

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made at Vasai on this _____ day of _____ 201____ BY & BETWEEN **M/S.MUNISH GROUP OF COMPANIES** a proprietorship firm through its Proprietor **MR. WASIM SHAMIM KHAN** age 29 years, (Pan No. AXDPK8791N) having its registered office at Munish Petals, Indralok Phase III. Near MBMC Ground Bhayender (E), Tal & Dist. Thane, hereinafter called the **“BUILDER/DEVELOPER/ PROMOTER”** (which expression shall unless it be repugnant to the context of meaning thereof be deemed to include its/his/their successors, survivors, heirs, executors, nominees, administrators and assigns) OF THE ONE PART :-

1) MR. PANDURANG SITARAM JADHAV2) MR. DASHRATH SITARAM JADHAV, 3) MR. BABAN SITARAM JADAV, 4) MR. GANESH SHANKAR JADHAV, 5) MR. RAJU SHANKAR JADHAV, 6) MRS. VASANTI SHANKAR JADHAV, 7) MRS. LAXMIBAI SHANKAR JADHAV, 8) MRS. ANUSAYA SHANKAR JADHAV, 9) MR. VINOD ATMARAM JADHAV, 10) MR. VIJAY ATMARAM JADHAV, 11) MR. SANTOSH ATMARAM JADHAV, 12) MR. RAJESH ATMARAM JADHAV,through their Power of Attorney Holder **M/S.MUNISH GROUP OF COMPANIES**.aproprietorship firm through its Proprietor **MR. WASIM SHAMIM KHAN** age 29 years, (Pan No. AXDPK8791N) having its registered office at Munish Petals, Indralok Phase III. Near MBMC Ground Bhayender (E), Tal &Dist Thane, to whom, hereinafter referred to as the “**OWNER/CONFIRMING PARTY**”(which expression shall, unless it be repugnant to the context or the meaning thereof, mean and include the partners or partner for the time being of the said Partnership i. e. the Builder, the survivors or survivor of them and the heirs, executors, administrator of such survivor and his/her/their assigns) of the **SECOND PART**.

AND

Mr./Mrs._____Aged _____years, Pan No. _____Mr/s. _____, Aged _____years, Pan No. _____ Indian Inhabitant, residing at _____ to whom, hereinafter referred to as the “THE ALLOTTEE/S” (Which expression shall unless it be repugnant to the context of meaning thereof be deemed to include his/her/their/its successors, survivors, heirs, executors, administrators, nominees and assigns) OF THE THIRD PART :-

WHEREAS:

- i) The **OWNER** is seized and possessed of or otherwise well and sufficiently entitled to all that contiguous pieces or parcels of freehold non-agriculture land admeasuring 0-16-0 H. R. forming part of Survey No 258 (Old 378) Hissa No. 1 area admeasuring 0-73-10 H. R. assessed at Rs. 731.00 situated at Village – Achole, Taluka – Vasai, District – Palghar within the Registration of Sub-Registrar of Vasai, Dist. – Palghar within the limit of Vasai Virar City Municipal Corporation and more particularly described in the **First Schedule** hereunder written and hereinafter referred to as “ said Property”. A copy of the 7/12 Extract is attached herewith and marked as **Annexure “A “**.
- ii) The **OWNER** applied to Collector, Palghar for Conversion of the said land from Agricultural Land to Non Agricultural Land. The Collector Thane vide his order dated 4/02/2017, passed order being order No. REV/DESK-I/T9/NAP/ACHOLE-VASAI/SR – (26/2014/02/2017, thereby allowed the Non - agricultural use of the said land for residential and commercial purpose. The said orders effect was given in the Revenue record in Village Form No.2 and thus the **OWNER** have started the N.A. use of the said land. A copy of the NA Order is attached herewith and marked as **Annexure “B “**.
- iii) The **DEVELOPER/PROMOTER** has entered into Development Agreement dated 28/01/2019 registered at Vasai sub registrar office under serial No. Vasai 6 – 547/2019 dated 29/01/2019 with the **OWNER/CONFIRMING PARTY** Vide the said Development agreement the Promoter/Builder have acquired development Rights with regard to area admeasuring 0-16-00 H. R. forming part of Survey No 258 (Old 378) Hissa No. 1 area admeasuring 0-73-10 H. R. assessed at Rs. 731.00 situated at Village – Achole, Taluka – Vasai, District – Palghar within the Registration of Sub-Registrar of Vasai, Dist. – Palghar within the limit of Vasai Virar City Municipal Corporation and hereinafter referred to as “ the said property” for sake of brevity.

- iv) By virtue of the said Development agreement dated 28/01/2019 registered at Vasai sub registrar office under serial No. Vasai 6 – 547/2019 dated 29/01/2019, the **OWNER/CONFIRMING PARTY** therein handed over and put the **DEVELOPER/PROMOTER** herein in vacant and peaceful possession of the said property and the Builders herein has absolute right to construct the said building on the said property as per the sanctioned plan and to sale the flat/shop/garages/stilt on ownership basis and to enter into the agreement for sale and to receive consideration from the prospective purchaser/s and to appropriate the same as the **DEVELOPER/PROMOTER** herein deems fit and proper.
- v) In the premises of aforesaid the **DEVELOPER/PROMOTER** are absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property & has power to develop the said property.
- iii) The said **OWNER** had submitted the plans as applied for construction of the proposed building on the said property to the **Vasai Virar City Municipal Corporation** (“**VVCMC**”) and the **VVCMC** had approved the said plans. The **VVCMC** had issued its Commencement Certificate vide its order No. **VVCMC/TP/CC/VP-5575/178/2019-20**(“**CC**”) dated 11/10/2019 had approved proposed Residential with shophouse building authorizing Promoter/Builder to develop the said property on such terms and conditions as mentioned in the said order inter alia and as per the following details

Sr.	Predominant Building	Building No.	No. of Floors	No. of Shop/Flat	Built Up area In sq. mt.
1	Residential with shophouse building	02	Gr + st. + 5	12 Shop/ 43 Flats	1585.17 Sq. mtr.

The Detail of Buildings is given below (for MHADA)

Sr.	Predominant Building	Building No.	No. of Floors	No. of Shop/Flat	Built Up area In sq. mt.
1	Residential with shipline building	02	On 6 th Floor	08 Flats	313.97 Sq. mtr.

A copy of the CC is attached herewith and marked as **Annexure “C “**. The said plans and the CC are hereinafter collectively referred to the “the **Building Approvals”**

5) The **DEVELOPER/PROMOTER** herein has right to sale flat/shop on ownership basis and to enter into the agreement for sale and to receive consideration from the prospective purchaser/s and to appropriate the same as the **DEVELOPER/PROMOTER** herein deems fit and proper (As per development agreement dated 28/01/2019.

viii) The **DEVELOPER/PROMOTER**has obtained Search Report and Title regarding the said land from respected AdvocateTUSHAR R. PATIL, Advocate and accordingly, Title of the said land is clear & marketable. The tenure of the said property is free hold.A copy of the Title Due Diligence Report dated 20/10/2018(“**Title Certificate**”) and the relevant 7/12 extract are annexed hereto as **Annexure “D”**

ix) The **DEVELOPER/PROMOTER** proposes to construct residential building known as “ **QUEENS TOWER**” on the said Land.

x) The development of said buildingground + stilt +5 upper floors on the said Land is more particularly described in the First Schedule hereunder written. Development and construction of “**QUEENS TOWER**”on the said land proposed as “Real Estate Project” (“said Project/Real Estate Project”) by the Promoter and will be registered as a ‘Real Estate Project with the Real Estate Regulatory Authority (“Authority”), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 (“RERA”)

read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("RERA Rules").

- xi) The Allottee/s shall upon issuance of the RERA Certificate by the Authority to the Promoters, be entitled to, examine the same in detail by his/her/its Advocates and Planning and architectural consultants.
- xii) Abovementioned area admeasuring **1585.17** Sq. Mtrs. is in residential zone in interim draft of development plan of CIDCO/VVCMC.
- xiii) The **DEVELOPER/PROMOTER** has appointed M/S. SHAPE CONSULTANTS as an architect registered as Architect and M/S. JAY SHREE KRISHNA as Structural Designer with Council of Architects for purpose of preparation of plans, supervision of construction of building and looking after structural design and drawings of the buildings
- ix) The **DEVELOPER/PROMOTER** have sole and exclusive right to develop the said land and to sell the Flats/shops/Units/Garage and to receive sale price in respect thereof.
- x) The **DEVELOPER/PROMOTER** is now constructing/constructed residential building/s on the said land with intention to sell the flat/s/ Shop/s on what is known as "Ownership Basis" to the intending ALLOTTEE/s as per the plans stated hereinabove with such variations and modifications which may be permitted and which the **DEVELOPER/PROMOTER** may consider necessary and desirable hereinafter (hereinafter referred to as "the said building" for brevity's sake).
- xi) According to above said development agreement, the **DEVELOPER/PROMOTER** is entitled to sell units/flats/shops to the intending ALLOTTEE/s as per own skill & terms but not affecting to terms and condition of development agreement.

- xii) The ALLOTTEE/s has/have agreed to purchase Flat/shop in the Residential building/s which is known as **“QUEENS TOWER”** being constructed on the said land, with full notice and knowledge of the several facts covenants and on the terms and conditions hereinafter appearing.
- xiii) The ALLOTTEE/s has/have taken inspection of the documents and plans herein before recited and has/have acquainted and satisfied herself/himself/themselves/ itself with all the terms and conditions and covenants therein contained and also other documents such as lay out scheme referred herein and the plans, designs and the specifications of the said building proposed to be constructed and / or under construction.
- xiv) The **DEVELOPER/PROMOTER** has supplied to the ALLOTTEE/s such other documents mentioned in rule of the Maharashtra Ownership flat Rules 1964 as demanded by the ALLOTTEE/s. The **DEVELOPER/PROMOTER** can be entered into separate agreement similar to this agreement with such modifications or variations as may be necessary with various persons, in respect of other flats & other rights in the said building on the said land.
- xv) The ALLOTTEE/s prior to the execution of these present has/have satisfied himself/herself/themselves/itself about the title of the **DEVELOPER/PROMOTER** to the said land described in the first schedule hereunder written and he/she/they shall not be entitled to further investigation of the title of the **DEVELOPER/PROMOTER** to the said land, similarly the ALLOTTEE/s has/have inspected the site of the said Building and has/have approved the same.
- xvi) The **DEVELOPER/PROMOTER** has proposed to construct on the land Building known as **“QUEENS TOWER”** having ground + stilt + 5 upper Floors as per Development Permission No. VVCMC/TP/CC/VP-5575/178/2019-20 dated 11/10/2019.

- xvii) The Allottee is offered an Flat/Shop bearing number _____ on the _____ floor, in building No. 02 (herein after referred to as the said "FLAT/SHOP" in the Building called "**QUEENS TOWER**"(herein after referred to as the said "Building") being constructed in the said project, by the **DEVELOPER/PROMOTER**.
- xviii) The **DEVELOPER/PROMOTER** has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;
- xix) The **DEVELOPER/PROMOTER** have registered the building project under the provisions of the Real Estate (Regulation & Development) Act 2016 (hereinafter referred to as the '**Act**') and the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosure on Website) Rules 2017 made thereunder (hereinafter referred to as the '**Rules**') with the Real Estate Regulatory Authority under No. _____ on _____ the authenticated photocopy whereof is annexed hereto as **Annexure 'E'**
- .
- xx) The **DEVELOPER/PROMOTER** has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.
- xxi) By virtue of the Development Agreement/Power of Attorney the owner/ Builder has sole and exclusive right to sell the Flat/Shop in the said building/s to be constructed by the **DEVELOPER/PROMOTER** on the project land and to enter into Agreement/s with the Allottee(s) of the Flat/Shop to receive the sale consideration in respect thereof;

- xxii) On demand from the Allottee, the owner/Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Builder/Promoter's Architects M/S. SHAPE CONSULTANTS and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "THE SAID ACT") and the Rules and Regulations made thereunder;
- xxiii) The authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Builder/Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Builder/Promoter to the project land on which the Flat/Shop are constructed or are to be constructed have been annexed hereto and marked as ANNEXURE 'D' AND 'A', respectively.
- xxiv) The authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as **ANNEXURE "F"**.
- xxv) The authenticated copies of the plans of the Layout (Blue Print) as proposed by the Developer/Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **ANNEXURE "G"**,
- xxvi) The authenticated copies of the plans (Floor Plan) and specifications of the Flat/Shop agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as **ANNEXURE – "H"**.
- xxvii) The **DEVELOPER/PROMOTER** has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building

Completion Certificate or Occupancy Certificate of the said Building.

- xxviii) 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 Developer/Promoter 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.
- xxix) The Developer/Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.
- xxx) The Allottee has applied to the Developer/ Promoter for allotment of a Flat No. _____, Area admeasuring _____ sq.mtrson _____ Floor, in building No. 02 being constructed in said Building Known as **“QUEENS TOWER”**.
- xxxi) The carpet area of the said Flat/Shop is _____ square meters and “carpet area” means the net usable floor area of an Flat/Shop, 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 or verandah area and exclusive open terrace area appurtenant to the said Flat/Shop for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Flat/Shop.
- xxxii) 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;
- xxxiii) Prior to the execution of these presents the Allottee has paid to the Owner/Promoter a sum of Rs. _____/- (Rupees

only)being part payment of the sale consideration of the Flat/Shop agreed to be sold by the Developer/Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Owner/Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

xxxiv) Under section 13 of the said Act the Developer/Promoter is required to execute a written Agreement for sale of said Flat/Shop with the Allottee, 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 Developer/Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Flat/Shop) and the garage/covered parking(if applicable).

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

1. The Developer/Promoter shall construct the said building/s consistingground+ stilt + 5 upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Developer/Promoter shall have to obtain prior consent in writing of theAllottee in respect of variations or modifications which may adversely affect the Flat of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1.a (i) The Allottee hereby agrees to purchase from the Developer/Promoter and the Developer/Promoter hereby agrees to sell to the Allottee Flat/Shop No. _____ of carpet area admeasuring _____ sq. meters on _____ floor in the building No. 02**“QUEENS TOWER”**(hereinafter referred to as “the

Flat/Shop”) as shown in the Floor plan thereof hereto annexed and marked **ANNEXURE“H”** for the consideration of Rs. _____/-
(In words Rupees _____ only)
including Rs. _____/- (In words Rupees _____
_____ only) being 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/Shop including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

(ii) The Allottee hereby agrees to purchase from the Developer/Promoter and the Developer/Promoter hereby agrees to sell to the Allottee garage bearing No. ____ situated at _____ Stilt being constructed in the layout for the consideration of Rs. _____/-

1.b. The total aggregate consideration amount for the Flat/Shop including garages/covered parking spaces is thus Rs. _____/-

1© The Allottee has paid before execution of this Agreement, a sum of Rs. _____ (Rupees _____ only) as advance payment and hereby agrees to pay to that Developer/Promoter the balance amount of Sale Consideration of Rs. _____/- (Rupees _____ Only) in the following manner:-

Particulars	Percentage		Due Amount in Rupees
On Booking	10%	Till Agreement – 20%	
On Registration Of Agreement	10%		
On Completion of Plinth	10%	Till Plinth – 30%	
On Completion of 1 st Slab	4.57%	On Completion of All Slabs – 62%	
On Completion of 2 nd Slab	4.57%		

On Completion of 3 rd Slab	4.57%		
On Completion of 4 th Slab	4.57%		
On Completion of 5 th Slab	4.57%		
On Completion of 6 th Slab	4.57%		
On completion of 7 th Slab	4.58%		
On Completion of Wall	5%	On completion of Internal Plaster	
On completion of Internal Plaster	5%		
On Completion of External Plaster	4%	On Completion of Electricals Fittings 94%	
On Completion of Flooring & Tiling	3%		
Completion of Terrace waterproofing	3%		
On Completion of Door 3%	3%		
On Completion of Windows fitting	3%		
On Completion of Internal Plumbing	2%		
On Completion of External Plumbing	2%		
On completion of Electrical Fitting	2%		
On Possession	6%	On Possession 6%	
Total Flat Cost (TFC)	100%	100%	

Each of such installments shall be paid by the Allottee within a period of 7(seven) days from the date of intimation by the Developer/Promoter. Time for payment of each installment is the essence of the contract.

1.d. The Total Price above excludes Taxes (consisting of tax paid or payable by the Builder/Promoter by way of 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 Builder/Promoter) up to the date of handing over the possession of the [Flat/Shop].

1.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 Builder/Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Builder/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, which shall only be applicable on subsequent payments.

1. f. The Builder /Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such earlypayments @ ____% 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 an Allottee by the Builder/Promoter.

1.g. The Builder/Promoter shall confirm the final carpet area that has been allotted to the Allottee 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 Builder/Promoter. If there is any reduction in the carpet area within the defined limit then Builder/Promoter shall refund the excess money paid by Allottee 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. If there is any increase in the carpet area allotted to Allottee, the Builder/Promoter shall demand additional amount from the Allottee 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.

1.h. The Allottee authorizes the Builder /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 Builder/Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Builder/Promoter to adjust his payments in any manner. Note: Each of the installments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple installments linked to number of basements/podiums/floors in case of multi- storied building /wing.

2.1 The Builder /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/Shop to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat/Shop. Time is essence for the Builder /Promoter as well as the Allottee. The Builder /Promoter shall abide by the time schedule for completing the project and handing over the [Flat/Shop] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Builder /Promoter as provided in clause 1 (c) herein above. ("PAYMENT PLAN")

2. It is clarified that Sale Consideration shall be payable by the Allottee/s in the Account No. **19422900001007** maintained with **DCB Bank**, Branch Mira – **Bhayander Road** with IFSC Code **DCBL0000194** ("the said Account"). In case of any financing arrangement entered by the Allottee/s with any financial institution with respect to the said Premises, the Allottee/s undertakes to direct such financial institution to, and shall ensure that such

financial institution does disburse/pay all such amounts towards Sale Consideration due and payable to the Builder/Promoter through an account payee cheque / demand draft / wire transfer / any other instrument drawn in favour of the said Account immediately upon the relevant stage of construction being completed. Any payments made in favour of any other account other than mentioned hereinabove shall not be treated as payment towards the said Premises and shall be construed as a breach on the part of the Allottee/s in which event without prejudice to the right of the Builder/Promoter to charge interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon ("Interest Rate") on the amounts due, the Builder/Promoter shall be entitled to terminate this Agreement and forfeit 10% of the Sale Consideration along with brokerage charges (if any) as reasonable, pre-estimated, genuine and agreed liquidated damages and return balance (if any) to the Allottee/s within 30 (thirty) days from the date of such termination of the Agreement.

3. The Builder /Promoter hereby declares that the Floor Space Index available as on date in respect of the project land as per Development Permission No. VVCMC/TP/CC/VP-5575/178/2019-20("CC") dated 11/10/2019 is **1585.17** sq. mtrs only and Builder/Promoter has planned to utilize **1500** sq. mtrs by availing of TDR or FSI/setback 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. The Builder/Promoter has disclosed the Floor Space Index of **1500** sq. mtrshas proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Flat/Shop based on the proposed construction and sale of Flat/Shop to be carried out by the Builder /Promoter by utilizing the proposed FSI/TDR/setback and on the understanding that the declared proposed FSI/TDR/setback shall belong to Builder /Promoter only.

4.1 If the Builder /Promoter fails to abide by the time schedule for completing the project and handing over the [Flat/Shop] to the Allottee, the Builder/Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Builder/Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Builder /Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Builder /Promoter.

4.2 Without prejudice to the right of Builder /Promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Builder /Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of installments, the Builder /Promoter shall at his own option, may terminate this Agreement Provided that, Builder /Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his/her/their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Builder /Promoter within the period of notice then at the end of such notice period, Builder /Promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Builder /Promoters shall, after deducting an amount equal to ____% of the total consideration payable hereunder, refund to the Allottee the balance of the sale price which the Allottee may have till then paid to the Builder/Promoters without any interest on the amount so refundable within a period of thirty days of the termination, the installments of sale consideration of the said Apartment which may

till then have been paid by the Allottee to the Promoters. And upon termination of this Agreement, pending refund of the amount as aforesaid, the Builder/Promoters shall be at liberty to dispose-off and to sell the said Flat/Shop to such person or persons at such price and on such conditions as the Builder /Promoter may desire and think fit in their absolute discretion and the Allottee shall have no objection for the same.

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 Builder /Promoter's choice in the said building.

6. The Builder /Promoter shall give possession of the Flat/Shop to the Allottee on or before_____. If the Promoter fails or neglects to give possession of the Flat/Shop/Office to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Builder/Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Flat/Shop/Office with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Builder /Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that the Builder/ Promoter shall be entitled to reasonable extension of time for giving delivery of Flat/Shop on the aforesaid date, if the completion of building in which the Flat/Shop is to be situated is delayed on account of –

- (i) war, civil commotion or act of God ;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- (iii) Circumstances Beyond the control of Promoter.

7.1 Procedure for taking possession - The Builder /Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Flat/Shop], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Builder

/Promoter shall give possession of the [Flat/Shop] to the Allottee. The Builder /Promoter agree and undertake to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Builder /Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Builder /Promoter or association of allottees, as the case may be. The Builder /Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee shall take possession of the Flat/Shop within 15 days of the written notice from the Builder /Promoter to the Allottee intimating that the said Flat/Shop are ready for use and occupancy of Allottee to take Possession of [Flat/Shop] Upon receiving a written intimation from the Builder /Promoter as per clause.

7.3 Failure of Allottee to take Possession of Said Flat/Shop, Upon receiving a written intimation from Builder /Promoter, the Allottee shall take possession of the Said Flat/Shop from the Builder /Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Builder /Promoter shall give possession of the Said Flat/Shop to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the Flat/Shop to the Allottee, the Allottee brings to the notice of the Builder /Promoter any structural defect in the Flat/Shop or the building in which the Flat/Shop are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Builder /Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Builder/Promoter, compensation for such defect in the manner as provided under the Act.

8. The Allottee shall use the Said Flat/Shop or any part thereof or permit the same to be used only for purpose of residence/commercial. He/she/they shall use the garage or parking space only for purpose of keeping or parking vehicle. The Allottee agrees not to change the user of the said Flat/shop without prior consent in writing of the Builder /Promoter and any unauthorized change of user by the Allottee shall render this Agreement voidable at the option of the Builder /Promoter and the Allottee in that event shall not be entitled to any right arising out of this Agreement

9. The Allottee along with other Allottee(s) of Flat/Shop 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 Builder /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 byelaws of the proposed Society and duly fill in, sign and return to the Builder /Promoter within seven days of the same being forwarded by the Builder /Promoter to the Allottee, so as to enable the Builder /Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee 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 Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 The Builder /Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Builder/Promoter and/or the owners in the said structure of the Building or wing in which the said Flat/Shop is situated.

9.2 The Builder /Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited

Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/OriginalOwner/Builder/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.3 Within 15 days after notice in writing is given by the Builder /Promoter to the Allottee that the Flat/Shop is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat/Shop) of outgoings in respect of the project land and Building/s namely 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 project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Builder /Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. _____/- per month towards the outgoings. The amounts so paid by the Allottee to the Builder /Promoter shall not carry any interest and remain with the Builder /Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Builder /Promoter to the Society or the Limited Company, as the case may be.

10. The Allottee shall on or before delivery of possession of the said Flat/Shop keep deposited with the Promoter/Builder, the following amounts:-

(i) Rs. _____/- for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body. (

ii) Rs. _____/- for formation and registration of the Society or Limited Company/Federation/ Apex body.

(iii) Rs. _____/- for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body

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

(v) Rs. _____/- For Deposit towards Water, Electric, and other utility and services connection charges

(vi) Rs. _____/- for deposits of electrical receiving and Sub Station provided in Layout

11. The Allottee shall pay to the Builder /Promoter a sum of Rs. _____ /-. for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Builder /Promoter in connection with formation of the said Society 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 Allottee shall pay to the Builder /Promoter, the Allottee'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 Allottee shall pay to the Builder /Promoter, the Allottees' 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. REPRESENTATIONS AND WARRANTIES OF THE BUILDER /PROMOTER

The Builder /Promoter hereby represent and warrants to the Allottee as follows:

- i. The Builder /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 Builder /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 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 Builder /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 created herein, may prejudicially be affected;

vii. The Builder /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/Shop] which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Builder /Promoter confirm that the Builder /Promoter are not restricted in any manner whatsoever from selling the said [Flat/Shop] to the Allottee in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Builder /Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

x. The Builder /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;

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Builder /Promoter in respect of the project land and/or the Project except those disclosed in the title report.

14. The Allottee/s or himself/themselves with intention to bring all persons into whose hands the Flat/Shop may come, hereby covenants with the Builder /Promoter as follows :-

i. To maintain the Flat/Shop at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Flat/Shop is taken and shall not do or suffer to be

done anything in or to the building in which the Flat/Shop 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/Shop is situated and the Flat/Shop itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Flat/Shop any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat/Shop 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 is situated, including entrances of the building in which the Flat/Shop is situated and in case any damage is caused to the building in which the Flat/Shop is situated or the Flat/Shop on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

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

iv. Not to demolish or cause to be demolished the Flat/Shop or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat/Shop or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat/Shop is situated and shall keep the portion, sewers, drains and pipes in the Flat/Shop

and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat/Shop is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat/Shop without the prior written permission of the Builder /Promoter and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat/Shop is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat/Shop in the compound or any portion of the project land and the building in which the Flat/Shop is situated.

vii. Pay to the Builder/Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat/Shop is situated.

viii. 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 Flat/Shop by the Allottee for any purposes other than for purpose for which it is sold.

ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat/Shop until all the dues payable by the Allottee to the Builder /Promoter under this Agreement are fully paid up.

x. The Allottee 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 thereof that may be made from time to time for protection and maintenance of the said building and the Flat/Shop therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Flat/Shop in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

xi. Till a conveyance of the structure of the building in which Flat/Shop is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Builder /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. Till a conveyance of the project land on which the building in which Flat/Shop is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Builder /Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

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

16. At Present the Builder /Promoter is constructing as per the Development permission **Ground + Stilt + 5 upper) floors**. The Builder /Promoter has reserved his rights to **utilize_____sq, mtr. Additional TDR/F.S.I./setback** and the Allottee have no objection for

the same and Allottee shall not raise any objection for the same in future.

17. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat/Shop or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Flat/Shop hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Builder /Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

18. MORTGAGE

18.1 The Allottee/s hereby grant/s his/her/their irrevocable consent to the Builder/Promoter mortgaging the said Property with the said Building and/or said Land being constructed thereon, to enable the Builder/Promoter to augment the funds for the development of the said Land. The Promoter shall clear the mortgage debt of the said Building and/or said Land/ in all respects before the execution of Transfer Deed of Apex Body in the manner provided in this Agreement.

18.2 After the Builder/Promoter executes this Agreement, it shall not mortgage or create a charge on the said Flat/Shop and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such said Flat/Shop.

18.3 Notwithstanding anything contrary contained herein or in any other letter, no objection, permission, deeds, documents and writings (whether executed now or in future by Promoter/Builder) and notwithstanding the Promoter/Builder giving any no objection/permission for mortgaging the said Flat/Shop or creating any charge or lien on the said Flat and notwithstanding the

mortgages/charges/lien of or on the said Flat/Shop, the Builder/Promoter shall have first and exclusive charge on the said Flat and all the right, title and interest of the Allottee/s under this Agreement for recovery of any amount due and payable by the Allottee/s to Builder /Promoter under this Agreement.

19. **HOARDINGS AND SIGN BOARDS**

It is expressly agreed that the Builder/Promoter shall have an irrevocable right and be entitled to put a hoarding on **“QUEENS TOWER”** or any parts of including on the terrace and/or on the parapet wall and such hoardings may be illuminated or comprising of neon sign and for that purpose, the Builder/Promoter are fully authorized to allow temporary or permanent construction or erection for installation either on the exterior of the Building or on **“QUEENS TOWER”** as the case may be and further the Builder/Promoter shall be entitled to use and allow third parties to use any part of the Building/ **“QUEENS TOWER ”** for installation of cables, satellite, communication equipment, cellular telephone equipment, radio turnkey equipment, wireless equipment and all other equipment etc. The Allottee/s agree(s) not to object or dispute the same so long as the same does not affect the said Flat/Shop. It is further expressly agreed that the Builder/Promoter shall have an irrevocable right and be entitled to receive, recover, retain and appropriate all the rents, profits and other compensation including any increase thereof and the Allottee/s / Society/Apex Body shall not have any right or be entitled to any of the rents, profits and other compensation including any increase thereof or any part thereof. All the rents, profits and other compensation including any increase thereof shall solely and absolutely belong to the Builder/Promoter.

20. **TRANSFER**

The Allottee/s shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the said Flat or dispose of or alienate otherwise howsoever, the said Flat/Shop and/or its

rights, entitlements and obligations under this Agreement to any third party or otherwise, until all the dues, taxes, deposits, cesses, Sale Consideration and all other amounts payable by the Allottee/s to the Builder/Promoter under this Agreement, are fully and finally paid together with applicable interest thereon, if any. In the event the Allottee/s is/are desirous of transferring the said Flat/Shop and/or his/her/their rights under this Agreement, then the Allottee/s shall be required to obtain prior written consent of the Builder/Promoter, which consent shall be given by the Builder/Promoter, subject to such terms and conditions as the Builder/Promoter may deem fit and proper.

21. MAINTENANCE CONTRACT

The Promoter/Builder shall have the right to enter into contract with any third party/agency for the purpose of maintenance and upkeep of the said Building **“QUEENS TOWER”** such decision shall be final and binding until the conveyance/transfer of superstructure of buildings, is done in favour of the Society. Thereafter, the Society will undertake to maintain the said Building and every part thereof in the manner as it was handed over save and except normal wear and tear of the property and the Society shall create and maintain a sinking fund for the purpose of such maintenance.

22. PROJECT

22.1 The name of Building to be constructed on portion of said Land along with Common Areas and Amenities of said building shall always be **“QUEENS TOWER”** or such other name as may be confirmed by the Promoter and this name shall not be changed without the written permission of the Promoter/Builder.

22.2 It is expressly agreed that the said Flat/Shop contains specifications, fixtures, fittings and amenities of Promoter/Builder's choice and the Allottee/s confirm/s that the Promoter shall not be liable to provide any other specifications, fixtures, fittings and amenities in the said Flat/Shop .

22.3 It is agreed that the said Flat shall be of RCC with normal brick with cement plaster only.

23. USAGE

The Allottee/s shall use the said Flat only for residential purpose and not for any commercial or other activity. The Allottee/s shall use the attached Balcony and Usable Area for lawful purpose. The Allottee/s shall use the Parking Space/s, if allotted, only for the purpose of keeping or parking of the Allottee's own vehicle.

24. WAIVER

24.1 No forbearance, indulgence or relaxation or inaction by the Promoter at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice its rights to require performance of that provision and any waiver or acquiescence by them of any breach of any of the provisions of these presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

24.2 Any delay tolerated or indulgence shown by the Builder/Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee/s by the Builder/Promoter shall not be construed as a waiver on the part of the Builder/Promoter 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 the Promoter.

25. RIGHTS IN THE SAID FLAT/SHOP AND COMMON AREA

25.1 It is expressly agreed that the right of the Allottee/s under this Agreement or otherwise shall always be restricted to the said Flat/Shop only, and such right will accrue to the Allottee/s only on the Allottee/s making payment of all the amounts including the Sale

Consideration to the Builder/Promoter strictly in accordance with this Agreement and only on the Allottee/s performing and complying with other terms, conditions, covenants, obligations, undertakings etc. hereof.

25.2 All other unsold flats/Shop, vehicle parking, portion or portions of the said Building including Common Areas and Amenities of the said building shall always be the sole and absolute property of the Promoter/Builder till that time of the said Building is transferred to the Society. The Allottee/s hereby confirm/s and consent/s to the irrevocable, absolute and unfettered right of the Promoter/Builder to develop, redevelop, sub-develop and/or assign their rights, give on lease, sub-lease, and/or deal with and dispose-off all other unsold flats/shops and vehicle parks and portion or portions of the said Building, in the manner deemed fit by the Promoter without any consent or concurrence of the Allottee/s or any other person. The Allottee/s are aware that recreational facilities, which may be made available for the use and enjoyment of the Allottee/s shall also be available to the holders of various flat/shops in the said Building,

26. Voluntary Cancellation By ALLOTTEE/S In the event, the Allottee/s desire/s to cancel the allotment of said Flat/shop for any reason whatsoever, then Promoter/Builder shall be entitled to forfeit the amounts equivalent to 10% (ten per cent) of the Sale Consideration and the Allottee/s shall not be entitled to such amount paid by him/her/them/it to the Promoter/Builder. The Allottee (s) shall also have to bear and pay to the Promoter/Builder, at the time of cancellation, the brokerage charges (if the said Flat/Shop is purchased through the broker) which brokerage shall have been already paid by the Promoter/Builder to the broker for sale of the said Flat/Shop to the Allottee/s. The Promoter/Builder shall not be liable to refund Service Tax, VAT, GST and all other taxes paid or payable on this Agreement and/or on the Sale Consideration and/or interest and/or otherwise. It is agreed by and between the parties that all the amounts due and payable by the

Allottee/s, as specified hereinabove, shall be deducted from the amount received by the Promoter/Builder from the Allottee (s) till the time of such cancellation. The Builder/Promoter shall return the balance amount from the Sale Consideration (if any) to the Allottee(s) within 30 (thirty) days from the date of such cancellation.

27. VEHICLE PARKING SPACE/S, BALCONY AND USABLE AREA

27.1 The Allottee/s is/are aware that the said Parking Space/s, Balcony and Usable Area are provided by the Promoter/Builder to the Allottee/s without consideration. However, the Allottee/s will be bound to abide by the rules and regulations as may be framed in regard to the Parking Space/s by the Promoter/Builder and/or the Society to be formed by all the Allottees of flats/shops in the respective building/wings that shall be constructed on the said Land and the Adjoining Projects and shall pay such outgoings in respect of the Parking Space/s, Balcony and Usable Area as may be levied by such Society/Apex Body to be formed by them.

27.2 The Allottee/s shall be entitled to exclusively use, occupy and enjoy the said Parking Space/s, Balcony and Usable Area in any manner permissible under the rules and regulations of the concerned local authority and as may be framed by the Society/Apex Body. It is clarified that any balcony attached to a flat in said building will be for the exclusive use of such occupant/owner of the Flat.

27.3 The Allottee/s herein agree/s and confirm/s that Vehicle Parking Space/s shall be used for parking of the vehicles only and Balcony as well as Usable Area shall be used for lawful purpose and for no other purpose and that no alteration and/or modification and /or construction of any nature shall be carried out in the Vehicle Parking Space/s, Balcony and in the Usable Area.

27.4 The Allottee/s herein agrees and confirms that he/she/they shall not raise any objection to the designations/selections of

vehicle parking spaces done/to be done by the Builder/Promoter for other Allottee/s and accepts the designation of the Vehicle Parking Space/s allotted to the Allottee/s herein.

28. The Allottee/s further agree/s, undertake/s and covenant/s that while making the payment of installments of Sale Consideration ("Installments"), the Allottee/s shall deduct TDS (presently at the rate of 1% of the amount paid) as may be applicable from time to time. The Allottee/s after making payment of each installment, on or before 7th day of next month, shall file required forms with the Income Tax Authority in the prescribed format and on or before 22nd day the month on which respective form/s is/are filed and shall furnish challan to the Builder/Promoter.

29. The Allottee/s is/are aware that the time to make the payment of Installments and all other taxes as mentioned in above is the essence of contract and in event of delay on part of the Allottee/s to make the payment of any of the Installment and/or any other tax, then without prejudice to right of the Promoter to cancel and terminate this Agreement, the Allottee/s shall be liable to pay interest at the Interest Rate to the Promoter/Builder on all delayed payments from the due date till the date of realization thereof.

30. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter/Builder does not create a binding obligation on the part of the Builder /Promoter or the Allottee until, firstly, the Allottee 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 Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Builder /Promoter. If the Allottee(s) fails to execute and deliver to the Builder /Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and

when intimated by the Builder/Promoter, then the Builder /Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee inconnection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

31. 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, as the case may be.

32. RIGHT TO AMEND

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

33. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Flat/Shop], in case of a transfer, as the said obligations go along with the [Flat/Shop] for all intents and purposes.

34. SEVERABILITY

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.

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

Wherever in this Agreement it is stipulated that the Allottee has 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/Shop] to the total carpet area of all the [Flat/Shop] in the Project.

36. 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.

37. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Builder /Promoter through its authorized signatory at the Builder /Promoter's Office, or at some other place, which may be mutually agreed between the Builder /Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the Builder /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.

38. The Allottee and/or Builder /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 Builder /Promoter will attend such office and admit execution thereof.

39. That all notices to be served on the Allottee and the Builder /Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Builder /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.MUNISH GROUP OF COMPANIES

having its registered office at Munish Petals, Indralok Phase III.
Near MBMC Ground Bhayender (E), Tal & Dist. Thane

Notified Email ID: wasimkhan506@gmail.com

It shall be the duty of the Allottee and the Builder /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, as the case may be.

40. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Builder /Promoter to the Allottee 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 Allottees.

41. STAMP DUTY AND REGISTRATION

The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee.

42. 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.

43. 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 Vasai courts will have the jurisdiction for this Agreement.

44. LEGAL ADVICE

The Allottee/s hereby declares that he/she/they has/have gone through this Agreement and all the documents related to the said Building and has / have expressly understood the contents, terms and conditions of the same and the Allottee/s after being fully satisfied has / have entered into this Agreement and further agrees not to raise any objection in regard to the same.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Nalasopara / Vasai in the presence of attesting witness, signing as such on the day first above written.

THE FIRST SCHEDULE ABOVE REFERRED TO

[Description of the said land]

All that piece and parcel of freehold non-agriculture land admeasuring 0-16-0 H. R. forming part of Survey No 258 (Old 378) Hissa No. 1 area admeasuring 0-73-10 H. R. assessed at Rs. 731.00 situated at Village – Achole, Taluka – Vasai, District – Palghar within the Registration of Sub-Registrar of Vasai, Dist. – Palghar within the limit of Vasai Virar City Municipal Corporation.

THE SECOND SCHEDULE ABOVE REFERRED TO

[Description of the said Premises]

ALL THAT self-contained Residential Flat/Shop No. _____on the _____ floor, area admeasuring _____ sq. mtr. (carpet) in the building No. **02**, in Building known as **“QUEENS TOWER ”** situatedat Village- Achole Tal- Vasai, District - Palghar bearing survey No. 258 (Old 378) Hissa No. 1 area admeasuring 0-16-0 H. R. out of total area admeasuring 0-73-10 H. R. assessed at Rs. 731.00 situated at Village – Achole Taluka – Vasai, District – Palghar within the Registration of Sub-Registrar of Vasai, Dist. – Palghar within the limit of Vasai Virar City Municipal Corporation.

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

SIGNED SEALED AND DELIVERED

by the within named “THE BUILDERS”

M/S.MUNISH GROUP OF COMPANIES

through its Proprietor

MR. WASIM SHAMIM KHAN

IN PRESENCE OF ...

1.

2.

SIGNED SEALED AND DELIVERED

by the within named “THE CONFIRMING PARTY”

1) MR. PANDURANG SITARAM JADHAV

2) MR. DASHRATH SITARAM JADHAV,

3) MR. BABAN SITARAM JADAV,

4) MR. GANESH SHANKAR JADHAV,

5) MR. RAJU SHANKAR JADHAV,

6) MRS. VASANTI SHANKAR JADHAV,

7) MRS. LAXMIBAI SHANKAR JADHAV,

8) MRS. ANUSAYA SHANKAR JADHAV,

9) MR. VINOD ATMARAM JADHAV,

10) MR. VIJAY ATMARAM JADHAV,

11) MR. SANTOSH ATMARAM JADHAV,

12) MR. RAJESH ATMARAM JADHAV,

through their Power of Attorney Holder

M/S.MUNISH GROUP OF COMPANIES

through its Proprietor

MR. WASIM SHAMIM KHAN

IN PRESENCE OF ...

1.

2.

SIGNED SEALED AND DELIVERED)

by the within named “ALLOTTEE/S”)

Mr/Mrs_____)

Mr/Mrs_____)

IN PRESENCE OF ...

1.

2.

RECEIPT

RECEIVED the day and the year first hereinafter written of and from the within named ALLOTTEE/s, the sum of Rs. _____/-
(Rupees _____
_____ only) as and by way of earnest money/ part payment / full payment paid by him /her / them to us, vide cheque.

Sr.	Date	Bank	Cheque No.	Amount

WE SAY RECEIVED

M/S.MUNISH GROUP OF COMPANIES
through its Proprietor
MR. WASIM SHAMIM KHAN

ANNEXURE –A – 7/12 Extract of non-agriculture land admeasuring 0-16-0 H. R. forming part of Survey No 258 (Old 378) Hissa No. 1 area admeasuring 0-73-10 H. R. assessed at Rs. 731.00 situated at Village – Achole, Taluka – Vasai, District – Palghar

ANNEXURE –B - N. A. order bearing No. REV/DESK-I/T9/NAP/ACHOLE-VASAI/SR – (26/2014/02/2017 issued by Collector Palghar.

ANNEXURE – C - commencement certificate No. VVCMC/TP/CC/VP-5575/178/2019-20(“CC”) dated 11/10/2019

ANNEXURE – D - Title certificate issued by Advocate TUSHAR R. PATIL dated 20/10/2018.

ANNEXURE – E - Registration certificate bearing _____ on _____ issued by Real Estate Regulatory Authority.

ANNEXURE – F – The authenticated copies of the plans of the Layout as approved by the concerned Local Authority.

ANNEXURE – G– The authenticated copies of the plans of the Layout (Blue Print) as proposed by the Builder/Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project.

ANNEXTURE – H - Authenticated copies of the plans (Floor Plan) and specifications of the said flat agreed to be purchased by the Allottee as approved by the concerned local authority

