

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Thane, on this _____ day of _____, BY AND BETWEEN **M/S. ANANT SQUARE**, an association of Person (AOP) PAN: AABAA9096N having address at Green Square, Behind Batata Compound, Opp Sanghavi Hills, Near Suraj water Park, Village Kavesar, Ghodbandar Road, Thane (W)., through its Partners 1)SHRI _____, Adult, Occu-Business and 2)SHRI _____, Adult, Occu-Business hereinafter referred to as the '**PROMOTERS**' (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include its existing partner/s, last surviving partner/s, successor in title, executors, administrators and assigns etc.) of the **ONE PART**;

AND

SHRI/SMT/MESSERS _____

_____ Age- _____,

Occupation: _____, PAN no: _____,

residing at _____

hereinafter referred to as the '**ALLOTTEE/S**', (which expression shall unless it repugnant to the context or meaning thereof shall be deem to mean and include his/her/their respective heirs, executors, administrators and assigns etc.) of the **OTHER PART**;

WHEREAS the Promoters herein is a joint venture of one M/s Anant Estate Partnership Firm having address at 8, Mahajan Apartment, Veer Savarkar Marg, Naupada, Thane(w)- 400 602, (herein after referred to as **SAID M/s ANANT**) and M/s Square Feet Buildcon a partnership Firm now registered as a Limited Liability Partnership under Limited Liability Partnership Act, 2008 known as Squarefeet Land Developers LLP, having address at Grand Square, Flat No.A1/104, Behind Bhakti Park Complex, Village Borivade, Anand Nagar, Ghodbunder Road, Thane (W)- 400 607, (herein after referred to as the **SAID SQUAREFEET**) which joint venture is formed and constituted under agreement for joint venture dated 1/02/2011, inter-alia for the purpose of joint development of the larger property described herein below as the Promoter under the Maharashtra Ownership of Flat Act, (hereinafter referred to as the MOFA) and or such other applicable laws and rules.

AND WHEREAS at the relevant time one Shri Vishnu Govind Madhavi, (since deceased hereinafter referred to as the said deceased Vishnu) was in possession and in cultivation as protected tenant under the provisions of Bombay Tenancy and Agricultural Land Act (herein after referred to as the BT & AL Act) of all that piece and parcel of agricultural plot land bearing **Survey No. 2, Hissa no.33, admeasuring 0H-41R-0P equivalent to 4100 sq. meters** lying, being and situate at village Vadavli, Taluka and District Thane within the limits of Thane Municipal Corporation, hereinafter referred to as the '**SAID FIRST LAND**' Which said first land is more particularly described in the **Schedule I** hereunder written and said first land is also shown by green color hatch line in the plan annexed herewith and marked as **ANNEXURE - A** hereunder written.

AND WHEREAS said deceased Vishnu, per the provisions of BT & AL Act become tenant purchaser of the said first land by operation of law. During his lifetime his name was duly recorded as tenant in revenue records. After his demise, being his legal heir, name of Shri. Bhagwan V. Madhavi came to be recorded as his successor in respect of the said first land by virtue of certification mutation entry no.706, certified on 27/10/67. Thereafter said Bhagwan came to be declared as tenant purchaser in 32 G proceedings by Tahsildar and ALT vide order dated 18/09/2006, pursuant to which mutation entry no.667 came to be certified on 29/9/2006. After payment of purchase price of Rs. 537/- , said ALT, Thane issued 32M certificate No.LSP/I/III/P-177/CN/25. Pursuant to said 32M certificate mutation entry no.673, came to be recorded and certified and thus said Bhagwan became absolute holder under BT & AL Act of the Said First Land subject to the provisions of Sec. 43 of BT & AL Act. After demised of said Vishnu, said Bhagwan was in possession of said first land and was cultivating the same with the help of his family members. Said Shri Bhagwan and his wife Bayabai at the relevant time vide registered development agreement dated 21/06/95, registered under Sr. No.5564/95 on 21/6/95, together with Power of Attorney of even date which was also registered at Sr. No.126/95, granted and assigned development rights to one M/s Ria Estates & Investments Pvt. Ltd., a company incorporated under the companies act (hereinafter referred to as 'SAID M/s RIA'). During the passage of time, dispute arose by and between Said Ria and Said Bhagwan and his family members as a result of which Said Ria filed Special Civil Suit No.713/2008, against said Bhagwan and his family members. In the said suit said Ria as a Plaintiff and said Bhagwan and other family members who were described in the said suit as Defendant No.1 to 5, filed consent terms on 30/4/2010. Vide said consent terms Said Bhagwan and his family members agreed and confirmed said development agreement dated 21/06/1995 and said Power of Attorney and gave irrevocable consent in favour of said Ria, inter-alia, to undertake development work by said Ria in partnership with said M/s. Anant and also agreed to obtain permission under sec. 43 of BT & AL Act, inter-alia, for sale and/or development of said first land and for handing over vacant, legal possession of the said first land by obtaining the said sale permission to & in favour of said M/s Anant. Said Bhagwan and other defendants also agreed to execute requisite development agreement in favour of M/s Anant after obtaining sale permission under sec. 43 of BT & AL Act.

AND WHEREAS said first land was coming within the Urban Land Ceiling Act (herein after referred to as the ULC Act). In the circumstances, said Bhagwan obtained exemption order dated 14/9/07, bearing no.ULC/TA/ATP/WSHS-20/SR-1823, from the concerned competent authority under section 20 of ULC Act in respect of the said first

land as well as other properties of said Bhagwan as mentioned in the said order. Copy of the said order is annexed herewith and marked as **ANNEXURE - B**. As per the said consent terms said Bhagwan and other Defendants agreed to take all further steps pursuant to said exemption order, inter-alia, for its revalidation.

AND WHEREAS pursuant to said consent terms and as directed thereby on behalf of the said Bhagwan and other Defendants, an application under sec.43 of BT & AL Act was preferred to SDO Thane, on 6/7/2010. The SDO Thane vide order dated 4/8/2010, bearing no.TD/T-6/KV/VP/SR92/2010, granted sale permission under sec.43, inter-alia, for development of the said first land, the copy whereof is annexed herewith and marked as **ANNEXURE - C**. Thereafter vide registered Development Agreement dated 12/8/2010, registered under Sr. No.TNN5-08806-2010, said Bhagwan and other family members with confirmation of said Ria granted development rights in favour of said M/s Anant in compliance of said consent terms and for consideration and upon terms and conditions more particularly stated therein. The copy of Index II of said Development Agreement is annexed herewith and marked as **ANNEXURE - D**. Pursuant to said Development Agreement said M/s Anant was placed in absolute, vacant, physical and legal possession of the said first land with all and absolute rights of development thereof in amalgamation with other properties and by utilization of all potential development benefits thereof by way of FSI, TDR, DR etc. Pursuant to said Development Agreement said Bhagwan and other family members i.e. other Defendants of the said suit executed registered Power of Attorney in favour of nominated partners of M/s Anant, which Power of Attorney is duly registered under Sr. No.730/10 on 12/08/2010.

AND WHEREAS the consideration payable to the said Bhagwan & others pursuant to said Consent Terms and Development Agreement dated 12/08/2010, has been fully and completely paid to Said Bhagwan and others and as such rights acquired by said M/s Anant upon said first land of development have become absolute and irrevocable.

AND WHEREAS pursuant to acquisition of rights of development upon the said first land, Said M/s Anant through its partner made an application dated 2/8/2012, to the concerned ULC authority, inter-alia, seeking revalidation/revised exemption under sec.20 of ULC Act. Pursuant to said application the additional collector and competent authority Thane Urban Agglomeration, granted revised exemptions vide order/corrigendum bearing no.ULC/TA/ATP/W.S.H.S.-20/Corrigendum/SR1823 dated 30/1/2013, pertaining to said first land upon revised terms and schedule as stated in the said order, the copy whereof is annexed herewith and marked as **ANNEXURE - E**.

AND WHEREAS at the relevant time, one Shri Damu Balu Shinge (since deceased, hereinafter referred to as '**said Damu**') was the protected tenant under BT & AL Act and in that capacity was in possession and cultivation of all that piece and parcel of agricultural plot of land lying, being and situate at village Vadavali, Taluka and District Thane now within the limits of the Municipal Corporation for the City of Thane bearing Survey No.4, Hissa no.1, admeasuring 0-45-0 HRP, Survey No.4, Hissa no.2, admeasuring 0-03-0 HRP, Survey No. 107, Hissa no.1[A] admeasuring 0-40-3 HRP, Survey No.2, Hissa no.19, admeasuring 0-41-5 HRP; which four plots of land are hereinafter referred to as '**SAID LARGER SECOND LAND**'. The deceased Damu during his life time came to be declared as a tenant purchaser vide Order dated 17th December, 1972 and accordingly the Mutation Entry No.641 and 642 were certified in the revenue records and thereby the name of deceased Damu came to be recorded in the 'Holder's column of the 7/12 extract in respect of the said larger second land. The said Damu expired intestate on 19th August, 2011 and was survived by his son Shri Namdev Shinge, two daughters by name Kamlibai N. Patil, Kantibai P. Patil and Thamabai & as his widow.

AND WHEREAS vide Mutation Entry no.904 the name of said Namdev came to be recorded in the Holder's column in place of deceased Damu and the name of daughters came to be recorded in 'Other Right's column.

AND WHEREAS said Namdeo, Thamabai, Kamlabai and Katibai in the year 1994, agreed to grant development rights of the said larger second land to one M/s Cyma but subsequently there arose dispute by and between them. In mean time said Smt. Thamabai expired. Thereafter said Namdev and other family members as well as the said Kamlabai and Kantibai approached Shri. Dhiraj Dedhia, who is one of the partner of M/s Anant Estate and agreed to sell, transfer the said larger second land to said Shri Dhiraj Dedhia by obtaining permission under section 43 of Bt & Al Act and for such transfer said Cyma also consented, thereafter an application was preferred on 14th July, 2010 to the Sub Divisional Officer, Thane inter-alia for sale permission under said section 43 of BT & AL Act. The Sub Divisional Officer, Thane, vide Order dated 20th August, 2010 bearing no TD/T6/KV/Thane/VP/SR-99/2010 granted the sale permission, inter-alia, for sale and transfer of the said larger second land to and in favour of said Dhiraj Popatlal Dedhia, subject to the terms and conditions as mentioned in the said sale permission. A copy of the said sale permission dated 20th August, 2010 is annexed herewith and marked as **ANNEXURE-F**. Pursuant to the said sale

permission said Namdev Shinge and others executed registered Sale Deed dated 26th August 2010 registered under serial no. TNN5-09285-2010, in favour of said Shri Dhiraj Popatlal Dedhia/Shah and thereby sold, conveyed and transferred the said larger second land to and in favour of said Dhiraj P. Dedhia/Shah for a consideration and upon the terms and conditions more particularly stated therein Said M/s Cyma was also joined as confirming party to the said Sale Deed. A copy of the Index II of said sale deed is annexed herewith and marked as **ANNEXURE - G**. Pursuant to the said registered sale deed, the said Dhiraj P. Dedhia acquired vacant, physical and legal possession of the said larger second land and since then is holding the same as the absolute and exclusive owner thereof. Pursuant to the said registered sale deed the name of said Mr Dhiraj P Dedhia/Shah came to be mutated in the revenue records by the revenue authorities and particularly in the Holders column of the 7/12 extract in respect of the said larger second land. After execution of said Sale Deed dated 26/08/2010, one of the signatory thereof Smt.Kantibai Patil disputed the said Sale Deed and Power of attorney by filing Special Civil Suit No.188/2011. Said Smt. Kantibai Patil however filed Consent Terms on 16/03/2012 and thereby confirmed and admitted execution of the said Sale Deed and Power of Attorney and unconditionally withdraw and abandon the claim. Thus the said suit came to be disposed of in accordance with said Consent Terms. Under the said Consent Terms said Smt. Katibai Patil was paid additional consideration as stated therein. Said additional consideration was received and realized by said Smt. Kantibai fully and finally.

AND WHEREAS out of the said larger second land, the Survey no.**2**, Hissa no.**19**, admeasuring **0-41-5** HRP equivalent to **4150 sq. meters** is situated in the neighborhood of the said first land. The said survey no.2 Hissa no.19 is more particularly described in the **SCHEDULE-II** hereunder written and is hereinafter referred to as the '**SAID SECOND LAND**' which said second land is shown by blue color hatch line in the plan annexed herewith and marked as ANNEXURE – A. As stated above, the said Dhiraj Dedhia/Shah is a partner of said Anant and as such at the relevant time said Dhiraj Dedhia/Shah purchased and acquired the said larger second land for the benefit of his partnership firm i.e. Anant and as such for the development thereof in amalgamation with the said first land. In fact the consideration paid to said Shri Namdev and Others under the said Sale Deed dated 26/08/2010 was also paid from the account of said Anant Partnership firm. As per the agreement for joint venture dated 01/02/2011, mentioned in Clause I above said Dhiraj Dedhia in the capacity of partner of Anant, agreed to put said second land in joint venture development of the promoters herein. Since the said second land and said first land as aforesaid are contiguous plots

of land, their development in amalgamation with each other was legally permissible under the relevant DC rules and regulations of the said Corporation. In the circumstances, the promoters herein acquired right of development under joint venture of the said second land also.

AND WHEREAS at the relevant time, one Shri Mahadev Govind Shinge acquired title under Section 32G and 32M under the BT & AL Act in, over and upon all that piece and parcel of plot of land lying being and situate at village Vadavali, Taluka and District Thane within the limits of Municipal Corporation for the city of Thane bearing survey no.2, Hissa no.28 admeasuring **0-31-3** HRP equivalent to 3130 sq. meters, which is more particularly described in **SCHEDULE-III** hereunder written, and hereinafter referred to as '**SAID THIRD LAND**' which said third land is more particularly shown by brown color hatch line in the plan annexed herewith and marked as ANNEXURE – A;

AND WHEREAS said Mahadev Shinge expired on 16th October, 1989 leaving behind him Smt. Sundarabai M Shinge and others as the only legal heirs and successors to succeed to the said third land as per the law of Succession by which said deceased Mahadev Shinge was governed at the time of his death. Vide Mutation Entry no.290 the name of said legal heirs came to be mutated in the records of right. At the relevant time, said legal heirs of Shri Mahadev Shinge i.e. Shri Kamlakar Shinge and others executed one registered Agreement for sale dated 31st December, 2009 in favour of said Shri Dhiraj Popalal Dedhia/Shah, and there under agreed to sale and transfer the Said Third Land for the consideration and upon the terms and conditions more particularly stated in the said agreement, which was duly registered under SR. No. TNN5-00540-2010, on 15/01/2010. Pursuant to the said registered agreement for sale said Kamlakar Shinge and others also executed a registered power of Attorney dated 15/01/2010 in favour of Shri Dhiraj Popatlal Dedhia/Shah, which also was registered under Serial no.60/10 and there under conferred upon him all and several powers including the power to obtain sale permission and other permissions pertaining to the Said Third Land. Pursuant to the said agreement and power of attorney, said Dhiraj Popatlal Dedhia/Shah paid the agreed consideration to said Kamlakar Shinge and others. Since the said third land was acquired under the BT & AL Act, before completing the sale contemplated under the said registered agreement for sale, permission under Section 43 of the BT & AL Act was required to be obtained. Under such circumstances an application was preferred to the Sub Divisional Officer, Thane, inter-alia, for the said permission. The said Sub Divisional Officer Thane vide Order dated 19th April, 2010 bearing no. TD/T6/KV/VP/SR-458/2009, granted the sale permission pertaining to the said third

land to said Shri Kamlakar M. Shinge and others and thereby permitted to sell the said third land to said Shri Dhiraj Dedhia/Shah, subject to the terms and conditions mentioned in the said sale permission. A copy of the said sale permission dated 19th April, 2010 is annexed herewith and marked as **ANNEXURE - H**. Pursuant to said sale permission and in part performance of the said registered agreement, said Kamlakar Shinge and Others executed a registered sale deed dated 6th May, 2010 registered under Sr. No. TNN5- 04978-2010, in favour of said Shri Dhiraj Dedhia/Shah and thereby sold, conveyed and transferred the said third land to said Dhiraj Dedhia/Shah, the copy of the Index II of sale deed is annexed hereto and marked as **ANNEXURE - I**. As mentioned in the said Sale Deed dated 6th May, 2010, said Shri. Dhiraj Dedhia/Shah paid the agreed consideration to said Kamlakar Shinge and Others and accordingly said Dhiraj Dedha/Shah acquired physical, vacant and legal possession of said third land. Pursuant to said registered sale deed, the name of said Dhiraj Dedhia/Shah came to be recorded in the Holder's column vide Mutation Entry no.1062 certified in the revenue record on 28/05/2010. The said Shri Dhiraj Dedhia became absolute holder/occupant/owner of the said third land and was in legal and physical possession thereof as the owner thereof.

AND WHEREAS the said Dhiraj Dedhia as stated herein before is the partner of said Anant and has made available the said third land to said Anant for the development in partnership. The said Dhiraj Dedhia alongwith said Anant as stated in the agreement for joint venture dated 1/02/2011 referred in clause I above, agreed to put said third land also into the joint venture development of the Promoters herein and accordingly the Promoters herein acquired the rights of development in joint venture even of the said third land.

AND WHEREAS said third land is also adjacent and situated in the neighborhood of the said second land and said first land and as such all the three lands being contiguous plots of lands are capable of being developed in amalgamation with each other. The said three lands are hereinafter collectively referred to as '**SAID LARGER LAND**'. The total area of the said larger land is 11380 sq.mtrs. As stated herein before, since the said first land was already forming part of the exemption order granted under section 20 of the ULC Act, the Promoters herein approached the concern competent authorities established under the ULC Act, inter-alia, for amalgamation of said first land, into said second land and said third land. The concerned Additional Collector and competent authority, Thane Urban Agglomeration vide letter bearing no.ULC/TA/ATP/Sec.20/Amalgamation/SR-1823 dated 30th January, 2013 granted permission for

amalgamation. A copy of the said letter dated 30th January, 2013 permitting the said amalgamation is annexed herewith and marked as **ANNEXURE - J**. Thus as of today said first land, said second land and said third land are forming part of one amalgamated layout plan.

AND WHEREAS the 7/12 extracts of the said first land, said second land and said third land are annexed herewith and marked as **ANNEXURE – K, L & M** respectively.

AND WHEREAS the Promoters herein with a view to undertake joint and amalgamated lay out development of the said larger land approached the said Corporation, inter-alia, for development permission and submitted initially the plans for approval under application no. 2345 dated 15/04/2011 to the said Corporation. The Promoters initially contemplated amalgamation of said second land and said third land only and got approval to the said plans vide permission on V.P.S06/0111/11/TMC/TDD/0476/11, dated 11/10/2011, hereinafter referred to as '**SAID FIRST APPROVED PLAN**'. During the course of time even the said first land i.e. S. No. 2/33 was too amalgamated in the said approved layout dated 11/10/2011 with said second land and said third land and accordingly Promoter submitted revised plan for approval to the corporation contemplating amalgamation of said first land, said second land and said third land.

AND WHEREAS at the relevant time upon said larger land, reservation for 20 meters D.P. road was contemplated in sanctioned development plan. As per the said reservation, area admeasuring 0.47 Sq.meters out of the Said First Land, an area admeasuring 340.45 Sq. meters out of the Said Second Land and area admeasuring 1621.56 sq. meters out of the Said Third Land and thus the total area admeasuring 1962.48 was affected by the said D.P. reservation. The Promoters therefore vide registered Declaration Cum Indemnity Bond dated 19/07/2013, registered under Sr. No.TNN5-7549-2013, handed over said road affected portion admeasuring 1962.48 Sq.meters to the Corporation. Against said the road affected portion Corporation as per D.C. rules agreed to grant DR in the form of FSI to be used in the construction of proposed building to be erected by the Promoters upon said larger land. Due to said proposed D. P. road reservation there occurred natural subdivision in the contemplated amalgamated layout of the said larger land. In the circumstances while submitting the revised plan of the said larger land for approval, said larger land came to be divided into Sub Plot A, Sub Plot B and the Promoters contemplated construction of building no. A, B, C and the club house in Sub Plot A and construction of building no.D and building no. E on Sub Plot B. At the relevant time an area admeasuring 743.65 Sq. Meters out of the 20 meters D.P. reservation and area admeasuring 981.65 Sq. meters out of Survey

No.2/19 i.e. said second land was not in possession of Promoters and hence could not be considered for development potentiality. Taking into consideration aforesaid restraints the revised plan pertaining to said larger land and their aforesaid amalgamation and further sub division into Plot no. A and B was submitted. The corporations accorded its approval to the said revised plan vide V.P. No.S06/ 0111/ 11TMC/TDD/0961/13, dated 7/10/2013, herein after referred to as the '**SAID SECOND APPROVED PLAN**'. The Promoters then with a view to utilize further available balance FSI submitted third revised plan for approval to Corporation on 27/01/2014, to which approval was accorded by Corporation vide V.P. NO.S06/ 0111/11TMC/TDD/ 1122/14 dated 1/04/2014 together with commencement certificate no.001900, bearing V.P. No. S06/0111/11/TMC/TDD/1122/14 dated 1/04/2014, same hereinafter referred to as the '**SAID THIRD APPROVED PLAN**'.

AND WHEREAS thereafter Construction in accordance with the said third sanctioned plan was undertaken & plinth certificate for building no. A & B were issued by Thane Municipal Corporation vide Serial No.1082 dated 3/4/2014;

AND WHEREAS the Promoters undertook phase wise development as per the said third approved plan on said plot no. 'A' where under said buildings A, B, C and Club house are proposed to be constructed. Due to natural sub division which occurred by the existing DP Road said plot A' and B' both stands naturally sub-divided from each other. Accordingly, the development of plot A is being undertaken as a separate development project under the complex name '**Ace-Square**'. The said development is going on and Promoters have already started executing with the prospective purchasers of the said Ace-Square complex, requisite flat sale agreements.

AND WHEREAS the Promoters in the meantime also obtained requisite N.A permission from the N.A authorities i.e.N.A permission bearing no. Mahasul/K-1/T-1/NAP-Vadavali/Thane/SR-174/2011 dated 11th November, 2011 in respect of the said second land and said third land and N.A permission bearing no. Mahasul/K-1/T-1/Vadavali-NAP/SR-194/2013 dated 4th March, 2014 in respect of the said first land. The copies of the said N.A permissions are annexed herewith and collectively marked as **ANNEXURE - N**.

AND WHEREAS the Promoters with a view to undertake development activities on Said Plot B' caused the said third approved Plan to be amended by making changes in the internal layout of the flats as well as contemplating additional upper floors upon building no. D i.e. Joy Square to be situate on Said Plot B. Such revised plans were

submitted for approval and same have been approved vide VP No. S06/01/11/TMC/TDDP/TPS/ 1609/15 dated 19/12/2015. The revised Commencement Certificate is also issued vide reference no. VP No.S06/0111/11/TMC/TDD/1609/15 dated 19/12/2015. Thereafter construction as per said plan was undertaken and the plinth bearing no.1356 was issued by Thane Municipal Corporation.

AND WHEREAS said sanctioned plan dated 19/12/2015 is hereinafter referred to as the **'SAID FORTH APPROVED PLAN'**. A copy of the said forth approved plan together with the Said Revised Commencement Certificate are collectively annexed herewith and marked as **ANNEXURE - O**.

AND WHEREAS Promoters with the intention of utilizing development potentiality of said larger land purchased and acquired TDR with an intention to load and utilize the same in the intended development of said larger land and accordingly got executed from the Vendors of the said TDR requisite registered transfer document and submitted Revised plan to the Said Corporation under VP no.S06/0111/11/TMC/TDD/2171/17. The said corporation accorded its approval to the plan vide permission/ Commencement certificate no. 3342 vide VP no.S06/0111/11 /TMC/TDD/ 2171/17 dated 4/5/2017. The said amended Sanctioned Plan dated 4/5/2017 is hereinafter referred to as the **SAID LATEST APPROVED PLAN** and the copy of the said amended Commencement certificate is annexed herewith and marked as **ANNEXURE - P**.

AND WHEREAS Promoters are now contemplating independent development of the Said Plot B' under the complex name **'Joy-Square'**. As stated hereinbefore the Said Plot B' is forming part out of said Second Land. The Said Plot B' as stated hereinbefore is forming part of Said Latest Sanctioned Layout Plan and due to natural sub division it has become independent plot. The **Said Plot B' admeasuring 1669.94 sq.mtrs** is more particularly described in **Schedule IV** hereunder written and shown on the Plan at Annexure - A surrounded by red colour hatch line. The Said Plot B' is hereinafter referred to as **'SAID PROPERTY'** viz. Plot B'. On the said property i.e. said plot B' as per said latest approved plan construction of building D' to be presently comprising of Ground Part + Stilt Part + 1 to 10 floors + 11 to 13 floor (Part) and construction of Building E' consisting Bungalow type structures comprising of Ground Plus 1 Upper floor, are contemplated to be constructed. The said bungalow type structures i.e. Buildings 'E' is agreed to be allotted to the original owner viz Vasant Shinge, as per the agreement which the Promoters had with them and as such Said Building E' shall be independent building which shall absolutely belong to and ownership of the said Original Owners who shall hold it as Allottee. The Promoters are contemplating sale

and alienation of various premises situated in said building D' to the prospective Purchasers under the provisions of Maharashtra Ownership Of Flats Act and/or Real Estate Act as may be applicable. The Said Property viz Plot B' shall be independent project to be known as 'Joy-Square' and the project being constructed on Plot A' as 'Ace-Square', shall be a different and independent project.

AND WHEREAS nevertheless in case any time in future if any additional land becomes available in the neighborhood of the Said Property i.e. said second land and/or if the area out of Survey no.2, Hissa no.19 which is at present not in possession of the Promoter, and which is accordingly shown as area not in possession in the Said Latest Sanctioned Plan, if becomes available anytime in the future, then the Promoters may amalgamate said area and/or such further neighborhood properties in Said Plot B' i.e. Said Property and in that event may contemplate construction of additional upper floors upon Said Building D' and/or construction of other independent and additional building/s on Said Plot B, after amalgamation and shall use all permissible development potentiality of Said Plot B and/or such additionally amalgamated area and for that purpose, may submit revised plans for approval to the competent authorities and shall seek revised approval to the Said Latest Approved Plan as per their choice and in their sole discretion. The Promoters shall also be entitled to load DR and/or TDR in development of said property i.e. plot B'. By making use of said DR and/or TDR, Promoters are entitled to construct additional upper floors upon the said building "D". By virtue of amendment to the DC rules and regulations additional FSI benefits in the form of premium FSI /DR or additional TDR is likely to become available. In all these circumstances, the Said Latest Approved Plan i.e. **ANNEXURE - P** is likely to be amended, revised any time in future. Thus the Promoters are likely to make alterations in the present structure of building D' and/or are likely to construct additional upper floors upon the said building D. The Promoters have specifically disclosed that the alienation and/or allotment of any of the apartment to be situated in the said building D', is subject to reservation of such absolute rights by the Promoter of making additions and alterations or revisions in the Said Latest Approved Plan. With such specific disclosure, the Promoters have advertised or made available to the public at large the apartment to be situated in said building D' for sale and alienation. Thus all the prospective Purchasers of the said building D' to be situated on the Said Property Viz Said Plot B' are fully aware about Promoters' above stated intention of carrying out additions and alterations in Said Building D i.e. Joy Square and/or about carrying out construction of additional and separate or annexed building.

AND WHEREAS Promoters have entered into standard agreement with an Architect M/s. 10 Folds Architects & Consultants registered with the Council of Architects and such Agreement is as per the agreement, prescribed by the Council of Architects.

AND WHEREAS Promoters have appointed a Structural Engineer Mr. Ajay Mahale for the preparation of the structural design and drawing of the building and the Promoters have accept the professional supervisor of the Architect and the structural engineer till the completion of the building/s.

AND WHEREAS By virtue of what has been stated in the above recitals, the Promoters alone have sole and exclusive right to sell the apartment in the said buildings to be constructed by the Promoters on the Said Property and to enter into agreement/s with Allottee/s of the apartment/s and to receive the sale price in respect thereof.

AND WHEREAS The Title Certificates, inter-alia, pertaining to the said larger land is issued by Advocate Gaurish Kadam and same are annexed herewith and marked as **ANNEXURE – Q.**

AND WHEREAS the Development project i.e. the Real Estate Project which is being undertaken for the development upon the said Property viz Plot B had commenced in the year 2011-12, and various Apartments have already been allotted to various Allottee/s under the provisions Maharashtra Ownership of Apartments Act (MOF Act) and as per the Agreement for Sale as stipulated under the MOF Act. The said real estate project, thus was the ongoing project as on 01/05/2017 on which date, the provisions of Real Estate Regulation Act, 2017 (RERA) read with rules framed by the Government of Maharashtra vide Notification dated 8/3/2017 became applicable. In the circumstances and as per the provisions Under RERA, the Promoters have applied under Section 4 of RERA for registration of Real Estate Project consisting of said building no. D namely Joy Square and independent bungalow structure of original owner i.e. building E (hereinafter referred to as '**Said Real Estate Project**') which is being erected upon said Property. The said Real estate Project is to be known as 'Joy Square', same is more particularly described in **SCHEDULE V** hereunder written and shown on the plan at Annexure 'P' by orange colour wash. After due scrutiny of said application, the Authority under RERA granted registration under Section 5 and provided Registration no.**P51700003827**. The Authority has also created a Web page in respect of the said real estate project upon its Website www.maharera.mahain. Thus Promoters have duly complied with provisions of RERA and as such is now entitled to

continue with sale or allotment of Apartments to the prospective Allottee/s, but now in terms of provisions of RERA.

AND WHEREAS the Allottee/s came to know about the said real estate project constructed upon the said Property by Promoters through advertisement or otherwise. The Allottee/s then satisfied himself with the disclosures made by the Promoters while applying for registration with the authority under RERA by specifically accessing to the website of RERA and also read the details uploaded upon said web page of promoters created by the authority about said real estate project. The Allottee/s also personally examined and inspected above referred latest approved plan, as disclosed on site. After knowing all the details of the said real estate project, the Allottee/s being interested in purchasing an apartment in the said real estate project, applied to the Promoters vide application dated _____ for an apartment bearing no. _____ admeasuring _____ sq.mt carpet area, plus _____ sq.mt. appurtenant balcony, plus _____ sq.mt. appurtenant cupboard to be situate on the _____ floor of _____ building in the project known as JOY SQUARE, hereinafter referred to as '**SAID APARTMENT**', which is more particularly described in **SCHEDULE VI** hereunder written. The Allottee/s also in the said application form applied for the allotment of _____ no.of car parking space situate at Stilt/Stack hereinafter referred to as '**SAID COVERED PARKING SPACE**', the detail description whereof is given in **SCHEDULE VII** hereunder written;

AND WHEREAS The carpet area of the said apartment as stated above is _____ sq. meters and carpet means- the net usable floor area of an apartment, excluding the area covered by the external walls, area under service shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition walls of the Apartment.

AND WHEREAS the said Building D, which is to be comprising of Ground (Part)+Stilt(Part)+1 to 10 upper floors+11 to 13 floors(part) as per the said latest approved plan, is undertaken for construction and is registered under RERA as 'JOY SQUARE'. The Promoters are contemplating construction of 02 nos. of upper floors and/or lesser floors upon the said building D, by making use of balance FSI and/or TDR to the extent of _____ sq. meters and/or any lesser FSI/TDR as may be permitted. The said proposed building shall also have additional upper floors and is separately registered while making application under Section 4 of RERA to the Regulatory Authority. The Promoters shall submit revised plans inter-alia to seek approval to the construction of said 2 upper floors and/or lesser floors and thus said latest approved

plan shall be altered and or modified. The Allottees is well aware about such proposed additions and/or alterations which shall be made in the presently sanctioned building no. D and with full knowledge thereof is entering into this Agreement and undertakes not to raise any dispute vis-à-vis sanction of said proposed plan contemplating additional upper floors and/or for construction of said upper floors upon building D as and when the plans thereof shall be sanctioned. The Allottee/s understand that relying upon such specific undertaking, the promoters have agreed to enter into this agreement.

AND WHEREAS the Allottee/s are also aware and accepts that, the Promoters herein are in the process of acquiring few other neighborhood properties situated in the neighborhood of the said Property either in their name or in the name of their Partners and/or in the name of their associate firm, person/s etc., with an ultimate intention to amalgamate even such neighborhood properties also within and into the said Property and/or in the development scheme, which they have presently undertaken upon the said Property and/or said larger land. Thus the development scheme as is envisaged in respect of the said Property is likely to be enlarged in the near future and in that eventuality above said latest approved plan will be amended from time to time, inter-alia, to include and amalgamate into it such other neighborhood properties. During the course of such modification/amendment, the said latest approved plan shall undergo revision, amendment and in such amendment, various other new buildings shall be erected and/or additional upper floors shall be erected upon said sanctioned buildings. Thus, the present building/s which is/are undertaken for construction may also undergo alterations and additions. The location of the internal road/s and/or RG area as are shown in the said latest approved plan, shall also be relocated or undergo changes or amendments. With such specific disclosure, the Promoters, have introduced the said development project to the interested Apartment Allottee/s. The development project thus at present disclosed, is not a total development project and is a part of the proposed development to be enlarged from time to time. The entire development as is disclosed, and/or shall be implemented with amalgamation of said other properties, shall be done in phase wise manner and therefore the disclosure about the location of present building, RG area, internal roads, amenities etc. are not final and conclusive and shall undergo changes and as such all such further amendments and changes as and when applied and finalized shall be disclosed to all the Apartment takers during the course of said phase-wise development of the said property. The Allottee/s herein after knowing the aforesaid facts and having accepted the same and consented for the same,

approached the Promoters for purchase of a Apartment in the building/s at present being constructed upon the said property.

AND WHEREAS the Promoters have as aforesaid disclosed to the Allottee/s required information about their title to the said Property and furnished the copies of all aforesaid documents in compliance of the relevant provisions of RERA.

AND WHEREAS parties in the premises have had discussions and negotiations, and after such discussions and negotiations, Promoters have agreed to allot on ownership basis, above stated **Apartment/Shop/Office premises** no._____, admeasuring _____ sq. mt. carpet area plus _____ sq.mt. appurtenant balcony, plus _____ sq.mt appurtenant cupboard situated on _____ floor of the building D i.e. 'Joy Square' Real Estate Project, to the Allottee/s for a purchase price of Rs._____-/- (Rupees_____

_____Only) so also agreed to allot _____ no. of car parking space/s situate at stilt/stack for the consideration of Rs._____-/-. Thus, total aggregate consideration amount for the apartment including car parking space is thus Rs._____-/- (Rupees_____

_____Only) and upon the terms and conditions more particularly stated herein. Before execution hereof, the Purchaser has paid to the Promoters a sum of Rs._____-/ (Rupees_____

_____Only) being the part payment of the said price and agreed to pay the balance of the said price in the manner hereinafter appearing; In view of such assurances given by Allottee/s, the Promoters have accepted the said application form no._____ submitted by Promoters and accordingly agreed for the allotment of said apartment and said covered parking vide allotment letter dated _____ subject to the terms and conditions stated therein and in accordance with the terms and conditions as stated out in this agreement.

AND WHEREAS the parties relying on the confirmations, representations and assurances of each other, to faithfully abide by all the terms and 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.

AND WHEREAS as stated above, the Promoters have registered the project as 'Joy Square' under the provisions of RERA with the said Real Estate Regulatory Authority at Mumbai under No. **P51700003827**.

AND WHEREAS under Section 13 of RERA, the Promoters are required to execute a written Agreement for Sale of the said apartment with the Allottee/s, being in fact these presents and also to register the said Agreement under the Registration Act, 1908.

AND WHEREAS in accordance with the terms and conditions set out in this agreement and as mutually agreed upon by and between the parties, the Promoters hereby agreed to sell and the Allottee/s hereby agrees to purchase the said apartment and the covered parking.

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

1) PRAMOTERS RIGHT OF DEVELOPMENT AND ACCEPTANCE THEREOF BY ALLOTTEE/S:-

1.1) The Promoters shall construct the said building Ground art)+Stilt(Part)+1 to 10 upper floors+11 to 13 floors(part) upper floors on the said Property in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoters shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the Apartment of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law. It is however agreed and understood that Promoters as disclosed hereinabove has registered the said real estate project under Section 4 of RERA as Joy Square. As further disclosed hereinabove, the Promoters are contemplating construction of 2 additional floors and/or lesser floors upon said building no. D by obtaining approval to the proposed plan as disclosed in registered application to which proposed plan requisite approval shall be obtained from planning authority. After securing such revised permission said additional floors shall be registered as separate Real estate Project with Regulatory Authority. As disclosed hereinbefore if area not in possession out of the said larger land if become available or if neighbourhood properties are amalgamated into said property and due to that if Promoters decide to construct additional buildings or additional

upper floors on said building D then even every such additional development/phase shall also be registered as separate or additional real estate project with regulatory authority. Thus Promoters shall carry out phase wise development upon said Property and in such phase wise development further revision shall be made and effected in the said latest approved plan as disclosed in the said registration application. The Allottee/s therefore accepts and confirms that complete disclosure of the whole project to be implemented upon said Property is made to and acceptable by Allottee/s. In the circumstances Allottee/s henceforth shall not raise any objection for development of said real estate project and/or whole proposed project as per said proposed layout plan /proposed Phase/s/Proposed Project etc. In fact Allottee/s hereby give his/her/their written informed consent for making alterations/addition in the said latest approved plan, layout plan, proposed phases, proposed project and/or for alteration or addition in the said building no. D by view of construction of additional upper floors and/or making changes/relocation /alteration or addition in common area within whole project to be implemented upon said Property and/or neighbourhood Property if any acquired. The Allottee/s doth hereby further accept and confirm that this written consent shall be construed as previous written Consent given by Allottee/s under Section 14(2) (II) of RERA. Of course in sanctioned plan in case of any additions or alterations in respect of said apartment affecting structural change in the said area within apartment or change in the height of said apartment is required to be made, then in that case Previous consent of Allottee/s shall be taken as provided under section 14(2)(I) of RERA.

2) ALLOTMENT OF APARTMENT AND PAYMENT OF CONSIDERATION:-

- 2.1) The Allottee/s hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Allottee/s Apartment/Shop/Office premises no._____, admeasuring _____ sq. mt. carpet area plus _____ sq.mt appurtenant balcony, plus _____ sq.mt appurtenant cupboard situated on _____ floor of the building D i.e. 'Joy Square' Real Estate Project, is shown in the Floor plan thereof surrounded by Red Colour boundary line hereto annexed and marked **ANNEXURE - R** for the consideration of Rs._____-/- (Rupees_____)

_____.Only)
including Rs._____/-(Rupees_____

_____.Only)
being the proportionate price of the common areas and facilities appurtenant to the apartment, the nature, extent and description of the Common/limited common areas and facilities which are more particularly described in the **ANNEXURE - S** annexed herewith.

- 2.2) The Allottee/s hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Allottee/s _____ no. of Car parking space situated at stilt/stack being constructed in the layout for the consideration of Rs. _____/-(Rupees _____

_____.Only)
In the parking plan annexed herewith and marked as **ANNEXURE - T**. the said car parking space is shown delineated by red colour boundary line.

- 2.3) The total aggregate consideration amount for the apartment including car parking spaces is thus Rs._____/-(Rupees_____ Only).

- 2.4) The purchase price of the Apartment/shop as mentioned above, is determined on the basis of above referred carpet area of the apartment which Allottee/s agree/s and confirm/s. Thus, the other appurtenant area such as terrace if any, balcony if any, service shaft if any, exclusive veranda, if any, are neither included in the carpet area nor are considered for determining the purchase price.

- 2.5) The Allottee/s has/have paid on or before execution of this agreement a sum of Rs. _____/-(Rupees _____

_____only) (being the amount to complete the instalment equivalent to 10% of the total consideration) as Earnest Money Deposit or application fee and hereby agrees to pay to the Promoters the balance amount of purchase consideration of Rs._____/-(Rupees_____

_____.Only) in the following manner:-

- a) Amount of Rs._____/-(Rupees_____

_____ only) (being the amount to complete the instalment equivalent to 30% of the total consideration) to be paid to the Promoters on the execution of Agreement.

b) Amount of Rs. _____/- (Rupees _____)

_____ only) (being the amount to complete the instalment equivalent to 45% of the total consideration) to be paid to the Promoters on completion of the Plinth of the building in which the said Apartment is located.

c) Amount of Rs. _____/- (Rupees _____)

_____ only) (being the amount to complete the instalment equivalent to 70% of the total consideration) to be paid to the Promoters on completion of the slabs and stilts of the building in which the said Apartment is located.

d) Amount of Rs. _____/- (Rupees _____)

_____ only) (being the amount to complete the instalment equivalent to 75% of the total consideration) to be paid to the Promoters on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

Amount of Rs. _____/ (Rupees _____)

_____ only) (being the amount to complete the instalment equivalent to 80% of the total consideration) to be paid to the Promoters on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

e) Amount of Rs. _____/- (Rupees _____)

_____ only) (being the amount to complete the instalment equivalent to 85% of the total consideration) to be paid to the Promoters on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building in which the said Apartment is located.

f) Amount of Rs. _____/- (Rupees _____)

_____ only) (being the amount to complete the instalment equivalent to 95% of the total consideration) to be paid to the Promoters on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appurtenant the building in which the said Apartment is located.

g) Balance Amount of Rs. _____/-(Rupees _____

_____ Only) against and at the time of handing over of the possession of the Apartment to the Allottee/s on or after receipt of occupation certificate or completion certificate.

2.6) The total price/consideration as mentioned in clause 2.3 above is excluding all taxes/levies such as value added taxes (VAT), Services Taxes, GST, Swacch Bharat Cess Tax and/or such other taxes which may be levied any time, hereinafter in connection with construction/development of said project upon said Property payable by the promoter, irrespective as to who is made liable under concerned Statute/Rules to pay such taxes, all such taxes in proportion to the area of said apartment, shall be payable by the Allottee/s in addition to the said total price/consideration on or before taking over the possession of the said apartment. In fact unless all such payments such as total consideration, all such proportionate taxes as well as other charges payable under this agreement are paid by the Allottee/s, he/she/they shall not be entitled to the possession of said apartment.

2.7) The Total Price/consideration 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 Promoters undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters shall enclose the said notification/order/rule/ regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s,

which shall only be applicable on subsequent payments. Unless said demanded increase in development charges, costs or levies are paid by the Allottee/s to the promoters, he/she/they shall not be entitled to the possession of the said apartment.

- 2.8) The Promoters may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee/s by discounting such early payments @10.5 % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s by the Promoters.
- 2.9) The Promoters shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoters shall demand that from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause (2.3) of this Agreement. In case under above stated monetary adjustment, Allottee/s becomes liable for payment/price for any increase in any carpet area then unless such amount/payment is paid by the Allottee/s to the promoter, he/she/they shall not be entitled to the possession of the said apartment.
- 2.10) The Allottee/s authorizes the Promoters to adjust/appropriate all payments made by him/her/their under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoters may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoters to adjust his/ her/their payments in any manner.
- 2.11) The Allottee/s agree/s and undertake/s to pay the purchase consideration as mentioned in clause 2.5 above as per the respective instalment and as & when it shall mature for payment. The payment of concerned instalment is linked with the stage wise completion of the said

Apartment/building. Upon completion of each stage, the Promoters shall issue demand letter to the Allottee/s by RPAD/courier/hand delivery at the address of the Allottee/s mentioned in this agreement as well as by email on Allottee/s's email address _____.

Along with said demand letter Promoters shall enclose certificate of Architect, inter-alia, certifying the completion of such stage. Said certificate shall be conclusive proof about completion of such stage. Upon receipt of said demand letter by RPAD/ courier/email/hand delivery, whichever is earlier, within 7 (seven) days Allottee/s shall make the payment of respective instalment. In case of failure on the part of Allottee/s in adhering to the time schedule of 7 (seven) days, Promoters shall become entitle to take all such legal steps for each of contract as contemplated under the provisions of Contract Act. In case of Allottee/s commit/s any delay in making the said payment then Allottee/s shall become liable to pay interest as specified in Maha Rera Rules on all delayed payments. In addition to such rights and without prejudice to such rights, the consequences as contemplated in clause 7 below shall also become applicable and effective.

3) ADHERENCE TO SANCTION PLAN:-

- 3.1) The Promoters 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 Apartment to the Allottee/s, obtain from the concerned local authority occupation and/or completion certificates in respect of the Apartment.

4) TIME IS ESSENCE FOR BOTH PROMOTER AND ALLOTTEE/S:-

- 4.1) Time is of essence for the Promoters as well as the Allottee/s. The Promoters shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s and the common areas to the association of the Allottee/s after receiving the occupancy certificate subject to what is stated in clause 9 below. Similarly, the Allottee/s shall make timely payments of the instalment and other dues payable by him/her/them and meeting the other obligations under the Agreement.

5) DISCLOURE OF FLOOR SPACE INDEX AND ACCEPTANCE BY ALLOTTEE/S:

5.1) The Promoters hereby declares that the Floor Space Index available as on date in respect of said Property is 3360.57 sq. metres. In the said presently register phase up till now TDR to the extent of 889.88 sq. metres is also utilise. The Promoters have planned to utilise further TDR either in said Phase or proposed Phases as may be permissible to be utilised as per DC Rules of said Corporation. 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/said Property. The Promoter/s has/have obtained the development potentiality certificate dated _____ from project Architect 10 Folds Architect & Consultants, inter-alia, certifying and giving details of FSI/TDR/DR/ incentive FSI which is capable of being used and utilised either in the development of said Phase and/or proposed phase/s and/or upon the whole project to be implemented upon said Property. The said Certificate is annexed herewith and marked as **ANNEXURE 'U'**. The Allottee/s accept/s and confirm/s the Promoters exclusive right of utilisation of all such FSI/TDR/DR/ incentive FSI in the development of said Property and specifically assure/s and undertake/s not to create any obstruction or objection or hindrance in the Promoter's said right of utilisation of said entire development potentiality as certified in said certificate so also regarding utilisation of any increase FSI/TDR/DR/ incentive FSI if, become available in future due to modification in DC Rules till completion of whole proposed project upon said Property.

6) DISCLOURE ABOUT PENDING LITIGATION IF ANY:-

6.1) The Promoters specifically disclose that at the time of registration of said Real estate project neither, any litigation was pending in court of law in respect of said property nor there was in existence and force any prohibitory order of injunction prohibiting the transfer or allotment of said Apartment to prospective Allottee/s. At the time of execution of the Deed of Conveyance in respect of concern building or at the time of execution of Conveyance in favour of society as contemplated in clause 13 below, the Promoters as far as possible shall make out clear and

marketable title to the concern building and/or said Property as the case may be.

7) CONSEQUENCES UPON FAILURE IN ADHERING TO TIME SCHEDULE:-

- 7.1) If the Promoters fails to abide the time schedule for completing the project and handing over the Apartment to the Allottee/s, the Promoter agrees to pay to the Allottee/s, who does not intent to withdraw from the project, interest as specified in the rules framed by Maharashtra Government, on all the amounts paid by the Allottee/s for every month of delay, till the handing over of possession. The Allottee/s agrees to pay to the Promoters, interest as specified in Rules framed by Maharashtra Government, on all the delayed payment/s which become due and payable by the Allottee/s to the Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Promoters.
- 7.2) Without prejudice to the right of the Promoters to charge interest in terms of sub clause 7.1 above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoters under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing three defaults of payments of instalments, the Promoters shall at its own option, may terminate this Agreement;

Provided that, The Promoters shall give notice of 15 days in writing to the Allottee/s by registered Post A.D at the address provided by the Allottee/s and mail at the email address provided by the Allottee/s 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/s fails to rectify the breach or breaches mentioned by the Promoters within the period of notice then, at the end of such notice period, Promoters shall be entitled to terminate this Agreement;

Provided further that, upon termination of this Agreement as aforesaid, the promoters shall refund to the Allottee/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Promoters) within a period of 30 days of the

termination, the instalments of sale consideration of the Apartment which may till then, have been paid by the Allottee/s. It is agreed and understood that after offering the refund as stated above to the Allottee/s, it shall be construed as due compliance by the Promoters of the termination clause and accordingly thereafter Promoters shall be at liberty and shall have all legal right to allot and/or sell/transfer the said apartment to any third party Allottee/s upon such terms and conditions as may be deem fit by the Promoters. The Allottee/s shall not be entitled to raise any dispute or objection for such third party allotment of the said apartment by the Promoters.

- 7.3)** The liquidated damages shall include a) 10% of the amount of total consideration value, b) interest on any over dues payment, c) brokerage paid to channel partners/brokers, if any, d) administrative charges as per Promoters policy, e) all taxes paid by the Promoters to all authorities in respect of allotment of said apartment to the Allottee/s, f) amount of stamp duty and registration charges which shall be payable on the deed of cancellation of this agreement, g) any other taxes which are currently applicable or may be applicable in future in respect of transaction recorded in this agreement, h) subvention cost (if the Allottee/s has/have opted for subvention plan), which the promoters may incur either by way of adjustment made by the bank in instalment or paid directly by the promoters to the bank as the case may be. It is agreed and understood that after deducting the total amount of liquidated damages under all the heads mentioned above, the balance amount if any shall be refunded to the Allottee/s in the manner stated in clause (7.2) above and that too simultaneously upon Allottee/s executing and registering the deed of cancellation of this agreement, which deed Allottee/s shall be liable to execute and register within 15 days from the date of receipt of termination notice by him/her/them as stated in clause (7.2) above, failing which the Promoters shall be entitled to proceed to execute/register the Deed with the appropriate Sub-Registrar, including as an authorized constituted attorney of the Allottee/s and the Allottee/s hereby acknowledges and confirms. The Parties further confirm that any delay or default in such execution/registration shall not prejudice the cancellation, the Promoters right to forfeit and refund the balance to the Allottee/s and the Promoters right to sell/transfer the Apartment

including but not limited to car park(s) to any third party. Further, upon such cancellation, the Allottee/s shall not have any right, title and/or interest in the Apartment and/or Car park(s) and/or the Project and/or the Project Property and the Allottee/s waives his/her/their/its right to claim and/or dispute against the Promoters in any manner whatsoever. The Allottee/s acknowledges and confirms that the provisions of this clause shall survive termination of this Agreement.

- 7.4)** In the event, the Allottee/s intends to terminate this Agreement, then the Allottee/s shall give a prior written notice ("Notice") of 60 (sixty) working days to the Promoters expressing his/her/its intention to terminate this Agreement. The Allottee/s shall also return all documents (in original) with regards to this transaction to the Promoters along with the Notice. Upon receipt of Notice for termination of this Agreement by the Promoters, the procedure and consequences upon termination as contemplated in clause (7.2) and (7.3) above shall become automatically applicable and the refund of purchase price to the Allottee/s shall be made in accordance with what has been stated in the said clauses.

8) AMENITIES AND FIXTURE:-

- 8.1) The Promoters shall provide to the said apartment the amenities, fixtures and fittings and to said building such specifications and/or facilities, which are more particularly set out in **ANNEXURE - V** annexed hereto.

9) POSSESSION DATE:-

- 9.1) The Promoters shall give possession of the Apartment to the Allottee/s on or before December 2019. If the Promoters fails or neglects to give possession of the Apartment to the Allottee/s on account of reasons beyond his control and of his agents by the aforesaid date then the Promoters shall be liable on demand to refund to the Allottee/s the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 7.1 herein above from the date the Promoters received the sum till the date the amounts and interest thereon is repaid,

Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of -

- (i) non-availability of steel, other building material, water or electric supply;

- (ii) War, civil commotion or act of God;
- (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority.
- (iii) Any order of stay/injunction from any court of law, tribunal any other Judicial or Quasi Judicial Body;
- (iv) Due to delay caused or committed by the said corporation in issuing plinth certificate, revised approvals, occupation certificate etc. and/or delay caused and/or committed by any other competent authorities in respect of issuance of any applicable NOC's, permissions, etc.

10) PROCEDURE FOR TAKING POSSESSION:-

10.1) The Promoters, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee/s in terms of this Agreement to be taken within 15 days from the date of issuance of such notice and the Promoters shall give possession of the Apartment to the Allottee/s subject to the Allottee/s making payment to Promoters of entire consideration as well as other amounts payable under this agreement including the interest for delayed payment if any accrued thereupon. The Allottee/s also agree/s and undertake/s to pay the maintenance charges as determined by the Promoters or association/s of Allottee/s, as the case may be at the time of and/or before taking the possession. The Promoters on its behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the occupancy certificate in respect of the said building in which said apartment is situate.

10.2) The Allottee/s shall take possession of the Apartment within 15 days of the Promoters giving written notice to the Allottee/s intimating that the said Apartments are ready for use and occupation. Even if the Allottee/s does/do not take possession of the apartment, still he/she/they shall become liable for the payment of maintenance charges as mentioned in clause 13.3 below. So also for all other taxes, levies, cess and charges as may be imposed or become payable in respect of the said apartment.

10.3) Failure of Allottee/s to take Possession of Apartment:

Upon receiving a written intimation from the Promoters as per clause 10.1, the Allottee/s shall take possession of the Apartment from the Promoters by executing necessary indemnities, undertakings and such

other documentation. In case the Allottee/s fails to take possession within the time provided in clause 10.2 such Allottee/s shall continue to be liable to pay maintenance charges as applicable as stated above.

10.4) If within a period of five years from the date of handing over the Apartment to the Allottee/s, the Allottee/s brings to the notice of the Promoters any structural defect in the Apartment or the building in which the Apartment are situated or any defect on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at his own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoters compensation for such defect in the manner as provided under the Act. Notwithstanding anything contained herein above the Allottee/s doth hereby admit and accept that the Promoters have disclosed to him/her/them about various guarantees and warrantees taken from and or given by the suppliers of services, articles and fixtures along with details of their contact nos. All such guarantees and warrantees are valid for stipulated period from the date of supply. In the circumstances, in case of accrual of any defect in said fixtures, goods or services, the Allottee/s their association as the case may be, shall be required to firstly contact the said service provider and to get rectified the defects from them under guarantees and warrantees. The Allottee/s understands that Promoter have taken all precaution in respect of workmanship, quality of fixtures, and provision of services and have also ensured as stated above, the requisite minimum years of guarantee/warranty. In the circumstances, Allottee/s shall be under obligation to exhaust and utilize the said guarantee/warranty for requisite rectification and shall not unnecessarily require the Promoter for rectification of defects. The Allottee/s also accepts and understands that for said guarantee/warranty, the Promoters have already incurred requisite costs so as to assure the Allottee/s requisite protection for the said period of five years against defect liability.

10.5) Notwithstanding anything contained in clause 10.4 above the Allottee/s doth hereby admit and accept that he/she/they shall not be entitled to seek the rectification within 5 years as provided in clause 10.4 from the Promoters and/or at the costs of promoters if such defects occur a) due to carrying out any structural additions or alterations or internal changes/repairs/renovations by the Allottee/s in and over the said

apartment and or b) due to causing of any damage to the fixtures/services provided to the said apartment, by the acts and/or omissions on the part of the Allottee/s and/or anybody claiming through or under him/her/them as the case may be and/or, c) due to any man handling and/or any misuse of the said apartment and/or of the said amenities, fixtures, etc. and/or, d), and/or for due to carrying out renovation by any other Allottee/s and additions or alterations or structural changes/internal changes by any other Allottee/s within his/her/their respective Apartment and thereby causing of any damages by them to the said building or any part thereof as the case may be.

- 10.6) That it shall be the responsibility of the Allottee/s to maintain his/her/their unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his flat are regularly filled with white cement/epoxy to prevent water seepage.
- 10.7) That the Allottee/s has/have been made aware and that the Allottee/s expressly agrees that the regular wear and tear of the unit/building/phase/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.
- 10.8) The Allottee/s is/are aware that the Promoters is not in the business of or providing services proposed to be provided by the service Providers/Facility Management Company or through the Service Providers/ FMC. The Promoters does not warrant or guarantee the use, performance or otherwise of these services provided by the respective Service Providers/FMC. The parties here to agree that the Promoters are not and shall not be responsible or liable in connection with any defect or the performance/non-performance or otherwise of these services provided by the respective Service Providers/FMC.
- 10.9) If Due to renovation and additions or alterations or structural changes/internal changes by Allottee/s within his/her/their respective Apartment, and thereby causing of any damages to the Apartment/Shop of any other Allottee/s, then the Allottee shall rectify such defect or reimburse the amount to such other Allottee/s.

11) USER OF APARTMENT:-

11.1) The Allottee/s shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence/shop/office as the case may be. The Allottee/s shall use parking space only for purpose of keeping or parking the he/she/their owned vehicle.

12) PROCEDURE FOR FORMATION OF CO-OPERATIVE SOCIETY OF THE APARTMENT/ALLOTTEE/S OF THE SAID BUILDING:-

12.1) The Allottee/s is/are aware that development of said property viz. Plot B is forming part of layout development. The said building D which is registered as Real Estate Project Phase is at present comprising of Ground (Part)+Stilt(Part)+1 to 10 upper floors+11 to 13 floors(part). As already disclosed in recital as well as while registering the said Real Estate Project under Rera Promoters shall by seeking revise approvals to the said latest approved plan shall construct two additional upper floors and/or lesser floors upon said building D. Apart from said building D at present said another building E which is bungalow type structure is also situating upon said property i.e. said Plot B. The Promoters have contemplated formation of separate Co-operative Housing Society of said building D. So far as said building E is concern same shall remain independent structure and shall not be part of said society and it shall vests under ownership of one of Original Owner Viz. Mr Vasant Shinge. As soon as 51% of total no of Allottee/s in such building have booked their apartment, the Promoters shall within 3 months from date on which 51% of total no of Allottee/s have booked apartment, shall take steps for formation of Co-operative Housing Society Under Maharashtra Co-operative Housing Society Act subject to condition that:-

- a) The said all 51% Allottee/s as on that date (i.e. as on the date of making application) to the concerned Registrar of Co-operative Housing Society has/have paid all their due amount that may be due on that day by adhering to payment plan & without committing any default of their other obligations under their respective Agreement.
- b) The booking/allotment of said 51% as on that date (i.e. as on the date of making application to the concerned Registrar of Co-operative Housing Society) has/have not been cancelled and/or terminated and/or as on that date such bookings have all remain valid, in subsistence and in force.

- c) the amounts mentioned in clause 14.1 (b) for formation and registration of society and for share money, application fees etc. are paid by all such 51% Allottee/s;
- d) no default/delay/negligence is committed by anyone, out of said 51% Allottee/s in completing formalities for making application for registration including giving signature and furnishing other details/documents etc. required for registration and membership of such society;

12.2) As soon as such 51% Allottee/s who complies with aforesaid conditions, have booked their respective apartment, the Promoters shall inform to such Allottee/s about making of requisite application for registration and call upon him/her/them to sign and execute the application for registration and/or membership and other papers and documents necessary for formation and registration of society. The Allottee/s know and understand that unless said formalities are completed and complied with by all such eligible 51% Allottee/s, application for membership cannot be made. In the circumstances the time that shall be required for completion of such formalities by all such eligible 51% Allottee/s shall be excluded from period of 3 months.

13) STIPULATION OF TIME AND MANNER IN WHICH TITLE TO BE CONVEYED UNDER SECTION 17 OF RERA:-

13.1) The Allottee/s is/are aware that development contemplated by the Promoters upon the said Property is a phase wise development and as such the building/s contemplated upon the said Property shall be completed in phases. It is specifically agreed upon between the Promoters and the Allottee/s that by virtue of this clause they are stipulating the period for conveying the title of the promoters to the said society. Accordingly it is agreed that after formation of the Co-operative housing Society as stated in clauses 12.1 and 12.2 above of said building D, the promoters shall carry on, continue with and complete the construction of the said building in which the Allottee/s has/have agreed to purchase and acquire the said apartment. During that course of time, promoters shall allot balance 49% apartments to the prospective Allottee/s and shall enter into with them respective agreement for sale. After completion of the said building no. D which is ultimately to be comprising of Ground (Part)+Stilt(Part)+1 to 10 upper floors+11 to 13 floors(part), or any more upper floors as stated above

promoters shall make application for obtaining Occupation Certificate to the said Thane Municipal Corporation. As soon as all the unsold apartments are sold and only after receipt and realization of the entire purchase price and other amounts from all the apartment purchasers and/ or within 3 months from the date of receipt of occupation certificate from Thane Municipal Corporation, the promoters shall cause to be transferred in favour of the said society which shall be formed in terms of clauses 12.1 and 12.2 the said building D together with common area and facilities, Save and except the earmark land on which the said building E i.e. bungalow type structure shall be constructed. For clarity the Promoters have annexed herewith separate Plan of said Plot B which is marked as **ANNEXURE - W** upon said plan the land to be conveyed in favor of said society of building no D is shown by Green colour wash and by letters ABCD. The land to be retained by the Owner viz. Shri Vasant Shinge together with building E i.e. bungalow type structure is shown on said plan orange colour wash.

- 13.2) For any reason and as disclosed hereinbefore if said area not in possession become available for development and if further additional buildings are contemplated and sanctioned by planning authority then Promoters may in terms of Section 17 read with Rule 9 of RERA form an apex body of all such buildings and convey title in favor of Apex Body in such manner contemplated under said provisions of law.
- 13.3) Within 15 days after notice in writing is given by the Promoters to the Allottee/s that the Apartment is ready for use and occupation, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Apartment) of outgoings in respect of the said Property 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 said Property and building/s. Until the Society is formed and the said structure of the building is transferred to it, the Allottee/s shall pay to the Promoters such proportionate share of outgoings as may be determined by the Promoters in their sole discretion. The Allottee/s further agrees that till the Allottee/s's share is so determined the Allottee/s shall pay to the Promoter provisional monthly contribution of Rs._____/ - per month towards the outgoings. The amounts so paid by the Allottee/s to the

Promoters shall not carry any interest and remain with the Promoters until a conveyance of the structure of the building or wing is executed in favour of the society as aforesaid. On such conveyance being executed for the structure of the building the amounts so collected towards monthly contribution shall after deducting therefrom all expenses incurred till date of conveyance in respect of the maintenance of the said Property, building, taxes, cess, whatever balance amount shall be lying with the promoters same only shall be handed over to the said society without any interests. The Allottee/s undertake/s to pay such provisional monthly contribution and such proportionate share of outgoings regularly on or before the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by Allottee/s shall be regarded as the default on the part of the Allottee/s and shall entitle the Promoter to terminate this agreement in accordance with the terms and conditions contained herein and particularly in clause 7 above.

14) PAYMENT OF ADDITIONAL AMOUNT BY ALLOTTEE/S:-

14.1) The Allottee/s shall before delivery of possession of the said Apartment pay to the Promoters, the following amounts:-

- (a) Rs. _____ /-(Rupees _____
 _____ Only)
 for share money, application entrance fee of the Society.
- (b) Rs. _____ / (Rupees _____
 _____ Only)
 for formation and registration of the Society.
- (c) Rs. _____ / (Rupees _____
 _____ Only)
 for deposit towards provisional monthly contribution for _____ months maintenance towards outgoings of apartment/building/ Society or Limited Company/ Federation/ Apex body including applicable & levied taxes, cess etc..
- (d) Rs. _____ / (Rupees _____
 _____ Only) towards
 being the proportionate costs and expenses which shall be required to be incurred for development and infrastructures and/or such other utility services as may be made available to the

said layout including deposits of electrical receiving and Sub Station provided in Layout .

15) PAYMENT OF LEGAL COST BY ALLOTTEE/S:-

15.1) The Allottee/s shall pay to the Promoters a sum of Rs._____/-(Rupees_____Only) for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoters in connection with preparation of this agreement, formation of the said Society, and/or Limited Company, and/or Apex Body and/or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance/s as stipulated in clause 13 above.

16) PROMOTERS OBLIGATIONS FOR FACILITATING UTILITY SERVICES:-

16.1) The Allottee/s agree and accept that even though Promoters shall be facilitating and making arrangement for various utility services as mentioned in clause 14(d) above, the Promoters shall not be responsible for non supply or interrupted or defective supply of such services by the concerned competent authorities/institutions. The Allottee/s is/are accept/s and understand/s that since Promoters are not the service provider of the said utility services, they cannot be held responsible for non supply or interrupted supply and/or defective supply as the case may be of the said services.

17) ACCEPTANCE BY ALLOTTEE/S ABOUT PROMOTERS LIABILITY:-

17.1) SAVE and except as provided under RERA, the Promoters shall not be liable to give any account to Allottee/s and/or society for and of above stated amounts. It is also agreed and accepted that unless aforesaid amounts as mentioned in clause 14 & 15 above are fully paid by Allottees/s, he/she/they shall not be entitled to demand the possession of said Apartment.

18) OBLIGATION TO PAY PROPORTIONATE SHARE IN STAMP DUTY AND OTHER CHARGES IN RESPECT OF DEED OF CONVEYANCE:-

18.1) At the time of registration of conveyance of the structure of the building, the Allottee/s shall pay to the Promoters, the Allottee/s' share of stamp duty and registration charges payable, by the said Society 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 of the said Property, the Allottee/s shall pay to the Promoters, the Allottee/s share of stamp duty and registration charges payable, by the said society on such conveyance or lease or any document or instrument of transfer in respect of the said Property to be executed in favour of the Society.

19) REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:-

19.1) The Promoters hereby represents and warrants to the Allottee/s as follows:

- a) The Promoters have clear and marketable title with respect to the said Property; Subject to what has been stated hereinabove and/or in the title certificate and/or disclosed on the website of the authority under RERA. Promoters have requisite rights to carryout development upon the said Property and also have actual, legal and physical possession of the said real estate project for implementation of the said Phase.
- b) The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the said Real estate Project and shall obtain requisite as and when required under law further approvals from time to time to complete the development of the said real estate project;
- c) There are no encumbrances upon the said larger land or the Project except those disclosed in the title report and/or disclosed on the website of the regulatory authority under RERA.
- d) There are no litigations pending before any Court of law with respect to the said property or Project except those disclosed in the title report and/or disclosed on the website of the regulatory authority under RERA. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Property 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, said Property and said building/wing shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Property, and common areas;

- e) The Promoters have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein upon said apartment and/or said concerned parking space, may prejudicially be affected;
- f) The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Property, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement;
- g) The Promoters confirms that the Promoters are not restricted in any manner whatsoever from selling the said Apartment to the Allottee/s in the manner contemplated in this Agreement;
- h) The Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other moneys, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till completion of said real estate project and or till execution of respective conveyance in respect of the said building as stated in clause 13 above and/or till handing over possession of said Apartment to Allottee/s whichever is earlier.
- i) 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 Promoters in respect of the said Property and/or the Project.

20) WARRANTIES AND COVENANTS OF AND BY THE ALLOTTEE/S:-

- 20.1) The Allottee/s has/have himself/herself/themselves with intention to bring all persons into whosoever is hands the Apartment may come, hereby covenants with the Promoters as follows :-
- a) To maintain the Apartment at the Allottee/s's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment 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 Apartment is situated and

the Apartment itself or any part thereof without the consent of the local authorities, if required

- b) Not to store in the Apartment 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 Apartment 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 Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.
- c) To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoters to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment 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/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d) Not to demolish or cause to be demolished the Apartment 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 Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment 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 Apartment 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 Apartment without the prior written permission of the Promoters and/or the Society or the Limited Company.

- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said land and the building in which the Apartment is situated.
- g) Pay to the Promoters within fifteen days of demand by the Promoters, his share of security deposit and/or such other charges, amount, moneys, taxes, cess etc. as the case may be payable by the allottee/s under this agreement and or as may be demanded by the concerned local authority or Government or water, electricity or any other service providers in connection to the building in which the Apartment is situated and or in respect of said apartment.
- h) 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 Apartment by the Allottee/s to any purposes other than for purpose for which it is sold and/or for any other reasons.
- i) The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee/s to the Promoters under this Agreement are fully paid up and only if the Allottee/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s has/have intimated in writing to the Promoters and obtained the prior written consent of the Promoters for such transfer, assign or part with the interest etc.
- j) The Allottee/s shall observe and perform all the rules and regulations which the Society 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 Apartments therein and/or for any other reasons 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/s shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupation and use of the Apartment 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.

- k) Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society, the Allottee/s shall permit the Promoters 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.
- l) Till a conveyance of the said larger Land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee/s shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said larger Land or any part thereof to view and examine the state and condition thereof.
- m) Unless and until all the amounts the Allottee/s is/are liable to pay to the Promoters by and under this agreement and/or otherwise in law, are fully and completely paid, the Allottee/s shall not be entitled to transfer/agree to transfer his/her/their interest in the said Apartment and/or benefit of this agreement to anyone else. Even after full and final payment of all such amounts, the Allottee/s shall not be entitled to transfer/agree to transfer/assign the said apartment and/or his/her/their interest in the said Apartment and/or benefit of this agreement to anyone else unless the written consent of the Promoters is obtained. While giving written consent the Promoters shall be entitled to demand from the Allottee/s by way of transfer charges and administrative and other costs, charges and expenses, such amounts as may be deemed just and proper by them in their sole discretion if not prohibited under provisions of RERA. Upon the execution of Conveyance of said building in the manner stated elsewhere in this agreement, the society that shall be formed of and in respect of said buildings shall become entitled as per law to demand such transfer charges.

- n) The Allottee/s and/or the persons to whom said Apartment is transferred or to be transferred hereby agree to sign and execute all papers, documents and to do all other things as the Promoters may require of him/her/it/them to do and execute from time to time for effectively enforcing this agreement and/or for safeguarding the interest of the Promoters and all persons acquiring the remaining Apartments in the said building/s on the said larger Land.
- o) The Promoters shall in respect of any amount remaining unpaid by the Allottee/s under the terms and conditions of this agreement, shall have a first lien and charge on the said Apartment, agreed to be purchased by the Allottee/s.
- p) Without prejudice, to the rights of the Promoters under RERA and/or any other Act, the Promoters shall be entitled to take action against the Allottee/s for breach of contract if the Allottee/s do/does not pay his/her/its/their proportionate share of outgoing every month and if remain/s in arrears for three months and/or do/does not pay the purchase price and/or other amounts which he/she/it/they is/are liable to pay under this agreement diligently, fully and finally;
- q) If any extra amenities (in addition to the amenities set out in **ANNEXURE - V** and/or additions and/or alterations are demanded or required by the Allottee/s to be carried out in the said Apartment during the process of erection of the said building/s, then same shall be provided/done by the Promoters, if possible, however, the Allottee/s shall be liable to pay an extra cost as may be determined by the Promoters for the same, which extra cost shall be paid in advance by the Allottee/s before the work as required above is carried out by the Promoters.
- r) The Promoters shall be entitled to sell, transfer and/or agree to sell/transfer all the other Apartments and also agree to allot covered parking spaces, etc. situated or to be situated in the stilt of the said building/s and/or upon any portion of the Said Larger land to anyone else in any manner whatsoever and such Allottee/s shall be entitled to use their respective Apartments/units/parking spaces etc. for parking purposes as may be permissible under law and the Allottee/s shall not take any objection of any nature in that regard.
- s) The Promoters shall be entitled to amalgamate the Said Larger Land with the adjoining or neighbourhood properties and by such

amalgamation, shall be entitled to make use of additional FSI for constructing additional floors on the said building/s and/or shall also be entitled to obtain and acquire T.D.R. of any other properties for construction of additional upper floors on the building/s to be constructed on the Said Larger land and for that purpose, further shall be entitled to make required amendment and/or modifications in the said approved plans and shall further be entitled to obtain approval to such amendment/modification/revision from the said Corporation without seeking any separate approval/ consent/ permission from the Allottee/s herein; and in fact, this clause itself shall be treated and construed as such permission/consent.

- t) Not to relocate brick walls onto any location which does not have a beam to support the brick wall.
- u) Not to change the location of the plumbing or electrical lines (except internal extensions).
- v) Not to change the location of the wet/waterproofed areas.
- w) Not to make any alteration in the elevation and outside colour scheme of the building.
- x) Not to put any wire, pipe, grill, plant, outside the windows of the said apartment inter alia to dry any clothes or put any articles outside the said apartment or the windows of the said apartment or any storage in any area which is visible from the external façade of the building, save and except the utility area (if applicable).
- y) The Allottee/s shall not allow the said apartment to be used for user different from the nature of the user that it is intended for use by the Promoters i.e. residential units shall be used for residential use only, office units for office use only, retail units for retail use only etc. no residential apartment shall be used for commercial use or use as guest house by whatsoever name.
- z) Not to put any claim in respect of the restricted amenities including open spaces, any space available for hoardings, gardens attached to their units or terraces and the same are retained by the Promoters as restricted amenities. The Allottee/s is/are aware that certain parts of the Building shall be allocated for exclusive use of certain users/residents. The price of the apartment has been determined taking this into consideration and the Allottee/s waives his/her/their /its right to raise any dispute in this regards.

- aa) In the event the electric meter of the said apartment has not been installed by the Date of Offer of possession, the Promoters shall be obliged to provide power supply to the said apartment. The Power supply will be in line with the supply generally provided by the electricity distribution company in that area with regard to the duration and voltage. The Allottee/s shall pay a fixed monthly sum to the Promoters for providing this supply, which shall be made known to the Allottee/s by FMC.
- bb) The Allottee/s agree/s and acknowledge/s that the sample apartment constructed by the Promoters and all furniture's, items, electronic goods, amenities etc. provided thereon are only for the purpose of showcasing the apartment and the Promoters are not liable/required to provide any furniture, items, electronic goods, amenities, etc. as displayed in the sample apartment, other than as expressly agreed by the Promoters under this agreement.
- cc) The Allottee/s confirm/s that this agreement is the binding arrangement between the parties and overrides any other written and/or oral understanding but not limited to the application form, allotment letter, brochure or electronic communication of any form.
- dd) In the event the society has been formed but there is /are apartments in the Building that are not sold by the Promoters, till such time that such unsold apartments is/are sold/ leased, the property tax for such unsold apartments shall be payable by the Promoters as charged shall be payable by the Promoters for such unsold apartments from the date of handover of the society by the Promoters and not prior to the same.
- ee) The Allottee/s agree/s and accept/s that for the said layout development common area and facilities are proposed to be provided and that those are for the entire layout of the said larger land and are not meant exclusively for the said real estate project. Thus, Promoters shall not be under obligation to complete the said common areas and facilities along with the completion of said building but Promoters shall complete all common areas and facilities at a later date and simultaneously with the completion of entire future layout development of the said larger land.
- ff) The Allottee/s agree/s and undertake/s not to impede and/or prevent in any manner, to the best of his/her/their ability, the

promoters or its representative to enter into the Building and/or said larger land and/or said real estate project and/or any part thereof for the purposes of showing any unsold apartments to prospective allottees or brokers and/or showing the said Building and/or real estate project to investors or other 3rd parties and/or in general for any marketing, promotional, photographic or other legitimate purpose.

- gg) The Allottee/s agree/s and acknowledge/s that the Promoters shall have the unconditional and irrevocable right to sell, transfer, lease, encumber and/or create any right, title or invest in the unsold apartments without any consent/no-objection of any nature whatsoever in this regard from and payment of any transfer fees to the Society and such Allottee/s of such unsold unit/s shall be deemed to be a member of the Society. Where consent and/or, permission may be required from the Society pursuant to applicable Law (illustratively, for electricity), the Allottee/s shall cause the Society to issue such consents and/or permissions forthwith on request.
- hh) The Allottee/s hereto agrees and acknowledges that at the time of handover of the Society, the Promoters shall earmark certain parking spaces for use by such unsold apartments and the Allottee/s hereby agrees and shall cause the Society to ensure that these car parking spaces are kept available for use by the Allottee/s of the unsold units.
- ii) Upon and after handover of the management of the Building to the Society, the Society (and its members) will be responsible for fulfilment of all obligations and responsibilities in relation to approvals/permissions as may be required by the concerned Authorities from time to time.
- jj) The Allottee/s, if is a resident of outside India (NRI) then he/she/they shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 (FEMA), Reserve Bank of India Act and Rules made there under or any statutory amendments(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 Promoters with such permission, approvals which would enable the Promoters 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 provision of FEMA or statutory enactments or amendments thereof and the rules and regulation of the Reserve Bank of India or any other Applicable Law. The Allottee/s understand/s and agree/s that in the event of any failure on this part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they shall be liable for action under the FEMA as amended from time to time. The Promoters accepts no responsibility/liability in this regard. The Allottee/s shall keep the Promoters fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/s subsequent to the signing of this agreement, it shall be the sole responsibility of the Allottee/s to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any under the applicable laws. The Promoters shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee/s and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoters shall be issuing the payment receipts in favour of the Allottee/s only.

kk) The Allottee/s is/are aware that various Allottee/s have chosen to buy apartment in the development with the assurance that the conduct of all users of the development shall be appropriate and in line with high standards of social behaviour. Similarly, the Promoters has agreed to sell this apartment to the Allottee/s on the premise that the Allottee/s shall conduct himself/herself/themselves in a reasonable manner and shall not cause any damage to the reputation of or bring disrepute to or cause nuisance to any of the other Allottee/s in the project and/or the Promoters and/or the development. Any Allottee/s who indulges in any action which does not meet such standards shall be constructed to be in default of his obligations under this Agreement.

ll) The Allottee/s undertakes to observe all other stipulations and rules which are provided herein in order to enable the Building to be well maintained and enable all Allottee/s to enjoy the usage of these areas as originally designed.

mm) In case of acquisition or requisition of the Said Larger Land and/or any portion thereof, for any reason whatsoever by the said

Corporation and any other competent authority; the Promoters alone shall be entitled to appropriate the compensation receivable or that shall be given against such acquisition or requisition.

nn) That Allottee/s admit and accept the binding effects of all the covenants given hereinabove and the same shall be binding upon and enforceable against Allottee/s. The Allottee/s shall not commit any breach or violation of any of the above mentioned covenants given to the Promoters and understand that the entitlement to the 5 years defect liability clause as stipulated in clause 10 by the Allottee/s shall be subject to Allottee/s not violating the covenants given by him/her/them vide clause 'a' to 'mm' above. Any breach or violation of above covenants shall make Allottee/s liable for action in accordance with law for breach of Contract.

21) MAINTENANCE OF SEPARATE ACCOUNT:-

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

22) RESTRICTION ON RIGHT OF ALLOTTEE/S:-

22.1) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Property and Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, common areas parking spaces, lobbies, staircases, lift area, terraces recreation spaces, internal road in the layout etc. will remain the property of the Promoters until the said Property is transferred to the society as hereinbefore mentioned.

23) PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE:-

23.1) The Promoters have already disclosed about the creation of mortgage or charge upon the Said larger land in the title report and/or while registering the said real estate project under RERA and/or elsewhere in this agreement. Subject to what has been stated therein, the Promoters

agree that after execution of this agreement they shall not of their own unilaterally and without the consent of Allottee/s mortgage or create a charge on the said apartment. In case if any such mortgage or charge is made or created by the Promoters by themselves then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s, who has taken or agreed to take such apartment.

23.2) In case if the Allottee avail the financial assistance or home loan inter-alia for purchasing an acquiring the said apartment, then in that event, Promoters shall at the request and at the cost of Allottee/s, allow the charge or mortgage to be created upon the said apartment of such financial institution from whom the Allottee/s shall avail such financial assistance or home loan. It is agreed and understood that the entire responsibility/liability of repayment of the said financial assistance/home loan shall be that of the Allottee/s alone. The Promoters in no way shall be liable for the payment of or repayment of the said financial assistance/home loan to the said Financial institution the Allottee/s alone shall be liable and responsible for all consequences, costs and or litigations that may arise due to non-payment and default in repayment of said financial assistance and home loan. In any case mortgage or charge that shall be created pursuant to availing of such financial assistance/home loan by the Allottee/s, shall be limited to and/or restricted to or upon to the said apartment only. Save and except the said apartment, no other portion of the said building and or said Property shall be encumbered or charged with any liability of mortgage or otherwise against said financial assistance/home loan. The Allottee/s undertakes to indemnify and keep indemnified the promoters against all losses, injures or damages that may be caused to the Promoters due to non-payment/repayment of the said financial assistance/home loan.

24) BINDING EFFECT:-

24.1) Forwarding this Agreement to the Allottee/s by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee/s until, firstly, the Allottee/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 Allottee/s and secondly, appear for registration of the same before the concerned Sub-

Registrar as and when intimated by the Promoters. If the Allottee/s(s) fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 7(Seven) days from the date of its receipt by the Allottee/s, application of the Allottee/s for allotment of apartment shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever and by deducting there from 15% of the sum till then deposited by the Allottee/s which promoters towards administrative cost and or cancellation money as the case may be.

25) ENTIRE AGREEMENT:-

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

26) RIGHT TO AMEND:-

26.1) This agreement shall not be amended by either of the parties without mutual consent of each other. The amendment if any is to be made to this agreement shall be made only by written consent of both the parties and not otherwise.

27) PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/S /SUBSEQUENT ALLOTTEE/S:-

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

28) SEVERABILITY:-

28.1) If any provision of this Agreement shall be determined to be void or unenforceable under the provisions of RERA Act or the Rules framed thereunder then, such provisions of the Agreement shall be deemed to have been amended or deleted and or shall be considered as 'severed' from this agreement as if it was not forming part of this agreement. But in that eventuality the remaining Provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

29) METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:-

29.1) In this Agreement it is stipulated that the Allottee/s has/have to make any payment, in common with other Allottee/s in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments/ in the Project.

30) FURTHER ASSURANCES:-

30.1) 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. All costs expenses, charges, taxes, including stamp duty, GST, Registration Charges etc, that shall be required to be incurred for execution of such instruments and/or for taking such other action, shall be incurred and paid by the Allottee/s in proportionate share.

31) PLACE OF EXECUTION:-

31.1) The execution of this Agreement shall be complete only upon its execution by the Promoters through its authorized signatory at the Promoter's Office as mentioned in the title clause.

31.2) The Allottee/s and/or Promoters shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof. But all expenses towards stamp duty

registration, GST, taxes, MVA, Service Tax and /or any other cess and taxes pertaining to this agreement and /or any other document that shall be executed in connection with the said agreement, shall be borne and paid by the Allottee/s.

32) ADDRESS FOR CORRESPONDENCE:-

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

Name of Allottee/s _____

(Allottee/s Address) _____

Notified Email ID: _____

M/s Promoter name: _____

(Promoter Address): _____

Notified Email ID: _____

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

33) JOINT ALLOTTEE/S:-

33.1) That in case there are Joint Allottee/s all communications shall be sent by the Promoters to the Allottee/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 Allottee/s.

34) STAMP DUTY AND REGISTRATION:-

34.1) The charges towards stamp duty and registration of this Agreement shall be borne by Allottee/s.

35) DISPUTE RESOLUTION :-

35.1) Any dispute between the parties shall be settled amicably. In case of failure to settle the dispute amicably, such unsettled dispute shall be referred to the regulatory authority as per the provisions of Real estate Regulation and Development Act 2016 and the Rules and Regulation framed thereunder.

36) GOVERNING LAW:-

36.1) 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.

SCHEDULE –I SAID FIRST LAND

All that piece and parcel of plot of land bearing Survey No. 2, Hissa no.33, admeasuring 0H-41R-0P equivalent to 4100 sq. meters lying, being and situate at village Vadavli, Taluka and District Thane within the limits of Thane Municipal Corporation and which is more particularly shown by green colour hatch line in plan at Annexure 'A'.

SCHEDULE –II SAID SECOND LAND

All that piece and parcel of plot of land bearing Survey no. 2, Hissa no.19, admeasuring 0-41-5 HRP equivalent to 4150 sq. meters lying, being and situate at village Vadavli, Taluka and District Thane within the limits of Thane Municipal Corporation which is more particularly shown by blue colour hatch line in plan at Annexure 'A'.

SCHEDULE –III SAID THIRD LAND

All that piece and parcel of plot of land bearing Survey no.2, Hissa no.28 admeasuring 0-31-3 HRP equivalent to 3130 sq. meters, lying, being and situate at village Vadavli, Taluka and District Thane within the limits of Thane Municipal Corporation which is more particularly shown by brown colour hatch line in plan at Annexure 'A'.

SCHEDULE –IV SAID PROPERTY VIZ. PLOT B

An area admeasuring 1669.94 sq. meters out of said second land viz. Survey no.2, Hissa no.19 lying, being and situate at village Vadavli, Taluka and District Thane within the

limits of Thane Municipal Corporation which is more particularly shown by red colour hatch line in plan at Annexure 'A'.

SCHEDULE -V

SAID REAL ESTATE PROJECT

Joy Square comprising of building no. D presently consisting of ground part plus stilt part plus 1 to 10 floors plus 11 to 13 floors part and independent bungalow structure of original owner i.e. building E which are being erected upon said property described hereinabove above.

SCHEDULE - VI

SAID APARTMENT

Apartment/shop/office bearing no. _____ admeasuring _____ sq. mt. carpet area, plus _____ sq. mt. appurtenant terrace plus _____ sq. mt. appurtenant cupboard to be situate on the _____ floor of the building D in the project known as Joy SQUARE to be constructed in or upon the said property i.e. the property mentioned in Schedule IV above which said apartment is more particularly shown in the floor plan surrounded by red colour boundary line.

SCHEDULE VII

SAID COVERED PARKING SPACES

_____ no. of Covered parking space/s situate at Stilt/stack being constructed in or upon the said property mentioned in Schedule IV above, which said covered parking space is more particularly shown in the parking plan surrounded by red colour boundary line.

IN WITNESS WHEREOF PARTIES HEREINABOVE NAMED HAVE SET THEIR RESPECTIVE HANDS AND SIGNED THIS AGREEMENT FOR SALE AT THANE IN THE PRESENCE OF ATTESTING WITNESS, SIGNING AS SUCH ON THE DAY FIRST ABOVE WRITTEN.

Withinnamed ‘**PROMOTERS**
M/S. ANANT SQUARE
Through its partners

SHRI _____

SHRI _____

In the presence of

- 1.
- 2.

SIGNED & DELIVERED by the
withinnamed ‘**ALLOTTEE/S**

SHRI/SMT/MS _____

SHRI/SMT/MS _____

SHRI/SMT/MS _____

In the presence of

- 1.
- 2.

RECEIPT

RECEIVED WITH THANKS of and from the within named the Purchaser/s, sum of
Rs. _____/(Rupees _____
_____ Only) in the following manner
being part consideration as mentioned in clause _____ of the above agreement:

Sr. No.	Cheque No.	Dated	Drawn on bank	Amount

WE SAY RECEIVED

Rs. _____/-

WITNESSES:

For **M/s. ANANT SQUARE**

1)

Partner/Promoters

2)