

AGREEMENT FOR SALE

THESE ARTICLES OF AGREEMENT made and entered into at
Mumbai this _____ day of _____, 20____,

BETWEEN

SHREEJI REALTORS, a partnership firm, duly registered under the
Partnership Act, 1932 and having its registered office at
_____, through its authorized partners, (1)
Mr. Sidhant K. Shah and (2) Mr. Kamlesh J. Shah, hereinafter called
“**THE PROMOTERS**” (which expression shall unless it be repugnant to
the context or meaning thereof be deemed to mean and include the
partners or partner for the time being of the said firm, the survivors or
survivor of them and the heirs, executors and administrators of last of
such survivors or survivor and assigns) **OF THE ONE PART**;

AND

Mr./Ms./M/s.

adult, Indian Inhabitants / a Registered Partnership Firm / a Company
registered under the Companies Act, 1956, resident of / carrying on
business at / having its registered office at

_____ hereinafter referred to as “**THE ALLOTTEE/S**”
(which expression shall unless it be repugnant to the context or meaning
thereof be deemed to mean and include (a) in case of an Individual, such
individual's heirs, executors and administrators and permitted assigns;
(b) In case of a Partnership Firm, the partners for the time being thereof,

the survivors or the last survivors of them and legal heirs, executors,
administrators of last survivor of them and his/her/their/its permitted
assigns, and (c) In case of a Company/Society its successors and

permitted assigns, and in all cases all persons claiming by under or through such Allottee/s including his/her/their/its successors in interest)

OF THE OTHER PART;

WHEREAS:

- A. By an Indenture dated 21st December, 1956, duly registered on 04th February, 1958 with the Office of the Sub-Registrar of Assurances at Bombay under Serial No. 2574 of 1957 executed by and between (1) Mr. Ratansey Karsondas, (2) Mr. Pratapsingh Mathuradas, (3) Ms. Bai Pushpabai Pratapsingh and (4) Mr. Jaisinh Vithaldas (therein referred to as “the Owners”) of the One Part and (1) Dr. H. S. Mahal and (2) K. S. Mahal (therein referred to as “the Purchasers”) of the Other Part, wherein the said Owners therein sold, transferred, conveyed, assigned and assured their entire share, right, title and/or interest in all that piece and parcel of land bearing Survey No. 96 A, Hissa No. 2 (part) and bearing admeasuring 2315.44 sq. yards situated at L B. S. Marg, Opp. Cipla, Vikhroli (West), Mumbai-400083 in the Registration District and Sub-District of Mumbai Suburban together (hereinafter referred to as “**THE SAID LARGER LAND**”).
- B. By a Deed of Partition dated 03rd April, 1969 duly registered with the Office of the Sub-Registrar of Assurances at Bombay under Serial No. 1370 of 1969 and executed by and between Dr. H. S. Mahal and K. S. Mahal, the said land was divided into two separate Plots viz. Plot A admeasuring 1447.14 sq yards equivalent to 1232 sq. mtrs. and B admeasuring 868.30 sq. yards equivalent to 725 sq. mtrs. It was agreed between the parties therein that, the said Plot No. A shall well and sufficiently belong to K. S. Mahal and the said Plot No. B shall well and sufficiently belong to Dr. H. S. Mahal (hereinafter the said Plot A is referred to as “**THE SAID LAND**”) and the said land is more particularly described in the schedule hereunder written and delineated on the plan in **RED** Colour hereto annexed as **ANNEXURE “A”**.
- C. In 1969, after obtaining the required approvals from the Municipal Corporation, Kartar Singh Mahal constructed a structure known as “Mahal House” consisting ground plus three upper floors and having a total built up, area of around 12800 square Feet and one garage admeasuring 250 Square feet (alongwith one garage is collectively referred to as “**THE SAID STRUCTURE**” and hereinafter the said land and said structure are collectively referred to as “**THE SAID PROPERTY**”);

- D. The said structure was let on rental basis to M/s. General Pharmaceutical Machinery Company, a partnership firm wherein the two sons of the said Kartar Singh namely (1) Jagjit Singh and (2) Surjit Singh were partners, and the said Kartar Singh Mahal permitted the said General Pharmaceutical Machinery Company to use the said structure for the purposes of running their Factory and Office, and was receiving rent from the said General Pharmaceutical Machinery Company;
- E. Mr. Kartar Singh Mahal died on or about 11th May, 2004 at Mumbai, leaving behind a Will dated 26th March, 2004 wherein he bequeathed the said land to his sons, (1) Mr. Jagjit Singh Mahal and (2) Mr. Surjit Singh Mahal herein each entitled to 50% share. The said Will was probated and the certificate of Probate was issued by the Hon'ble High Court on 30th December 2016.
- F. The said Mr. Jagjit Singh Mahal died on or about 16th September, 2007 at Mumbai, leaving behind a Will dated 28th November, 2006 and the executors of the said Mr. Jagjit Singh Mahal approached the High Court of Judicature of Bombay, was pleased to grant the Certificate of Probate on 05th April, 2021, with respect to the estate of the deceased, Jagjit Singh Mahal, which included the said land. Pursuant thereof, and in terms of the said Will of late Jagjit Singh Mahal, his widow the said Smt. Jaspal Kaur Mahal, the Owner No. 2 became entitled to the 50% undivided share, right, title and/or interest, of late Jagjit Singh in the said Property. Under these circumstances, Mr. Surjit Singh Mahal and Smt. Jaspal Kaur Mahal have become the owners of the said property.
- G. After the demise of Mr. Jagjit Singh Mahal, the business activities of General Pharmaceutical Machinery Company came to be discontinued.
- H. Under the circumstances, (1) Mr. Surjit Singh Mahal and (2) Smt. Jaspal Kaur Mahal are the owners of and are seized and possessed of and are well and sufficiently entitled to the said property (hereinafter Mr. Surjit Singh Mahal and Smt. Jaspal Kaur Mahal are collectively referred to as **"THE OWNERS"**).
- I. The Owners herein were desirous of developing the said Property and approached the Developer herein to redevelop the said property;
- J. By a Development Agreement dated _____, duly registered with the Sub-Registrar of Assurances at _____ under Serial No. _____ made and executed between _____ (therein referred to as "the said Owners") of the One Part and

_____ (therein referred to as “the said Developer”) of the Other Part, the said Owners therein granted absolute, exclusive and redevelopment rights to the Developer to develop the said property as set out in the Schedule therein for the consideration and terms and conditions more particularly set out therein.

- K. Pursuant to the Development Agreement, the Owners therein also executed Power of Attorney dated _____, duly registered with the Sub-Registrar of Assurances at Mumbai under Serial No. _____ in favour of the Developer, to do various acts, deeds and things on behalf of the society for the purpose of and in furtherance of the re-development of the said property.
- L. As per the terms of the said Development Agreement, the Owners therein have authorized and empowered the Developer along with their servants, agents, contractors to enter upon the said property and redevelop the same by constructing a new building as per the plans and specification approved by MCGM and relevant Development Control Regulations applicable thereto.
- M. Under the aforesaid circumstances, Promoters herein i.e., Shreeji Realtors are well and sufficiently entitled to redevelopment rights in respect of the said property.
- N. The Promoters have proposed to construct 1 building, known as “Meadows 83” consisting of Ground/Stilt plus 22 upper floors along with puzzle/cantilever/stack/pit/mechanical podium parking.
- O. The Promoters, prior to execution hereof have obtained various permissions, sanctions, approvals from various competent authorities with respect to the redevelopment of the said property, which are as follows: -
- i. Intimation of Disapproval (**I.O.D.**) dated 16th March, 2022 under reference No. P-7099/2021/(40A)/SWARD/HARIYALI-W/IOD/1/NEW, issued by Mumbai Municipal Corporation of Greater Mumbai. A copy of the IOD is annexed hereto and marked as **ANNEXURE - “E”**.
 - ii. Commencement Certificate (**CC**) issued on _____ bearing No. _____. A copy of the said Commencement Certificate (CC) is annexed and marked **ANNEXURE - “E”**.

- P. The Promoters have appointed Architect registered with the Council of Architects, being Nikhil S. Patil as prescribed by the Council of Architects;
- Q. The Promoters have appointed a structural Engineer being, M/s. Nexus Consulting Pvt Ltd. Mr. Rupesh Chowdhary for the preparation of the structural design and drawings of the buildings and the Promoters accept the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.
- R. By virtue of the above referred Development Agreement and Power of Attorney the Promoters have sole and exclusive right to sell the flats, shops, units, premises, parking, etc. in the new building/s being constructed by the Promoters on the said property and to enter into Agreement/s with Allottee/s to receive and the sale consideration in respect thereof;
- S. On demand from the Allottee/s, prior to the execution hereof the Promoters have given full and free inspection of all the documents relating to the title, permissions, plans, designs and specifications prepared by the Promoters' Architects and sanctions in respect of the said Real Estate Project and of such other documents as are specified under the Real Estate (Regulation & Development) Act 2016, and rules and regulations made thereunder and the Allottee/s has/have represented to the Promoters that the Allottee/s has/have verified the same with the website which has been put up by the Real Estate Authority under RERA. The Allottee/s expressly confirm that he/she/they has/have agreed to enter into this contract based upon verification and satisfaction aforesaid permission, plans and sanctions only and not based upon any information contained in the notice advertisement or prospectus, or on the basis of any model apartment, plot or building as the case may be.
- T. The authenticated copies of Certificate of Title dated 21st August, 2022 issued by M/s. LIM Legit shows that the said Shreeji Realtors i.e. the Promoters herein is/are entitled to the develop the said property. A copy of the Title Certificate dated 21st August, 2022 is annexed hereto and marked as **ANNEXURE - "G"**.
- U. The authenticated copy of the Property Card issued on 29th June 2020 with respect to the said property shows the names of (1) Mr. Surjit

Singh Mahal and (2) Smt. Jaspal Kaur Mahal as the owners of the said property and the Property Card dt. _____, has been annexed hereto and marked as **ANNEXURE - "H"**.

- V. 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 Promoters while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.
- W. The Promoters have accordingly obtained Commencement Certificate (CC) for the purposes of commencing construction of the said building/s in accordance with the said proposed plans.
- X. The Allottee/s has/have applied to the Promoters for allotment of a Flat/Shop/Office No. _____ on _____ floor situated in the building being constructed in the said Property, along with _____ car parking/s being in stack no. _____ bearing upper/lower parking no. _____ on the ground/ first podium/ second podium area.
- Y. The Carpet Area of the said Flat/Shop is _____ carpet area in square meters equivalent to _____ sq. ft. (Carpet Area) means the area of a Flat/Shop/Office, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat/Shop for exclusive use of the Allottee/s or verandah area and exclusive - Balconies area appurtenant to the said Flat/Shop for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the apartment as defined in RERA.
- Z. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- AA. Prior to the execution of these presents the Allottee/s has/have paid to the Promoters, a sum of Rs. _____/- (Rupees _____ Only), being part payment of the sale consideration of the Flat/Shop agreed to be sold by the Promoters to the Allottee/s as advance payment or

Application Fee (the payment and receipt whereof the Promoters both hereby admit and acknowledge) and the Allottee/s have agreed to pay to the Promoters the balance of the sale consideration in the manner hereinafter appearing.

- BB. The Promoters have registered the Project under the provisions of the Act with the Real Estate Regulatory Authority under the provisions of Real Estate (Regulation & Development) Act, 2016 ("RERA") at Mumbai under No._____. An authenticated copy showing registration is attached in **ANNEXURE - "I"**.
- CC. Under section 13 of the said Act, the Promoters are required to execute, a written Agreement for Sale of said Flat/Shop with the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Promoters hereby agree to sell and the Allottee/s hereby agree/s to purchase the Flat/Shop and parking/s.

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

1. The Promoters as aforesaid have demolished old structure standing on the said property obtained Commencement Certificate (CC) and has commenced construction of a building to be known as "Meadows 83" Ground/Stilt plus 22 upper floors (hereinafter referred to as '**THE SAID BUILDING**') on the said land in accordance with the plans, designs, specifications, etc., approved by the concerned local authority and which have been seen and approved by the Allottee/s with only such variations and modifications as the Promoters may consider necessary or as may be required by the concerned authority or the concerned local authority or the Government to be made in them or any of them, provided that the Promoters shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the flat/unit of the Allottee/s

2. The Allottee/s hereby agree/s to purchase from the Promoters and the Promoters hereby agree/s to sell to the Allottee/s, Flat/Shop No. _____, admeasuring _____ sq.ft. equivalent to _____ sq. mtrs. (RERA Carpet Area), on the _____ floor, in the building to be known as “_____” constructed on the said property and the same is more particularly described in the **SECOND SCHEDULE** hereunder written and delineated in RED colour boundary line on the floor plan thereof annexed hereto as **ANNEXURE - “A”** (hereinafter referred to as the **“THE SAID FLAT/SHOP”**), for the price of Rs. _____/- (Rupees _____ only) (**“Total Consideration”**) including the proportionate price of the common areas and facilities appurtenant to the said Flat/Shop, extent and description of the common/limited common areas and facilities. The Promoters have also agreed to allot/grant exclusive use of _____ car parking/s, being in stack no. _____ bearing upper/lower parking no. _____ on the to the Allottee/s which is shown on the plan annexed hereto as **ANNEXURE - “1”** (hereinafter the said flat/shop and the said parking are jointly referred to as the **“THE SAID PREMISES”**).

3. The Allottee/s have paid to the Promoters on or before the execution of this agreement, a sum of Rs.10% (Rupees _____ only) as and by the way of earnest money and hereby agree/s by pay to the Promoters the balance amount of Rs. _____/- (Rupees _____ only) in the following manner.

(a) a sum of Rs.10% _____/- (Rupees _____

Only), to be paid on / before execution of agreement of sale;

(b) a sum of Rs.20% _____/- (Rupees _____

Only), to be paid on completion of the plinth;

(c) a sum of Rs.1.50% _____/- (Rupees _____

Only), to be paid on casting of the 1st slab (first podium);

(c) a sum of Rs.1.50%

Only), to be paid on casting of the 2nd slab (second podium);

(d) a sum of Rs.1.50%/- (Rupees

Only), to be paid on casting of the 3rd slab;

(e) a sum of Rs.1.50%/- (Rupees

Only), to be paid on casting of the 4th slab;

(f) a sum of Rs.1.50%/- (Rupees

Only), to be paid on casting of the 5th slab;

(g) a sum of Rs.1.50%/- (Rupees

Only), to be paid on casting of the 6th slab;

(h) a sum of Rs.1.50%/- (Rupees

Only), to be paid on casting of the 7th slab;

(i) a sum of Rs.1.50%/- (Rupees

Only), to be paid on casting of the 8th slab;

(j) a sum of Rs.1.50%/- (Rupees

Only), to be paid on casting of the 9th slab;

(k) a sum of Rs.1.50%/- (Rupees

Only), to be paid on casting of the 10th slab;

(l) a sum of Rs.1.50%/- (Rupees

Only), to be paid on casting of the 11th slab;

(m) a sum of Rs.1.50% /- (Rupees

Only), to be paid on casting of the 12th slab;

(n) a sum of Rs.1.50% /- (Rupees

Only), to be paid on casting of the 13th slab;

(o) a sum of Rs.1.50% /- (Rupees

Only), to be paid on casting of the 14th slab;

(p) a sum of Rs.1.50% /- (Rupees

Only), to be paid on casting of the 15th slab;

(q) a sum of Rs.1.00% /- (Rupees

Only), to be paid on casting of the 16th slab;

(r) a sum of Rs.1.00% /- (Rupees

Only), to be paid on casting of the 17th slab;

(s) a sum of Rs.1.00% /- (Rupees

Only), to be paid on casting of the 18th slab;

(t) a sum of Rs.1.00% /- (Rupees

Only), to be paid on casting of the 19th slab;

(u) a sum of Rs.1.00% /- (Rupees

Only), to be paid on casting of the 20th slab;

(v) a sum of Rs.1.00% /- (Rupees

Only), to be paid on casting of the 21th slab;

(w) a sum of Rs.1.00% /- (Rupees

Only), to be paid on casting of the 22th slab;

(x) sum of Rs.1.00% /- (Rupees

Only), to be paid on casting of the terrace slab;

(y) sum of Rs.2.50% /- (Rupees

Only), to be paid on Completion of Internal Brick Work & Plaster;

(z) sum of Rs.2.50% /- (Rupees

Only), to be paid on Installation of Flooring, Doors & Windows ;

(aa) sum of Rs.5% /- (Rupees

Only), to be paid on Finishing of Staircase & Lift Lobbies;

(bb) sum of Rs.5% /- (Rupees

Only), to be paid on External Plumbing & Plaster & Waterproofing;

(cc) sum of Rs.5% /- (Rupees

Only), to be paid on Electrical Fittings & Payment of Courtyards;

(dd) sum of Rs.5% /- (Rupees

Only), to be paid on Lifts & Electromechanical Installation ;

(ee) A sum of Rs.5%(Rupees

Only), to be paid on Occupation Certificate ;

only) being the balance amount payable against possession of the said premises being offered by the Promoter to the Purchaser/s. The Purchaser/s shall without fail and without any delay or default or demur pay the aforesaid installments on its respective due dates, as time in respect of each of the said payments is OF THE ESSENCE OF THE CONTRACT. The Promoter will forward by courier/email/post to the Purchaser/s, intimation of the Promoter having carried out/commenced the aforesaid work, at the address given by the Purchaser /s under this Agreement and the Purchaser /s will be bound to pay the amount of installments within 15 (fifteen) days of Promoter dispatching such intimation.

4. The Allottee/s is/are aware that in addition to the aforesaid amounts as per present statute, GST are leviable on the total consideration payable hereunder and consequently, the amount of each installment payable by the Allottee/s to the Promoter, including any of the aforesaid total consideration as mentioned in clause no. 4 hereinabove, the Allottee/s will be required to pay the applicable Service Tax/GST to the Promoter in respect of this transaction. The Allottee/s hereby undertake(s) to pay the amount of the applicable Service Tax/GST along with each installment from the effective date with retrospective effect on which the relevant enactment/notification shall/has come into effect and further shall not dispute or object to payment of such statutory dues. Failure to pay to the Promoter the Service Tax/GST including any of the aforesaid total consideration as mentioned in clause no 6 hereinabove, applicable shall be deemed to be a default in payment of amount due to the Promoter and will result in termination of this Agreement and forfeiture by the Promoter of the amounts paid hereunder, if such payment is not accompanied with the applicable Service Tax/GST. Provided further that if on

account of change/amendment in the present statute or laws, statutes, rules, regulations and policies or enactment of new legislation of new laws by the Central and/or State Government GST or any other taxes become payable hereafter on the amounts payable by the Allottee/s to the Promoter in respect of this transaction and/or aforesaid taxes levied is increased on account of revision by Authorities, the Allottee/s shall be solely and exclusively liable to bear and pay the same. If the same are not paid as aforesaid, the Allottee/s shall be liable to pay the same with interest of 24% p.a. thereon before taking possession of the said flat/unit. The Allottee/s shall forthwith on demand pay to the Promoter the amounts payable by the Allottee/s in order to enable the Promoter to pay the same to the concerned authorities and any other or further amounts payable by the Allottee/s and the Allottee/s shall pay the same without any protest and there shall be a charge on the said flat/unit for such unpaid amounts (without prejudice to any other rights that may be available to the Promoter). The Allottee/s hereby indemnify(s) and agree(s) to keep the Promoter indemnified for all times against any loss or damage or penalty or prosecution that may be occasioned to the Promoter on account of the Allottee/s failing to pay to the Promoter on demand the amount payable by the Allottee/s towards the said taxes as provided hereinabove.

5. 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 Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.
6. The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee/s by discounting such early payments @ 6 % or equivalent to the Bank Interest rate per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and

such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s by the Promoter.

7. The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3 per cent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by the allottee/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 5 of this Agreement.
8. The Allottee/s authorize/s the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any in his/her/their name as the Promoter may in its sole discretion deem fit and the Allottee/s undertake/s not to object /demand /direct the Promoter to adjust his payments in any manner. The Allottee/s is/are specifically made aware that the Promoter has/have fully utilized the benefits under Development Control Rule.
9. It is expressly agreed that the time for the payment of each of the aforesaid installments of the consideration and other amounts shall be the **Essence of the Contract**. The said Consideration is derived on the basis that the Promoter shall be entitled to utilize the entire unconsumed and residual Floor Space Index (F.S.I.) or any enhanced FSI , if any, as disclosed on the RERA website in respect of the said Property / the Land.. The Promoter shall be entitled to make any variations, alterations, amendments or deletions to or in the scheme of development of the Property / Land, relocate/realign service and utility connections and lines, open spaces, parking spaces, recreation areas and all or any other areas, amenities and facilities as the Promoter may deem fit as per the Sanctioned Plans

(from time to time) before the formation of the Society/condominium/Company or any other organization that may be formed. All the above respective payments shall be made to the Promoter within seven days of the due date notwithstanding the Allottee/s not having received any intimation in writing to make payment of the same. The Allottee/s shall make all payments of the consideration amount due and payable to the Promoter through an account payee cheque / demand draft / pay order / wire transfer / any other instrument drawn in favour of the Promoter.

10. Time is essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the Flat/Unit to the Allottee/s only after receiving the Occupancy Certificate or the Completion Certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the installment and other dues payable by him/her/them and meeting the other obligations under the Agreement ("Payment Plan").
11. In accordance with the provisions of the Income Tax Act, 1961 the Allottee/s is/are under obligation to deduct the TDS at the rate as applicable in law in respect of the consideration amount at the time of payment of each installment and pay the same to the Government Treasury and within seven days of such payment obtain and furnish the required Challan/Certificate to the Promoter. In the event that the Allottee/s fail/s to deduct such amount and/or to pay such amount to the Government Treasury then the Allottee/s shall be liable to suffer or incur all the consequences including to reimburse the damages or loss which may be suffered or incurred by the Promoter by reason of non-deposit of such amount in the Government Treasury and/or upon the failure to furnish the Challan/TDS Certificate evidencing such payment to the Promoter.
12. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the Flat/Unit to the Allottee/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat/Unit.

13. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 4147.00 square meters only and Promoter has planned to utilize entire Floor Space Index by availing of TDR or FSI available on payment premiums or fungible FSI available or any other FSI by whatever name called by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulation(DCR), which are applicable to the said Project. The Promoter has disclosed the Floor Space Index as proposed to be utilized by them on the project land in the said project and Allottee/s has/have agreed to purchase the said Flat/Unit based on the proposed construction and sale of flats/units to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only. The Promoter as stated above has already utilized road width FSI as was available under DCR 10 (2);
14. Without prejudice to the Promoter rights, under this agreement and/or in law, including for damages, the Promoter, as the case may be, shall be entitled to claim and the Allottee/s shall be liable to pay to the Promoter, as the case may be, interest at the rate of as per rules or at such rate as Promoter may agree on all such amounts /payments which may become due and payable by the Allottee/s under the terms of this agreement and remain unpaid for seven days or more after becoming due.
15. Without prejudice to the right of Promoter to charge interest in terms of sub clause mentioned above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing any 3 (Three) defaults of payment of instalments and/or on the Allottee/s committing breach of any of the terms and conditions herein contained, the Promoter shall at his/their/its own option, may terminate this Agreement in which event the consequences hereinafter set out shall follow:

- (a) The Allottee/s shall cease to have any right or interest in the said flat/unit or any part thereof;
- (b) The Promoter, as the case may be, shall be entitled to sell and transfer the said flat/unit at such price and on the terms and conditions to such other person or party as the Promoter may, in its absolute discretion deem fit, without any recourse to Allottee/s. The Promoter will thereupon execute a Sale Agreement in favour of such other person or persons as the Promoter directs, if in the event the default is in respect of amounts payable to the Promoter.
- (c) On realization of the entire sale consideration on resale from the new prospective Allottee/s towards the said flat/unit, the Promoter shall refund to the Allottee/s the amount paid till then by the Allottee/s to the Promoter without any interest in pursuance of this Agreement after deducting there from:
 - (i) 5% of the purchase price of the said flat/unit which is to stand forfeited by the Promoter which amount is agreed by the parties to be a fair estimate of the loss, the Promoter will suffer in the event of default on the part of the Allottee/s to pay the amount payable by him/her/it/them to the Promoters hereunder towards liquidated damages.
 - (ii) the taxes, service charges and outgoings, etc. if any, due and payable by the Allottee/s in respect of the said flat/unit upto the date of termination of this Agreement;
 - (iii) The amount of interest payable by the Allottee/s to the Promoter in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid;
- (d) The Promoter shall, in the event of any shortfall, be entitled to recover the said amounts from the Allottee/s. The Promoter shall not be liable to pay to the Allottee/s any interest, compensation, damages, costs otherwise and shall also not be liable to reimburse to the Allottee/s any Government Charges such as GST, Stamp Duty,

Registration Fees etc. as the case may be. The amount shall be accepted by the Allottee/s in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the said flat/unit. The Allottee/s agree that receipt of the said refund by cheque from the Promoter by the Allottee/s by registered post acknowledgement due at the address given by the Allottee/s in these presents whether the Allottee/s accept/s or encash/es the cheque or not, will amount to the said refund.

PROVIDED always that the power of termination herein before contained shall not be exercised by the Promoter unless and until the Promoter shall have given to the Allottee/s 15 (fifteen) days prior notice in writing of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it has intended to terminate the Agreement and default shall have been made by the Allottee/s in remedying such breach or breaches within fifteen days after receiving of such notice, failing which the Promoters shall be entitled to terminate this Agreement. The Promoter will send such notice by Registered Post AD at the address provided by the Allottee/s and or mail at the email address provided by the Allottee/s at the address mentioned hereinafter to the Allottee/s and such posting will be sufficient discharge to the Promoter.

16. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Flat/Unit as are set out in **ANNEXURE - "K"**, annexed hereto.
17. Commencing a week after notice in writing is given by the Promoter to Allottee/s that the said flat/unit is ready for use and occupation irrespective of whether the possession of the flat/unit is taken or not in accordance with this agreement, the Allottee/s as and when called upon by the Promoter and/or, Society/condominium of Apartment owners and/or any body of individuals, shall be liable to bear and pay an amount being a lump sum amount towards the proportionate share

(i.e. in proportion to the area of the Flat/Unit owned and held) of outgoings in respect of the said property/Land and building/s including local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs, and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said property / Land /building/s. The Allottee/s alone shall be responsible and liable for payment of GST on such amount. Until the said condominium of Apartment owners/ Society or any other organization that may be formed and the said property/Land are transferred as per the provisions of applicable Act, the Promoter shall use the amounts for the outgoings as may be determined from time to time. The Allottee/s further agree/s and undertake/s to pay to the Promoter / condominium/ Society /Company or any other organization that may be formed any additional amount demanded over and above the aforesaid amount towards the outgoings, as and when required, without any demur and protest. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter till the necessary Deed of Conveyance/Lease Deed /Assignment/Declaration is executed, subject to provisions of the said Act and the rules made thereunder, on such document being executed, the aforesaid deposit (less deductions provided for under this agreement) shall be paid over by the Promoter to the condominium of Apartments/Society/ or any other organization that may be formed subject to deductions to be made, if any.

18. The Allottee/s is/are aware that the Building and the common areas and amenities in the said Building shall be maintained and managed by the Promoter / a Facility Management Company (FMC) appointed by the Promoter until the Deed of Conveyance/Lease deed /Declaration is executed in respect of the said Land and the new building i.e. "Meadows 83". The Allottee/s alongwith the other Allottee/s of the /unit/Flat shall be entitled to avail of the services provided or arranged by or through the Promoter / FMC at a cost or charges that may be fixed by the FMC. All common costs, charges and expenses that may be claimed by the Promoter / FMC shall be to the account of and borne by the Allottee/s of the unit/ Flat in the said Building. These common costs shall be shared by all such

Allottee/s on pro-rata basis determined by the Promoter and/or FMC,
which determination shall be binding on the Allottee/s.

19. COMMON AREAS AND AMENITIES, RESTRICTED AREAS AND AMENITIES

- a. The Promoter shall make available the Common Areas and Amenities as set out in **Third Schedule** hereunder written.
 - b. Restricted Areas and Amenities.
20. The Allottee/s shall after payment of the entire purchase consideration to the Promoter and all applicable taxes and outgoings to Promoter under this Agreement on execution of this Agreement and prior to taking possession of the flat/unit, deposit with the Promoter following sums of money in addition to any other amounts mentioned in this agreement:
- (i) Rs.25,000/- (Rupees Twenty-Five Thousand Only) for meeting all legal costs, charges and expenses including professional cost of attorneys at law, advocates and solicitors of the Promoter in connection with the cost of preparing and engrossing this Agreement.
 - (ii) Rs.15,000/- (Rupees Fifteen Thousand Only) being the lumpsum amount towards the expenses and other out of pocket expenses/expenditure for formation and registration of the society/condominium of Apartment owners or ultimate body of Allottees that may be formed.
 - (iii) Rs.75,000/- (Rupees Seventy-Five Thousand Only) as security deposit for due performance of this Agreement which will include the deposits payable to the concerned local authority or government for giving water, electricity or any other service connection to the building in which the flat/unit is situated. The balance of such deposits, if any, will be transferred to the Society/condominium of Apartment owners in the account of the Allottee/s and if this deposit amount is found short, the Allottee/s agrees to pay such further amount as may be required by the Promoter.

- (iv) Rs. 25,000/- (Rupees Twenty-Five Thousand Only) towards deposit for water meter and electric meter and costs of electric substation and cables, if any.
- (v) Rs.15,000/- (Rupees Fifteen-Thousand Only) towards Pipe Gas Connection Charges, if gas pipe line is installed.
- (vi) Rs._____/ - (Rupees_____Only) of first 12 months for proportionate share of taxes and other charges/levies in respect of condominium of Apartment owners /Society/Company or any other organization that may be formed.

Any other charges that may have to be incurred over and above aforesaid shall be paid by the Allottee/s promptly on demand and in the event of the Allottee/s not able to pay, the same shall be paid by the Promoter on behalf of the Allottee/s /Purchaser, and shall be reimbursed and paid by the Allottee/s to the Promoter promptly.

- 21. The Promoter shall utilize the sum of Rs. 25,000/- (Rupees _____ Only) as mentioned in Clause 21 (i) paid by Allottee/s for meeting all legal costs, charges and expenses including professional costs of the attorneys at law/advocates of the Promoter in connection with formation of the said condominium of Apartment owners / Society/ or any other organization that may be formed, for preparing its rules, regulations and bye-laws and the Deed of Conveyance/Lease Deed, as the case may be / or any other documents of transfer.
- 22. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as deposit, sums received on account of the share capital, and shall utilize the amounts only for the purpose for which they have been received.
- 23. The Allottee/s shall pay stamp duty and registration charges payable, if any, on the Deed of Conveyance/Lease Deed or any document or instrument of transfer in respect of the said land and/or any part thereof and the said building as the case may be executed in favour of the condominium of Apartment owners/ Society/ any other

organization that may be formed. The Promoter will not be bound and liable to pay any stamp duty or registration charges on and/or under this agreement or otherwise.

24. The Promoter has represented that the mechanized parking spaces form part and parcel of the common areas which are common to all the Allottee/s. The Allottee/s have been proportionately charged for this common areas with specific right to park vehicle / cars in levels and which area has been sanctioned by the corporation for parking vehicles. The Allottee/s is/are also aware that the Promoter has already allotted to some other Allottee/s as and by way of an additional amenity the exclusive right to park vehicles / cars in the for parking vehicles, the said stilt parking floor areas in the car towers are as shown in the plan hereto. A list of such exclusive rights is hereby given to the Allottee/s and the Allottee/s herein hereby unconditionally accepts and confirms the same and agrees not to oppose the grant of such exclusive rights to park at any time hereafter and specifically agrees to vote in favour of creation of such exclusive rights if, at any stage, any voting takes place on a resolution passed in this regard at any meeting at the time or after the formation of the condominium of Apartment owners/ society or other body in the meeting of the Association of Apartments/ company or any other organization that may be formed, or otherwise, whether General Body Meeting or of any Managing Committee in respect thereof or otherwise in any manner whatsoever including by circular resolution, as may be required. These exclusive rights to park vehicles / car as aforestated are both inheritable and transferable and will stand attached to the said flat/unit the same being an amenity attached to the said flat/unit and the same shall not be transferred by the Allottee/s otherwise than with the transfer of the said Flat/Unit. The Allottee/s agree/s and undertake/s to support any further exclusive rights to park that may be created by the Promoter herein in favour of the Allottee/s which may be hereinafter made without any objection whatsoever and also agrees and undertakes not to object to and to specifically vote in favour of such exclusive rights in any resolutions that may be put up for passing in the General Body Meetings or Managing Committee Meeting of the condominium of Society / Condominium of Apartment owners/ Company or any other body corporate that may be formed in the meeting of the / Condominium of Apartment owners/ Company or any other body corporate that may

be formed or otherwise in any other meeting. The Allottee/s is/are aware that specifically relying on the aforesaid assurances and undertakings, the Allottee/s is/are specifically granted exclusive rights to park as stated herein. The Agreement shall be treated as an irrevocable consent to the Promoter granting such exclusive rights to flat Allottee/s.

26. (i) The Allottee/s agree/s that the Promoters shall be entitled to do earmarking of such number of car parking spots at its discretion and the Allottee/s hereby accept/s the decisions taken by the Promoters in relation to such earmarking of car parking spots. The Allottee/s further agrees/s and undertakes/s that pursuant to formation and registration of the common organization i.e. condominium of Apartment owners/ Society/ or any other body that may be formed comprising flat/unit/ Allottee/s /holder/s (hereinafter the said condominium of Apartment Owners/ Society/ or any other body that may be formed is referred to as the **Common Organization**) and admission of the Allottee/s to the said Common Organization as member/s thereof, the Allottee/s shall cast his/her/their votes in the first general meeting or shareholders meeting, as the case may be, of the Common Organization in favour of approving such car parking earmarking as done by the Promoters, so that the respective person/s in whose favour the Promoters have earmarked a certain number of car parking spots, will be allotted such respective car parking spot/s by the said Body for exclusive use along with rights of transferability in respect thereof.

27. Agreed further that the irrevocable consent given herein shall be treated as an affirmative vote of the Allottee/s and the Allottee/s would be deemed to have assented to any resolution put up by the condominium of Apartments/ Society/ or any other body corporate that may be formed or Managing Committee or body referred to hereinabove.

28. The Allottee/s shall not be entitled to raise any objection or claim any abatement in price of the said flat/unit agreed to be acquired by them and/or any compensation or damage on the ground of inconveniences or any other ground whatsoever.

29. The Promoter shall be entitled to enter into agreements with other Allottee/s on such terms and conditions of the agreements as the Promoter may deem fit without affecting or prejudicing the rights of the Allottee/s in the Units/ flats/ commercial premises etc. under this agreement.
30. It is hereby expressly agreed that the Promoter shall, notwithstanding anything contained in this agreement, be entitled to sell the flats/units, shops, garages, and allot exclusive user of parking space Stilt parking, terrace or portion thereof etc. in the new proposed building and other structures on the said land for residential user or parking or for any other permissible user in that behalf in such manner and on such terms and conditions as the Promoter may deem fit without affecting or prejudicing the rights of the Flat Allottee/s in the said flat/unit under this agreement. The Flat Allottee/s and/or the condominium of Apartments/ Society/ or any other body that may be formed shall not object to and hereby give his/its irrevocable consent to the Promoter allotting, selling or otherwise dealing with Stilt parking spaces etc. and such allotment sale etc. shall be binding on the flat Allottee/s.
31. The Promoter shall endeavor to hand over possession of the said flat/unit to the Flat Allottee/s on or before _____ subject to what is otherwise stated herein. If the Promoter fails and neglect to give possession of the said flat/unit on the aforesaid date or any such date as may be extended by mutual consent, then the Allottee/s shall have the option to terminate this agreement after giving 90 days' notice in writing thereupon the Promoter shall be liable to refund to the Allottee/s with 12 months, the amount received by him in respect of the said flat/unit. It is agreed that upon the termination of this Agreement by the Allottee/s, the claim of the Allottee/s shall be restricted to refund of monies paid and that the Allottee/s shall not be entitled to claim any loss and/or damages and/or mental trauma or otherwise howsoever. The amount so refunded shall be in full and final satisfaction and final settlement of all the claims of the Allottee/s under this Agreement. The Allottee/s agree/s that receipt of the said refund by Cheque from the Promoter by the Allottee/s by registered post acknowledgement due at the address given by the Allottee/s in these presents whether the Allottee/s accept/s or encash/es the cheque or not, will amount to the said refund.

32. The Promoter shall be entitled to a reasonable extension of time for handing over the possession of the said flat/unit, as stated in Clause 31 hereinabove, if the completion of the said free building in which the said flat/unit is situated is delayed on account of but not because of an act and/or omission on the part of the Promoter.
- (i) War, Civil Commotion, Riots or Act of God, etc; or
 - (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority; or
33. The Allottee/s shall bear and pay the proportionate municipal taxes, maintenance charges and all other outgoings in respect of the said building from the date of possession in respect of the said flat/unit. The common expenses in respect of the said land shall be shared by the Allottee/s of units and other flat/unit of the said building in proportion of their respective area.
34. The Allottee/s shall take possession of the said flat/unit within 1 (fifteen) days of the Promoter giving written notice to the Allottee/s intimating that the said flat/unit are ready for use and occupation. Provided that if within a period of 5 (Five) year from the date of handing over the said flat/unit to the Allottee/s, the Allottee/s bring/s to the notice of the Promoter any structural defect in the said flat/unit or the said building in which the said flat/unit is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible, such defects shall be rectified by the Promoter at the Promoter's own cost and in case it is not possible to rectify such defects then the Allottee/s shall be entitled to receive from the Promoter reasonable compensation for such defect or change. However, if the Allottee/s carries out any alteration or addition or change as regards columns, beams, slabs, and/or ceiling or outer walls any other structural change/alteration in the said flat/unit or any part thereof in the said flat/unit and/or the said free building, the liability of the Promoter shall come to an end and the Allottee/s alone

shall be responsible to rectify such defect or change at their own cost/s.

35. The Allottee/s shall use the said Flat / Unit or any part thereof or permit the same to be used only for purpose of residence. He/She/They shall use the garage or parking space only for purpose of keeping or parking vehicle.
36. The Allottee/s alongwith other allottee(s) of the said Flat / Unit/ Office in the building shall join in forming and registering the Society/ Condominium of Apartment owners/ Company or any other body corporate or any other body that may be formed to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the condominium of Apartment owners / Society/ or any other body that may be formed and for becoming a member, including the bye-laws of the proposed condominium of Apartment owners / Society/ or any other body that may be formed and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee/s, so as to enable the Promoter to register the common organization of Allottee/s. No objection shall be taken by the Allottee/s if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of flat/unit/office owners/ Registrar of Co-operative Societies or the Registrar of Companies as the case may be or any other Competent Authority.
37. Within 3 (three) months from the receipt of the entire consideration from all the Allottee/s, or on obtaining full occupation certificate, the Promoter shall execute the Deed of Conveyance/Lease/Assignment with respect to the said Land and the said Building being _____ to be submitted under the provisions of The Maharashtra Co-operative Societies Act/ Maharashtra Apartment of Ownership Act or any other act as the case may be.
38. It is expressly and specifically clarified, agreed, understood and confirmed by and between the parties hereto that the unsold units / flats and other premises, if any, including car parking spaces in the

said building shall at all times, including after the formation and registration of the Society/ Condominium of Apartment owners/ Company or any other body corporate that may be formed and/or after the execution of Deed of Conveyance/ Lease Deed of the said land and the said building in favour of the Society/ Condominium of Apartment owners/ Company or any other body corporate that may be formed, be and remain the absolute property of the Promoter, and the Promoter shall become member of the Common Organization in respect thereof, and the Promoter shall have full right, absolute power and authority, and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose of the same in any manner and for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice, and neither the Allottee/s herein, nor the condominium of Apartment owners / Society/ or any other body that may be formed shall object to or dispute the same. On the Promoter, as the case may be, intimating to the Common Organization the name or names of the Allottee/s or acquirer/s of such unsold units/ flats, etc., the Common Organization shall forthwith accept and admit such Allottee/s and acquirers as their member/s and shareholder/s, and shall forthwith issue share certificate/s and other necessary documents in their favour, without raising any dispute or objection to the same and without charging/recording from them any premium fees, donations or any other amount of whatsoever nature in respect thereof. The Promoter shall not be liable to pay maintenance charges for the unsold units to Common Organization or any other body that may be formed save and except the municipal taxes with effect from receipt of occupation/ completion certificate. The Promoter shall at its discretion pay the municipal property taxes, non agricultural assessment charges/taxes/rate etc. in respect of unsold Units / Flats directly to the MCGM. It is clarified that the Promoter will not be liable to pay any other amounts in respect of the unsold Units / Flats, Adequate provisions for the above shall be made in the said documents of transfer.

39. All costs charges and expenses in connection with the formation of the Society/condominium of Apartment owners, as well as the costs of preparing and engrossing the Deed of Conveyance/ Lease Deed or any appropriate document/deed in respect of the said Land and the said Building in favour of the Common Organization, payment of

charges for such purpose, stamp duty and registration charges thereof and all other agreements or any other documents required to be executed by the Promoter as well as the entire professional costs of the Attorneys of the Promoter for preparing and approving all such documents shall be borne and paid by the Common Organization or proportionately by all the Allottee/s in the said Building. The share of the Allottee/s in such costs, charges and expenses shall be paid by him/her/them immediately when required.

40. It is hereby expressly clarified, agreed and understood between the parties hereto that:

- (a) If any portion of the said land is acquired or notified to be acquired by the Government, or by any other public body or authority, the Promoter shall be entitled to receive all the benefits in respect thereof and/or the compensatory F.S.I. or all other benefits which may be permitted in lieu thereof till the Common Organisation that may be formed is formed and registered and the said land and building is transferred. The Promoter shall be entitled to use any additional F.S.I. or additional constructions that may be permitted by the local body or concerned authority on the said land for any reasons whatsoever including F.S.I. in respect of any adjoining or neighboring property/ land. Such additional structures and storeys will be the sole property of the Promoter who will be entitled to deal with or dispose of the same in any way the Promoter choose and the Allottee/s hereby permits the same. The Allottee/s shall not be entitled to raise any objection or claim any abatement in price of the flat/unit agreed to be acquired by them and/or any compensation or damage on the ground of inconveniences or any other ground whatsoever.
- (b) The entire unconsumed and residual F.S.I. and T.D.R., if any, in respect of the said building to be constructed on the said building on the said Land and the entire increased, additional and extra F.S.I. which may be available at any time hereafter in respect thereof for any reason whatsoever including because of change in the status, D. P. Plan, Rules, the proposed D. C. Regulation (2034) ,Regulations and bye-laws governing the FSI as also the changes to Development Plan

F.S.I. or otherwise which may be available, it is possible for the Promoter to acquire certificate/s of Development Right of other properties (commonly known as TDR) and to make additional construction on the said land by utilising such development rights on any account or due to any reason whatsoever, including on account of handing over to the Government or the Municipality any set back area, and/or due to any change in law, rules or regulations, shall absolutely and exclusively belong to and be available to Promoter, free of all costs, charges and payments, and neither the Allottee/s herein, nor the Common Organisation shall have or claim any rights, benefits or interest whatsoever including for use and consumption in respect thereof and/or of inconvenience and/or of light and ventilation and/or density and environment and/or of water and electricity;

- (c) The Promoter shall have, the full right, absolute authority and unfettered discretion to use, utilize and consume the aforesaid FSI and TDR respectively, becoming available to the promoter on various aforesaid occasions, till Society/ Condominium of Apartment owners/ Company or any other body corporate that may be formed is formed and registered and the said land and building is transferred as under applicable Act. It is expressly agreed that in case of vertical expansion of the said building by way of additional floor/s, the Promoter shall be entitled to shift the water tank/s, dish antenna/s, relay station for cellular and satellite communications etc., either over and above such additional floors and/ or extension or such other place/s as the Promoter may deem fit and proper even after the deed of transfer is executed and registered, subject to the Allottee/s permitting the same .
- (d) The Allottee/s agree/s and undertake/s to permit and give the Promoter all facilities for making such additions, alterations or to put up any additional structures or floors, on the said land which addition may be horizontal and/or Vertical to the building to be constructed on the said land even after the said Society/ Condominium of Apartment owners/ Company or any other body corporate that may be formed is formed and registered and the said land and the said building or part thereof is

transferred to the Society/ Condominium of Apartment owners/ Company or any other body corporate that may be formed till the work of additions and alterations above is completed in full and possession of such unit/ Flats etc., are handed over to the respective Allottee/s of such flats/units etc., subject to the Allottee/s permitting the same. The Allottee/s agree/s and undertake/s not to object to such construction on the ground of nuisance, annoyance and/or otherwise for any other reasons.

- (e) The lift machine room and water tank shall be located on the common terrace above the topmost floor of the said building. The said common terrace is agreed to be left open to the sky for further and additional constructions thereon by the Promoter in future at any stage and/or time in terms of this clause. The Allottee/s will not have any right to use or have any claim right title or interest of whatsoever nature in the said common terrace, save and except for the purpose of inspection and maintenance of lift, lift room and water tanks;
- (f) All such new and additional tenements, units, flat, buildings and structures shall absolutely and exclusively belong to the Promoter, and neither the Allottee/s herein, nor the Common Organization shall have or claim any rights, title, benefits or interests whatsoever in respect thereof, and the Promoter shall be entitled to deal with, sell, let or otherwise dispose of and transfer the same in any manner, to any person/party of its choice, for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, and neither the Allottee/s nor the Common Organization shall raise any dispute or objection thereto and the Allottee/s hereby grant/s his/her/their irrevocable consent to the same;
- (g) Upto the formation and registration of the Common Organisation that may be formed and the said land and the new building is transferred by Deed of Conveyance/ Lease Deed , the Promoter will be permitted to have the entire available F.S.I. including T.D.R. or any other benefit by whatever name called which could be used on the said land whether

sanctioned or not and shall be entitled to utilise the same by making additions, alterations or putting up any additional structures as per the plan that may be approved by the local authority or the Government of Maharashtra or any other competent authority so as to consume the entire available F.S.I./benefit in respect of the said land,. Such addition, structures, or floors, shall be the property of the Promoter and the Promoter will be entitled to deal with dispose of the same in any manner as Promoter may deem fit without adversely affecting the said flat/ unit of the Allottee/s.

- (h) The Promoter shall be entitled to take benefit of any approval of development rights/FSI/TDR/benefits by whatever name called which may become available with respect of the said Land to any other property/land or properties either adjoining the said Land or otherwise as may be permissible in law and the Allottee/s shall neither claim any right thereto nor object or dispute the same in any manner whatsoever.
- (i) The Allottee/s hereby expressly agree/s to the Promoter re-aligning, re-designing the said Building or the recreation area or internal road and passages and such other area or areas which the Promoter may desire to re-align and re-design. The building, is completed earlier then the other flat/unit in the said Building, then the Allottee/s confirm/s that the Promoter will be entitled to utilize any F.S.I. which may be available on the said land or any part thereof as set out in the First Schedule hereunder written. Till the said Building _____, is completed and the F.S.I. available on the said land is duly utilized by the Promoter and the amount or amounts receivable by the Promoter and all obligations required to be carried out by the Allottee/s herein and other Allottee/s of the said flat/unit from the Promoter are fulfilled by them, the Promoter shall not be bound and shall not be called upon or required to form any Society/ Condominium of Apartment owners/ Company or any other body corporate that may be formed and the Allottee/s agree/s and shall not to raise any demand or dispute or objection in that behalf.

- (j) The Allottee/s shall not at any time hereafter raise any objection or dispute on any ground whatsoever to the provisions of this agreement or to the Promoter exercising their rights as mentioned herein, nor shall they claim any abatement or reduction in the Allottee/s price due to the same nor shall they claim any compensation or damages from the Promoter/s due to the same on any ground whatsoever including on the ground of any inconvenience or nuisance which may be caused by the Promoter putting up and effecting such new and additional construction as mentioned hereinabove and/or of light and ventilation and/or density and environment and/or of water and electricity;
- (k) The Allottee/s shall not be entitled to any rebate and/or concession in the price at his/her/their flats/units on account of the construction of additional floor/s and/or any other building and/or structure and/or the changes, alterations and additions made in the building or buildings or structures or on account of any advertisement hoarding and/or facilities for dish Antenna/Satellite transmission facilities put up on the said Land and/or the said building.
- (l) The Promoter shall be entitled to grant any Right of Way or license of any right through, over or under the said land to any person or party including occupant, Allottee/s or person entitled to any area or areas in any building(s) which may be construction by the Promoter on the said land or any other adjoining property/Lands or properties to the said property/ land or to any other person as the Promoter may desire or deem fit.
- (m) The Common Organization being Society/ Condominium of Apartment owners/ Company or any other body corporate that may be formed shall admit as its members, all Allottee/s's of such new and additional units/ flats/ tenements whenever constructed on the said building.
- (n) The Promoter hereby reserve their right to give for the purpose of advertisement or by putting up hoardings or Neon Light hoardings etc. on any open spaces in the said land including

on the terrace and compound walls for the said purpose on such terms and conditions as the Promoter may desire. The said right shall continue to subsist even after the execution of conveyance/lease / assignment in favour of the estate or common organization to be formed by the flats/units/commercial premises etc. Allottee/s. If any municipal rates, taxes, cess, assessments are imposed on the said land due to such advertisements or hoardings put up on the open spaces or terraces or any other portion or compound walls of the said land, the same shall be borne and paid wholly by the Promoter. The Promoter shall be exclusively entitled to the income and profits that may be derived by the display of such advertisement, hoardings at any time hereafter. The Allottee/s will not object to the same for any reason whatsoever and shall allow the Promoter, their agents, servants, etc. to enter into the said land, the terrace and any other open spaces in the said land for the purpose of putting and/or preserving and/or maintaining and/or removing the advertisements and/or hoardings. The Promoter shall be entitled to transfer or assign such right to any person or persons who they may deem fit and the Business/ office Allottee/s or the estate or common organization to be formed by the Business office Allottee/s shall not raise any objection thereto.

- (o) The Allottee/s is/are aware that the Promoter or the Maintenance Agency nominated by the Promoter for providing certain Maintenance Services in the said building shall maintain the Building until such time as the Common Organisation that may be formed of the Allottee/s is/are formed and takes charge of the land. Provided that thereafter the Allottee/s alongwith the other members of the said condominium of Apartment owner/ Society/ or any other body that may be formed of flat Allottee/s shall be entitled to enter into Maintenance and Service Agreement, with the Promoter and/or the said Agency appointed by the Promoter at their own cost and risk.
- (p) It is in the interest of the Allottee/s to help the Maintenance Agency in effectively keeping the flats/units and the said building secured in all ways. The Allottee/s hereby agree/s and

accept/s that for security reasons, the Maintenance Agency shall be at liberty to enforce a framework of guidelines to be followed and observed by the occupants/ visitors to the same building. However, it has been made clear to the Allottee/s that the entire internal security of the said flat/unit shall be sole responsibility of the owner/Allottee/s/occupant and the Promoter or the Maintenance Agency shall not be responsible for any theft, loss or damage suffered by the owner/Allottee/s/occupant due to any security lapse within and in respect of the flats/units hereby agreed to be purchased by the Allottee/s.

- (q) The provisions of this clause shall always be of the essence of this Agreement and shall be covenant running with the land.

It is further agreed by the Allottee/s that he/ she/ they shall not at any time either at the time of carrying out the interior works or otherwise make any changes in the window above the ledge and that it should be retained to avoid leakage inside of the said Flat / Unit and that the gap between the ledge and structural glazing should not be closed and that there should not be any change in this regard, there should not be any tampering for the existing services like plumbing, electrical, etc. in the service duct areas, there should not be any tampering with any R.C.C. members like columns, beams, slabs, etc., there should not be any tampering with the smoke seal, no work is allowed in the Electrical or Plumbing duct without prior approval/ permissions of the Promoter and/or the Common Organization or of any appropriate authority, required, if any, in case of Waterproofing of the entire floor of the said Flat / Unit to be carried out by Allottee/s, the same shall be done prior to starting of any civil finishing work. It is further agreed by the Allottee/s that he/she/they shall submit a set of as-built drawings for all the services in the respective areas of the said flat/unit and that Plans and details for interior work should be submitted to the Promoter and/or the Common Organization for approval and that the work must be carried out in accordance with the approval/permission of the Promoter and/or the Common Organization. It is further agreed that the Allottee/s shall be liable

to pay the said amount as raised at the sole discretion of the Promoter which shall be used by the Promoter and/or the Common Organization to rectify damage caused, if any, to the said structure or common property or others' property during interior works and that the decision of the Promoter and/or the Common Organization in this respect shall be final and binding on the Allottee/s.

41. The Allottee/s hereby agree/s that in the event if any amount by way of premium or security deposit as fire cess is paid to the MHADA/MMRDA/MCGM or to the State Government or any other tax or repayment of a similar nature becoming payable by the Promoter, the same shall be reimbursed by the Allottee/s to the Promoter in proportion of the said flat/unit agreed to be acquired by the Allottee/s and in determining such amount, the decision of the Promoter shall be conclusive and binding upon the Allottee/s.
42. If at any time, any development and/or betterment charges or other levy are or is charged, levied or sought to be recovered by the MCGM/MHADA, Government and/or any other Public Authority in respect of the said land and/or the said building standing thereon, the same relating to the period after the Allottee/s is put in possession of the said flat/unit shall be borne and paid by the Allottee/s in proportion to the Carpet area occupied by it.
43. The Allottee/s agree/s and undertake/s that all charges, consideration, stamp duty, registration charges, transfer fee, premium or any other charges of any nature whatsoever payable to MMRDA or MCGM or Metropolitan Commissioner or any other authority for execution and registration of Deed of lease/Conveyance of the said Land and building in favour of the said Society/ Condominium of Apartment owners/ Company or any other body corporate that may be formed and/or for execution of this Agreement is the responsibility of the Allottee/s.
44. The Allottee/s has/have taken inspection of all relevant documents and has satisfied themselves fully in respect of the Promoters' title to develop the said land prior to the execution of this Agreement and the Allottee/s do/doth hereby accept/s the same and agree/s not to raise any requisition or objection/s or dispute relating thereto at any stage.

45. The Promoters shall pay all outgoings (Municipal and Collector's Bills) and all other amounts such as betterment charges, contributions etc., payable to any local or public authority in respect of the said land under any statute or law, previous to the date hereof, if necessary, shall be apportioned between the Promoters and the Allottee/s.

46. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warrants to the Allottee/s as follows:-

- i. The Promoter is entitled to development rights 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;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land;
- iv. 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 Promoter 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;
- v. The Promoter 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 interest of the Allottee/s created herein, may prejudicially be affected;
- vi. The Promoter has not entered into any agreement for sale or any other agreement/arrangement with any person or party with respect to the project land, including the project

- and the said flat/unit which will, in any manner, affect the rights of Allottee/s under this Agreement;
- vii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said flat/ Unit to the Allottee/s in the manner contemplated in this Agreement;
 - viii. At the time of execution of the Deed of Conveyance/ Lease Deed of the structure to the association of Allottee/s, the Promoter shall hand over lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Allottee/s;
 - ix. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities; upto the completion of the said project and the Allottee/s are have obtained the OC;
 - 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 land) has been received or served upon the Promoter in respect of the project land and/or the project except those disclosed in the title report.
47. The Allottee/s for himself/herself/themselves with intention to bring all persons into whosoever hand the said flat/unit may come, do hereby covenant with the Promoter as follows:
- (a) To maintain at the Allottee/s's own cost in good tenantable repair and condition from the date of possession of the said flat/unit is taken and shall not do, or suffer to be done, anything in or to the said Building, staircases or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the said flat/unit itself or any part thereof;
 - (b) Not to store in the said flat/unit 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 or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or be likely to damage the staircases, common passages or any other structure of the said Building including entrances of the said Building and in case any damage is caused to the said Building and/or the said flat/unit on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable to carry out the repair at the Allottee/s's cost;

- (c) To carry at his/her/their own cost all internal repairs to the said flat/unit and maintain the said flat/unit in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in the said flat/unit or to the said Building or the said flat/unit which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequence thereof to the concerned local authority and/or public authority;
- (d) Not do or suffer to be done anything in the said flat/unit or to the said Building or the said flat/unit which is in contravention of this Agreement and in the event of the Allottee/s committing any act in contravention of this Agreement the Allottee/s shall be responsible and liable for the consequence thereof including the liability to carry out the repair at the Allottee/s's cost;
- (e) Not to demolish or cause to be demolished the said flat/unit or any part thereof, nor at any time make or cause to be made any addition or alteration whatsoever in or to the said flat/unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the said building and shall keep the portion, sewers, drains pipes in the said flat/unit and appurtenances thereto in good tenantable repair and condition and shall not chisel or, in any other

manner, damage the columns, beam, walls, slabs or RCC Pardis or other structural members in the said flat/unit without the prior written permission of the Promoter and/or the said Common Organization and in the event so such damage the Allottee/s shall indemnify the Promoter and/or the Common Organization for the same;

- (f) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said plot and the said Building or any part thereof or whereby any increase in premium shall become payable in respect of insurance;
- (g) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat / Unit in the compound or any portion of the said Land and the said Building;
- (h) No equipment's such as dish antennae/solar heaters/solar panels, D.G. Set, air conditioning plants etc. shall be installed on the terrace and/or under the stilts in the said building and/or in the compound of the said building by any of the Flat / Unit holders and/or the said organization at any time whatsoever without the permission of the Promoter. However, the Promoter alone shall, from time to time, and at all times be entitled to permit the Flat / Unit holders of the flat/unit in the said building to install equipments such as dish antennae/solar heaters/solar panels, D.G. set, air conditioning plants etc. on the terrace and/or under the stilts of the said building and/or in the compound of the said building as the Promoter may determine absolutely at its discretion.
- (i) The Allottee/s shall not remove or affix grills / fixtures on the exterior of the said Building or cause any obstruction of any nature whatsoever and the Allottee/s shall forthwith remove such grills, fixtures, obstructions and shall be liable to pay a fine of Rs.1,00,000/- (Rupees One Lakh Only) to the Promoter.

- (k) Pay to the Promoter within 7 (seven) days of demand by the Promoter, his/her/their share of security deposit, charges or expenses etc. demanded by concerned local authority or Government or giving water, electricity or any other service connected to the said Building;
- (l) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Unit / flat by the Allottee/s viz. user for any purposes other than purpose for which the same is allotted;
- (m) The Allottee/s shall not sell, mortgage, transfer, assign, let, underlet or sub-let the said flat/unit or the Allottee/s's interest or benefit of this Agreement or part with the possession of the said flat/unit or any part thereof until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid-up and only if the Allottee/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s has/have intimated in writing to the Promoter;
- (n) The Allottee/s shall observe and perform all the rules and regulations which the said Common Organization may adopt at its/their inception and the additions, alterations, or amendments thereof that may be made from time to time for protection and maintenance of the said land and new building, the said Building and the said Flat / Unit 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 the Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the said Common Organization regarding the occupation and use of the said flat/unit in the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement;

- (o) Till the Deed of Conveyance/ Lease Deed of the said Land and the said Building is executed in favour of the Society/ Condominium of Apartment owners/ Company or any other body corporate that may be formed owners, the Promoter and its servants and agents, with or without workmen and others, shall at all reasonable times, be entitled to enter into and upon the said land, and the said Building or any part thereof.
- (p) In the event any development charges or betterment charge, service charge or premium or tax or any other levy becomes payable by the Promoter, the Allottee/s hereby agree/s to reimburse the same to the Promoter in proportion to the area of the said Flat / Unit/ Parking space etc., agreed to be purchased by him/her/them and in determining such amount, the decision of the Promoter shall be conclusive and binding upon the Allottee/s.
- (q) The Allottee/s shall insure and keep insured the said Flat / Unit, against loss or damage by fire of any other calamities for the full value thereof.
- (r) The Allottee/s agree/s that his/her/their/its interest in the said land and the said building is impartable and he/she/they/it shall not be entitled at any time to demand partition of his/her/their interest in the said Land and/or in the said building.
- (s) In case MSEB / Reliance / Tata Power or any competent authority requires/demands construction of sub-station before supplying necessary electricity or domestic load to the proposed building, the cost charges and expenses thereof shall be borne and paid by all the Allottee/s in proportion to the area of their respective Flat / Units agreed to be acquired by them.
- (t) Until the said land together with the said building is conveyed as aforesaid, the Promoter will control the management of the said building, realisation of outgoings and the disbursements of the payments to be made. The

Allottee/s alongwith other Flat / Unit parking space
Allottee/s and/or the Society/condominium of Apartments
will not have any objection to the aforesaid right of the
Promoter.

48. Notwithstanding any other provisions of this Agreement the Promoter shall be entitled to, at the Promoters sole and absolute discretion:
- (a) to decide from time to time when and what sort of document of transfer should be executed in whose favour.
 - (b) to have a society and/or limited company and/or condominium and/or any other body or bodies of Allottee/s formed and constituted as contemplated herein.
 - (c) have an exclusive, unfettered and unimpeachable right to sell, enter into any agreement with any persons as may decided by them from time to time.
 - (d) have a right to terminate this agreement for sale in the event of happening any one or many of the acts, deeds, things done or caused to be done by the said Allottee/s, if the Allottee/s is/are not co-operative or unwilling to follow or observe the policy formulated by the said Promoter for the said purpose and/or terms and conditions imposed by them from time to time for the better management of the project or anything done or caused to be done for any unlawful activities, gains or having any relation or connection with the organizations which has been banned by the Government of India or the State Government of Maharashtra as the case may be and/or propagating any message or information or things which may adversely affect the interest of the Promoter and/or persons associated with the Promoter.
 - (e) or cause to be and/or sub-leased, leased or transferred the said building together with the said land i.e. land underneath the building and appurtenant land i.e. compulsory open space

required under law in favour of condominium of Apartment owners/ Society/ or any other body that may be formed .

- (f) to decide and determine how and in what manner the infrastructure including the common utility areas and other recreational facilities to be used by the various Flat / Unit /Office Allottee/s may be transferred and/or conveyed/assigned/ leased.
- (g) to provide for and incorporate covenants, restrictions and obligations with regard to the provision of maintaining the infrastructure and common amenities including garden and roads if any.

49. Promoter shall not mortgage or create a charge:

After the Promoter executes this Agreement and he shall not mortgage or create a charge on the *[Flat / Unit] 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/s who has/have taken or agreed to take such [Flat / Unit].

Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s sign/s and deliver/s this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appear/s for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fail/s to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Register for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or

compensation whatsoever.

50. For any amount remaining unpaid by the Allottee/s under this Agreement, the Promoter as the case may be shall have first lien and charge on the said flat/unit agreed to be allotted to the Allottee/s.
51. This Agreement sets forth the entire agreement and understanding between the Promoter and the Allottee/s pertaining to the said flat and supersedes, cancels and merges:
 - (a) All agreements, negotiations, commitments writings between the Allottee/s and the Promoter prior to the date of execution of this Agreement.
 - (b) All the representation, warranties commitments etc. made by the Promoter to the Allottee/s in any documents, brochures, hoarding etc. and /or through on any other medium.
52. The Allottee/s agree/s that his/her/their/its interest in the said land and the said building is impartable and he/she/they/it shall not be entitled at any time to demand partition of his/her/their interest in the said land and/or in the said building.
53. It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the project shall equally be applicable to and enforceable against any subsequent Allottee/s of the [Flat / Unit], in case of a transfer, as the said obligations go along with the [Flat / Unit] for all intents and purposes.
54. The Allottee/s hereby agree/s, undertake/s and covenant/s with the Promoter that neither he/she/they/it, nor the said Common Organization shall, at any time hereafter, limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by or granted to the Promoter / s under this Agreement, or any other deed, document or writing that may be entered into and executed between the parties hereto, or those of the Promoter / Promoter as mentioned herein, and the

Allottee/s and the said Common Organization shall be bound and liable to render to the Promoter, all necessary assistance and co-operation, to enable it to exercise and avail of the same.

55. It is expressly agreed that right of the Allottee/s under this Agreement is/are only restricted to the flat/unit agreed to be sold by the Promoter and agreed to be acquired by the Allottee/s and all the other flat/unit/premises and portion or portions of the said Building and the said land shall be the sole property of the Promoter. The Promoter shall be entitled to develop the same in whatsoever manner they may deem fit and proper, without any reference, resource, consent or concurrence from the Allottee/s in any manner whatsoever. The Allottee/s do/doth hereby confirms and consents to the irrevocable right of the Promoter, to develop the said land including the said Building known as "Meadows 83", on the said land more particularly described in the Schedule hereunder written, in whatsoever manner the Promoter may deem fit and proper without any further reference or other consent or concurrence in future upon transfer of the said land and building "_____ " to the said ultimate Common Organisation of the Allottee/s will become Owner as contemplated under the RERA and/or Maharashtra Co-operative Societies Act/Maharashtra Apartment of Ownership Act or any other law as may be applicable.

56. The Advocates and Solicitors of the Promoter shall prepare the Deed of Conveyance/ Lease Deed/ Declaration and all other documents to be executed in pursuance of these presents as also the Bye-laws and/or the Memorandum and Article of Association in connection with the Co-operative Society or the Limited Company or the Condominium as the case may be and all costs, charges and expenses including stamp duty, registration charges and other expenses in connection with the preparation and execution of the Deed of Conveyance/ Lease Deed/ Deed of Declaration and other documents and the formation or registration or incorporation of the Society/ Condominium of Apartment owners/ Company or any other body corporate that may be formed shall be borne and paid by all the Allottee/s of the said flat/unit in the said land in proportion to the respective area of the respective Flat / Unit.

57. The Promoter shall, subject to its right to dispose of the remaining flats/units, if any, execute the Deed of Conveyance/ Lease Deed of the said land and building within 12 months from the date the Promoter receives full consideration and other amounts as referred to in this agreement in respect of the flats, units etc. or within 12 months from the date on which the full Occupation Certificate is obtained. Promoter shall submits his land to the provisions of the Real Estate (Regulations & Development) Act, 2016 by executing and registering the declaration/Conveyance/Lease Deed as required under the relevant Act.
58. 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/unit or of the said land and the said Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the said flat/unit hereby agreed to be sold to him/her/them. It is further agreed that all rights of ownership in all Stilt parking spaces, lobbies, lifts, staircases, common terraces, etc. will remain the property of the Promoters, until the said Land and the said Building is leased/conveyed to the said Society/ Condominium of Apartment Owners/ Company or any other body corporate that may be formed as hereinabove mentioned, which in any case shall be subject to the rights of the Promoter as agreed to and specified herein and of the other Allottee/s of the said Flat / Unit as herein stated.
59. The Allottee/s hereby agree/s, undertake/s and covenant/s with the Promoter that neither he/she/they, nor the said Common Organization shall, at any time hereafter, limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by or granted to the Promoter under this Agreement, or any other deed, document or writing that may be entered into and executed between the parties hereto, or those of the Promoter as mentioned herein, and the Allottee/s and the said Common Organization shall be bound and liable to render to the Promoters, all necessary assistance and co-operation, to enable it to exercise and avail of the same.
60. Any delay tolerated or indulgence shown by the parties in enforcing the terms of this Agreement or any forbearance or giving of time to

each other shall not be construed as a waiver on their part of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of parties.

61. The Allottee/s shall present this Agreement for registration within the time prescribed by the Registration Act, 1908 and the Promoter shall attend the Office of the Sub-Registrar and admit the execution thereof.
62. All letters, notices, circulars, receipts issued by the Promoter as contemplated by and under this Agreement shall be deemed to have been duly served/delivered to the Allottee/s and shall discharge the Promoter completely and effectually of its obligations, if sent to the Allottee/s under Certificate of Posting or registered Post Acknowledgement Due at the following address (or at any other address as may have been subsequently notified by the Allottee/s as and by way of change of address and if such change is confirmed by the Promoters) :

Mumbai – _____

63. The Promoter shall not be responsible and/or liable for the consequences arising out of the change in law or changes in Municipal and other laws, rules, regulations etc.

This Agreement shall be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016, or any other modifications or re-enactments thereof that may be in force in the State of Maharashtra from time to time.

64. The Allottee/s is/are aware of the provisions of law wherein G.S.T. has been levied on construction services. The Allottee/s shall be bound and liable to pay such taxes if any. The Allottee/s hereby agree/s and undertake/s to pay the same if and when becomes payable.
65. The Courts at Mumbai District shall alone have exclusive jurisdiction to try any disputes arising between the parties under this agreement for sale

66. The Allottee/s hereby declare/s that he/she/it/they has/ have gone through the Agreement and all the documents related to the said flat/unit purchased by him/her/them and has expressly understood the contents, terms and conditions of the same and the Allottee/s after being fully satisfied with the contents has entered into this agreement.
67. The Stamp Duty and Registration charges payable on this Agreement and all the documents to be executed in pursuance to this agreement shall be borne and paid by the Allottee/s alone.
68. 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 flat/unit as the case may be.
69. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee/s of the said flat/unit, in case of a transfer, as the said obligations go along with the flat/unit / for all intents and purposes.
70. 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.
71. Wherever in this Agreement it is stipulated that the Allottee/s has/have to make any payment, in common with other Allottee(s)

in Project, the same shall be in proportion to the carpet area of the flat/unit to the total carpet area of all the flats/units in the Project.

72. 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.
73. The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/s, in after the Agreement is duly executed by the Allottee/s and the Promoter 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_____.
74. The Allottee/s and/or Promoter shall present this Agreement as well as the Deed of Conveyance/ Lease Deed at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.
75. That all notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

_____ Name of Allottee
_____(Allottee's Address)
Notified Email ID:_____

M/S SHREEJI REALTORS (Promoter name)
_____(Promoter Address)
Notified Email ID: _____

It shall be the duty of the Allottee/s and the promoter 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 Promoter or the Allottee/s, as the case may be.

76. That in case there are Joint Allottee/s, all communications shall be sent by the Promoter to the Allottee/s whose name appears first and at the address given by him/her/them which shall for all intents and purposes to consider as properly served on all the Allottee/s.
77. The Permanent Account Numbers of the parties hereto are as under:

	NAME	PERMANENT A/C. NO.
A.	PROMOTER	
B.	ALLOTTEE/S	
	(1)	
	(2)	

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO:
("The Said Property")

All that pieces and parcel of land or ground bearing Survey No. 96 A, Hissa No. 2 (part) and bearing CTS No.40/A, admeasuring 1232 sq. mtrs. at L B. S. Marg, Opp. Cipla, Vikhroli (West), Mumbai- 400083 in the Registration District and Sub-District of Mumbai Suburban and bounded

as follows that is to say:

On or towards the East : 30 MTR WIDE LBS ROAD

On or towards the West :

On or towards the North :

On or owards the South :

THE SECOND SCHEDULE ABOVE REFERRED TO:
(“The Said Flat/Shop”)

Flat/Shop/OFFICE No._____, admeasuring_____sq.ft.
equivalent to_____sq. mtrs. (RERA Carpet Area), on the
_____floor, in the building to be known as “MEADOWS 83_” to
be constructed on the said land more particularly described in the First
Schedule hereinabove written.

SIGNED, SEALED AND DELIVERED) PHOTO LEFT
HAND

By the withinnamed “**PROMOTERS**”) THUMB
SHREEJI REALTORS) IMPRESSION

Through its partner/represented by)

(1) _____)

Signature:_____)

--	--

In the presence of)

1.....)

2.....)

SIGNED, SEALED AND DELIVERED)

By the withinnamed: “**ALLOTTEE/S**”)

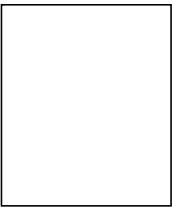
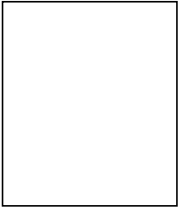
1. Mr./Ms./M/s._____)

Signature:_____)

--	--

2. Mr./Ms./M/s. _____)

Signature: _____)



In the presence of.....)

1.....)

2.....)

RECEIPT

RECEIVED the day and year first hereinabove written of and from the
withinnamed Allotee/s the sum of Rs. _____/-
(Rupees

_____only) vide cheque no.

dated _____ drawn on

_____Bank

_____Branch as and by way of

earnest money as mentioned hereinabove to be paid by
him/ her/ them to us.

WE SAY RECEIVED

FOR SHREEJI REALTORS

Partner
(PROMOTERS)

DATED THIS____DAY OF_____2022

BETWEEN
SHREEJI REALTORS

AND
SHRI/SMT./M/S. _____

AGREEMENT FOR SALE
Flat No._____on_____floor.