

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at Mumbai, this ____ day of _____ BETWEEN **M/s MARIGOLD CONSTRUCTIONS**, a registered Partnership firm, having its office at 211, Avior, Nirmal Galaxy, L.B.S. Marg, Mulund (West), Mumbai – 400080 having Income Tax PAN No. AAMFM8394F, represented through its Partners (1) MR. BHARAT B. PRAJAPATI and (2) MR. SANJAY B. PRAJAPATI, hereinafter referred to as the “OWNERS/ DEVELOPERS” (which expression shall unless it be repugnant to the context or meaning thereof mean and include the partners constituting the said firm, their heirs, executors, administrators and permitted assigns) of the ONE PART

AND

Mr. _____, an Indian inhabitant and residing at _____, hereinafter called and referred to as the “PURCHASER(S)” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators and permitted assigns) of the OTHER PART.

WHEREAS Mr. PRATAPSHI GOVINDJI @ PADAMSI GOVINDJI @ PRATAP GOVINDJI SHAH were jointly seized and possessed of or otherwise well and sufficiently entitled to all those pieces and parcels of land bearing Survey No.1000, Plots Nos.552 & 552 (Part) corresponding to CTS Nos.795, 795/1 to 9, 796, 796/1 to 9 (all inclusive) admeasuring in the aggregate approx. 1627.30 sq.mtrs. or thereabouts together with the structures standing thereon and situated in the Revenue Village of Mulund in the Registration Sub-District of Kurla, District Mumbai Suburban at Sewaram Lalwani Road, Mulund (West), Mumbai 400 080 (which land together with the buildings and structures standing thereon are more particularly described in the FIRST SCHEDULE hereunder written and are hereinafter collectively

FOR MARIGOLD CONSTRUCTIONS



PARTNER

briefly referred to as **"the existing buildings"**).

AND WHEREAS Prior to 14th March 1944, one Govindji Lakhamshi was seized and possessed of or otherwise well and sufficiently entitled to the captioned property as the owner thereof. The said Govindji Lakhamshi died at Mumbai on 14th March 1944 after making and publishing his Last Will and Testament dated 20th July 1943 in terms whereof he bequeathed the captioned land which was then vacant and certain other properties unto and in favour of his son Pratapshi Govindji @ Padamsi Govindji @ Pratap Govindji Shah.

AND WHEREAS By a Deed of Transfer dated 9th March 1960 executed by one Jethabhai Dewjee Nagda and Meghji Govindji, being the surviving Executors and Trustees to the Last Will and Testament of the said Govindji Lakhamshi, the said Jethabhai Dewjee Nagda and Meghji Govindji transferred granted and conveyed the captioned land and certain other properties unto the said Pratapshi Govindji @ Padamsi Govindji @ Pratap Govindji Shah to hold occupy and enjoy the same as the sole and absolute owner thereof and accordingly, the said Pratapshi Govindji @ Padamsi Govindji @ Pratap Govindji Shah came to be entitled to the captioned land.

AND WHEREAS The said Pratapshi Govindji @ Padamsi Govindji @ Pratap Govindji Shah, prior to execution of the aforesaid Deed of Transfer dated 9th March 1960 in their favour, had on 10th July 1954 executed an Indenture of Lease in respect of the captioned property in favour of one Dhirajlal Pranshanker Desai and Narayandas Vithaldas Mistry thereby demising the captioned land unto and in favour of the said Dhirajlal Pranshanker Desai and Narayandas Vithaldas Mistry for the term of 99 years commencing from 1st June 1954 at the rent and subject to the covenants and conditions contained therein and on the part of aforesaid Lessees to be observed and performed.

AND WHEREAS By a Deed of Assignment dated 6th April 1959 executed by the said Dhirajlal Pranshanker Desai and Narayandas Vithaldas Mistry in favour of one Jeram Bhanji

Kumbhar and duly confirmed by the said Pratapshi Govindji @ Padamsi Govindji @ Pratap Govindji Shah, the said Dhirajlal Pranshanker Desai and Narayandas Vithaldas Mistry sold transferred and assigned unto the said Jeram Bhanji Kumbhar the leasehold rights in respect of the captioned land together with the ownership rights in respect of the partly constructed structure standing thereon for the consideration and on the terms and conditions therein contained to hold the residue of the term of 99 years on the terms conditions and covenants as contained in the said Indenture of Lease dated 10th July 1954 executed by the said Pratapshi Govindji @ Padamsi Govindji @ Pratap Govindji Shah in favour of the said Dhirajlal Pranshanker Desai and Narayandas Vithaldas Mistry.

AND WHEREAS The said Pratapshi Govindji @ Padamsi Govindji @ Pratap Govindji Shah, by a letter dated 21st November 1956 granted their consent and permission for the aforesaid assignment and in the circumstances, the said Jeram Bhanji Kumbhar came to be entitled for leasehold land together with the ownership rights in respect of the partly constructed structure standing thereon and the corresponding benefit of the Indenture of Lease dated 10th July 1954 as executed in respect of the said land.

AND WHEREAS The said Jeram Bhanji Kumbhar completed the construction of the partly constructed structure standing on the said property by constructing a building comprising of ground and four upper floors thereon known as "JAI LAXMI NIWAS" and let out the premises therein to different persons to be occupied by them on monthly tenancy basis (the captioned land together with the several structures standing thereon and collectively known as JAI LAXMI NIWAS are more particularly described in the FIRST SCHEDULE hereunder written and is hereinafter collectively referred to as **"the captioned property"**).

AND WHEREAS The said Jeram Bhanji Kumbhar died intestate at Mumbai on 2nd March 1993 leaving behind him surviving him as his only legal heirs and next-of-kin entitled to succeed to his Estate his three sons viz. Mavji Jairam Prajapati, Naresh Jeram Prajapati and Meghji Jeram Prajapati. Out of the

aforesaid three sons, the said Naresh Jeram Prajapati died intestate at Mumbai, leaving behind him surviving him as his only legal heir and next-of-kin entitled to succeed to his Estate his widow Smt. Manjula Naresh Prajapati and the said Meghji Jeram Prajapati died intestate at Mumbai leaving behind him surviving him as his only legal heirs and next-of-kin entitled to succeed to his widow Smt. Ramaben Meghji Prajapati.

AND WHEREAS In the circumstances, the said Mavji Jairam Prajapati, Smt. Manjula Naresh Prajapati, Smt. Ramaben Meghji Prajapati have now become entitled to hold the leasehold rights in respect of the captioned property together with the ownership rights in respect of the building and structures collectively known as JAI LAXMI NIWAS standing thereon and the corresponding benefit of the Indenture of Lease dated 10th July 1954 as executed in respect of the captioned land.

AND WHEREAS (1) MAVJI JAIRAM PRAJAPATI, (2) Mrs. MANJULA NARESH PRAJAPATI, (3) Mrs. RAMABEN MEGHJI PRAJAPATI, the Lessees/Confirming Parties in terms of an Indenture of Lease dated 10th July 1954 executed by the said Pratapshi Govindji @ Padamsi Govindji @ Pratap Govindji Shah in respect of the said property for the period of 99 years commencing from 1st June 1954 became the absolute owners of the existing buildings, subject however, to the occupation of the several premises therein by the occupants thereof claiming to be monthly tenants.

AND WHEREAS The existing buildings were constructed sometime prior to the year 1967 or so and are in an old and dilapidated condition; save and except for certain premises which are self-occupied by the Lessees/ Confirming Parties herein, all the other tenements in the existing buildings are let out to and occupied by persons claiming to be monthly tenants thereof.

AND WHEREAS By Deed of Conveyance dated 17th August 2015, registered in the office of the Sub-registrar of Assurance at Kurla, under Serial No. KRL-1/8761/2015, for the consideration and on the terms and conditions contained therein, the said Mr. PANKAJ PRATAP SHAH, Mr. KIRAN PRATAP SHAH, DOLLAR PRATAP SHAH, the Vendors therein with the confirmation of Pratap Govindji

Shah HUF, the First Confirming Party therein and Pankaj Pratap Shah & others, the Second Confirming Parties therein, sold, conveyed and transferred the said Property to **M/s MARIGOLD CONSTRUCTIONS**, the Purchaser therein (**the OWNERS/ DEVELOPERS herein**), subject to leasehold rights of the Lessees.

AND WHEREAS subsequently after execution of the said Deed of Conveyance, a survey was carried out and area correction was done and now the total area of the said property is finalized as 1668.10 sq. mtrs. i.e. area of the said property is increased by 40.80 sq. mtrs. and accordingly area corrections in the Property Register Card has been done.

AND WHEREAS By Supplementary Agreement dated 6th July 2018, registered in the office of the Sub-registrar of Assurance at Kurla, under Serial No. KRL-4/8381/2018, the said Mr. PANKAJ PRATAP SHAH, Mr. KIRAN PRATAP SHAH, DOLLAR PRATAP SHAH, the Vendors therein with the confirmation of Pratap Govindji Shah HUF, the First Confirming Party therein and Pankaj Pratap Shah & others, the Second Confirming Parties therein, confirmed sale, conveyance and transfer of the additional area of 40.80 sq. mtrs of the said Property to **M/s MARIGOLD CONSTRUCTIONS**, the Purchaser therein (**the OWNERS/ DEVELOPERS herein**), subject to leasehold rights of the Lessees, viz. the said (1) Mavji Jairam Prajapati, (2) Mrs. Manjula Naresh Prajapati, (3) Mrs. Ramaben Meghji Prajapati.

AND WHEREAS Under the circumstances stated above, as on today, (1) **MAVJI JAIRAM PRAJAPATI**, (2) **Mrs. MANJULA NARESH PRAJAPATI**, (3) **Mrs. RAMABEN MEGHJI PRAJAPATI** became Lessees of the **OWNERS/DEVELOPERS** herein (hereinafter referred to as "**the said Lessees**").

AND WHEREAS The Development Control Regulations, 1991/2034 applicable to Greater Mumbai permit transfer of the right to put up construction from specified category of sites within Greater Mumbai to other eligible plots within its limits by what is known in trade circles as Transfer of Development Rights (TDR), and the acquirers of such TDR are entitled to lay out such construction on their property in accordance with the provisions of the said

Regulations and the guidelines regulating the same, i.e. the Development Control Regulations, as applicable for the time being.

AND WHEREAS The Owners/Developers had approached the said Lessees for development of the said property by demolishing the existing buildings and terms of redevelopment between them are settled and they agreed to execute separate writing, disclosing agreed terms and conditions between them.

AND WHEREAS Thereafter the Owners/Developers had approached the tenants / occupants in the said property and conveyed to them their intention to redevelop the said property by laying out construction thereon to the extent and in the manner contemplated above at their own costs in accordance with the sanctioned building plans on certain agreed terms and conditions, subject to receipt of consent and co-operation of all the tenants / occupants in the said property for such proposed Scheme of redevelopment with the ultimate intention of selling, transferring and conveying the said property to one or more Common Organizations to be got registered by the occupants / purchasers of premises in the new buildings /s to be constructed on the said property.

AND WHEREAS The Owners/Developers arrived at settlement with the tenants / occupants and obtained their respective consent for development of the said property by demolishing the existing buildings / old structures standing thereon.

AND WHEREAS The plans of the new building to be constructed on the said property are duly approved by the Municipal Corporation of Greater Mumbai and IOD bearing No. CE/ES/4638/T/ 337(New) dated 06.01.2021 have been obtained.

AND WHEREAS As a result of the said Agreements, the Owners/ Developers alone are entitled and enjoined upon to construct building/s on the said Property in accordance with the rules and regulations of the Municipal authorities.

AND WHEREAS The Owners/Developers arrived at an arrangement with an Architect, who are registered with the Council of Architects and such standard agreement is as per the agreement

prescribed by the Council of Architects and the appointment of a qualified Structural Engineer for the preparation of the structural design and drawing of the building has been done, till the completion of the new building.

AND WHEREAS The Purchaser(s) demanded from the Owners/ Developers and the Owners/ Developers have given inspection to the Purchaser(s) of all the documents of title relating to the said property, the said Agreements, sanctioned plans, designs and specifications prepared by their Architects, and of such other documents as specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 read with the Real Estate (Regulation and Development) Act, 2016 as amended up-to-date (hereinafter referred to as "the said Act") and the rules made thereunder.

AND WHEREAS the copies of Certificate of Title issued by Advocate, copies of the Revenue Records showing nature of title of the Owners/Developers to the said property on which the said Building/s are to be constructed, I.O.D. from the Municipal Corporation of Greater Mumbai and Copies of plans and specifications of the premises agreed to be purchased by the Purchaser(s) and approved by the concerned Municipal authorities have been annexed hereto and marked as Annexures "A", "B", "C" and "D" respectively.

AND WHEREAS While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Owners/Developers while developing the said Property and the said building and upon due observance and performance of which only the completion and occupation certificate in respect of the said building shall be granted by the concerned local authority.

AND WHEREAS the Owners/ Developers has accordingly commenced construction of the said building/s on the said property in accordance with the said plans.

The Owners/Developers have availed Construction Finance from AU SMALL FINANCE BANK LIMITED upon the sanctioned terms and conditions for which they have created charge on the Project "Marigold Aangan" constructed on all that pieces and parcels of land bearing Survey No.1000, Plots Nos.552 & 552 (Part) corresponding to CTS Nos.795, 795/1 to 9, 796, 796/1 to 9 (all inclusive) admeasuring 1668.10 Sq. Mtrs situated in the Revenue Village of Mulund in the Registration Sub-District of Kurla, District Mumbai Suburban at Sewaram Lalwani Road, Mulund (West), Mumbai 400 080 Project RERA Registration No - P51800029006.

In pursuance of the sanctioned terms and conditions, an Indenture of Mortgage dated 27/10/23 executed between the Owners/Developers as Mortgagor and AU Small Finance Bank Ltd. As Mortgagee and have created a Mortgage on the Project "Marigold Aangan" upon the terms and conditions mentioned therein. The said Indenture of Mortgage dated 27/10/23 is registered with Office of Joint Sub Registrar Kurla under Serial No. KRL-4/21705/2023

AND WHEREAS The Purchaser(s) are interested in purchasing a premises in the building to be constructed on the said property and more particularly described in the SECOND SCHEDULE hereunder written and applied for the allotment of the Flat Premises No. ____ on the ____ floor of the building/s to be erected on the said property.

AND WHEREAS The Owners/Developers have agreed to sell to the Purchaser(s) and the Purchaser(s) have agreed to purchase from the Owners/Developers the Flat Premises No. ____ on the ____ floor of the said proposed new Building to be known as "MARIGOLD AANGAN" to be constructed on the said property more particularly described in the SECOND SCHEDULE hereunder written, at the price and on the terms and conditions hereinafter appearing.

AND WHEREAS Prior to the execution of these presents the Purchaser(s) have paid to the Owners/Developers, a sum of Rs.____/- (**Rupees _____ Only**), being the **part payment towards sale price** of the Flat agreed to be sold by the

Owners/Developers to the Purchaser(s) as advance payment or deposit (the payment and receipt whereof the Owners/Developers DO hereby admit and acknowledge) and the Purchaser(s) have agreed to pay to the Owners/Developers balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS The Owners/Developers has registered the Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as "RERA") with the Real Estate Regulatory Authority at Mumbai vide No.P51800029006;

AND WHEREAS Under the said Act, the Owners/Developers is required to execute a written Agreement for sale of the said Premises to the Purchaser(s) and also to register the same under the Registration Act.

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

1. THE Owners/Developers shall under normal circumstances, re-construct the building/s, known as **"MARIGOLD AANGAN"** consisting of Ground plus 18 upper floors or as approved by the Municipal Corporation of Greater Mumbai on the said property in accordance with the plans, designs and specifications prepared by their Architects and processed under File No. / I.O.D. No. CE/ES/ 4638/T/337(New) dated 06.01.2021 by the Municipal Authorities and which have been seen and approved by the Purchaser(s) with only such variations and modifications as the Owners/Developers may consider necessary or as may be required by the concerned local authority, the Government to be made in them or any of them; Provided that the Owners/Developers shall have to obtain prior consent in writing to the Purchaser(s) in respect of only such variations or modifications which may adversely affect the Premises of the Purchaser/s by reduction in area.
2. THE Purchaser/s hereby agrees to purchase from the Owners/Developers and the Owners/Developers hereby agree to

sell to the Purchaser(s) one Flat premises being premises No. _____ admeasuring Carpet area of _____ sq. ft. as per RERA or (inclusive of the area of balconies) on the _____ floor of the Building and shown in the floor plan thereof hereto annexed and marked **Annexure "D"** (hereinafter referred to as the "**said premises**"). The total price of the said premises inclusive of the proportionate price of common areas and facilities appurtenant to the premises to be paid by the Purchaser(s) to the Owners/Developers works out to **Rs. _____/-** (Rupees _____ only) (hereinafter referred to as the "**said consideration**"). The said consideration of the said premises shall be paid by the Purchaser/s to the Owners/Developers as per slab-wise payment schedule prescribed under Real Estate (Regulation & Development) Act, 2016 and in accordance with the progress of the construction work (marked as **Annexure - "F"** annexed hereto).

3. THE Total Price above excludes Taxes (consisting of tax paid or payable by way of GST, and cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project.
4. 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 Owners/Developers undertakes and agrees that while raising a demand on the Purchaser(s) for increase in development charges, cost, or levies imposed by the competent authorities etc., the Owners/Developers 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 Purchaser(s), which shall only be applicable on subsequent payments.
5. THE Owners/Developers hereby agree to observe, perform and comply with all the terms, conditions and restrictions if any, which may have been imposed by the concerned local authority

at the time of sanctioning the said plans or thereafter, and shall before handing over possession of the said premises obtain from the concerned local authority Occupation and/ or Completion Certificates in respect of the said Premises.

6. THE Purchaser/s agrees to pay to the Owners/Developers interest at the rate of 12% per annum on all the amounts which become due and payable by the Purchaser(s) to the Owners/Developers under the terms of this Agreement from the date the said amount is payable by the Purchaser to the Owners/Developers.
7. ON the Purchaser(s) committing default, in payment on due dates of any amount due and payable (including his/her proportionate share of taxes levied by the concerned local authority) and on the Purchaser/s committing breach of any of the terms and conditions herein contained, the Owners/Developers shall be entitled at their option to terminate this Agreement.

PROVIDED always that the power of termination shall not be exercised by the Owners/Developers unless and until the Owners/Developers shall have given 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 he intend to terminate the agreement and default shall have been made by the Purchaser/s in remedying such breach or breaches within a reasonable time after the giving of such notice.

PROVIDED further that upon the termination of this Agreement as aforesaid, the Owners/Developers shall refund to the Purchaser/s the installments of sale price which may till then have been paid by the Purchaser(s) to the Owners/Developers, but the Owners/Developers shall not be liable to pay any interest on such amount. On refund of such amount, the Owners/Developers shall be at liberty to dispose-off and sell the premises to such person and at such price the Owners/Developers may in their absolute discretion think fit.

8. THE Owners/Developers declare that as on this day, they are absolutely seized and possessed of the said Property more particularly described in the **FIRST SCHEDULE** hereunder

written and its title to the said Property is clear marketable and free from encumbrances save and except charge of AU Small Finance Bank as mentioned hereinabove and reasonable doubts. The Owners/Developers have obtained the title certificate of the said property from their Advocate, Copy whereof is hereto annexed and marked as **Annexure "A"** annexed hereto.

9. THE Owners/Developers hereby declare that that no part of the Floor space index of the said demised piece of land has been utilized by the Owners/Developers elsewhere for any purpose whatsoever. The Owners/Developers shall have the right to make additions and / or alterations and raise or put up additional structures as may be permitted by the concerned authorities by using permissible basic F.S.I. and FSI by paying premium or FSI in any form including utilization of F.S.I. under T.D.R. Scheme. If any portion of the said Property is acquired or notified to be acquired by the Government or any other public body or authority, the Owners/Developers shall be entitled to receive all benefits in respect thereof and/ or compensatory F.S.I. and all other benefits which may be permitted in lieu thereof. The Owners/Developers hereby agree that they shall before handing over possession of the premises to the Purchaser(s) make full and true disclosure of the nature of title to the said property as well as encumbrance, if any, including any right, title, interest or claim of any third party in or over the said Property and shall as far as practicable ensure that the said Property is free from all encumbrances save and except of charge or **AU Small Finance Bank Limited as mentioned hereinabove**.
10. THE fixtures, fittings and amenities to be provided by the Owners/Developers in the said Premises are those that are set out in **Annexure "E"** annexed hereto.
11. UNDER normal circumstances, the Owners/Developers shall give possession of the said premises to the Purchaser(s) on or before 31-03-2024. PROVIDED that the Owners/Developers shall be entitled to reasonable extension of time for giving delivery of the said premises on the aforesaid date, if the completion of building in which the premises are to be situated is delayed on account of-

- (i) War, civil Commotion or act of God;
- (ii) Any notice, restrictive order, rule, notification of the Court, Government and/or other public or competent authorities.

IF the Owners/Developers fail or neglect to give possession of the said Premises to the Purchaser/s on account of reasons beyond his control and of their agents as per the provisions of the said Act, by the aforesaid date or the dates prescribed in the said RERA Act, then the Owners/Developers shall be liable on demand to refund to the Purchaser/s the amounts already received by them in respect of the said Premises with simple interest of 12% p.a. from the date the Owners/Developers received the sum till the amounts and interest thereon is repaid.

12. THE Purchaser/s shall take possession of the said Premises within 15 days of the Owners/Developers giving written notice to the purchaser intimating that the said premises are ready for use and occupation.

UPON receiving a written intimation from the Owners/Developers, the Purchaser shall take possession of the said Premises from the Owners/Developers by executing necessary indemnities, undertakings and such other documentation as may be necessary. In case the Purchaser(s) fails to take possession within the time provided herein, such Purchaser/s shall continue to be liable to pay maintenance charges as applicable.

PROVIDED within the period of five year from the date of handing over the said premises to the Purchaser/s, if the Purchaser/s brings to the notice of the Owners/Developers any defect in the said premises or the building in which the premises are situated or the material used therein or any unauthorized change in the construction of the building then wherever necessary such defects or unauthorized changes shall be rectified by the Owners/Developers at their own cost PROVIDED no alterations are made by the Purchaser/s in the said Premises.

13. THE Purchaser/s shall use the said premises or any part thereof or permit the same to be used only for the purpose of residence/business. The Purchaser/s shall use the garage or parking space, if allotted, only for purpose of for keeping or parking their own vehicle. It is specifically clarified that the Purchaser/s shall at their own cost and responsibility maintain cleanliness in the said premises as well as its surrounding area so that no nuisance or un-healthy atmosphere is created.
14. THE Owners/Developers shall form a Co-operative Housing Society or a Limited Company or Association of Apartment Owners or some other body of the Buyers/occupants of all premises of the building to be erected on the said property. The Purchaser(s) along with other Purchasers/occupants of the components in the said building shall be admitted as member of the Society, when it formed and get registered and for this purpose also from time to time sign and execute the application for membership and other papers and documents necessary for becoming a member, including the bye-laws of the Society and duly fill in, sign and return to the Owners/Developers within 8 days of the same being forwarded by the Owners/Developers to the Purchaser/s, so as to enable Owners/Developers to admit the Purchaser(s) as member of the said Co-operative Housing Society as required under the said Act. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws, as may be required by the Registrar of Co-operative Societies or any other competent Authority.
15. COMMENCING a week after notice in writing is given by the Owners/Developers to the Purchaser(s) that the Premises are ready for use and occupation, the Purchaser(s) shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Flat) of outgoings in respect of the said land and building namely local taxes, betterment charges or such other levies by the concerned local authority/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 land and Building until the Society is formed and the said land and building transferred to it, the Purchaser(s) shall pay to the Owners/Developers such proportionate share of outgoings as may be determined. The Purchaser agrees that till the Purchaser's share is so determined, the Purchaser shall pay to the Society provisional monthly contribution as per actual expenses per month towards the outgoings. The amount so paid by the Purchaser to the Owners/Developers shall not carry any interest and remain with the Owners/Developers until a conveyance is executed in favour of the Co-operative Society, as aforesaid. On such conveyance being executed, the aforesaid deposits (less deduction provided for this Agreement) shall be paid over by the Owners/Developers to the Co-operative Society as the case may be. The Purchaser undertakes to pay such monthly contributions and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

16. THE Purchaser(s) shall bear cost of stamp duty, registration charges, cess, scanning fees, out of pocket expenses, VAT (works contract tax), GST, service tax, betterment and development charges, or any other cess, levies or taxes that may be levied by the Central Government, State Government, or local authority as applicable from time to time.

17. THE Purchasers shall on or before delivery of possession of the said premises keep deposited with the Owners/Developers the following amounts:

- (i) **Rs.** _____ (**Rupees** _____ **Only**)
towards the cost of 10 shares in the Society and entrance fees thereto,
- (ii) **Rs.** _____ (**Rupees** _____ **Only**)
towards the proportionate share of the Allottee in respect of the said Apartment in the professional fees of the Advocate engaged but excluding the out-of-pocket charges and expenses for preparing, engrossing, stamping

and registering the different documents, declarations, etc. to be executed by the Promoters, the acquirers of apartments in the said building and the proposed Society from time to time and for registration of the Society and transfer of the property to it,

- (iii) Rs. _____ (Rupees _____ Only)
towards the proportionate contribution of the Allottee for reimbursement of the charges / expenses incurred by the Promoters in respect of the said apartments including on account of deposits paid or payable to the local authority, electric supply agency, gas supply company, etc. on account of deposit for water supply, electricity supply and for amenities and services provided in the said building and also for or on account of water / gas / electricity connection charges,
- (iv) Rs. _____ (Rupees _____ Only)
being the proportionate share of the Allottee towards the development charges payable on account of the said development,
- (v) Rs. _____ (Rupees _____ Only)
towards professional fees of the Advocates for preparing engrossing and stamping this Agreement for Sale of the said apartment to him (to be paid to them on execution hereof).

The Allottee/s / Purchaser/s do and each of them doth hereby agree that in event the consideration payable by the Allottee/s / Purchaser/s unto the Promoter herein, as required by the AU Small Finance Bank Limited, then the same shall be transferred into the designated MARIGOLD CONSTRUCTIONS MARIGOLD AANGAN RERA COLLECTION ACCOUNT- 2302253152939355 being opened by the Promoter's with the AU Small Finance Bank Limited.

18. THE Owners/Developers shall utilize the said Sum paid by the Purchaser/s to the Owners/Developers for the purpose for which they are received and maintain a separate account in respect thereof.
19. THE Owners/Developers hereby represents and warrants to the Purchaser(s) as follows :
 - (i) The Owners/Developers has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project on the said property;
 - (ii) The Owners/Developers has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project on the said property and shall obtain requisite approvals from time to time to complete the development of the Project;
 - (iii) There are no encumbrances upon the project land or the Project except those disclosed in the title report and as mentioned herein above.
 - (iv) There are no litigations pending before any Court of Law with respect to the project land or the Project;
 - (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Owners/Developers has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

- (vi) The Owners/Developers has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and/or interest of the Purchaser(s) created herein, may prejudicially be affected;
 - (vii) The Owners/Developers 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 premises, which will, in any manner, affect the right, title and/or interest of the Purchaser(s), under this agreement;
 - (viii) The Owners/Developers confirm that they are not restricted in any manner whatsoever from selling the said Premises to the Purchaser(s) in the manner contemplated in this agreement;
 - (ix) The Owners/Developers 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 said project to the competent Authorities;
 - (x) No notice from the Government or any other local body or authority or any legislative enactment, Government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project.
20. THE Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the said Premises may come, DO hereby covenant with the Owners/Developers as follows:
- (a) To maintain the said Premises at Purchaser's own cost in good tenantable condition from the date of taking over possession of the said premises and shall not do or suffered to be done anything in or to the building, staircase or any passage which may be against the rules, regulations, or

bye-laws of concerned local authorities or change/ alter or make any additions or alterations in or to the building in which the said premises are situated and the said premises itself or any part thereof.

- (b) Not to store in the premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the same premises are situated or storing of which goods is objected or prevented by the concerned local or other authority and shall not carry or cause to be carried heavy packages which may damage or likely to damage the staircase, common passage or any of the structures of the building in which the premises are situated, including entrances of the building. On account of the negligence or default of the purchaser/s in this behalf, the purchaser/s shall be liable for all the consequences of the breach.
- (c) To carry at their own cost all internal repairs of the said premises and maintain the same in good condition and order in which it was delivered by the Owners/Developers and shall not do or suffering to be done anything in or to the said building. In the event Purchaser/s committing any act in contravention of the municipal or any their legal provisions of the appropriate authorities, the purchaser/s shall be responsible and liable for the consequences thereof to the concerned authority and/ or other public authority.
- (d) Not to demolish or caused to be demolished the said premises or any part thereof, not in any time make or caused to be made any addition or alteration of whatsoever nature in the elevation and outside colour scheme of the building in which the Premises are situated and shall keep the portion, sewers drains pipes in the premises and appurtenances thereto in good tenantable condition and in particular so as to support shelter and protect the other parts of the building and shall not chisel or in any other manner columns, beams, walls, slabs or R.C.C. pardis or

other structural members in the said premises without the prior written permission of the Owners/Developers.

- (e) 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 building whereby any increased premium shall become payable in respect of the insurance.
- (f) Not to throw dirt, rubbish, rags, garbage or other refuse for permit the same to be thrown from the said Premises in the compound, gutter or in the portion of the same building.
- (g) Pay to the Owners/Developers within 7 days of demand by the Owners/Developers his/her/their share of Security Deposit or additional amount demanded by concerned local authority or Government for giving water, electricity or any other service connection to the building in which the Premises are situated.
- (h) To bear and pay increase in local taxes, water charges, Insurances and such other levies which may be imposed by the concerned local authorities, Government, Public authority on account of change of user of the said premises of the Purchaser/s.
- (i) The Purchaser/s shall not let, sub-let, transfer, assign or part with the purchaser/s' interest or benefit factor of this Agreement or part with possession of the said premises in any manner until all dues payable by the Purchaser/s under this Agreement are fully paid up to the Owners/Developers and only if the Purchaser/s had not guilty of breach of or non-observance of any of the terms and condition of this Agreement and until the Purchaser has intimated in writing to the Owners/Developers.
- (j) The Purchaser/s shall observe and perform all the rules and regulations which the Society may adopt at its reception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building 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 as laid down by the Society regarding the occupation and use of the Premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

- (k) The Purchaser/s shall permit the Owners/Developers and their surveyors and agent, with or without workmen at all reasonable times to enter into and upon the said land and building or any part thereof to view and examine the state and condition thereof and do the construction activities, if permitted by the municipal authorities.

21. IT IS expressly agreed by and between the Owners/Developers and the Purchaser/s and all persons claiming under them that:

- (a) The Owners/Developers shall have unfettered full, free and complete right of way and means of access over, along, across and under all the internal access roads at all times of the day and night, for all purposes and either on foot or with or without carts, arraigns, trucks and other vehicles for the purposes of carrying on construction of the said building as well as the construction of additional floors on the said property for consuming the unconsumed F.A.R. (F.S.I.) and also full free and complete right and liberty to lay and connect drains, pipes, electricity, telephone, fax, cables and services facilities for full and proper use and enjoyment of the said property and/or the neighboring properties that may have been or that may hereafter be agreed to be developed by the Owners/Developers.
- (b) The Owners/Developers shall have the right to make addition and alterations and raise or put the additional structures, as may be permitted by the concerned authorities on the terrace of the said property and/or grant right of way from the said property for development of adjoining property.

The Purchaser(s) shall not be entitled to claim any rebate and/or concession in the price of her/his Premises on account of additions / alterations made in the building and or right of way, if any granted by the Owners/Developers. The Owners/Developers shall have exclusive rights to stilt portion and they can develop the said stilt portion in future as per municipal council laws and shall be entitled to deal with the same at their own discretion.

22. TIME is essence for the Owners/Developers as well as the Purchaser(s). The Owners/Developers shall abide by the time schedule for completing the project and handing over the said premises to the Purchaser(s) and the common areas to the association of the Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser(s) shall make timely payments of the installment/s and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Owners/Developers, as agreed.
23. NOTHING contained in this Agreement is intended to be nor shall be construed as a grant, demise, or assignment in law of the said piece of land / Property or any part thereof. The Purchaser/s shall have no claim save and except the said premises agreed to be sold to him/her and the parking space, open terrace, balance F.S.I. etc. will remain the property of the Owners/Developers as hereinbefore mentioned.
24. ANY delay tolerated or indulgence shown by the Owners/Developers in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s shall not be construed as a waiver on the part of the Owners/Developers of any breach or non-compliance 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 the Owners/Developers.
25. AFTER the Owners/Developers executes this Agreement they shall not mortgage or create a charge on the said Premises and if any such mortgage or charge is made or created then

notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser(s) who has taken or agreed to take such Premises.

26. THE Purchaser/s shall present this Agreement at the proper registration office of Registration within the time limit prescribed by the Registration Act, and the Owners/Developers will attend such office and admit execution thereof.
27. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the terrace space in the front of or adjacent to the terrace premises in the said building, if any shall belong exclusively to the respective purchaser of the terrace Premises and such terrace spaces are intended for the exclusive use of the respective terrace Premises purchaser. The said terrace shall not be enclosed by the Purchaser till the permission in writing is obtained from the concerned local authority and the Owners/Developers.
28. IT IS specifically clarified that the Owners/Developers shall be entitled to allow or permit the concerned authorities to put cable station, hoardings, machineries etc. in the terrace or in the premises of the building to carry on telephone, cable or any other lawful activities and Purchaser un-conditionally undertake not to take any objection there for.
29. 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/ under certificate of posting at theirs address specified below :
30. THE Purchaser/s shall not be entitled to claim partition or any separate legal document in respect of the premises agreed to be acquired by him.
31. 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 purchasers of the said Premises, in case of a

transfer, as the said obligations go along with the said Premises for all intents and purposes.

32. FORWARDING this agreement to the Purchaser(s) by the Owners/ Developers does not create a binding obligation on the part of the Owners/Developers or the Purchaser(s) until, firstly, the Purchaser(s) 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 Purchaser(s) and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Owners/Developers. If the Purchaser(s) fails to execute and deliver to the OWNERS/DEVELOPERS this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Owners/Developers, then the Owners/Developers shall serve a notice to the Purchaser(s) for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser(s), application of the Purchaser(s) shall be treated as cancelled and all sums deposited by the Purchaser(s) in connection therewith including the booking amount shall be returned to the Purchaser(s) without any interest or compensation whatsoever.
33. IT shall be the duty of the Purchaser(s) and the Owners/Developers 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 Owners/Developers or the Purchaser(s), as the case may be.

That in case there are Joint Purchaser(s) all communications shall be sent by the Owners/Developers to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes be considered as properly served on all the Purchaser(s).

34. GST or any other taxes, as applicable and/or if any levied by the Government authorities in respect of the said premises shall be borne and paid by the Purchasers alone.
35. THE Purchaser/s shall deduct TDS as required under the provisions of Section 194-IA of the Income-tax Act, 1961, on the said consideration as per this Agreement and deposit the same to the credit of the Owners/Developers in the authorized Bank. The Purchaser/s shall also furnish the TDS certificates to the Owners/Developers in respect of the said payment.
36. THIS Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.
37. 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 purchasers of the said Premises, in case of a transfer, as the said obligations go along with the said Premises for all intents and purposes.
38. THE Owners/Developers have registered /shall register the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority (hereinafter referred to as "the said RERA Act") vide No. P51800029006.
39. IF ANY provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining

provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

40. ANY dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
41. THIS AGREEMENT shall always be subject to the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the rules made thereunder as amended up-to-date, read with the Real Estate (Regulation and Development) Act, 2016.

IN WITNESSESS WHEREOF the parties hereto have hereunto set and subscribed their respective signatures and seal on the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THOSE pieces or parcels of land or ground bearing Survey No.1000, Plots Nos.552 & 552 (Part) corresponding to CTS Nos.795, 795/1 to 9, 796, 796/1 to 9 (all inclusive) admeasuring in the aggregate approx. 1668.10 sq. mtrs. or thereabouts, (i.e. old area 1627.30 sq.mtrs. + 40.80 sq. mtrs. additional area), together with the structures standing thereon and lying, being and situated in the Revenue Village of Mulund in the Registration Sub-District of Kurla, District Mumbai Suburban at Sewaram Lalwani Road, Mulund (West), Mumbai 400080 within the limits of "T" Ward of the Municipal Corporation of Greater Mumbai together along with the building(s)/structure(s) standing thereon, known as JAI LAXMI NIWAS standing thereon.

THE SECOND SCHEDULE ABOVE REFERRED TO

The Residential Premises bearing Flat No. ____ admeasuring area of ____ Sq. ft. RERA Carpet, located on the ____ floor, in the building to be re-constructed and known as "MARIGOLD AANGAN" consisting of Ground plus 18 upper floors and to be constructed on the said property, more particularly described in the FIRST SCHEDULE hereinabove written, together with the benefits of the common limited areas and facilities.

SIGNED, SEALED & DELIVERED by the
within named OWNERS / DEVELOPERS
M/s MARIGOLD CONSTRUCTIONS
through its Partners

(1) MR. BHARAT B. PRAJAPATI

(2) MR. SANJAY B. PRAJAPATI

In the presence of :

(1)

(2)

SIGNED, SEALED & DELIVERED by the
within named PURCHASER

In the presence of :

(1)

(2)

Receipt

Received from the Purchaser Mr. _____, a sum of
Rs. _____/-

(Rupees only) being part consideration of Flat Premises
No.201 on the 2nd floor of the building known as "MARIGOLD
AANGAN" as stated in Clause No. 2 a hereinabove as under:

Cheque No.	Date	Bank	Amount

WE SAY RECEIVED,



M/s MARIGOLD CONSTRUCTIONS

Through its Partners

Witnesses

1.

2.

FOR MARIGOLD CONSTRUCTIONS


PARTNER

ANNEXURES:

- A. Title Certificate.
- B. Copies of Revenue Records showing nature of the Title to the Land.
- C. I.O.D. and CC.
- D. Plans of the premises as approved.
- E. Specifications and amenities to be provided in the Premises.
- F. Schedule of payments.

FOR MARIGOLD CONSTRUCTIONS



PARTNER