

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT is made and entered into at VIRAR, on this ____ day of _____ in the Christian year Two Thousand _____ BETWEEN M/s. SHREE SAMARTH REALTORS, a partnership firm, registered under the Partnership Act 1932, having its office at Shop No. C/8, Mandar Avenue, Global City, Dongare, Virar (West), Taluka Vasai, District : Palghar, hereinafter referred to as "THE PROMOTER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include the partner or partners for the time being of the said firm, their survivor or survivors or the heirs, executors, administrators and assigns of the partners) of the ONE PART:

A N D

having address at _____

hereinafter called "THE ALLOTTEE/S" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his/her/their heirs, executors, administrators and assigns) of the
SECOND PART:-

WHEREAS:-

- a) Mr. Hardik Dayanand Patil is a owner of land bearing Survey No.233, Hissa No. 1/1, admeasuring are 3220.00 sq. meters, assessed at Rs. 2383.00 Paise, Survey No. 233, Hissa No. 1/2, area 870 sq. meters, assessed at Rs. 644 sq. meters, lying being and situate at Village VIRAR, Taluka Vasai, District : Palghar, within the area of Sub-Registrar at Vasai, more particularly described in the First Schedule hereunder written.
- b) Mr. Hardik Dayanand Patil had obtained N. A. Permission (Land Conversion Certificate) from Tahasildar Vasai, vide its letter No. REV/K-1/1-1/JaminBab-1/KAVI-/SR-364/2017, dt. 28/12/2017.
- c) Mr. Hardik Dayanand Patil had taken the Layout permission and got the layout sanctioned from the "Vasai Virar City Municipal Corporation" (hereinafter referred to as "the planning authority & VVCMC") vide its letter No. VVCMC/TP/CC/VP-6296/234/2021-22, dated 21/09/2021 consisting of building no. 1 (the copy of the Letter is annexed hereto).
- d) By Development Agreement dated 13TH May 2022 and registered in the office of Sub-Registrar at Vasai No-5 (Virar), vide its document No. 7587/2022, dated 13/05/2022, Mr. Hardik Dayanand Patil (therein and hereinafter called "The Owner") had grant development rights in respect of FSI admeasuring 5866.01 Square meters built up area (including balcony, staircase, lift area, lobby & oda area) of Building No. 01, on above said land (hereinafter referred to as the said FSI), or thereabouts out of the total land (more particularly described in the Schedule II to M/s. SHREE SAMARTH REALTORS (therein called "the Developers" and hereinafter called "THE PROMOTER"), on the terms and conditions mentioned in the said agreement.

e) The said Mr. Hardik Dayanand Patil has also executed power of attorney in favour of M/s. SHREE SAMARTH REALTORS, on dated 13th May 2022, vide its registration document No. 7588/2022.

f) The aforesaid development agreement and Power of Attorney are valid and subsisting and binding between the parties.

g) The Promoter intends to develop the building No. 1 on the said Layout, constructing thereon 1(one) building/towers or such other number of towers/buildings as may be sanctioned from time to time subject to applicable laws;

h) The Promoter has registered the first building of the Layout under the provisions of RERA with the Real Estate Regulatory Authority at Mumbai under the name "VIDYA AVENUE," bearing common Registration No. _____ ("Project") Authenticated copy of which is annexed hereto;

i) The Promoter intends to construct/ is constructing the said building namely "VIDYA AVENUE" comprising of Gr+stilt + 14 upper floors on the part of land Specified Land and more particularly described in First Schedule hereunder written and shown on the plan thereof hereto annexed hereto;

j) This Agreement is for one building, namely VIDYA AVENUE, which shall be constructed as may be permissible and sanctioned by the concerned authorities from time to time by utilizing part of the Floor Space Index (*as defined hereinafter*) as may be available and in accordance with the plans that may be sanctioned by the concerned authorities from time to time. It is clarified that as per the existing building plan approvals, only a part of the presently available development potential in respect to the said Land is being utilised in the course of construction of the proposed floors of tower/building and the Promoter/Owner shall from

time to time make necessary applications to the VVCMC for amendments to the approved plans and for issuance of further CC such that part of the development potential of the said Land, as may be decided by the Promoter/Owner is consumed in the course of construction of the proposed floors/Towers as per applicable laws. The Promoter/Owner intends to get the existing approvals revised, renewed and altered for consumption of remaining F.S.I., TDR, and all other permissible F.S.I. to be used and utilized on the Specified Land as may be approved by VVCMC as per the Development Control Regulations in force from time to time. The Purchaser/s shall not raise any objection to the proposed construction of the additional floors, towers, buildings irrespective of whether the same is constructed or not subject however to the applicable laws;

k) The Purchaser/s, being desirous of purchasing a Residential Flat in Vidya Avenue, building No. 1, has/have inspected photocopies of the title documents, and other relevant documents and the various plans and connected papers made available by the Promoter at the time of booking and registration of this Agreement. A copy of the Certificate of Title in respect of the property described in the First Schedule issued by ADV. SANJAY SAMEL is hereto annexed. A copy of the 7/12 Extract of the said Specified Land is hereto annexed and marked. A copy of the Floor Plan of the said Residential Flat is delineated in red colour and is hereto collectively annexed. The copies of the existing approved layout plan and commencement certificate (CC) granted by the VVCMC for the said building no. 1 are hereto annexed and marked;

l) On demand from the Purchaser/s, the Promoter has given inspection to the Purchaser/s of all the documents of title relating to the Specified Land and the plans, designs and specifications prepared by the Promoter's Architect M/S. Kuldeep Patil Architect & Structural Project Consultants and of such other documents specified under the RERA and

Maharashtra Rules at the time of booking and registration of this Agreement including:-

- i. Layout Approval Plan;
- ii. Sanctioned Plans;
- iii. Commencement Certificate;
- iv. The 7/12 Extract of the said Specified Land;
- v. The VVCMC approved Unit Plans;
- vi. Agreement for Development dated 13th May 2022;

m) The Purchaser/s has/have agreed to purchase a residential flat, bearing Flat No. _____ on _____ Floor, in building No. 1 known as VIDYA AVENUE " (Residential Flat") admeasuring _____ square meters Carpet area or thereabout being constructed on the said Land, together with the right to use and maintain the following appurtenant areas: areas in the form of flower bed(s), dry balcony, Niche admeasuring in the aggregate _____ square meters or thereabout more particularly described in the Second Schedule hereunder written subject to the terms and conditions mentioned herein.

n) At or before entering into this Agreement, the Purchaser/s has/have examined and satisfied himself/themselves about the title of the Promoter to the said Specified Land as also the rights of the Promoter to sell and transfer the said Residential Flat and other dimensions and specifications of the said Residential Flat agreed to be sold to the Purchaser/s by the Promoter as per the terms and conditions contained in this Agreement. The Purchaser/s shall not raise any requisition or objection whatsoever hereafter in relation to the Promoter and/or the said Specified Land.

o) The list of fixtures, fittings and amenities, detailed specifications are given in Annexure "C", hereunder written ("General Specifications"). It is specifically agreed between the Parties hereto that the Promoter shall have the right to change/alter/substitute the said General Specifications in the event that there is any uncertainty about the availability thereof, either in terms of quantity and/or quality and/or for

any other reason beyond the control of the Promoter subject however to the applicable law. If any change as aforesaid becomes necessary, the Promoter shall be entitled to choose the substitutes and/or alternatives thereof in its absolute discretion to enable the Promoter to offer possession of the said Residential Flat on the specified date. The Promoter shall however try to ensure that such substitutes and/or alternatives are similar to the amenities as hereunder agreed, in quality and quantity, as far as may be reasonably possible and subject to availability. The Purchaser/s agree/s not to claim any rebate and/or discount and/or concession in the Sale Consideration on account of such change/substitution. It is clarified that the General Specifications are not manufactured or produced by the Promoter and that the same may be sourced from third party vendors/suppliers. Some of the General Specifications may be acquired under warranties and others may not have any warranties and the Promoter shall not be responsible to repair and/or replace the same. Accordingly, once possession of the said Residential Flat with the General Specifications is handed over by the Promoter to the Purchaser/s, thereafter in case of any operational issues or malfunctioning of the General Specifications, the Purchaser/s shall not hold the Promoter responsible and/or liable for repairs or replacement thereof; and the Purchaser/s shall make appropriate claims only against the supplier/manufacture thereof, as per the terms of the respective warranties of the respective General Specifications (if applicable).

p) The Promoter has informed the Purchaser/s that the Promoter has entered into/will be entering into separate Agreements with other purchasers in the towers to be constructed on the said Land.

q) As required by section 13 of the RERA and section 4 of the MOFA the Promoter and the Purchaser/s is/are entering into this written agreement.

r) The Promoter has presently appointed M/S. Kuldeep Patil Architect as Liaison Architect who are registered with VVCMC and have also appointed M/S. JAY SHREE KRISHNA CONSULTING ENGG. as structural engineers for preparation of the plans, structural design and drawings of the Towers being constructed on the said Specified Land. The Purchaser accepts the professional supervision of the said Liaison Architect and the said Structural Engineer till the completion of the all the Towers on said Specified Land. The Promoter shall be entitled to change the Liaison Architect and/ or structural engineer at their discretion and the Purchaser(s) hereby confirms that he/she/it/they shall not have any objection to the same.

s) The Purchaser(s) has/have carefully read and understood the contents and meanings of each of the clauses of this Agreement, along with all the aforesaid and hereunder relevant information furnished by the Promoter and the Purchaser/s has/have also taken independent legal advice and only thereafter he/she/they has/have agreed to enter into this Agreement;

t) The Parties hereto are desirous of recording the terms and conditions on which the Promoter has agreed to sell the said Residential Flat in the said Project in the manner hereinafter appearing.

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

1. The Promoters shall construct the said building/s on the said plot of land more particularly described in schedule "A" hereinafter written in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Purchaser/s in respect of variations or modifications which may adversely affect the Flat/Shop/Unit of the Purchaser/s except any alteration or addition

required by any Government authorities or due to change in law.

(a) i. The Purchaser/s hereby agrees to purchase from the Promoter/s and the Promoter/s hereby agrees to sell to the Purchaser/s one Flat No. _____ of carpet area admeasuring _____sq. meters, on _____floor, in the building no. 1, known as "VIDYA AVENUE", hereinafter referred to as "the Flat") as shown in the Floor plan thereof hereto annexed and marked, for the consideration of Rs. _____ (Rupees _____ Only) including stamp duty and registration charges and the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (The price of the Flat including the proportionate price of the common areas and facilities should be shown separately).

ii. The Purchaser/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser/s covered parking spaces bearing No.____ and/or stilt and /or stack parking in the said building for the consideration of Rs.____/-.

(b) The Allottee/s hereby agrees to pay to that Promoter the total aggregate amount of purchase price of flat & parking area of Rs. _____/- (Rupees _____

_____ Only) in the following manner:-

Particulars	Percentage	Amount in Rupees
On Booking	9.90%	
On Completion of Plinth	30.00%	
On Completion of 1st Slab	3.00%	
On Completion of 2nd Slab	3.00%	
On Completion of 3rd Slab	3.00%	
On Completion of 4th Slab	3.00%	

On Completion of 5th Slab	3.00%	
On Completion of 6th Slab	3.00%	
On Completion of 7th Slab	3.00%	
On Completion of 8th Slab	3.00%	
On Completion of 9th Slab	3.00%	
On Completion of 10th Slab	3.00%	
On Completion of 11th Slab	3.00%	
On Completion of 12th Slab	3.00%	
On Completion of 13th Slab	3.00%	
On Completion of 14th Slab	3.00%	
On Completion of 15th Slab	3.00%	
On Completion of Wall (Block work)	2.00%	
On Completion of Plaster	2.00%	
On Completion of Flooring	2.00%	
On Completion of Door fitting	2.00%	
On Completion of Windows fitting	2.00%	
On Completion of Plumbing	1.50%	
On Completion of Electricals Fittings	1.50%	
On Possession	2.10%	
Total Flat Cost (IFC)	100%	

(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST, Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Flat.

(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect alongwith the demand letter being issued to the Purchaser/s, which shall only be applicable on subsequent payments.

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

(g) The Promoter shall confirm the final carpet area that has been allotted to the Purchaser/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 three percent. 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 Purchaser/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 Purchaser/s. If there is any increase in the carpet area allotted to Purchaser/s, the Promoter shall demand additional amount from the Purchaser/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 1(a) of this Agreement.

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

Note: Each of the instalments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building/wing.

2.1 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 Building to the Purchaser/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat.

2.2 Time is essence for the Promoter as well as the Purchaser/s. The Promoter shall abide by the time schedule for completing the project and handing over the Flat to the Purchaser/s and the common areas to the association of the Purchaser/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser/s shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 herein above. ("Payment Plan").

3. The Promoter/Owner hereby declares that the Floor Space Index available as on date in respect of the project land is 5866.01 square meters only and Promoter/Owner has planned to utilize Floor Space Index of by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI 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 Regulations, which are applicable to the said Project..

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Flat to the Purchaser/s, the Promoter agrees to pay to the Purchaser/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser/s, for every month of delay, till the handing over of the

possession. The Purchaser/s agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser/s to the Promoter.

4.2 The Purchaser/s hereby declare/s that he/she/they shall not in any case interfere with the development activity undertaken in respect of this Project and also more particularly for the said Flat.

4.3 Without prejudice to the right of Promoter to charge interest in terms of sub clause 4.1 above, on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/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 Purchaser/s committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Purchaser/s, by Registered Post AD at the address provided by the Purchaser/s and mail at thee-mail address provided by the Purchaser/s, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/s fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Purchaser/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days

of the termination, the instalments of sale consideration of the Flat which may till then have been paid by the Purchaser/s to the Promoter.

4.4 On termination of this agreement by Promoter, the Allottee /Purchaser shall be entitled only to refund of the amount so far till then paid by the Allottee /Purchaser to the Promoter under this instrument after deducting there from.

- i Rs.1,00,000/- of the purchase price of said Apartment (which is to stand forfeited to the Promoters as liquidated damages)
- ii deduct Service Tax, VAT, GST and / or any other amount due and payable by the Allottee /Purchaser/s and / or paid by the Promoters in respect of the said Premises;
- iii the taxes and outgoings, if any, due and payable by the Allottee /Purchaser in respect of the said Premises upto the date of termination of this Agreement;
- iv the amount of interest payable by the Allottee /Purchaser to the Promoters in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid;
- v However in case if the Promoters receive a credit/ refund of the service tax amount paid on this transaction, from the statutory authorities then in such a case the same shall be refunded by the Promoters to the Allottee /Purchaser without any interest thereon.

- (a) Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/Purchaser (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of six months of the termination, the installments of sale price of the Apartment which may till then have been paid by the Allottee/Purchaser to the Promoter but the Promoter shall not be liable to pay to the Allottee/Purchaser any interest on the amount so refunded.
- (b) Without prejudice to anything contained above, none of the other rights, remedies, contentions, compensation and claims available to the Promoter

against the Allottee/Purchaser on facts and in law, on and/or as a result of such termination shall however, be adversely affected or prejudiced.

- (c) The Promoters shall, in the event of any shortfall, be entitled to recover the said amounts from the Allottee/Purchaser. The Promoters shall not be liable to pay to the Allottee/Purchaser any compensation, damages, costs or otherwise and shall also not be liable to reimburse to the Allottee/Purchaser any Government Charges such as Stamp Duty, Registration Fees, GST or any other taxes etc. The amount shall be accepted by the Allottee/Purchaser in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the said Premises.
- (d) The Allottees/Purchaser/s agree that receipt of the said refund by cheque from the Promoters by the Allottee/Purchaser by registered post acknowledgement due at the address given by the Allottee/Purchaser in these presents, whether the Allottee/Purchaser accept/s or encash/s the cheque or not, will amount to the said refund.

5. 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/Shop/Unit as are set out in Annexure 'D', annexed hereto.

6. The Promoter shall give possession of the Flat/Shop/Unit to the Purchaser/s on or before 30/06/2026 or at such other dates as may be extended by RERA due to any pandemic and/or any Act of God. If the Promoter fails or neglects to give possession of the Flat/Shop/Unit to the Purchaser/s on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Purchaser/s the amounts already received by him in respect of the Flat/Shop/Unit with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension

of time for giving delivery of Flat/Shop/Unit on the aforesaid date, if the completion of building in which the Flat is to be situated is delayed on account of: -

- i. war, civil commotion or act of God;
- ii. Non-Availability of steel, cement, other building/s material, water or electric supply.
- iii. any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser/s as per the agreement shall offer in writing the possession of the Flat, to the Purchaser/s in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Flat to the Purchaser/s. The Promoter agrees and undertakes to indemnify the Purchaser/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Purchaser/s agree(s) to pay the maintenance charges as determined by the Promoter or association of Purchaser/s, as the case may be. The Promoter on its behalf shall offer the possession to the Purchaser/s in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Purchaser/s shall take possession of the Flat within 15 days of the written notice from the promoter to the Purchaser/s intimating that the said Flat is are ready for use and occupation.

7.3 After the possession of the said Flat is handed over to the Purchaser/s, if any additions or alterations in or about or relating to the said building or thereafter is required to be carried out by the government, town planning authorities or any other statutory authority, the same shall be carried out by the Purchaser/s in co-operation with the Purchaser/s of the other flats in the said building at their own cost and the Promoter shall

not be in any manner liable or responsible for the same.

7.4 Failure of Purchaser/s to take Possession of [Flat/Shop]: Upon receiving a written intimation from the Promoter, the Purchaser/s shall take possession of the Flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Flat to the Purchaser/s. In case the Purchaser/s fails to take possession within the time provided such Purchaser/s shall continue to be liable to pay maintenance charges as applicable.

7.5 If within a period of five years from the date of handing over the Flat to the Purchaser/s, the Purchaser/s brings to the notice of the Promoter any structural defect in the Flat or the building in which the Flat are 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 his own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

7.6 The Purchaser/s agree/s that certain cracks may develop in the plaster or brickwork of the said building/wings on account of shrinkage, breathing of plaster which is a common setting phenomenon, due to climate/weather conditions and the Promoter shall not be responsible for any reason whatsoever.

8. The Purchaser/s shall use the Flat/Shop or any part thereof or permit the same to be used only for purpose of residence. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Purchaser/s is/are aware and the Purchaser/s expressly agree/s that the parking spaces in the compound of the said building/s

and under the stilts in the compound shall belong to and be at the complete disposal of the Promoter who shall be entitled to allot the same. Only such of the Purchaser/s of flats in the said building as shall have separately agreed to purchase flat along with parking space shall be entitled to have exclusive use of such parking space so agreed to be allotted to him/her/them and the other Purchaser in the said building who shall not have agreed to purchase flat along with parking space separately from the Promoter will not be entitled to have exclusive use of the parking space. The Promoter shall be entitled to allot the parking spaces to the Purchaser/s along with flat as the Promoter may in its absolute discretion determine and the Purchaser/s herein shall not be entitled to raise any objection for the same.

The Purchaser/s along with other Purchaser/s of Flat/s in the building shall join in forming and registering the Society or Association or a Limited Company 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 Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Purchaser/s. So as to enable Promoter to register the organization of the Purchaser/s under Section 10 of the said Act within the time limit prescribed by rule 8 of the Maharashtra Ownership Flat (Regulation of the Promotion of Construction, Sale, Management and Transfer), Rules, 1964. No objection shall be taken by the Purchaser/s if any, changes or modifications are made in draft bye-laws or the Memorandum and/or Articles of Association, as may be required by the registrar of Co-Operative Societies or the Registrar of Companies, as the case may be, or any other competent authority. The Promoters shall have right to form one or more societies for convenience.

9.1 That Promoter after registration and formation of co-operative housing society and only after entire layout is fully developed by the Promoter and/or owner, the Promoter and/or owner may execute deed of conveyance in favour individual society on joint society's name/s and society/societies shall not have any objection for the same.

9.2 The Promoter shall, within three months of registration of the apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

1. **MAINTENANCE, TAXES, CESS and OTHER CHARGES:**

- (a) On or before delivery of possession of the said Apartment by the Promoter to the Allottee/Purchaser, the Allottee/Purchaser shall pay to the Promoter, an amount towards common maintenance, as follows:

Provisional contribution towards common Maintenance.	Rs. 2500/- per month
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- (b) The said amount shall be maintained by the Promoter in a separate account, and shall be used and utilized by the Promoter only for common maintenance of the buildings, Amenities, common areas being constructed on the said Property.
- (c) In the event the Allottee/Purchaser fails and/ or neglects to take possession and/or fails to make all payments due and payable by the Allottee /Purchaser as agreed under this agreement within 15 days from the receipt of intimation given by the Promoter to Allottee /purchaser regarding the completion of the said unit, than such date of possession

shall become deemed date of possession and the maintenance amount shall become due from the such deemed Date of possession.

- (d) It is specifically agreed between the parties hereto that even if before completion of the entire scheme or sale of all units the Association be registered/formed, even then for the unsold premises/apartments/units the Promoter shall not be liable or required to contribute towards the common expenses or maintenance charges or any amount under any head.
- (e) The maintenance amount / outgoing charges mentioned above, shall include only following items:
1. Housekeeping and cleanliness
 2. Maintenance contracts of lifts, generators, water pumps, overhead and underground water Tank cleanings, Fire Fighting Equipment's,
 3. Running cost of all the equipments and instruments above
 4. Common electricity bills for common area of buildings and common areas of the Society.
 5. Security charges
 6. Administration expenses, salaries, remunerations, commissions, payments of work orders, etc. for staff engaged in day to day expenses
 7. Nonagricultural taxes and any other similar taxes if any
 8. Expenses incurred for maintenance of common service lines & replacements of electric switches /light fixtures.
 9. Elevator repairs & maintenance contracts along with lift inspection charges.
 10. Firefighting certification
 11. Operational and electricity charges for the common facilities for the Society i.e. Club House, internal roads, passages, stair cases, garden, lifts etc.
- (f) It is agreed between the parties that the said maintenance amount/ Outgoing charges mentioned above, shall not include the items mentioned

below, and the Allottee/Purchaser and/or the society either individually or through any appointed agency, shall have to bear the following expenses, entirely from separate contribution made by the Allottees/Purchasers.

1. Society and managing committee administration,
 2. Insurance for building/ Apartments/ equipments/ machinery, towards theft, fire etc. and any other such expenses,
 3. Sinking fund etc.
 4. Property taxes of individual building/ Apartments and common amenities etc.
 5. Any other taxes, levies, cess etc. of the property,
 6. Any other statutory charges,
 7. Repairs of the building for leakages, seepage to the property or any part thereof.
 8. Wear and tear charges.
 9. Expenses of water as may be required to be purchased from private sources and all other related expenses.
- (g) After the period mentioned herein, the Promoter shall be entitled to entrust maintenance of common areas and facilities to an *ad hoc* committee of Apartment Allottee/Purchasers appointed by the Promoter, subject to the liberty of the Promoter to entrust the maintenance even prior to the said period, in which case, the Promoter shall also entrust the balance remaining of the amount received from Apartment Allottee/Purchasers till then.
- (h) The Allottee/Purchaser has understood the entire scheme of maintenance in detail. The Allottee/Purchaser admits and agrees to the same, so that the maintenance of the entire complex is not hampered in any way due to lack of or non-payment by the Allottees/Purchasers.
- (i) It is also clearly understood that this shall not preclude the organisation from claiming, demanding and raising the maintenance charges

independent of such and said contribution from the Allottees/Purchasers, provided the decision to that effect is duly taken by the organisation.

- (j) Such organisation shall be entitled to claim reasonable interest, on the arrears of such charges from the defaulting Purchasers, without prejudice to the other rights and powers of the organisation.
- (k) Without prejudice to and notwithstanding anything contained above, in the event of the Promoter and/or apartment purchaser organisation after entrustment of common maintenance by the Promoter to it, duly resolving that the above maintenance deposit is insufficient for the maintenance of the common areas and facilities, electricity, water, drainages, sewage, passages, gardens or repairs thereof, the Purchaser shall be liable to bear, pay and contribute to such additional charges as may be levied and demanded by the Promoter and/or such organisation, as the case may be. If in case water is purchased by Promoter through tankers then in that circumstances the funds will deducted from the advance/ adhoc maintenance funds deposit.

10. The Purchaser/s shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts:-

- i) for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
- ii) for formation and registration of the Society or Limited Company/Federation/ Apex body.
- iii) for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body.

iv) for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/ Federation/ Apex body.

v) For Deposit towards Water, house taxes, Electric, and other utility and services connection charges.

vi) for deposits of electrical receiving and Sub Station provided in Layout

Total amount towards I to viii of Rs.1,50,000/-

11. The Purchaser/s shall pay to the Promoter a sum of Rs.1,050/-for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Purchaser/s shall pay to the Promoter, the Purchaser/s share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building/wing of the building. At the time of registration of conveyance or Lease of the project land, the Purchaser/s shall pay to the Promoter, the Purchaser/s share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. In the event of any society/societies being formed and registered before the sale and disposal by the Promoters of all the premises, the

powers and the authority of the society/societies or limited company or Condominium of Flat so formed or the Purchaser/s and other holders of the premises shall be subject to the overall authority and control of the Promoters in respect of all the matters concerning the said building/s and in particular the Promoters shall have absolute authority and control as regards the unsold premises and the disposal thereof. PROVIDED AND ALWAYS the Purchaser/s hereby agrees and confirms that in the event of the said society/societies and/or Limited Company or Condominium of Flat/Shop/Unit being formed earlier than the Promoters dealing with or disposing of the said building/s on the said property then and in that event any allottee or Purchaser/s of premises from the Promoters shall be admitted to such co-operative society/societies, limited company of Condominium of Flat/Shop/Unit on being called upon by the Promoters without payment of any premium or any additional charges save and except Rs.500/- for the share money and Rs.100/- entrance fee and such allottee Purchaser/s or transferee thereof shall not be discriminated or treated prejudicially by such co-operative society/societies, limited company or Condominium or Flat/Shop/Unit as the case may be. Further it is agreed that the society shall not demand any maintenance charges in respect of the unsold Flat/Shop/Garage/Parking space in the said building until the disposal of the said unsold premises.

14. The Promoter shall not be liable to pay any maintenance or common expenses in respect of the unsold units in the said buildings. The Purchaser/s undertake/s to pay increase in 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.

15. The Promoter shall not be bound to carry out any extra additional work for the Purchaser/s without there being a written acceptance by the Promoter to carry out the said additional extra work for the Purchaser/s which again shall be at the sole discretion of the Promoter. If the Promoter

has agreed to do any additional extra work for the Purchaser/s, the Purchaser/s shall deposit the amount within 7 (Seven) days from the date when the Promoter inform the Purchaser/s the estimated cost for carrying out the said additional extra work. If the Purchaser/s fail/s to deposit the estimated cost for carrying out the said additional extra work of the Purchaser/s agreed to be carried out by the Promoter, then the Promoter shall not be responsible to carry out the additional/extra work in the unit agreed to be purchased by the Purchaser/s.

16. The Purchaser/s hereby agrees that in the event of any amount by way of premium or security deposit is payable to the municipal corporation or the State Government or VVCMC or betterment charges or development tax or security deposit for the purpose of giving water connection or any other tax or payment of a similar nature becoming payable by the Promoters the same shall be paid by the Purchaser/s to the Promoters in proportion to the area of the said premises and in determining such amount, the discretion of the Promoters shall be conclusive and binding upon the Purchaser/s.

17. It is hereby agreed by and between the parties that till the date of getting water supply from the Municipal Council/competent authority, the flat/shop Purchaser/s in the proposed society on their own and at their own cost shall make alternative arrangement for water supply and to which the Promoter shall not be held responsible in any manner whatsoever.

18. The Purchaser/s shall not decorate the exterior of the said premises otherwise than in a manner agreed to with the Promoters under this agreement.

19. The Purchaser/s shall, at no time, demand partition of his/her/their interest in the said building and of the said property and/or the said Flat.

20. Until the execution of the conveyance in favour of the organization of the Purchasers, the Promoters shall be entitled to put up hoarding/s on the said property or on the said building or buildings to be constructed on the said property and the said hoarding/s may be illuminated or may comprise of neon signs and for the purpose, the Promoters are fully authorized to allow temporary or permanent construction or erections and installations either on the exterior of the said building or on the said property and the Purchaser/s agree/s not to object or raise any dispute in respect of the same.

21. The Purchaser/s specifically declares that it shall be the sole right, choice and authority of the Promoter/ to make alterations relocations etc. access road, parking space etc. in the said layout, at any time till completion of the development project by consuming all available FSI/TDR etc. of the said property.

22. It is agreed and understood that the terrace if attached to any Flat/Shop shall be exclusively used by the Purchaser/s or such Flat/Shop and no other Purchaser of Flat nor society shall have rights of any nature whatsoever over such terrace. The terrace over the top floor shall be used commonly by the Purchaser/s of Flats/Shops only on the society or other organization being formed and registered.

23. The lift room and water tank shall be located on the terrace above the topmost floor of the said building; the said terrace is agreed to be left open to the sky for further and additional constructions thereon by the Promoters in future at any stage and/or time in terms of this clause. Neither the Purchaser/s nor the said society nor its members will have any right to use or have any claim right title or interest of whatsoever nature in the said terrace, save and except for the purpose of inspection and maintenance of lift, lift room and water tanks.

24. The purchaser/s shall not construct the Shed on the windows and not put gamalas, show trees outside the windows as he/she/they can damage the colour or outside wall of the said building/s.

25. The development work of the building/layout shall be carried out by the Promoters/Owner, in a phase wise, which is to be determined by the Promoters/Owner in its absolute discretion from time to time. The Purchaser/s is aware that Promoters/Owner to develop the said layout by constructing two buildings (including this building) in accordance with the building plans and layout approved by the concerned authorities. The Purchaser/s hereby gives his/her/their irrevocable consent to the Promoters/Owner, developing the said building/township in such phase wise as the Promoters/owners may determine even after the Promoters gives to the Purchaser/s possession of the premises hereby agreed to be sold to the Purchaser/s.

26. The Promoters/owners may as require by the concerned authorities and/or in their absolute discretion from time to time vary, amend and/or alter, the layout plan of the said township or the building plans in respect of the said buildings. The Promoters/Owner may also construct additional buildings and/or additional construction by way of extension of one or more buildings or floors to all the buildings to be constructed in the said layout. The Purchaser/s hereby irrevocably agrees and have give his/her/their express consent to the Promoters/Owner carrying out variation to the layout plan/building plans and for construction of additional structure/floors/ buildings (even if not envisaged at present) in the said layout as aforesaid.

27. It is expressly agreed and the Purchaser/s is aware that as a result of change in building plans of the said building in the said layout and/or in the building plans of the other buildings, the share of the said premises and/or the Purchaser/s in the said common areas and facilities may increase or decrease. The Purchaser/s hereby irrevocably agrees to accept

the said share as changed as aforesaid.

28. The Conveyance in favour of such Co-operative Society/ Societies/ or Apex Co-operative Societies shall be executed only after the entire layout is fully developed by the Promoters/Owners as aforesaid.

29. The Deed of Conveyance and other documents for transferring the right, title and interest of the said property being land appurtenant to the said building/s along with other building/s, as the case may be, shall be prepared by the Promoters/Owners Advocate and the same will contain such covenants and conditions as the said Advocate/Promoters/Owners shall think reasonable and necessary having regard to the development of said layout.

30. The Promoters shall be entitled to alter the terms and conditions of the Agreement relating to the unsold premises in the said building of which the aforesaid premises form part hereafter or even after the said society is formed and the Purchaser/s shall have no right to object to the same.

31. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER-** The Promoter hereby represents and warrants to the Purchaser/s as follows:

i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project.

ii. The Promoter/Owner 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 or the Project except those disclosed in the title report.

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report.

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the 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.

vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, where by the right, title and interest of the Purchaser/s created herein, may prejudicially be affected.

vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the project land, including the Project and the said Flat which will, in any manner, affect the rights of Purchaser/s under this Agreement.

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat to the Purchaser/s in the manner contemplated in this Agreement.

32. The Purchaser/s or himself/themselves with intention to bring all persons into whosever hands the Flat/Shop/Unit may come, hereby covenants with the Promoter as follows:-

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

ii. Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat/Shop/Unit is situated, including entrances of the building in which the Flat/Shop/Unit is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.

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

license, part with possession of his/her/their interest under or the benefit of this Agreement or any part thereof only after obtaining occupation certificate as may be applicable and once his/her/their dues of whatsoever nature owing to the Promoter are fully paid and only if the Purchaser/s has/have not been guilty of breach of this Agreement and until he/she/they obtain/s previous consent in writing of the Promoter.

x. The Purchaser/s shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments there of that may be made from time to time for protection and maintenance of the said building and the Flat/Shop/Unit s therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Flat/Shop/Unit in the 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.

xi. Till a conveyance of the structure of the building in which Flat/Shop/Unit is situated is executed in favour of Society/Limited Society, the Purchaser/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Purchaser/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

an occupation certificate from the competent authority or before making payment of all the amounts due under the present Agreement. The Purchaser/s shall not be in default if he/she/they correct/s or remedies such breach within a period of fifteen days from the date of receipt of notice from the Promoter to the Purchaser/s as stated above.

34. UNSOLD UNITS IN SAID ENTIRE PROJECT

Promoter shall be inducted as a member of said society for unsold units & shall be entitled to sell the unsold units in said entire project without any separate permission or consent of society and the members of society. The prospective Purchaser of such unsold units shall be inducted by the society as members and no objection shall be raised either by existing members or the society

The Purchaser/s or society shall not be entitled to demand any transfer charge for the transfer of unsold unit by the Promoter to prospective purchaser/s.

Promoter shall be entitled to mortgage the unsold units of the said entire project with the financial institutions without any separate NOC from society.

Promoter is entitled to all the rights of being a member of society i.e. right to attend meeting, right to vote in the meeting etc.

In case the Purchaser/s wish/es to make a site visit, prior written permission from the Promoter is necessary. The Promoter shall not be responsible for any accident or mishap that may happen on site either to Purchaser/s or to any of his/her/their family members or friends.

It is hereby agreed that the Promoter shall be entitled to sell units in the building to any person/s or body corporate of its choice.

35. The Purchaser/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment/s, modification/s made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Promoter accepts no responsibility in this regard. The Purchaser/s shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser/s to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser/s and such third party shall not have any right in the application/allotment of the said Flat applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Purchaser/s only.

36. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE-

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Flat and if any such mortgage or charge is made

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

37. BINDING EFFECT-

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

38. ENTIRE AGREEMENT-

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

39. RIGHT TO AMEND-

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

40. PROVISIONS OF THIS AGREEMENT APPLICABLE - TO PURCHASER/S SUBSEQUENT PURCHASER/S-

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 Purchaser/s of the Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

41. SEVERABILITY.

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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.

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

Wherever in this Agreement it is stipulated that the Purchaser/s has to make any payment, in common with other Purchaser/s in Project, the same shall be in proportion to the carpet area of the Flat to the total carpet area of all the Flat in the Project.

43. FURTHER ASSURANCES-

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

perfect any right to be created or transferred hereunder or pursuant to any such transaction.

44 PLACE OF EXECUTION-

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 Purchaser/s, in after the Agreement is duly executed by the Purchaser/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 Virar.

45. The Purchaser/s and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease 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.

46. That all notices to be served on the Purchaser/s and the Promoter/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/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 Purchaser/s (Purchaser/s's Address)

Notified EmailID: _____

Name of Promoter/s (Promoter/s's Address)

M/s. SHREE SAMARTH REALTORS,

having address at Shop No. C/8, Mandar Avenue,

Global City, Dongare, Virar (West),

Taluka Vasai, District : Palghar

Notified Email ID : shreesamartherealtors@gmail.com

It shall be the duty of the Purchaser/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 Purchaser/s, as the case maybe.

47. JOINT PURCHASER/S-

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

48. STAMP DUTY AND REGISTRATION-

The charges towards stamp duty of this Agreement shall be borne by the Promoter & charges towards Registration shall be borne by the Purchaser/s.

49. DISPUTE RESOLUTION-

Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder. This agreement shall always be subject to the Provision of Maharashtra Co-Operative Societies Act, 1960 with rules made thereunder and also The Maharashtra Ownership Flats (Regulation of the Promotions of Construction Sale Management and Transfer) Act, 1963.

51 GOVERNING LAW-

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

SCHEDULE 'A'**THE FIRST SCHEDULE ABOVE REFERRED TO**

ALL THOSE pieces and parcels of N.A.land bearing Survey No.233, Hissa No. 1/1, admeasuring are 3220.00 sq. meters, assessed at Rs. 2383.00 Paise, Survey No. 233, Hissa No. 1/2, area 870 sq. meters, assessed at Rs. 644 sq. meters, lying being and situate at Village VIRAR, Taluka Vasai, District : Palghar, within the area of Sub-Registrar at Vasai.

SCHEDULE 'B'**THE SECOND SCHEDULE ABOVE REFERRED TO FLAT**

Flat No.____, on the _____ Floor, admeasuring _____ Square metres i.e. _____ Square feet (Carpet area) in Building No. 1 known as "VIDYA AVENUE" and Stilt Area/Parking/Compound Parking bearing No. _____, on Ground Floor, , constructed on N.A. land bearing Survey No.233, Hissa No. 1/1, admeasuring are 3220.00 sq. meters, assessed at Rs. 2383.00 Paise, Survey No. 233, Hissa No. 1/2, area 870 sq. meters, assessed at Rs. 644 sq. meters, lying being and situate at Village VIRAR, Taluka Vasai, District : Palghar, within the area of Sub-Registrar at Vasai

SCHEDULE 'C'**LIST OF AMENITIES**

- * Full ceramic vitrified reputed companies flooring 32" x 32" tiles in all rooms with skirting.

- * Black (if not available alternate colour) Granite kitchen platform with S.S. sink & kitchen Trolley with kitchen cabinet.
- * Full Decorative Rectified tiles over kitchen platform
- * Heavy section powder coated aluminum sliding windows with Mosquito net in bedroom.
- * Decorative main door with Latch.
- * Concealed copper electric wiring with modular switches.
- * Concealed plumbing with 'CPVC' class pipe fitting.
- * Distribution board with MCB.
- * Full tiles in W. C. & bathrooms with reputed Co. waterproof doors.
- * Reputed Company's plumbing fitting for all Toilets, Bathrooms & Kitchen.
- * Cable point in Living Room with musical Door Bell for every flat.
- * Cement based putty for internal walls.
- * Gypsum coating to wall & attractive paint in all rooms.
- * A.C. point in Bedroom.
- * Fall ceiling in Living Room.
- * Dry Balcony area in kitchen with washing machine point.
- * Water purifier point.
- * Generator Backup
- * C.C. TV Camera at entrance gate
- * Terrace to have special water proofing.

**IN WITNESSES WHEREOF THE PARTIES HERETO HAVE
HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS
THE DAY AND THE YEAR FIRST HEREINABOVE WRITTEN.**

SIGNED AND DELIVERED by the)

withinnamed "THE PROMOTER")

M/s. SHREE SAMARTH REALTORS,)

a partnership firm)

through its partner)

MR. MANOJ P. THAKKAR)

in the presence of)

1.

2.

SIGNED AND DELIVERED by the)

withinnamed "THE ALLOTTEE/S")

_____)

_____)

in the presence of)

1.

2.

RECEIVED the day and the year first)
hereinabove written of and from the)
Within named "PURCHASER/S")
The sum of Rupees - _____)
as and by way of part consideration)
money, to be paid by him/her/them to us.)

WITNESSES :-

WE SAY WE HAVE RECEIVED

1.

2.

PROMOTER