedule** is list of Aminties internal and external

4. The Purchaser/s hereby confirms that the consideration and all payments under this agreement payable to the Developer are net and all other payments including payment of GST, sale tax, works tax, service tax, VAT and any other Tax and all other payments direct or indirect , including all kinds of statutory payments and liabilities (whether payable as per present Law/s and/or as per future Law/s and all liabilities arising there under whether under change/s, modification/s, amendment/s, enactment/s etc. and/or otherwise in any manner whatsoever, including all Acts, rules, regulations and due to any judicial view, review, interpretation and for reason/s whatsoever) shall be paid, incurred and settled by the Purchaser/s immediately without making the Promoter/ Developers herein liable/responsible for the same in any manner whatsoever. In case of any delayed payment towards any and/or all taxes, duties, levies, cess etc. by the Purchaser/s, the Purchaser/s shall be liable to pay interest @ 18% p.a. on the delayed payment to the Developer.
5. The Purchaser hereby agrees to purchase from the Promoter and Promoter agrees to sell garage bearing No. situated at basement or stilt or podium being constructed in the Layout for consideration of Rs. The Allottee hereby agrees to purchase from Promoter and Promoter agrees to sell covered parking situated at basement or stilt or podium being constructed in the Layout for consideration of Rs. The Total aggregate consideration amount for the flat including garage/covered parking space is thus Rs. _____/-
6. The said consideration of Rs. _____/-
(Rs. _____
_____ Only) shall be paid by the Purchaser/s to the Developer in the manner specified herein below.
 - (i) 20 percent Marginal Amount , including Booking Amount i.e Rs.....out of which Rs..... is paid by the purchaser/s. (the payment or receipt whereof the Developer hereby admits and acknowledges); and the balance amount is Rs...../-

- (ii) Amount of . Rs./-(not exceeding 30%of total consideration)to be paid to the Promoter after execution of this Agreement .
- (iii) Amount of . Rs./-(not exceeding 45%of total consideration)to be paid to the Promoter on completion of plinth .
- (v) Amount of . Rs./-(not exceeding 70% of total consideration) to be paid to the Promoter on completion of slab including podiums and stilt.
- (vii) Amount of . Rs./-(not exceeding 75%of total consideration)to be paid to the Promoter on completion of walls, internal plasters, flooring ,windows. .
- (viii) Amount of . Rs./-(not exceeding 80 %of total consideration)to be paid to the Promoter on completion of sanitary fittings, staircase,lifts,lobbies.
- (ix) Amount of . Rs./-(not exceeding 85 %of total consideration)to be paid to the Promoter on completion of external plumbing ,external plaster ,terrace
- (x) Amount of . Rs./-(not exceeding 95 %of total consideration)to be paid to the Promoter on completion of lift ,water pump ,electrical fittings
- (xi) Balance amount of Rs against and at the time of handing over possession of the flat to the purchaser on or after receipt of occupancy certificate .

7. The Purchaser/s shall pay the respective payment as stipulated hereinabove along with applicable taxes strictly within the 15 days of Developer sending notice of the Completion of each stage. The payment of the installment shall be made on the due dates without fail and without delay or default, the time for payment of each of the installment being the essence of the contract. Intimation forwarded by Developer to the Purchaser/s that a particular stage of construction is initiated and/or completed shall be sufficient proof that a particular stage is initiated and/or completed and such proof shall be valid and binding upon the Purchaser/s and the Purchaser/s agrees not to dispute the same. All payments to be made by the Purchaser/s under

this Agreement shall be by cheque/demand draft/pay order/wire transfer/any other instrument drawn in favour of “ **SHREENATH DEVELOPERES** ” and it will be deposited in **IDBI BANK A/C NO. 0457102000008921 IFSC CODE IBKL0000457** In case of any financing arrangement/loan proposal entered by the Purchaser/s with any financial institution/Bank with respect to the purchase of the said Flat/Shop, the Purchaser undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse/pay all such consideration amounts due and payable to Developer through an account payee cheque/demand draft drawn in favour of “**SHREENATH DEVELOPERES**” and it will be deposited in **IDBI BANK A/C NO. 0457102000008921 IFSC CODE IBKL0000457**.

If the Purchaser/s fail to pay any of the installments on their respective due dates, then without prejudice to other rights of Promoter/ Developers, Purchaser/s shall be liable to pay interest at the rate of 18% per annum on all the amounts that may become due and payable by the Purchaser/s to Promoter/ Developers under the terms of this agreement from their respective due dates till payment. It is also specifically understood by the Purchaser/s that delay in securing sanction/disbursement of Housing Loan, if any, applied for by her/him/them/it, shall not be a ground for nonpayment of the installments on due stages.

- a. On the Purchaser/s committing default in payment on due date (time being always of essence) of any amount due and payable by the Purchaser/s to the Developer under this Agreement (including his or her or their or its proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/s committing breach of any of the terms and conditions herein contained, the Developer shall be entitled, at their option, to terminate this Agreement and forfeit the earnest money being booking amount.

PROVIDED always that the power of termination hereinbefore contained shall not be exercised by the Developer unless and until the Developer shall have given to the Purchaser/s fifteen days prior notice in writing 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 and default shall have been made by the Purchaser/s in

remedying such breach or breaches within the aforesaid notice of fifteen days.

PROVIDED further that upon termination of this Agreement as aforesaid, the Developer shall forfeit the booking amount paid by the Purchaser/s as liquidated damages and shall refund to the Purchaser/s balance of the purchase price of the Flat/Shop which may till then have been paid by the Purchaser/s to the Developer but the Promoter/ Developers shall not be liable to pay to the Purchaser/s any interest on the amount so refunded or any other amount or compensation on any ground whatsoever and upon termination of this Agreement and refund of the aforesaid amount by the Developer, the Developer shall be at liberty to dispose off and sell the Flat/Shop to such person and at such price as the Developer may in their absolute discretion think fit.

9. The Developer 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 of the lay out plan or of the said building or may be imposed at any time hereafter. Thereafter the said terms, conditions, stipulations and restrictions shall be observed, performed and complied with by the Purchaser/s. The Purchaser/s has been informed and is aware that the buildable area on the basis of the available Floor Space Index ("FSI") has been sanctioned for the Larger Property as a whole. The Purchaser/s hereby agree, declare and confirm that he/she/they/it is/are aware that Promoter/ Developers is developing the said Property/Larger Property either themselves as one property and as such will utilize entire FSI additional FSI, Fungible FSI, TDR or any other benefits or potential that may be available in respect of the said Property/larger property in such a manner as Promoter/ Developers may deem fit and proper in its sole, absolute and unfettered discretion. Consequent to the aforesaid, it is hereby expressly clarified, agreed and understood that Promoter/ Developers shall always and at all times have exclusive, absolute, irrevocable, unconditional and unrestricted right to and in respect of and shall be entitled to do and carry out, the following:-

- a) The entire FSI, including unutilized, unconsumed and residual FSI , Fungible F.S.I. originating from or arising out of or available in respect of the said Property/larger property and/or

the contiguous, adjacent or adjoining lands and/or any other lands and/or properties whatsoever and the entire increased, additional and extra FSI and/or TDR which are now available and which may be available or granted and/or sanctioned at any time hereafter but before completion of entire development in respect of said Property/larger property on any account or due to any reason whatsoever, including on account of handing over to the Council and/or any other Government or local body or authority, any part/s thereof affected by set-back and/or regulations and/or affected by any reservation, acquisition and/or requisition and/or due to any change in law, rules or regulations, shall absolutely and exclusively belong to and be available to the Promoter/ Developers. The Purchaser/s herein, the Society/s of the purchaser/s which may be formed as envisaged in this Agreement shall not have or claim any rights, benefits or interests whatsoever in respect thereof;

- b) The Promoter/ Developers shall have the absolute, exclusive and full right and authority to amalgamate the said Property with any of its adjoining Property/
- c) The Promoter/ Developers shall have the absolute, exclusive and full right, authority and unfettered discretion to use, utilize and consume the aforesaid FSI and/or TDR for construction on any part of said Property thereon and/or on the contiguous, adjacent or adjoining lands and/or on any other land and/or property, as may be permitted by law and as the Promoter/ Developers may desire and deem fit and proper in their sole and unfettered discretion and Purchaser/s will not object to such development of construction on any grounds whatsoever;
- d) The Promoter/ Developers shall have the absolute, exclusive and full right, authority and unfettered discretion to sell, transfer and/or assign all or any of such FSI and/or TDR originating from or arising out of the said Property or any part/s thereof, to or in favour of any person/s whatsoever, for such consideration and on such terms, conditions and provisions as may be desired and deemed fit by the Promoter/ Developers in their sole and unfettered discretion and as may be permitted by law;
- e) Promoter/ Developers are entitled to acquire additional FSI, Transferable Development Right/s (TDR), Fungible Area or

utilise any other Development potential that may be permitted to utilise on the said property either on payment of premium or otherwise in respect of the said Property and make additional construction on the said Property and/or any part thereof and /or the said building/s by utilizing such development rights. The Land Owner/Developer shall, at all times hereafter including before or after execution and registration of the Deed/s of Transfer have unfettered unrestricted right to avail of the FSI and /or TDR and/or any other Development potential as may be permissible under the Development Control Regulations, and other prevalent rules, regulations or law that may be in force from time to time and to utilize such FSI and/or TDR and/or any other Development potential in any portion of the said Property including by raising additional storey/s on the said building/s; and/or any other building or by constructing new building on any part of the said Property;

- f) The entire construction carried out by the Promoter/ Developers by utilizing and consuming the FSI and/or TDR and/or any other Development potential as aforesaid, shall be the absolute property of and exclusively belong to the Promoter/ Developers, who shall have full right and be absolutely entitled to sell, transfer and/or dispose of the same in any manner whatsoever, to any person/s whomsoever, for such consideration and on such terms, conditions and provisions as the Promoter/ Developers may deem fit and proper in their sole and unfettered discretion.
- g) The Promoter/ Developers shall have the absolute, exclusive and full right and authority to develop remaining part of the said Larger Property, the Flat/Shop Purchaser/s shall not object to such development.

As per the Layout (hereinafter referred to as “the said Layout”) envisaged by the Promoter/ Developers:-

- (i) The Promoter/ Developers alone are entitled to utilize entire FSI as well as transferable Development Right (TDR) generated from the said property and /or generated from any other property as permitted to be utilized on the said property in accordance with Development Control Regulations as modified from time to time as the Promoter/

Developers may in their absolute discretion deem fit and proper. As per rules of Real Estate regulation and development act the information will be given to the purchaser about consumption of FSI and if any TDR is obtained regarding the building in which the purchaser have purchased the flat .

- (ii) Though as per sanctioned building plans, the Buildings consists of ground and seven upper floors however in due course of time Promoter/ Developers intends to submit revised plans so that ultimately the said Buildings consists of more upper floors as per admissibility of FSI/TDR.
- (iii) The Developer intends to provide club house, swimming pool and recreational facilities on the said Property for the use of all the purchasers of Flats/Shops of all phases commonly. And the same will be provided after completion of entire project.
- (iv) The Promoter/ Developers will be developing infrastructure facilities in a phased manner and entire infrastructure work will be completed upon completion of said Project.
- (v) The Promoter/ Developers will on completion of the entire development of the said larger property execute a Conveyance in respect of land beneath plinth area, in favour of the respective societies /Apex body of the said Property in favour of society/ies/ Apex Body as formed by the Promoter/ Developers as envisaged herein after.
- (vi) The Promoter/ Developers intends to form four societies for 4 buildings.
- (vii) The Promoter/ Developers will form society/ Apex body only on completion of entire development of the Larger Property. The Purchaser/s will not be entitled to insist upon formation of Society prior thereto.
- (viii) The Promoter/ Developers may in order to ensure the proper management and maintenance of the club house, swimming pool and recreational facilities and other common areas enter into Agreement with any Agency on

the terms and conditions the Promoter/ Developers may deem fit and proper. The Purchaser/s and/or Society and/or Apex Body hereby consent to the payment of such Agency who shall have power and authority to maintain, manage, control and regulate the user of such common areas and facilities.

- (ix) The Purchaser/s expressly recognizes, confirms, agrees and consents to the Promoter/ Developers rights, benefits and interests as aforesaid and to what is mentioned hereinabove in this clause and the Purchaser/s or any association/organization of Purchaser/s and shall not raise any objection or dispute in respect thereof.

10. The Purchaser/s is/are aware that the said Building in which the Purchaser/s has/have agreed to purchase the Flat/Shop is part of the said Layout for the development of the said Property and as such garden/recreation ground, and all other common facilities/areas, all the internal roads and pathways etc. will inter alia be available for use of and shall be maintained by all the Purchaser/s of the flats/shops including the Purchaser/s herein.
11. The Purchaser/s is/are aware that as per layout sanctioned by the Ambernath Municipal Council, Promoter/ Developers will be constructing four buildings and eight Wings on Plot A and B. The Purchaser/s is also aware that Promoter/ Developers shall be consuming the full potential FSI and TDR in relation to the total area of the said Property and Developer shall be consuming the full potential FSI and TDR in relation to the total area of the said Property as permissible under the relevant Development Control Rules while constructing various buildings on the basis of the approved plan. It has also been brought to the notice of the Purchaser/s that the FSI and TDR consumed in any building have no relation with the area of plot on which the building is constructed. It is abundantly made clear to the Purchaser/s and all the Purchaser/s that none of the plots on which the said individual building is constructed shall be entitled to additional benefits of FSI and TDR in lieu of the open spaces, internal road, garden and/or the land appurtenant to such building as the FSI and TDR of the said Property has been or shall be utilized by the Land Owner/Developer elsewhere on the said Property in view of what is stated hereinabove, it is hereby agreed that neither the Purchaser/s nor

the Societies so formed, shall have any claim on proportionate benefit of FSI and TDR in respect of their individual buildings, nor shall they be entitled to raise objection for the said imbalance in the distribution of FSI and TDR. The Purchaser/s confirm that he/she/they/it is/are aware that it will not be possible to segregate the plots on which the individual buildings are constructed from the said property and he/she/they/it will not require or insist upon subdivision or ask for separation of these smaller plots from the said Property.

12. The Purchaser/s is/are aware that the building plans, elevations, layout plans, amenities and garden layout shown in the brochure, catalogue and elsewhere are subject to change as per the discretion of the Promoter/ Developers and the Promoter/ Developers reserve the right to make alterations and amendments as they may deem fit from time to time subject to the approval of the concerned municipal authorities.
13. Subject to the Purchaser/s making payment of full purchased price, applicable taxes, maintenance and other facility charges in respect of the said Flats/Shops, the Developer shall endeavor to give possession of the said Flat/Shop to the Purchaser/s by _____ (hereinafter referred as “**Possession date**”). However that the Promoter/ Developers shall be entitled to a reasonable extension of time for giving delivery of the said Flats/Shops on the aforesaid date, if completion of the said Building in which the said Flat/Shop is/are to be situated is delayed on account of:
 - (i) force majeure, policy of Government/local Authorities as well as any other circumstances beyond the control of Developer, which shall be inclusive of any war, civil commotion or act of God such as earthquake, flood or other natural calamities ;
 - (ii) any enemy action, war, strike or any notice, order, rule, notification or restriction by the Government and/or by any court;
 - (iii) subject to availability of steel, cement and other building materials, grant of necessary electric and water connections by concerned Authorities and/or any other circumstances beyond the control of Promoter/ Developers;
 - (iv) any force majeure or vis majeure of procedural delay in obtaining the amended plan, further Commencement Certificate, Occupation Certificate, the Building Completion Certificate from the concerned authorities or for any other

reason (not limited to the reasons mentioned above) beyond the control of or unforeseen by Promoter/ Developers which may prevent restrict interrupt or interfere with or delay the construction of the said Building on the said Property.

However, under no circumstances shall the Purchaser/s be entitled to possession of the said Flat/Shop without first paying to Promoter/ Developers all the amounts, including interest if any, due under this Agreement, maintenance deposit including interest, if any, due thereon. Service Tax and/or Value Added Tax any other taxes/charges (statutory or otherwise, current or future), if applicable, shall be borne and paid by the Purchaser alone.

14. It is expressly agreed that the right of the purchaser/s under this agreement or otherwise is restricted to the said flat/commercial premises and remaining part of the Larger Property shall be the sole property of the Promoter/ Developers.
15. If the Developer could not proceed further with the development on account of any of the aforesaid reasons, time for completion and handing over possession shall stand extended.
16. If the Developer is unable to or fails to give possession of the said Flat/Shop to the Purchaser/s on account of reasons beyond the control of or unforeseen by Developer and its agents as per the provisions of Section 8 of the Maharashtra Ownership Flats Act by the Possession Date as mentioned in Clause 15 above, or the date or dates prescribed in Section 8 of the said Act, then Purchaser shall be entitled to terminate this Agreement and in such an event the Developer shall be liable on demand, to refund to the Purchaser/s the amounts already received by it in respect of the said Flat/Shop (save and except the amount of interest which may have been paid or become payable by the Purchaser for late payment of installments) with simple interest at 9% (Nine per cent) per annum from the date, the Developer received the sum till the date the amounts and interest thereon is repaid, and shall not be liable to pay any compensation or damages including any taxes/levies paid to statutory authorities. On sending such notice by the Purchaser/s to the Developer, the Agreement shall stand terminated however, the Purchaser/s shall, subject to prior encumbrances, have a charge on the said Flat/Shop, till the date the amounts and interest thereon is refunded in full by Developer to the Purchaser/s. It is agreed

that upon refund of the said amounts together with interest as stated hereinabove, the Purchaser/s shall have no right title interest claim demand and/or dispute of any nature whatsoever under this Agreement either against Promoter/ Developers or against the said Flat/Shop in any manner whatsoever and Promoter/ Developers shall then be entitled to sell and dispose off the said Flat/Shop to any other person or party as the Promoter/ Developers may desire in its absolute discretion without any reference or recourse or notice whatsoever to the Purchaser/s.

17. The Purchaser/s shall, within 15 (fifteen) days of the Promoter/ Developers giving written notice to the Purchaser/s intimating that the said Flat/Shop is ready for use and occupation, pay balance consideration under this Agreement and take possession of the Flat/Shop.
18. The Purchaser/s shall be entitled to take possession of the said Flat/Shop only if the Purchaser/s duly observes and performs all the obligations and stipulations contained in this Agreement and shall have duly paid all the installments of the consideration, applicable taxes, maintenance and other charges payable by the Purchaser/s under this Agreement. Provided that if within a period of 3 years from the date on which the said Flat/Shop is offered for possession by Developer to the Purchaser/s (irrespective of whether possession of the said Flat/Shop is actually taken or not by the Purchaser/s) the Purchaser/s brings to the notice of the Developer in writing any structural defect in the said Flat/Shop or the said building in which the said Flat/Shop is situated then, wherever possible, such defects shall be rectified by Developer at their own cost and in case it is not possible to rectify such defects or unauthorized changes, then the Purchaser/s shall be entitled to receive from Developer reasonable compensation for such defect or change provided however that the Purchaser/s has not carried out any changes or modification or any addition/alteration(internal or external) to the said Flat/Shop in which case the Purchaser shall be solely liable for all cost and damages occurred to the said Flat/Shop, adjacent premises and or to the said Building. In such an event Promoter/Developer shall not be liable and or responsible to carry out any repairs and maintenance in pursuance of the aforesaid defect liability period. Thereafter Promoter/Developer shall not be responsible or liable to carry out repairs or rectification and/or incur expenses in connection with any remedial work for any leakage or complaint of the Purchaser/s and the same shall be rectified by the Purchaser/s at

his/her/their own cost and shall not hold Promoter/Developer liable in any manner.

19. At the time of taking possession of the said Flat/Shop and in any event within fifteen days of the receipt of the written notice from Developer referred to above the Purchaser/s shall fully satisfy himself/herself/themselves with regard to the plumbing, electric, sanitary water fixtures and fittings, locking devices, doors, windows, tiles and other items and fixtures in the said Flat/Shop and acknowledge in writing to that effect to Developer and the Purchaser/s shall not at any time thereafter raise any dispute objection or contention whatsoever in that behalf nor shall have any claim whatsoever against Promoter/ Developers save and except as stated in clause 20 hereinabove. If any damage is caused to the said Flat/Shop after the date on which the Purchaser/s has/have taken possession of the said Flat/Shop, Promoter/ Developers will not be held responsible for the cost of reinstating or repairing the same and the Purchaser/s alone will be responsible for the same.
20. The Purchaser/s hereby agrees that in the event the Purchaser/s instructs Promoter/ Developers in writing not to execute any works inside the said Flat/Shop then the Purchaser/s shall not be given any rebate for works not done by Developer in the said Flat/Shop on instruction of the Purchaser/s. The Purchaser/s shall also be required to sign the handing over checklists before taking possession of the said Flat/Shop and for carrying out the work as required by him/her/they/it.
21. The Purchaser/s hereby agree/s that the Purchaser/s shall not have the right to make any modifications to the said Flat/Shop. Provided however if the Purchaser/s is/are desirous of making any such modifications or changes inside the said Flat/Shop, then the Purchaser/s shall get the same done through Developer only for an additional cost. In that event the possession date shall be extended and the Purchaser/s hereby confirms and agrees to the said delay and additional costs and shall not raise any objection or make a claim as a consequent of this. The Purchaser/s hereby agree/s that from the commencing a week after notice in writing is given by Developer to the Purchaser/s that the said Flat/Shop is ready for use and occupation, the Purchaser/s shall be liable to bear and pay proportionate share of outgoings in respect of and pertaining to the said Flat/Shop including local taxes, betterment charges, development charges (by whatever name it is called) 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 said Flat/Shop and the said Building. The Purchaser/s shall also be liable to bear and pay proportionate share of maintenance and other outgoings in respect of all common areas, facilities of the as mentioned herein. The Purchaser further agrees that till the Purchasers' share is so determined, the Purchaser shall pay to the Developers provisional monthly contribution of Rs. towards the aforesaid outgoings. The Purchaser shall pay an amount equivalent to Twenty four months provisional monthly contribution and outgoings in advance on or before taking possession of the said Flat/Shop and thereafter, the Purchaser shall pay such provisional contribution quarterly on the 5th day of each and every quarter in advance and shall not withhold the same for any reason whatsoever. The Developers shall be entitled to utilise such amount for the aforesaid purposes in the manner they deem fit and proper.

The Developer shall deposit the said amount in fixed deposit with any schedule bank and utilize the interest received on the said Security deposit / Corpus fund for the maintenance of the said complex. If Developer is of the opinion that the interest received on the said Security deposit / Corpus fund is not sufficient for the maintenance of the said complex, Developer shall raise monthly/quarterly bills towards Purchaser's share towards maintenance and other outgoings in respect of all common areas, facilities of the Building, and said Project and/or Scheme. The Flat/Shop Purchaser/s shall pay amount of monthly/quarterly bills within two week of receipt of such bill and shall not withhold the same for any reason whatsoever. In case of delay, the Purchaser/s shall pay interest @ 18% per annum from the due date mentioned therein till the date of actual realization of the payment.

All taxes such as Municipal Property Taxes etc., as applicable, would be payable directly by the Purchaser/s to the relevant authorities and would not be a part of overall Maintenance of the said Building/s, the said Facilities and/ or said Scheme. Promoter/ Developers shall as far as possible not utilize the principal amount of security deposit/corpus fund however, Developer shall be entitled to utilize the principal amount of security deposit/corpus fund in case of the Flat/Shop Purchaser/s/other purchasers fail to pay their share of maintenance charges or in case of exigencies.

22. It is hereby agreed that four Societies /Body of the Flat/Shop Owners in respect of 4 building/s to be constructed on the said Property, shall be formed, for the maintenance of the building/s. There may also be an Apex Body of the buildings in the complex, which shall look after the overall maintenance of all other common areas and facilities etc. in the complex. The Developer shall, form Society only after completion of entire development as set out hereinafter. The Developer may however form adhoc committee in respect for one or more Building/Tower, who may help the Developer in maintenance of such Building/Tower till formation of the Society. The Purchaser/s shall abide by bye-laws of Society. Whenever necessary, the developer shall carry out the amendment or modification in the said Bye Laws. The Purchaser/s specifically agrees that he/she/they/it shall not withhold his/her/their/its consent for such amendment/modification. Upon failure to comply with the provisions of this clause, this Agreement shall ipso facto come to an end and the deposit and other monies paid by the Purchaser/s shall stand forfeited by the Developer.
23. The Purchaser/s shall use the Flat/Shop or any part thereof only for the purpose of residence/office and shall not use the same for any objectionable, illegal or immoral purpose. Nor the Purchaser/s shall be a cause of nuisance to the other residents of the said building/s and said Scheme.
24. The Service area provided for servicing the plumbing and other utilities shall be used for the purpose of such services only. The purchaser/s shall not cover and enclose such service Area under any circumstances.
25. The Purchaser/s shall ensure while, carrying out any work in the Flat/Shop that the water proofing treatment given by Developer in the toilet and the kitchen is not damaged. If while carrying out the work the water proof base coat is damaged or any defect is occurred and as a result thereof water is leaked into the Flat/Shop below the Purchaser/s Flat/Shop and/or in any other Flat/Shop then the Purchaser/s alone shall be responsible to rectify such defects at his/her/their/its own costs immediately after receiving communication from Developer and/or from the Purchaser/s of the Flat/Shop in whose Flat/Shop there is leakage. If the Purchaser/s fails to carry out the said work within a period of 7 days Developer and/or such Purchaser/s of the Flat/Shop in whose Flat/Shop there is leakage shall be entitled to enter the Flat/Shop of the Purchaser/s and rectify the defect entirely at the costs of the Purchaser/s.

26. (a) Within a period of one year after completion of all the buildings, by utilizing entire F.S.I./TDR or any other development potential in respect of the said property, the Developer shall form or cause to be formed four societies (hereinafter referred to as the Society) for four buildings. The Purchaser/s along with other purchaser/s of the Flats/Shops in said building/s shall join in forming and registering the society to be known by “_____ Housing Society” or such other name as may be decided by the Developer or approved by the concerned authority, which name shall not be changed by the Purchaser/s or the Society, without the prior written permission of the Developer. The Purchaser/s shall from time to time, sign and execute the application for registration, membership, draft bye-laws and other forms, papers and documents as may be necessary for formation and registration of the proposed society and for becoming member, of such society and duly fill in, sign and return to the Developer all these forms papers and documents, within four days of the same being forwarded by the Developer to the Purchaser/s. No objection shall be taken by the Purchaser/s, if any changes or modifications are made in the draft bye laws of the society by the Developer or as may be required by the Registrar of Cooperative Societies or any other competent authority. The Purchaser/s hereby authorizes the Developer to sign and execute all such forms applications, papers and documents on his/her/their/its behalf as may be required for this purpose.
- (b) The Developer may in their absolute discretion form a separate independent organization of all the societies i.e. Apex Body to maintain the common areas and facilities and all the terms, conditions, covenants, stipulations and provisions herein, which relate to the formation and registration of the Society/s shall apply mutatis mutandis to the formation and registration of such separate organization.
- (c) All costs, charges, expenses whatsoever for and in respect of the formation and registration of the Society/s shall be borne and paid by the Purchaser/s herein along with the Purchaser/s, Transferees and Allottees of all the other Flat/Shop, premises and parking spaces in the said complex and the Developer shall not bear or pay the same or contribute towards the same at all. If any delay or default is made in the payment or reimbursement of such costs, charges or expenses, for any reason whatsoever, by the Purchaser/s herein and/or by the Purchaser/s, Transferees or Allottees, then the Developer shall not be liable or

responsible for any delay in the formation or registration of the Society/s.

(d) Upon the Society/s being formed and registered, the rights, benefits and interests of the Purchaser/s herein shall be governed and regulated by the bye-laws, rules and regulations thereof, but expressly subject to the terms, conditions, covenants, stipulations and provisions of this Agreement.

(e) The terms, conditions, covenants, stipulations and provisions of this Agreement and all deeds, documents, instruments and writings related or incidental to this Agreement, executed or to be executed by and between the parties hereto, shall be binding upon the Society/s and the Apex Body, if any. The Society/s shall upon being registered or formed, pass the necessary resolutions confirming the terms, conditions, covenants, stipulations and provisions of this Agreement and all deeds, documents, instruments and writings related/ incidental to this Agreement (executed or to be executed by and between the parties hereto), or such of them as the Developer may require and agreeing and undertaking to be bound by the same and the Purchaser shall vote in favour of such resolutions.

27. In the event of the society being formed and registered before the sale and disposal by the Developer of all the flats /Shops and premises in such building/s, the power and authority of the society so formed or of the Purchaser/s and other Purchaser/s shall be subject to the overall authority and control of the Promoter/ Developers over all or any of the matters concerning the said development and completion thereof and all facilities appertaining to the same and in particular the Promoter/ Developers shall have absolute authority and control as regards the unsold flats/shops terrace, podium, car parking space under stilt/open parking space and all other premises and areas out of their respective shares and the disposal thereof.
28. The purchaser/s and/or the society shall bear and pay the municipal taxes, maintenance charges and all other outgoings in respect of the said building/s. In addition thereto the common expenses in respect of maintenance of recreation ground, internal roads, pathways, open spaces, common passages and other facilities that may be provided for benefit of residents of “**Royal castle**“ shall be shared by the Purchaser/s herein along with other premises purchaser/s in the said Complex in proportion of their respective area.

29. AND WHEREAS The Promoter has registered the project under the provisions of the Act with REAL ESTATE REGULATORY AUTHORITY AT . No . authenticated copy is attached Annexure **XI**
30. The Purchaser/s on or before taking possession of the said Flat/Shop or as and when demanded by the Developer whichever is earlier shall pay to the Developer the amounts as stated herein below. The amount so paid by the Purchaser/s to the Developer shall be utilized by the Developer for the purposes for which these amounts have been received. The Developer shall not be liable to give any account in respect thereof to the purchaser/s.
31. The flat Purchaser shall on or before delivery of possession of the said premises keep deposited with the promoter the amounts of legal charges, share money ,application, entrance fee, formation and registration charges of the society, Service tax, VAT tax, Society VAT, Society Service tax, Stamp duty, Registration fee
32. The Purchaser/s shall pay/deposit with Developer the following amounts (The cheque should drawn on the name of M/s. SHREENTH DEVELOPERES) :
- a) Rs. for share money,application entrance fee for the society /federation /apex body .
 - b) Rs. for formation and registration of society/ apex body .
 - c) Rs. for proportionate share of taxes.
 - d) Rs. for deposit towards provisional monthly contribution towards outgoings of society or Apex body
 - e) Rs. for deposit towards water ,electric and other utility services connection charges .
 - f)Rs. for deposit of electrical receiving and sub station provided in Layout .
 - g) Rs. for legal cost ,charges ,expenses including professional cost of Attorney at Law d

Facility charges will be paid separately for parking if availed by purchaser. And Society charges will be paid separately for various actual expenditure and deposits. The stamp duty and registration charges for this Agreement shall be borne by purchaser . And at the time of conveyance of the society the purchaser shall pay his share

of stamp duty and registration fees . The Total Consideration does not include GST, service tax, Any other Taxes, Value added taxes ,cess which may be levied / imposed in connection with the construction of project upto date of handing over possession of Flat or Plot. The purchaser shall pay the same on demand by the Promoter .

33. It is further agreed between the Promoter/ Developers and the Purchaser/s that the Corpus fund as well as interest shall be used for the purpose of the purpose as mentioned above, and balance amount, if any, shall be handed over to the individual society/ Apex Body after deducting there from all the expenses incurred by the Developer for maintenance.
34. The Developer shall execute and/or cause to be executed Conveyance of the said Property together with the building/s constructed thereon in the manner as envisaged hereinafter only upon completion of entire development of the Larger Property. However, pending execution and registration of the Conveyance and at any time prior to that, the Developer may if they so desire and deem fit in their sole and unfettered discretion, hand-over the management and control of the said building and/or buildings and/or the said complex, or any part/s thereof, to the Ad-hoc Committee/s, the Society/s, as the case may be, at such time/s and on such terms and conditions as the Developer may desire and deem fit in their sole and unfettered discretion.
35. It is further agreed between the Developer and the Purchaser/s that the Corpus Fund as well as interest will be utilized by the Developer for the purpose as mentioned in clause 32 above, and balance amount, if any shall be handed over to the Society upon completion of entire project.
36. It is further agreed between Developer and the Purchaser/s that if at the time of handing over charge of the management of the said Building and/or other Buildings as the case may be to committee or ad-hoc committee of the Society, any IOD deposits and any other deposits paid by Developer in respect of the said Building are not received by Developer from the Society / Purchaser/s of Flats/Shops shall be adjusted by the Developer, out of the amounts, if any, payable by Developer to such Ad-hoc Committee and/or such committee of the society. In case of there being any shortfall, such shortfall shall be paid by the Purchaser/s to Developer.

37. The purchaser/s and/or the society shall bear and pay the municipal taxes, maintenance charges and all other outgoings in respect of the said building/s. In addition thereto the common expenses in respect of maintenance of recreation ground, internal roads, pathways, open spaces, common passages and other facilities that may be provided for benefit of Flat/Shops Purchasers of '**Royal castle**' shall be shared by the Purchaser/s herein along with other premises purchaser/s in the said Complex in proportion of their respective area.
38. The Promoter/ Developers shall not be liable to bear or pay any amount by way of contribution, out goings, deposits, transfer fees, non-occupancy charges, donation, premium or otherwise howsoever to the society/s in respect of any unsold/un-allotted flats/shops or parking spaces in the said Complex out of their respective shares, save and except the rents, rates, taxes, cess and assessments payable to the Council/Corporation and other Government, local or public or private bodies and authorities in respect thereof. The Land Owner/Developer will be entitled to apply for and obtain reduction in and the refund of the municipal and other taxes, cess, assessments and levies on account of the vacancy of the un-allotted/unsold flats, shops, premises and parking spaces, if the Promoter/ Developers are liable to pay or have paid the same in respect of the flats, shops, premises and/or parking spaces which are not allotted, sold and disposed of. If any refund of any such taxes, cesses, assessments or other levies made by the Corporation or any other Government, local or public body or authority is received by the society/s in respect of such unsold or un-allotted flats, shops premises and/or parking spaces, then the Society/s (as the case may be) shall forthwith and without making any claim or demand or raising any objection or dispute whatsoever in respect thereof, pay over the same to the Promoter/ Developers, whether the Promoter/ Developers have demanded the same or not.
39. Promoter/ Developers shall have a right to make additions and alterations and to raise additional storey's on the buildings or structures that may be constructed or put on additional structures, wings, building at any time as may be permitted by the Competent Authority and/or Municipal Corporation/Council in the said Project and such additions alterations and additional structures or storey's shall be the sole property of Promoter/ Developers and they shall be entitled to deal with or dispose off in any manner that they may deem fit and the Purchaser/s hereby irrevocably consent to the same. The Purchaser/s

hereby consent and agree that he/she/they/it will give all the facilities and assistance and fully cooperate Promoter/ Developers to enable Promoter/ Developers to make any additions and alterations and/or to raise additional storey's or wings or structures in accordance with the plans sanctioned or which may hereafter be sanctioned and will not obstruct or hinder the Promoter/ Developers in their using the staircase, lobbies lift etc. for carrying the materials on upper floors. The Promoter/ Developers shall be entitled to utilize and/or make connection from all water pipelines and storage tanks sewerage and drainage pipe lines, electric cables, electric lines and sub-station/receiving station and other conveniences and Common Facilities to the said additional storey's or wings or structures which may be constructed by the Promoter/ Developers and the Purchaser/s hereby irrevocably consent to the same and he/she/they/it shall not raise any objection whatsoever. The Purchaser/s further agree and undertake not to object to such constructions on the ground of light and ventilation nuisances annoyance inconvenience and/or on any other reasons whatsoever or claim abatement in the price or concession or rebate or compensation or damages.

40. The Purchaser/s with intention to bind and bring in all persons into whosoever hands the Flat/Shop may come, doth/do hereby covenants with Developer as follows:
 - a) To maintain the said Flat/Shop at Purchaser/s own cost in good habitable repair and condition from the date of possession of the said Flat/Shop is taken. The Purchaser/s shall not do or suffer to be done anything in or to the building in which the said Flat/Shop is situated nor to alter or make additions in or to the building in which the said Flat/Shop is situated, which may be against the rules, regulations or bye laws of concerned local or any other authority or change.
 - b) To carry at his/her/their own cost all internal repairs to the said Flat/Shop and maintain the said Flat/Shop in the condition, state and order in which it was delivered by Promoter/ Developers to the Purchaser/s and shall not do or suffer to be done anything in or to the said Flat/Shop which may be against the rules and regulations and bye laws of the concerned local authority or other public authority. In the event of the Purchaser/s committing any act in contravention of the above

provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- c) To observe and perform all the rules and regulations which the Society 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 flat/Shop, the said building and other buildings and the flats/shops 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 Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the said Flat/Shop and the common areas and shall pay and contribute regularly and punctually towards the taxes expenses or other outgoings in accordance with the terms of this Agreement.
- d) Not to change the user of the said Flat/Shop without previous written consent of Developer and/or Society.
- e) Not to store in the Flat/Shop 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 Flat/Shop is situated or to store goods which is objected by the concerned local or other authority and not to carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircases, common passages or any other structure of the said Building including entrances of the building and in case any damage is caused to the building on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.
- f) Not to demolish or cause to demolish the Flat/Shop or any part thereof, nor at any time make or cause to be made any addition or alterations, of whatever nature in or to the Flat/Shop or any part thereof and to keep the portion, sewers, drains, pipes in the Flat/Shop and 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

Flat/Shop is situated and not to chisel or in any other manner damage columns, beams, walls, slabs or RCC, walls or other structural members in the Flat/Shop without the prior written permission of Developer and/or the Society.

- g) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat/Shop in the compound or any portion of the said property and the building in which the said Flat/Shop is situated.
- h) Not to change and/or alter the elevation and the colour scheme of the said building.
- i) Not to enclose and/or undertake and do any construction in the stilt area of the said building.
- j) Not to enclose and/or cover terrace area adjoining the residential area if any and the common terrace of the said building.
- k) Not to enclose duct, service areas or elevation projections.
- l) Not to do or permit to be done any act or thing which may render void or voidable any Insurance of the said Property and the said Building in which the said Flat/Shop is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- m) Not to transfer, assign, give on leave and license, caretaker, paying guest or tenancy basis or induct any person/s into or part with the said Flat/Shop and/or the Purchaser's right, interest or benefit under this Agreement or part with the possession of the said Flat/Shop without the prior written consent of Promoter/ Developers until the execution of the Deed of Lease. Developer shall grant such consent to the Purchaser/s only if the Purchaser/s has not committed any breach or violation of any of the terms, conditions, covenants, stipulations or provisions of this Agreement. Such consent shall be subject to the terms and conditions imposed and stipulated by Developer in this regard, including payment of transfer fees and/or other amounts payable by the Purchaser/s to Developer under this Agreement.
- n) The Purchaser/s hereby agrees that in the event any amount by way of deposit or premium or betterment charges or

development charges or any tax or levies of payment of a similar nature becoming payable by Developer to the Municipal Council or to any other authority in respect of development of the said Property or in respect of the said building and other buildings constructed and/or being constructed thereon the same shall be reimbursed to Developer in proportion to the area of the said Flat/Shop agreed to be purchased by the Purchaser/s bears to the area of the Flat/Shop and/or all other flats/shops in the said building and/or in the said Project as the case may be and in determining such amount the decision of Developer shall be conclusive and binding upon the Purchaser/s.

- o) The Purchaser/s shall permit Promoter/ Developers and their surveyors and agents with or without workmen at all reasonable times, to enter into and upon the said Flat/Shop and the said building or any part thereof to view and examine the state and condition thereof;
- 41. At the time of execution of Conveyance Deed the Purchaser/s shall pay to the Developer, Purchaser's share of stamp duty and registration charges payable, if any, by the Society/s / Apex Body on the Conveyance or any document or instrument of transfer in respect of the said Building and/or the said Property.
- 42. The name of the said building shall be forever “_____” and the name of the said Project shall forever be “**Royal Castle**”.
- 43. The said Flat/shop is intended and shall be used for residential/commercial purpose only and the Purchaser/s shall not be entitled to and shall not change the user of the said Flat/shop. The Purchaser/s shall use the Podium/Open car parking space/s only for the purpose of keeping or parking vehicles and for no other purpose.
- 44. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat/shop or of the said Building or of the said Property or any part hereof. The Purchaser/s shall have no claim of any nature whatsoever save and except in respect of the Flat/Shop hereby agreed to be sold to him/her/them/it and all open spaces, parking spaces, lobbies, staircases, terraces, lifts, recreation grounds and any Common Facilities etc. will remain the property of Promoter/ Developers until the said Property

and the said Building is transferred to the Society / Apex Body as herein after mentioned.

45. Promoter/ Developers may avail of financial Assistance from any banks, institutions and other persons against security of this development under the said Development Agreement and Supplementary Development Agreement. It is hereby expressly agreed, clarified and understood that so long as it does not prejudice the rights created in favour of the Purchaser/s under this Agreement in respect of the said Flat/Shop, Promoter/ Developers shall be absolutely, irrevocably and unconditionally entitled to and have the right to create charges or liens on, encumber, mortgage, sell, assign, transfer, dispose off, or otherwise deal with in any manner howsoever all or any of their rights, benefits, interest, title, privileges, and/or claims including development rights in respect of the said Property and/or the construction thereon or any part or parts thereof, including the said Building without any notice to the Purchaser/s and the Purchaser/s has given and granted his/her/their/its specific, full free, unqualified and irrevocable consent to Promoter/ Developers to do so. As part of any such arrangement by Promoter/ Developers all or any of the responsibilities and/or obligations of Promoter/ Developers may be shifted or transferred to any other person or persons. All such arrangements by Promoter/ Developers shall be binding on the Purchaser/s. Promoter/ Developers undertake to clear the aforesaid encumbrances, if any, in respect of the said flat/shop or building in which same is situated prior to the execution and registration of the Conveyance deed in favour of the society and the Promoter/ Developers shall indemnify and keep the purchaser/s fully indemnified against all claims of any nature whatsoever that may be made against the Purchaser/s in respect of the said flat/shop by virtue of any encumbrances created as aforesaid.
46. Any delay, tolerance or indulgence shown by the Developer in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s by Developer shall not be construed as a waiver of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of Promoter/ Developers.
47. Promoter/ Developers shall be at liberty to sell assign or otherwise deal with or dispose of their right, title and interest in the said Property or

any party thereof PROVIDED that Developer do not in any way affect or prejudice the right hereby granted in respect of the said Flat/Shop in favour of the Purchaser/s.

48. a) Developer have brought to the notice of the Purchaser/s that if there exist any public drainage line below the ground level on a portion of the said Property, Municipal Corporation/Council and other authorities shall always and forever have right of access on the said Property to carry out repairs and maintenance of the said drainage line.
- b) After the said property is fully and completely developed to the satisfaction of the Promoter/ Developers and after all the buildings and structures to be constructed on the said property are completed and after the society/ societies of all the buildings/structures so constructed on the said larger property are formed and registered and after all the flats/Shops in the said buildings/structures have been sold and disposed off by the Promoter/ Developers and after the Developer have received all the dues and moneys payable to them under the terms of the Agreements with the Purchasers of flats/premises in the said buildings/ structures, the Promoter/ Developers shall execute or cause to be executed the necessary Deed of Conveyance assignment/transfer (hereinafter referred to as the said Deed of conveyance) transferring the right title and interest in the said building and/or in other buildings and in the said property as more particularly described in the **Second schedule** hereunder written in favour of society/ societies of the Purchasers in the manner and on such terms and conditions as the Developer may think fit and proper.
- c) The conveyance in respect of the structure/s comprising the club house, swimming pool and recreational and common facilities shall be executed in favour of the Apex Body, only after the aforesaid Deed of Conveyance in respect of all the buildings and structures to be constructed on the said larger property have been executed.
- d) The Deed of Conveyance and all other deeds, documents and writings relating or incidental to this Agreement, or to be executed pursuant to the same shall be approved by the Advocates of the Promoter/ Developers and the same shall be in accordance with the terms, conditions, covenants, stipulations and provisions of this Agreement and shall be in such form and shall contain such terms, conditions, covenants, stipulations and provisions including those contained in this Agreement as may be decided and determined by the Promoter/ Developers in their sole, absolute and unfettered discretion,

including the following:

- i. Covenants which shall run with the land and which shall be binding upon, the Purchaser/s and his/her/their/its heirs, executors, legal representatives, successors, transferees and assigns, as the case may be, and on the Society/s.
- ii. Covenant/s for right of way/access, if any, given and granted or to be given and granted to and in favour of Promoter/ Developers of any contiguous or adjacent or adjoining lands and properties and/or any other person/s, over or through the said Property or any part thereof.
- iii. Declaration/s and confirmation/s of and from the Purchaser/s, the Society/s that they shall not to be entitled to or claim any easement of right of light or air, which would restrict or interfere with in any manner whatsoever, the free and unobstructed use and enjoyment of any portion of the said property by Promoter/ Developers , for the purpose of development thereof and/or any other lawful purpose;
- iv. Declaration/s and confirmation/s of and from the Purchaser/s, the Society/s in respect of the sole and absolute authority of Promoter/ Developers regarding sale, transfer, assignment and/or disposal of unsold flats, Shops, premises and parking spaces, including additional construction, carried out by utilizing and consuming the FSI, and TDR or sale, transfer, assignment and/or disposal thereof and Developer sole right to enjoy and appropriate the revenue, income and benefits thereof; and
- v. Declaration/s and confirmation/s of and from the Purchaser/s, the Society/s in respect of the sole and absolute authority of Promoter/ Developers regarding any contracts, arrangements, memorandums and/or writings executed for the said Project including appointment of any agency, firm or corporate body or person or any other organization or association to maintain and manage, control and regulate the said building and/or the said Project and/or the said Scheme

and/or the facilities including power and authority to collect the entire outgoings, provisional charges and other amounts for such consideration and on such terms and conditions as Promoter/ Developers may deem fit.

- vi. (1) So far as the Purchaser's rights, interest and benefits are concerned, the nature and scope of this agreement is limited to the said Flat/Shop agreed to be purchased by the Purchaser/s. The Purchaser/s shall not have any claim, right or interest in respect of any common areas, common facilities whatsoever in the said building/s and the said Project and/or said Scheme including the open spaces, lobbies, staircases, lifts, common entrances, common passages, corridors, terraces, recreation areas and club house and podium garden (hereinafter referred to as the said Common facilities) save and except the right of user, limited or otherwise, thereof hereby expressly given to the Purchaser/s in respect thereof and all such Common facilities shall remain the property of Promoter/ Developers until the Deed/s of Conveyance /Transfer/s is/are executed and registered. After execution and registration of the Deed/s of Conveyance /Transfer, the society/s as the case may be will hold all such Common facilities expressly subject to the rights, interests and benefits of and/or reserved by Promoter/ Developers herein and therein, or otherwise in respect thereof.

(e) The said Common facilities in the said Project shall be used in a reasonable manner and only for the purposes for which the same are intended and provided and the same shall be used in accordance with the rules and regulations as may be framed in this regard by Promoter/ Developers, the society/s and subject to the payment of the prescribed charges, if any and/or Maintenance Charges, as agreed upon.

- 49. It is also understood and agreed by and between the Parties hereto that all the Purchaser/s of the flats/shops in the said Project '**Royal Castle**' including the Purchaser/s herein shall be entitled to use and have ingress and/or egress through all the internal roads and pathways including such internal roads and pathways on the podium level and/or

on the ground level (i.e. below the podium) provided on the said Property.

50. **IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO** that till execution of Conveyance the terrace of the said building shall always belong to Promoter/ Developers. Promoter/ Developers may at their discretion allow put up hoardings, display of advertisements on the terrace of the said building or any part thereof and to commercially exploit the aforesaid rights for their own benefit.
51. **IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO** that so long as it does not in any way affect or prejudice the rights hereunder granted in favour of the Purchaser/s in respect of the said Flat/Shop the Promoter/ Developers shall be at liberty to sell, assign, transfer, mortgage or otherwise deal with or dispose off their right, title or interest in respect of the said Property and/or the said Larger property and/or any part thereof. The Promoter/ Developers shall also be free to construct additional structures like sub-station for electricity, co-operative societies offices, underground and overhead tanks, watchman's cabin, toilet units for domestic servants septic tanks the location of which are not particularly marked upon the ground floor plans or layout plans of the said Property. The Purchaser/s shall not interfere with these rights of Developer by raising any disputes or court injunctions under Section 7 of the said Act and/or under any other provision of any other applicable law. The indemnities on behalf of the Purchaser as required by any authority of the State or Central Government or Competent Authority under any law concerning construction of the buildings and structures for implementation of their scheme for development of the said Larger Property.
52. **IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO** that unless the entire consideration is paid by the Purchaser to the Promoter/ Developers, the Purchaser shall not be entitled to resell/transfer his/her said Flat/Shop without obtaining consent of the Promoter/ Developers in writing. After the formation of society such resell/transfer of Flat/Shop will be governed by applicable by Laws of society at that point of time.
53. Promoter/ Developers shall have a right to make additions and alterations and to raise additional storey's on the buildings or structures

that may be constructed or put on additional structures, wings, building at any time as may be permitted by the Competent Authority and/or Municipal Council in the said Project and such additions alterations and additional structures or storey's shall be the sole property of Promoter/ Developers and they shall be entitled to deal with or dispose off in any manner that they may deem fit and the Purchasers hereby irrevocably consent to the same. The Purchaser/s hereby consent and agree that they will give all the facilities and assistance and fully cooperate with Promoter/ Developers to enable Promoter/ Developers to make any additions and alterations and/or to raise additional storey's or wings or structures in accordance with the plans sanctioned or which may hereafter be sanctioned and will not obstruct or obstruct Promoter/ Developers in their using the staircase, lobbies lift etc. for carrying the materials on upper floors Promoter/ Developers shall be entitled to utilize and/or make connection from all water pipelines and storage tanks sewerage and drainage pipe lines, electric cables, electric lines and sub-station/receiving station and other conveniences and Common Facilities to the said additional storey's or wings or structures which may be constructed by Developer and the Purchaser/s hereby irrevocably consent to the same and he/she/they/it shall not raise any objection whatsoever. The Purchasers/ further agree and undertake not to object to such constructions on the ground of light and ventilation nuisances annoyance inconvenience and/or on any other reasons whatsoever or claim abatement in the price or concession or rebate or compensation or damages.

54. This Agreement shall always be subject to the provisions of The Real Estate (Regulation And Development) Act 2016 with Maharashtra Rules ,2017 and Maharashtra Regulations ,2017 .
55. All costs, charges and expenses in connection with the formation of the Society/Apex Body as well as the costs of the preparing, engrossing the Conveyance Deed, Deed of Assignment, stamp and registration charges thereof and all other agreements or any other documents required to be executed by Developer as well as the entire professional costs of the Attorney, shall be borne and paid by the society or proportionately by all the Purchaser/s of flats/shops in the said building. The Stamp duty and Registration charges incidental to this Agreement shall also be borne and paid by the Purchaser/s. The share of the Purchaser/s of such cost, charges and expenses shall be paid by him/her/them/it immediately on demand.

56. In this Agreement unless there is something inconsistent with or repugnant to the subject or context wherever "Society" is referred to, it shall mean and include Co-operative Housing Society, Limited Company, Association of Persons, and any other organization or body corporate as permissible under any law. It is expressly agreed that Developer shall form or cause to be formed any such organization and/or organizations as they deem fit and proper in the manner as provided hereinbefore in this Agreement.
57. If the Promoter/ Developers due to any reason cannot execute or cause to be executed a Conveyance as provided hereinbefore then the Promoter/ Developers for this purpose shall be entitled to execute such deeds, documents or assurances permissible under law for the time being in force and wherever the word Deed/s of transfer referred to in this agreement the same shall be deemed to mean and include the document or documents by which the right title and interest whether divided or undivided is transferred by the Promoter/ Developers in the said building and in the said Property and the Purchaser/s shall not raise any objection in that behalf.
58. All disputes or differences relating to interpretation or right of a party arising out of any of the clauses of this agreement or in respect of carrying out of the works, whether during the progress of the work or after the completion or abandonment thereof, shall be settled amicably .In case of failure to settle dispute amicably shall be referred to the authority as per the provisions of Real Estate Act 2016 with Maharashtra Rules 2017
59. That rights and obligations of the parties arising out of this Agreement shall be construed and enforced in accordance with laws of India for the time being in force and the courts will have jurisdiction for this Agreement.
60. In this Agreement unless there is anything inconsistent with or repugnant to the subject or context (a) SINGULAR shall include PLURAL and vice versa and (b) MASCULINE shall include FEMININE and vice versa.
61. All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s, by Registered Post A.D. or under the certificate of posting or by courier service at his/her/their/its address specified below:
(ADDRESS OF PURCHASER/S)

The PAN Numbers of the Parties hereto are as under:

Sr.No.	Name of the Party	PAN No.
1. DEVELOPER	M/S SHREENATH DEVELOPERS	ACKFS1382F

2. PURCHASER

Mr./Mrs./Ms. _____

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND
SUBSCRIBED THEIR RESPECTIVE HANDS TO THIS WRITING
THE DAY AND THE YEAR HEREINABOVE WRITTEN.

THE FIRST SCHEDULE ABOVE REFERRED TO

Revenue	Hissa no.	Area
Survey no.		H-R-P
82	3	0-35-7
	Pot Kharaba	0-05-3
		Total 0-41-0
82	4	0-94-2
	Pot Kharaba	0-09-6
		Total 1-03-8

All the land are lying, being and situated at Village Pale, TalukaAmbernath, Dist. Thane, within the limits of Ambernath Municipal Council, and Within the jurisdiction of Joint sub-Registration Ambernath and Registration District Thane. and bounded as follows:

On or towards East	:	S.No.81/4
On or towards West	:	S.No.83
On or towards North	:	MIDC
On or towards South	:	Pada

**THE SECOND SCHEDULE OF THE SAID PROPERTY
ABOVEREFERRED TO:**

PLOT A

Revenue	Hissa no.	Area
Survey no.		H-R-P
82	4	0-94-2
	Pot Kharaba	0-09-6
		Total 1-03-8

All the land are lying, being and situated at Village Pale, TalukaAmbernath, Dist. Thane, within the limits of Ambernath Municipal Council, and Within the jurisdiction of Joint sub-Registration Ambernath and Registration District Thane.and bounded as follows:

On East : S.No.83/1 and Primary School.
On West : S.No.81/4
On South : Pada
On North : S.No.82/1

Revenue	Hissa no.	Area
Survey no.		H-R-P
82	3	0-35-7
	Pot Kharaba	0-05-3
		Total 0-41-0

All the land are lying, being and situated at Village Pale, TalukaAmbernath, Dist. Thane, within the limits of Ambernath Municipal Council, and Within the jurisdiction of Joint sub-Registration Ambernath and Registration District Thane.and bounded as follows:

On East : S.No.83/1
On West : S.No.82/1
On South : S.No.82/4 and Primary School
On North : S.No.80

THE THIRD SCHEDULE ABOVE REFERRED TO

Flat No. Building No.

On Plot A /B

THE FOURTH SCHEDULE ABOVE REFERRED

INTERNAL AMENITIES:-

- (1) Granite Kitchen Platform.
- (2) French Windows for terrace.
- (3) Vitrified tiles.
- (4) Full tiles on kitchen platform wall.
- (5) AC point in all bedrooms.
- (6) Power coated Aluminum sliding windows with mirror glass.
- (7) Concealed branded copper wiring.
- (8) Ceramic flooring for bath & W.C.
- (9) Concealed plumbing fitting –with branded fixtures .
- (10) Full glazed tiles for bath & W.C.
- (11) Internal walls paint with acrylic distemper.
- (12) Main door with decorative laminate & slanted fitting.
- (13) Generator or battery back-up for lifts.

EXTERNAL AMENITIES:-

- (1) Club house
- (2) Gymnasium.
- (3) Children play area.
- (4) Library .
- (5) Landscaped garden
- (6) Indoor games
- (7) Jogging track
- (8) Transport facility
- (9) 24X7 Security
- (10) CCTV surveillance

SIGNED & DELIVERED

By the within named Developer

M/S. SHREENATH DEVOLOPERES

Through it’s partner.

Shri.Shri.GunwantSohanlalKherodiya

SIGNED & DELIVERED

By the within named Purchaser

Shri.....

.....

Smt.....

.....

M/s. _____

In the presence of through its Partner/Director

Mr. _____

In the presence of Witness:

1.

2.

RECEIPT

RECEIVED of and from the within named]
Purchaser/s, Mr. / Mrs. / M/s]
.....]
.....]
a sum of Rs/- (Rupees]
..... only)]
in Cash /Cheque / DD No.]
Dated drawn on]
..... Bank]
..... Branch/Receipts issued]
separately Vide No.....,.....,.....]
.....,.....,.....]
being the amount]
of earnest money/other installments]
paid on or before execution hereof.]

WE SAY RECEIVED
M/S.SHREENATH DEVOLOPERES
Partner

LIST OF ANNEXURES

Sr. No.	PARTICULARS
1.	Annexure I is a copy of Index II of the Development agreement and Supplementary Development agreement.
2.	Annexure II is a copy of N.A order Mahasul/Kaksha-1/Tabel - 14/NAP/SR-(210/13) 20/2014 issued By Collector, Thane
3	Annexure III is a copy 7/12 extracts
4.	Annexure IV is a copyof Building Commencement Certificate bearing No. No.A.M.C/NRV/BP/14-15/149/8360/22Dated 30.04.2014
5.	Annexure V sanctioned plan of the said project
6.	Annexure VI Revised Plan dated 06-03-2017
7.	Annexure VII Revised Plan dated 09-06-2017
8.	Annexure VIII LAY OUT PLAN
9.	Annexure IX FLOOR PLAN
10.	Annexure X TITLE CERTIFICATE
11.	Annexure XI REGISTRATION CERTIFICATE OF PROJECT

