

or any portion of the project land and the building in which the flat is situated.

- viii. Pay to the Promoters within fifteen days of demand by the Promoters his / her / their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat is situated.
 - ix. The Allottee / s shall bear and pay increase in local taxes, water charges, insurance and such other levies if any, which are imposed by the concerned local authority and / or Government and / or other public authority on account of change of user of the flat by the Allottee for any purposes other than for purpose for which it is sold.
 - x. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this agreement or part with the possession of the Flat until all the dues payable by the Allottee to the Promoters under this agreement are fully paid up.
 - xi. The Allottee shall observe and perform all the rules and regulations which the Society or Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the flats therein and for the observance and performance of the building Rules, Regulations and Bye-Laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society / Limited Company / Apex Body / Federation regarding the occupancy and use of the flats 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.
 - xii. Until a Conveyance of the structure of the building in which the flat is situated and the Land on which the said building is being constructed is executed in favour of the Society / Limited Company, the Allottee shall permit the Promoters and his surveyors and agents with or without, workmen and others, at all reasonable times to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.
15. The Promoters shall respectively maintain a separate account in respect of sum received by each of the Promoters from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or Association or Company or towards the outgoings, legal charges and shall utilise the amounts only for the purpose for which they have been received.
16. Nothing anything contained in this agreement, this Agreement is neither intended to be nor shall be construed a grant, demise or

assignment in law of the Flat agreed to be sold and the building or any part thereof in which the Flat is situated. The Allottee shall have no claim save and except in respect of the Flat hereby agreed to be sold to him / them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters until the said structure of the building is transferred to the Society / Limited Company or other body and until the project land is transferred to the Apex Body / Federation as hereinbefore mentioned.

PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE

17. After the Promoters executes this agreement, they shall not mortgage or create a charge on the Flat agreed to be sold under this agreement and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such flat.

18. BINDING EFFECT :

Forwarding this agreement to the Allottee by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee until, Firstly the Allottee signs and delivers this agreement with all the schedules along with the payments due as stipulated. Secondly, the Parties hereto appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Allottee. Thirdly If the Allottee/s fails to execute and deliver to the Promoters this agreement within thirty days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration, then the Promoters shall serve a notice to the Allottee for rectifying the default which if not rectified within fifteen days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT :

This agreement along with its schedules and annexures constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regard to the flat/building as the case may be.

20. RIGHT TO AMEND :

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES:

It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations

arising hereunder in respect of the project shall equally be applicable to and enforceable against any subsequent Allottees of the flat in case of transfer as the said obligations go along with the flat for all intents and purposes.

22. SEVERABILITY :

If any provision of this agreement shall be determined to 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.

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

Whenever in this agreement it is stipulated that the Allottee has to make any payment in common with other Allottees in project, the same shall be in proportionate to the carpet area of the flat to the total carpet area of all the flat in the project.

24. FURTHER ASSURANCES :

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

25. PLACE OF EXECUTION

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

26. The Allottee shall present this agreement as well as the conveyance / Assignment of Lease at the proper registration office of registration within the time limited prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof.

Notices

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

Name and the address of the Allottee

Allottee Notified Email ID : _____

Name of the allottee : _____

Address of the allottee : _____

Name of the Contractor Promoter : MAHENDRA KOTHARI OF KOTHARI M. LAND DEVELOPERS PVT LTD

Address of Contractor promoter : A/60, 103, Sector-1, Shanti Nagar, Opp. Mira Road, Railway Station, Mira Road East, District Thane-401107

Contractor Promoter notified email ID : _____

Owner Promoter Name : Shri Mohan Dinesh Singh, Proprietor of M/s. Star Developers

Address of the Owner Promoter : Survey No.314, Hissa No.3B & 2A, Next to MBMC Ramdev Park Garden, Near Orange Hospital, Ramdev Park, Goddeo Village, Bhayander (E), Dist. Thane 401107

Notified Email ID : stardevelopers04@gmail.com

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

JOINT ALLOTTEES :

28. That in case there are Joint Allottees all communications shall be sent by the Promoters to the Allottee whose name appears first and

SIGNED AND DELIVERED)

by the within named "OWNER PROMOTER")

SHRI MOHAN DINESH SINGH)

Proprietor of M/s. STAR DEVELOPERS)

In the presence of.)

1. _____)

2. _____)

SIGNED AND DELIVERED)

by the within named "CONTRACTOR PROMOTER")

SHRI MAHENDRA KOTHARI Director)

KOTHARI M. LAND DEVELOPER PVT LTD.)

in the presence of)

1. _____)

2. _____)

SIGNED AND DELIVERED)

by the within named "ALLOTTEE")

1] _____)

2] _____)

3] _____)

In the presence of.....)

1. _____)

2. _____)

at the address given by him / her which shall for all intents and purposes to consider as properly served on all the Allottees.

Stamp duty and Registration:

29. The charges towards stamp duty and registration of this agreement as also on other Deeds and Documents to be signed hereafter between the parties and / or both the Promoters as also the Society formed of the Purchasers of the premises constructed by the Promoter Contractor shall be borne and paid by the Allottees.

Dispute Resolution:

30. Any dispute between the parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the **Competent Authority** under the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations thereunder.

GOVERNING LAW :

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

IN WITNESS WHEREOF the parties hereinabove named have set their respective hands and signed this agreement for sale at Bhayander (East) in the presence of attesting witness, signing as such on the day first above written.

THE FIRST SCHEDULE ABOVE REFERRED TO

Description of the land under development

All that piece or parcel of land admeasuring 1130.34 sq. meters forming the portion of land bearing Old Survey No. 314, Old Hissa No.3 (Part), New Survey No.51, New Hissa No.3/B and an area admeasuring 182 sq. meters forming the portion of land bearing Old Survey No.314, New Survey No. 51, Hissa No. 2/A, situate, lying and being at Village Goddeo, Bhayandar, Taluka and District Thane, in the Registration District and Sub-District of Thane and now within the limits of the Mira Bhayandar Municipal Corporation. *mi*

THE SECOND SCHEDULE ABOVE REFERRED TO

Being the description of the flat purchased

Flat No. _____, admeasuring _____ sq. carpet area on the _____ floor of Building No.1 known as Hibiscus Height to be constructed on the said property described in the First Schedule hereinabove written. *24th*

RECEIPT

RECEIVED of and from the Allottee above named, the sum of
Rs. _____/- (Rupees _____
_____ only) by Cheque / RTGS / Pay Order
bearing No. _____ dated _____ 2019 drawn
on _____ branch on this
_____ day of _____ 2019.

Rs. _____/-
I SAY RECEIVED,

SHRI MAHENDRA KOTHARI
Director of Kothari M. Land Developers Pvt. Ltd.

Witnesses :

1.

2.

RECEIPT

RECEIVED of and from the Allottee above named, the sum of
Rs. _____/- (Rupees _____
_____ only) by Cheque / RTGS / Pay Order
bearing No. _____ dated _____ 2019 drawn
on _____ branch on this
_____ day of _____ 2019.

Rs. _____/-
I SAY RECEIVED,

SHRI MAHENDRA KOTHARI
Director of Kothari M. Land Developers Pvt. Ltd.

Witnesses :

1.

2.