

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made and entered into at Palghar, on this ____day of _____, 20____, BETWEEN: M/s. SHUBH ASSOCIATES, a partnership firm, having its office at A/63, 101, Sector I, Shanti Nagar Mira Road (East), Thane 401 107, hereinafter referred to as the "BUILDER/PROMOTER" (which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include the said firm and its partner or partners from time to time and their respective heirs, executors, administrators and assigns) of the ONE PART AND SHRI/SMT./M/S. _____ having address at _____

_____ hereinafter referred to as "THE PURCHASER/S" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors, administrators, successors and assigns) of the OTHER PART.

WHEREAS originally M/s. Sheth Jeevanji Jamasji Mistry's Surat Adarian Fund, a Public Trust, registered under the Bombay Public Trust Act, 29 of 1950, having its PIR No. C-238, through its trustees Shri Dara T.R. Mistry, Shri Rustom J. Balsara, Aileen Darabshaw Mistry and Shri Homi Nariman Mistry were the owners of non-agricultural land bearing Old Survey No. 91, New Survey No. 52, admeasuring H-8, R—41, Prati-7, i.e. equivalent to 84170 sq.meters, assessed at Rs.18/- and Old Survey No. 92, New Survey No. 54, admeasuring H-7, R-89, Prati-1 i.e. equivalent 78910 sq. meters, assessed at Rs.16/-, situate, lying and being at Village Khaira, Taluka Palghar, District Thane, in the Registration office of Sub-Registrar Palghar, (hereinafter referred to as "the Said Entire Property")

AND WHEREAS by a Memorandum of Understanding, dated 28th August, 2007, the said M/s. Sheth Jeevanji Jamasji Mistry's Surat Adarian Fund agreed to sell and transfer the said entire property to M/s. Jai Mata Di Corporation, at the price and on the terms and conditions mentioned therein.

AND WHEREAS the Charity Commissioner vide Order No. J-4/33/2008, dated 21st August, 2008, granted its sanction for sale and transfer of the said property by the original owners to the said M/s. Jai Mata Di Corporation and/or their nominee/s on the terms and conditions therein contained.

AND WHEREAS by a Deed of Conveyance, dated 6th September, 2008, registered in the office of Sub-Registrar of Assurance at Palghar under Sr. No. 4856 of 2008, the said M/s. Sheth Jeevanji Jamasji Mistry's Surat Adarian Fund and M/s. Jai Mata Di Corporation jointly sold, transferred and conveyed the said entire property, to M/s. Thakur Estate Development Pvt. Ltd., for the consideration mentioned therein.

AND WHEREAS by a Mutation Entry No. 2073, the name of the said M/s. Thakur Estate Development Pvt. Ltd., came to be recorded in the 7/12 Extract of the said entire property, as the owners thereof.

AND WHEREAS by a Deed of Conveyance, dated 15th February, 2011, registered in the office of Sub-Registrar of Assurance at Palghar under Sr. No. PLR/01562/2011 dated 28th February, 2011, the said M/s. Thakur Estate Development Pvt. Ltd., sold, transferred and conveyed the land bearing Old Survey No. 91, New Survey No. 52, admeasuring H-8, R-41, Prati-7, i.e. equivalent to 84170 sq.meters, assessed at Rs.18/-, situate, lying and being at Village Khaira, Taluka Palghar, District Thane, in the Registration office of Sub-Registrar Palghar and shown and surrounded by RED colour boundary line on the plan annexed hereto (hereinafter referred to as "the Said First Property")

to M/s. Maad Realtors & Infra Pvt. Ltd., for the consideration mentioned therein.

AND WHEREAS the said M/s. Thakur Estate Development Pvt. Ltd., had executed a Power of Attorney, dated 28th May, 2011, in respect of land bearing Old Survey No. 92, New Survey No. 54, admeasuring H-7, R-89, Prati-1 i.e. equivalent 78910 sq. meters, assessed at Rs.16/-, situate, lying and being at Village Khaira, Taluka Palghar, District Thane, in the Registration office of Sub-Registrar Palghar and shown and surrounded by GREEN colour boundary line on the plan annexed hereto (hereinafter referred to as "the Said Second Property"), in favour of M/s. Maad Realtors & Infra Pvt. Ltd., conferring upon it several powers inter-alia power to sell the said second property to the person or persons of its choice including power to execute a Deed of Conveyance and/or any other instruments either in their favour or in favour of the ultimate transferee thereof and to lodge the same for registration in the office of Sub-Registrar of Assurance and to admit the execution thereof before the Sub-Registrar of Assurance.

AND WHEREAS in the premises aforesaid, the said M/s. Maad Realtors & Infra Pvt. Ltd., became absolutely seized and possessed off and/or otherwise well and sufficiently entitled to the said first and second property, more particularly described in the First Schedule hereunder written and for brevity sake, the said first and second property, more particularly described in the First Schedule hereunder written, shall hereinafter be referred to as "the Said Property".

AND WHEREAS the Commencement Certificate for the proposed Residential/Residential with Shop line Buildings is granted by the Town Planning Officers, Palghar vide Order No. NR-Palghar Branch/Special/commence/Saravli/Palghar/S.No. 91 and 92/574, dated 7th August, 2009.

AND WHEREAS the Town Planning Officer, Konkan Bhavan has also granted permission to construct third and fourth floor of the proposed Residential/Residential with Shops vide an Order No. Palghar Branch/Village Khaira/New S.No. 52 and 54/Third and Fourth Floor/Usankovi/1103, dated 13th April, 2011 in respect of the said first property.

AND WHEREAS the Town Planning Department, Palghar has granted revised permission vide an Order No. BP/Village Khaira/Taluka Palghar/Old Survey No.91 and 92, New Survey No.52 and 54/Residential/Addl. Floor/NR/Palghar/551, dated 3rd June, 2011.

AND WHEREAS the Collector of Thane has vide his Order No. Mehsul/K-1/T-2/NAP/SR-85/09, dated 12th October, 2009 has in terms of the provisions of Section 44 of the Maharashtra Land Revenue Code, 1966, granted necessary permission to put inter-alia the said larger properties to non-agricultural use and the said permission is valid, subsisting and in operation in as much as out of the several lands in respect of which the said non-agricultural permission has been granted have been put to non-agricultural use.

AND WHEREAS by an Agreement, dated 11th August, 2011, registered in the office of Sub-Registrar of Assurance at Palghar under Sr. No. PLR/05654/2011, dated 11th August, 2011, M/s. Maad Realtors & Infra Pvt. Ltd., has agreed to assign the development rights of Building No. 21 and 22 consisting of ground plus 4 upper floors, admeasuring 10405.05 sq. meters, to be constructed in the layout of the said property, more particularly described in the Second Schedule hereunder written to the Builder/Promoter herein, at the price and on the terms and conditions stipulated therein.

AND WHEREAS in pursuance to the said Agreement, dated 11th August, 2011, M/s. Maad Realtors & Infra Pvt. Ltd., had

also executed an Irrevocable General Power of Attorney, dated 11th August, 2011, registered in the office of Sub-Registrar of Assurance at Palghar under Sr. No. PLR-05655/2011, dated 11th August, 2011, in favour of one of the partners of the Builder/Promoter herein, conferring upon him several powers inter-alia power to develop the said property by constructing the said buildings.

AND WHEREAS in the premises aforesaid, the Builder /Promoter herein is entitled to construct the said buildings in the layout of the said property, more particularly described in the Second Schedule hereunder written, as per the permissions and sanctions granted by the authorities concerned.

AND WHEREAS the Builder /Promoter have proposed to construct a Building No. 21 comprising of Ground + ____ upper floors and ____ Wings and Building No. 22 comprising of Ground + ____ upper floors and ____ Wings and to be known as **“Vinayraj Regency”** in the layout of the said property, more particularly described in the Second Schedule hereunder written,(hereinafter referred to as “the Said Building”)

AND WHEREAS in the premises aforesaid, the Builder/Promoter alone has the sole and exclusive right to sell the Flats in the said building and to enter into Agreement for Sale with the Purchaser/s of the flats in the said building and to receive the sale price from the prospective purchaser/s thereof.

The Builders have engaged the service of _____, registered with the Counsel of Architects, as an Architect and Structural Engineer _____ for preparation of the structural drawings of the building/s and the Builders accepts the professional supervision of the Architect and Structural Engineer till the completion of the building/s.

The Jilla Parishad, Thane has sanctioned the Building Plan on the terms and conditions as contained in the Commencement Certificate bearing No. _____ dated _____, for construction of the new building on the said Property, and on _____ the said Commencement Certificate is further amended/extended for Ground + ____ Upper floors. That since the proposed building is consisting of Ground + ____ Upper floors, further Commencement Certificate shall be obtained by the Developer from time to time.

Adv. _____, Advocate and Solicitor, has issued a Title Report dated _____, have inter alia certified the title of the said Property as marketable. The copy of the said Title Report and the copies of the plans, specifications, Property Records and other documents showing the nature of the title of the said property are hereto annexed hereto and marked as Annexures "A, B, C, D & E" respectively.

AND WHEREAS the Flat Purchaser/s demanded from the Builder/Promoter and the Builder/Promoter has given inspection to the Purchaser/s of all the documents of title relating to the said property, the said orders and permissions granted by the authorities concerned and also approved building plans, designs and specifications and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder has been duly given to and taken by the Purchaser/s. The Purchaser/s has/have also satisfied himself/ herself/themselves about the same.

The authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure "F". The authenticated copies of the plans of the Layout as proposed by the Developer and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have

been annexed hereto and marked as Annexure “G”. The Developer has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

The Developer has registered the Project under the provisions of the said Act i.e. Real Estate (Regulation & Redevelopment) Act, 2016 (with the Real Estate Regulatory Authority at ____ no.____. Annexed hereto as Annexure “H” is a copy of Registration certificate issued by the MahaRERA.

AND WHEREAS the Purchaser/s has/have agreed to purchase a Flat No._____, admeasuring _____ Sq. Feet (Carpet area as defined below) i.e. equivalent to _____ sq. meters on the _____ floor of the said Building No. _____, in the _____ wing of the building known as “**Vinayraj Regency**” more particularly described in the Third Schedule hereunder written, (hereinafter referred to as “the Said Premises”) from the Builder/Promoter and the Builder/Promoter agreed to sell the said premises, more particularly described in the Third Schedule hereunder written, to the Purchaser/s, at the price and on the terms and conditions mutually agreed upon by and between the parties hereto as hereinafter appearing;

AND WHEREAS Section 13 of the said Act requires the Developer to execute a written Agreement for Sale of said Flat with the Purchaser/s , being in fact these presents and also to register said Agreement under the Registration Act, 1908.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows :-

1. The recitals, schedules and annexures in and to this Agreement for Sale (“Agreement”) form an integral part of this Agreement, and in the interpretation of this Agreement and in all

matters relating to the transaction herein, this Agreement shall be read and construed in its entirety

2. The Builder/Promoter shall construct the said building in the layout of the said property, in accordance with plans, designs, specifications approved by the local authority which have been seen and approved by the Purchaser/s with only such variations and modifications as the Builder/Promoter may consider necessary or as may be required by the concerned local authority for which the Purchaser/s hereby gives consent.

3. The Purchaser/s hereby agrees to purchase from the Builder/Promoter and Builder /Promoter hereby agree to sell to the Purchaser/s the said premises viz. Flat No.____, admeasuring ____ Sq. Feet Carpet area i.e. equivalent to ____ sq. meters on the ____ floor of the said Building No. ____, in the ____ wing, together with the Stilt Car/Bike Parking No. ____ of the building known as “Vinayraj Regency” more particularly described in the Third Schedule hereunder written, for the price of Rs.____/- (Rupees _____ only) including price of the common area and facilities appurtenant to the premises.

The term “Carpet Area” as defined under the said Act shall mean the net usable floor area of an Apartment, excluding the area covered by the external wall, area under the service shafts, exclusive balcony or verandh area and exclusive open Terrace area, but includes the area covered by the internal partition walls of the apartment.

4. The Total Sale Consideration is the aggregate consideration for the said Flat and the said Car Parking Spaces, which is individually bifurcated as under:-

4.1 Rs.____/- for and towards the said Flat

4.2 Rs.____/- for and towards the said Stilt Car Parking Space.

5. The Purchaser/s shall pay to the Builder/Promoter a sum of Rs._____ (Rupees _____ Only) as the purchase price in respect of the said premises apart from other payments to be made by the Purchaser/s under this Agreement to the Builder /Promoter. The Purchase price shall be paid by the Purchaser/s to the Builder/Promoter in the following manner;

- a) Rs._____-/- as Earnest Money on or before the execution of this Agreement. (Being 10% of the total Consideration amount)
- b) Rs._____-/- On completion of Plinth work.
- c) Rs._____-/- On completion of the First Slab.
- d) Rs._____-/- On completion of the Second Slab.
- e) Rs._____-/- On completion of the Third Slab.
- f) Rs._____-/- On completion of the Fourth Slab.
- g) Rs._____-/- On completion of the Fifth Slab.
- h) Rs._____-/- On completion of Bricks Work.
- i) Rs._____-/- On completion of Plaster.
- j) Rs._____-/- On completion of flooring.
- k) Rs._____-/- On giving possession of the said premises. (Being 5% of the total consideration amount)

The aforesaid payments shall be made by the Purchaser/s within 15 (fifteen) days of Notice in writing by the Developer to be given as herein mentioned. Time for the payment is the essence of this Agreement.

The Amount payable as per the terms of this Agreement for the items, such as plinth, casting of slabs, construction of brick walls, etc. already completed prior to the date of execution of this Agreement, shall be deemed to be due from the Purchaser/s on the date of this Agreement in addition to the earnest money.

6. The Installments of the balance Sale Consideration payable by the Purchaser/s to the Developers as stated above shall be paid in the following manner:-

i. **70% of every installment** shall be made by cheque/demand draft drawn /pay order/wire transfer/any other instrument drawn in favour of _____ Account No._____ in the designated account being Account No._____ opened and maintained by the Developer with _____ Bank. (hereinafter referred to as '**the Designated Account**'). The Developer shall withdraw amounts from the Designated Account in accordance with the provision of Applicable Laws.

ii. **30% of every installment** shall be made by cheque/demand draft drawn /pay order/wire transfer/any other instrument drawn in favour of _____ Account No._____ in the designated account being Account No._____ opened by the Developer with _____ Bank (hereinafter referred to as "**the Developers Account**").

7. It is further agreed and understood that the Total Sale 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 Developer undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost, or

levies imposed by the competent authorities etc., the Developer shall enclose such notification / order / rule / regulation published / issued in that behalf to that effect along-with the demand letter being issued to the Purchaser/s, which shall only be applicable on subsequent payments.

8. Without prejudice to the Developer's other rights under this Agreement and/or in law, the Purchaser/s shall pay to the Developer interest per annum at the SBI highest marginal cost of lending rate plus 2% as specified in the Rule on all amounts which are due and/or payable by the Purchaser/s to the Developer under the terms of this Agreement from the date the said amount is payable by the Purchaser/s to the Developer until the date such outstanding amount is received by the Developer.

9. The Purchaser/s agrees and confirms that in the event of delay/default in making payment of the service tax/VAT/GST or any such tax demanded, then without prejudice to any other rights or remedies available with the Developer under this Agreement, the Developer shall be entitled to adjust the unpaid service tax/VAT/GST or any such tax along with interest payable thereon from the due date till the date of adjustment against any subsequent amounts received from the Purchaser/s.

10. On the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Builders under this agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoing) and on the Purchaser/s committing breach of any of the terms and conditions herein contained, the Builders shall be entitled at their own option to terminate this agreement;

PROVIDED always that the Power of termination herein before contained shall not be exercised by the Builders unless and until the Builders shall have given to the Purchaser/s fifteen days prior notice in writing of 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 and default shall have been made by the Purchaser/s in remedying such breach or breaches within a reasonable time after giving of such notice.

PROVIDED further that upon termination of this agreement as aforesaid, the Builders shall refund to the Purchaser/s the installments of sale price of the Flat/Shop which may till have been paid by the Purchaser/s to the Builders but the Builders shall not be liable to pay to the Purchaser/s any interest on the amount so refunded and upon termination of this agreement, the Builders shall be at liberty to dispose off and sell the Flat/Shop to such person and at such price as the Builders may in their absolute discretion think fit.

11. (i) The Developer hereby declares that the Floor Space Index available as on date in respect of the Project Land is _____ square meters only and Developer has planned to utilize Floor Space Index of by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Developer has disclosed the estimated Floor Space Index of _____ as proposed to be utilized by him on the Project Land in the said Project and Purchaser/s has agreed to purchase the Apartment based on the proposed construction and sale of apartments to be carried out by the Developer by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developer only.

(ii) In the event of there being any increase in the potential of the land under construction by the Developer due to any notification/circular or the MCGM/concerned authority and/or the implementation of the Development Control Regulations, 2034, the increase in the potential shall solely belong to the Developer alone and the Purchaser/s shall in no event claim any right thereon or objection in that regard, as far as the Developers comply with the provisions of the Act and take the consent of the Purchaser/s in the Project.

12. The Developer hereby represents and warrants to the Purchaser/s as follows:

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

12.2 The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

12.3 There are no other encumbrances upon the project land or the Project except those disclosed in the title report;

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

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

Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

12.6 The Designated Account shall be used for the purpose the same is opened and withdrawals therefrom shall be in the manner as provided under the Act.

12.7 The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected;

12.8 The Registration of the Project is valid and subsisting.

12.9 The Developer has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will adversely affect the rights of Purchaser/s under this Agreement;

12.10 The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Flat/Premises to the Purchaser/s in the manner contemplated in this Agreement;

12.11 At the time of execution of the conveyance deed of the structure to the Association of Purchaser/s the Developer shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchaser/s;

12.12 The Developer has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

12.13 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 Developer in respect of the project land and/or the Project except those disclosed in the title report.

13. Subject to the availability of cement, steel and water for construction or other buildings materials and subject to strike, civil commotion or any act of God such as Earthquake, flood or any other natural calamities and act of enemies or other causes beyond the control of the Builder/Promoter, the Builder/Promoter shall complete the construction of the said building and shall hand over the possession of the said premises to the Purchaser/s on or before _____ day of _____20____.

13.1) If the Developer fails or neglects to offer possession of the Premises to the Purchaser/s on the above referred date or within any further date or dates as may be mutually agreed between the Parties hereto, then in such case the Purchaser/s shall be entitled adopt such process as may be required and permitted under any prevailing laws for seeking such refund as he may be entitled to, however the refund if processed under any circumstances shall be strictly for the amount paid till the date, excluding any other unpaid dues and taxes. The Developer shall refund the above mentioned amount in respect of such termination and neither party shall have

any claim against the other in respect of the Premises or arising out of this Agreement and the Developer shall be at liberty to dispose of the Premises to any other person or persons at such price and upon such terms and conditions as the Developer may deem fit. The Purchaser/s shall simultaneously on receipt of the refund of the amounts execute a Deed of Cancellation (in format required by the Developer) and register the same in the office of the concerned Registrar/sub-Registrar of Assurances.

13.2) The Purchaser/s agrees that the return of the payment mentioned in Clause 13.1 above constitutes the Purchaser's sole remedy in such circumstances and the Purchaser/s foregoes any and all his/her/their rights to claim against the Developer for any specific performance and/or any losses, damages, costs, expenses or liability whatsoever; Upon this Agreement being terminated as stated in Clause 13.1 above, the amounts paid by the Purchaser/s towards his service tax, GST, VAT liability until the date of termination/cancellation and deposited with the statutory authorities, shall be refunded to the Purchaser/s without any interest thereon only upon the Developer receiving corresponding refund/getting credit of the corresponding service tax amount paid/ deposited, from the statutory authorities and not otherwise.

14. It is mutually agreed between the parties hereto that Builder/ Promoter shall have exclusive right to allot the remaining parking lot to the Purchaser/s of flats in the said building as per its own discretion.

15. It is mutually agreed by and between the parties hereto that any Additional amenities in the said premises and/or in respect of the specifications and amenities provided by the Builder/promoter, if agreed by the Builder/Promoter, shall be carried out at the risk

and extra cost of the Purchaser/s which shall be paid in advance to the Builder/Promoter by the Purchaser/s.

16. The Purchaser/s hereby place on record that the Builder/Promoter shall be entitled to consume entire FSI of the said property by constructing buildings thereon and shall also be entitled to load additional FSI on the said property by way of TDR and as such, Builder/Promoter shall have right to amend the plan of the said building as per the provisions of the Said Act, to which the Purchaser/s hereby shall accord his/her/their consent for the same and under no circumstances, the Purchaser/s shall be entitled to raise any objection either for amendment of plan of the said building or for loading additional F.S.I. on the said building by availing TDR.

17. The Builder/Promoter hereby represent that in addition to the said property, more particularly described in the First Schedule hereunder written, the Builder/Promoter has owned the property adjoining to the said property and the inspection of the documents pertaining to the said property adjoining to the property, more particularly described in the First Schedule hereunder written, has already been taken by the Purchaser/s prior to execution of these presents and as such, the Builder/Promoter shall develop the said property which is adjoining to the property, more particularly described in the First Schedule hereunder written, in phase wise and for the same the Builder/Promoter shall amalgamate the said property adjoining to the property, more particularly described in the First Schedule hereunder written and for the said purpose, the Builder/Promoter shall make the provisions of common infrastructures for the said property as well as the property, more particularly described in the First Schedule hereunder written and shall provide common amenities in the layout comprising the said property as well as the property, more particularly described in the Schedule hereunder written. The Builder/Promoter further represent that they are in the process of purchasing property adjoining to the said property, more

particularly described in the First Schedule hereunder written and to develop the said entire property including the property, more particularly described in the First Schedule hereunder written, the Builders/Promoter shall take minimum ten years. The Purchaser hereby agrees and undertakes to sign and execute such further letters, NOCs, permissions, no objection certificates, agreements, deeds, documents etc... as may be required by the Developer, from time to time, for such amalgamation and implementation of revised plans.

18. The Builder/Promoter hereby represent that the original owners shall convey the land and building to be constructed in the layout of the said entire property including the said property, more particularly described in the First Schedule hereunder written, either in favour of Apex Body of the society of each buildings in the layout of the said entire property or in favour of a Federation and that too after developing the said entire property. However, under no circumstances, the land and building will be conveyed in favour of individual society of the building to be constructed on the layout of the said entire property including the said property, more particularly described in the First Schedule hereunder written.

19. The Developer shall cause the Original Owners, within ____ months of receipt of Occupation Certificate and registration of the Societies or Limited Company, as aforesaid, to execute the conveyance in favour of the Society or Limited Company, right, title and the interest of the building that are constructed on the said Property. The Developer shall, within ____ months from completion of all the phases cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Developer and/or the Owners in the project land on which the building with multiple wings or buildings are constructed.

20. The Purchaser/s hereby agree and confirm that the Builder/Promoter shall have exclusive right to exercise its right to

develop the said entire property including the said property, more particularly described in the First Schedule hereunder written. The Purchaser/s also hereby authorize the Builder/Promoter to consume the entire F.S.I. available in the said entire property including the said property, more particularly described in the First Schedule hereunder written, by constructing buildings thereon and for the same, the Purchaser/s hereby authorize the Builder/Promoter to amend the plan of the said buildings including the said building from time to time.

21. Nothing contained in this Agreement, shall be construed so as to confer upon the Purchaser/s any right, title or interest of any kind whatsoever into or over the said property or building or any part thereof, save and except the said premises agreed to be purchased by the Purchaser/s. Such conferment shall take place only on execution of conveyance in either in favour of Apex Body of the society or in favour of a Federation.

22. The Purchaser/s shall have no claim or right save and except in respect of the premises agreed to be purchased by him/her/them. However, the Builder/Promoter has exclusive right to make use of the terrace of the said building for hording purpose or for installation of Antenna thereon and for any other purposes and as such whatever income arising out of the same shall be appropriated by the Builder/Promoter and under no circumstances, the Purchasers of the flats in the said building shall be entitled to lay their claim either on the terrace of the said building or to the income or benefit to be accrued out of the said hording or antenna and similarly, the Builder/Promoter shall not be liable to render the account of the same either to the society or any of the flat purchasers in the said building. All open spaces, Lobbies, terrace, etc. will remain the property of the Builder/Promoter until the said building is transferred to the Apex Body of the Society or Federation as hereinafter mentioned but subject to the rights of the Builder/Promoter as hereinafter stated.

23. IT IS EXPRESSLY AGREED that the Builder/Promoter shall be entitled to sell the premises in the said building for the purpose of using the same as guest house, dispensaries, nursing homes, maternity homes, for residential or for commercial user and/or for any other use as may be permitted by the local authority in that behalf and the Purchaser/s or his/her/their assignee/s shall not object to the use of the premises for the aforesaid purpose at any time in future by the respective purchasers thereof.

24. The Purchaser/s has informed the Builder/Promoter that he/she desires to use the said premises for residential purposes. However, the Purchaser/s shall not change the use of the premises without prior written permission of the Builder/Promoter.

25. IT IS HEREBY EXPRESSLY AGREED that the terrace on the said building shall always belong to the Builder/Promoter and they shall be entitled to deal with and dispose off the same in such manner as they may deem fit and proper. In the event of the Builder/Promoter obtaining permission from the local authority for constructing any type of premises on the terrace, or the open spaces then the Builder/Promoter shall be entitled to dispose off such premises constructed by them on the terrace with or without the terrace to such person and on such terms as the Builder/Promoter may deem fit. The Builder/Promoter shall be entitled in that event to allow the entire terrace to be used by the Purchasers of such premises constructed on the terrace and the terrace shall then be in exclusive possession of the Purchasers of such premises constructed on the terrace. The Society that may be formed by the Purchaser/s of premises in the said building shall admit the Purchaser/s of such premises that may be constructed on the terrace or on the open spaces as its member and shall allot to such Purchasers the premises that may have been constructed on the terrace along with the terrace. In the event of any water storage tank for the building being constructed on the terrace then the Society shall be entitled to depute its representative to go to the terrace for the regular check up and upkeep and for repairing the

tank at all reasonable times and/or during such time as may be mutually agreed upon by the Purchaser/s of the premises on the terrace and the Society.

26. The Builder/Promoter has informed the Purchaser/s that there will be common access roads, passages, electric and telephone cables, water lines, drainage lines, Septic Tank and other common amenities in the layout of the property. The Builder/Promoter has further informed that all the maintenance charges of the aforesaid amenities will be common and the Purchaser/s along with other Purchasers in the building shall share such charges and also maintenance charges proportionately. None of the Purchasers shall be entitled to object to the Builder/Promoter laying such pipelines, underground electric and telephone cable, water lines, drainage lines, sewage lines etc. passing through any of the property belonging to the Builder/Promoter.

27. The Builder/Promoter shall have a right until the execution of the Deed of Conveyance in favour of the Apex Body of the Society or Federation to make additions or alteration or put up additional structures and stories on the said building which shall be the property of the Builder/Promoter and the Builder/Promoter will be entitled to dispose off the same in such manner as they deem fit and the Purchaser/s shall have no objection against the same. If any additional F.S.I. is available to the Builder/Promoter before the execution of the conveyance in favour of the Apex Body of the society or Federation, the Builder/Promoter shall be entitled to utilise the same by constructing additional floors on the said building and also to sell and dispose off the premises that may be constructed by utilising such additional F.S.I.

28. The Developer shall also be entitled to designate any space on the Project Land and/or in the terrace of the said Building to such utility provider either on leave and license or leasehold basis

for the purpose of installing power sub-stations with a view to service the electricity requirement in the said Building.

29. IT IS HEREBY EXPRESSLY AGREED AND PROVIDED THAT so long as it does not in any way effect or prejudice the rights hereunder granted in favour of the Purchaser/s in respect of the said premises agreed to be purchased by the Purchaser/s, the Builder/Promoter shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose off their right, title or interest in the said property and/or in building to be constructed by the Builder/Promoter or any part thereof in accordance with the provisions of law for the time being in force.

30. As soon as the building is notified by the Builder/Promoter as complete such of the Purchasers of the premises (Including the Purchaser/s herein) shall pay the respective outstanding arrears of the price payable by them within 7 days of such notice served individually or to be put up in any prominent place in the said building. If the Purchaser/s fails to pay the said arrears inspite of the notice served as aforesaid, the Builder/Promoter will be entitled to terminate this agreement and to refund to such Purchaser/s all the installments of purchase price paid by such Purchaser/s till then, but without interest thereon and after deducting therefrom the outgoings and dues in respect of the premises agreed to be purchased by him/her/them from the date of completion of the building until the Builder/Promoter shall have disposed off such premises.

31. The Builder/Promoter shall in respect of any amount remaining unpaid by the Purchaser/s under the terms and conditions of this Agreement, have a first lien and charge on the said premises agreed to be purchased by the Purchaser/s.

32. The Purchaser/s shall maintain at his/her/their own costs the said premises agreed to be purchased by him/her/them in good condition, state and order in which it is delivered to him/her/

them, and shall abide by all orders, bye-laws, rules and regulations of the Government, and any other authorities and the Local Authority and shall attend or answer and be responsible for all actions and violations of any of the conditions or orders or rules or bye-laws and shall observe and perform all terms and conditions contained in this Agreement.

33. The parties hereto agree and accept that if the carpet area of the Premises is reduced/increased due to structural columns and structural membranes and/or on account of design and construction variances, the Purchaser/s shall not complain or raise any grievance on account of the said reduction/increase to the extent of 3% (three percentage). The Purchaser/s shall be bound to accept such reduced/increased area and shall not complain or demand compensation for such reduced/increased area, provided such reduction/increase does not exceed a maximum of 3% (three percent), in which scenario (of such reduction/increase of more than 3%) the appropriate payment shall be made for such reduction/increase by the Purchaser/s to the Developer or vice-a-versa by taking into account the Sale Consideration for the said Premises.

34. The Purchaser/s hereby covenants with the Builder/Promoter to pay amounts required to be paid by the Purchaser/s under this Agreement and to observe and perform the covenants and conditions contained in this Agreement and to keep the Builder/Promoter indemnified against the said payment and observance and performance of the said covenants and conditions.

35. The Purchaser/s hereby agrees and undertakes that the Purchaser/s shall become a member of the Co-operative Society in the manner hereinafter appearing and also from time to time sign and execute the application for the Registration and other papers and documents necessary for the incorporation and the registration of such Society including the bye-laws of the proposed Society. No objection shall be raised for changes/additions made to

the draft bye-laws as may be required by the Registrar of Co-operative Societies or other competent authority. The Purchaser/s shall be bound from time to time to sign, all papers and documents and to do all other things as may be required from time to time for safeguarding the interest of the Building and other flat purchasers in the said building and failure to comply with the provisions of this clause will render this agreement ipso facto to come to an end.

36. The Purchaser/s hereby agrees that in the event of any amount becoming payable by way of premium to the concerned local authorities or to the State Government or any amount becoming payable by way of betterment charge or development charges or any other payment of a similar nature in respect of the said property and/or the structure or structures to be constructed thereon and if paid by the Builder/Promoter, the same shall be reimbursed by the Purchaser/s to the Builder/Promoter in the proportion to the area of the said premises in the said building and/or in all other structures in the said property as the case may be. Determination of such proportionate charges by the Builder/Promoter shall be final.

37. The Purchaser/s hereby agrees to and shall pay to Builder/Promoter the following amounts within a period of seven days from the date of notice and in any event before taking possession of the said premises. The said amount are over and above the purchase price :-

- i) Rs._____ towards legal expenses for the present Agreement.
- ii) Rs._____ towards expenses for the formation of Co-operative Society.
- iii) Rs._____ towards contribution of share money and entrance fee.

- iv) Rs._____ towards expenses for installation of electric meter/water meter and electric connection/ water connection charges and any other charges.
- v) Rs._____ towards the corpus fund i.e. for maintenance of common amenities provided in the layout of the said property.
- vi) Rs._____ towards Development Charges.
- vii) Rs._____ towards 12 months Maintenance Charges for proportionate share of taxes and other outgoings.

In case there shall be deficit in the regard, the purchaser shall forthwith on demand pay to the Builder/Promoter his/ her/ their proportionate share to make up such deficit. (the Purchaser/s is/are aware that out of the pocket expenses mentioned in Clause 26 (i) to (vii), above, only the item shown under Clause 26 (vii) is accountable.

38. a) The Purchaser/s hereby further agrees and bind himself/herself/themselves to pay from the date of the delivery of the possession of said premises, his/her/their proportionate share that may be determined by the Builder/Promoter from time to time as outgoings in respect of the property including the insurance, all taxes, water charges, common lights, lift charges, sweepers charges, water charges including water tanker charges, watchman and security service, sanitation, additions, and alterations, paintings, colour washing etc. and all other expenses incidental to the management of the property. Such payment shall be made by the Purchaser/s on or before 5th day of each and every calendar month in advance whether demand thereof is made or not.

b) The Purchaser/s shall pay his/her/their proportionate share of the aforesaid taxes, charges and outgoings to the Builder/Promoter until the Ad-hoc Committee constituted by the Purchasers of the Flats in the said building has been formed and the management of the said building and the common amenities has been handed over to such Ad-hoc Committee or the Co-operative Society by the Builder/Promoter as the case may be.

c) Until all the taxes and water charges are fixed and separately assessed the exact amount of outgoings is worked out, the Purchasers shall regularly pay to the Builder/Promoter the amount calculated by the Builder/Promoter for the outgoings. If the amount so recovered by the Builder/Promoter is more than the actual outgoings worked out for the premises purchased by the Purchasers, the amount in excess shall be refunded to the Purchaser/s and if the amount so recovered is less than the actual amount worked out, the Purchaser/s shall immediately on demand pay to the Builder/Promoter the amount of the difference.

39. The Purchaser/s shall not without the written permission of Builder/Promoter, let, sub-let, sell, convey, charge or in any way encumber or deal with or dispose off his/her/their premises nor assign, underlet or part with his/her/their interest or benefit under this Agreement or any part thereof or in the said premises until the execution of the conveyance either in favour of such Apex Body of the Society or Federation and till the Purchaser/s shall have paid to the Builder/Promoter all moneys payable to Builder/Promoter under this Agreement or otherwise. The Co-operative Society so formed shall have no right to recognise any transfer without the prior written permission of the Builder/Promoter and shall submit to the Builder/Promoter a statement of the existing members at the end of every three month

till the time the conveyance has been executed either in favour of the Apex Body of the Society or Federation as stated herein.

40. The Purchaser/s shall permit the Builder/Promoter and their surveyors and agents with or without workmen and others at all reasonable times to enter upon his/her/their premises or any part thereof for the purpose of repairing any part of the building and for laying checking and repairing cables, water lines, gutters, wires, structure and other conveniences or servicing to be used for the said building and also for the purpose of maintenance, repairing and testing drainages, welding and electric wires and for similar purposes and also for the purpose of cutting off the supply of water to the premises or any other premises in the building in respect whereof the Purchaser/s or the occupier of such of other premises, as the case may be, shall have committed default by not paying his/ her/their share of the water tax and/or other outgoings and the electric charges and all other outgoings.

41. The Purchaser/s shall not at any time demolish the said premises or cause to be done any additions or alterations whatsoever nature in or to the said premises or any part thereof. The Purchaser/s shall keep the premises, walls, partition wall, sewers, drainages, pipes and appurtenances thereto in good and tenantable repair condition and in particular the said building including his/her/their premises. The Purchaser/s shall not close or cause to be closed the balconies or make or cause to be made any alterations in the elevations and outside colour scheme of the premises to be acquired by him/her/them.

42. After the possession of the premises is handed over to the Purchaser/s if any additions or alterations relating to the said building are required to be carried out by the Government, Local Authorities, Municipality or any other statutory authority, the same shall be carried out by the Purchasers of premises in the said building jointly at their own costs and the Builder/Promoter shall not be liable for the same.

43. The Purchaser/s shall insure and keep insured the said premises against loss or damage by fire or any other calamities for the full value thereof.

44. The Purchaser/s shall not do or permit to be done any act or thing which may render void or voidable any insurance of any premises or any part of the said building or cause any increased premium to be payable in respect thereof or which may or is likely to cause nuisance or annoyance to occupiers of the other premises in the said building.

45. In the event of the Society being formed and registered before the sale and disposal by the Builder/Promoter of all the premises in the said building, the power and the authority of the Society so formed or of the purchasers herein and other purchasers of the premises shall be subject to the overall power of the Builder/Promoter in any of the matters concerning the building, the construction and completion thereof and all amenities pertaining to the same and in particular, the Builder/Promoter shall have absolute authority and control as regards the unsold premises and the disposal thereof irrespective of the fact that the Purchasers of the different premises have formed a Co-operative Society, Ad-hoc Committee or any other body of the purchasers of the premises.

46. If there is more than one Purchaser/s named in this Agreement, all obligations hereunder of such Purchaser/s shall be joint and several

47. If within a period of five years from the date of handing over the said Flat/Premises to the Purchaser/s, the Purchaser/s brings to the notice of the Developer any structural defect in the Flat/Premises or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developer at his own cost. It is however expressly agreed that

due to changes made by the Purchaser/s in the Flat/Apartment (internally or externally) or said Building or other Purchaser/s of the flats in the said Building if any complaint arises, then in such circumstances the Developer shall not be liable or responsible for repairs.

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

49. Any delay or indulgence by the Builder/Promoter in enforcing the terms of this Agreement or any forbearance or giving time to the Purchaser/s for any reason whatsoever shall not be construed as a waiver on the part of the Builder/Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the rights and remedies of the Builder/Promoter.

50. The letters, receipts and/or notices issued by the Builder/Promoter dispatched under certificate of posting to the

address given by purchaser/s or pasted on the conspicuous part of the said building will be sufficient proof of receipt of the same by the Purchaser/s and shall completely and effectively discharge the Builder/Promoter.

51. If the Purchaser/s neglects, omits or fails to pay for any reason whatsoever, to the Builder/Promoter any part of the amount due and payable to the Builder/Promoter under the terms and conditions of this Agreement or otherwise (whether before or after the delivery of the possession) within the time herein specified or if the Purchaser/s shall in any other way fail to perform or observe any of the covenants and stipulations herein contained or referred to, the Builder/Promoter shall be entitled to re-enter upon and resume possession of the said premises and this Agreement shall stand terminated. The Purchaser/s herein agrees that on the Builder/Promoter re-entry on the said premises as aforesaid all the right, title and interest of the Purchaser/s in the said premises and under this Agreement shall cease and the Purchaser/s shall also be liable for immediate ejectment as a Trespasser.

52. The Builder/Promoter shall in that event refund the moneys without interest paid as purchase price by the Purchaser/s only after disposing off the premises to any other party. The Builder/Promoter shall be entitled to deduct from the purchase price becoming refundable to the Purchaser/s under this clause the loss or damage suffered by the Builder/Promoter and/or other purchasers of premises on account of the Purchaser/s committing breach of any of the terms and conditions herein.

53. The name of the society shall be decided by the Builder/Promoter and the Purchasers shall not be entitled to change such name in future at any time. It is also mutually agreed by and between the Builder/Promoter and the Purchaser/s that the Builder/Promoter shall have exclusive right to use its own logo along with name of the society and under no circumstances, either

the Purchaser/s or the society of the Purchasers of the flats in the said building shall be entitled to remove or change the same from the said building.

54. It is hereby agreed by and between the parties that till the date of getting water supply from the Municipal Corporation, the flat Purchaser/s in the proposed building on their own and at their own cost shall make alternative arrangement for water supply and to which the Builder/Promoter shall not be held responsible in any manner whatsoever. (Comment: Kindly explain this)

55. It is hereby expressly agreed by and between the parties hereto that the Builder/Promoter shall be entitled to recover before the possession of the premises hereby agreed to be sold is given to the purchasers all the amounts of deposits paid by the Builder/Promoter to the various authorities which are non-refundable.

56. The Purchaser/s hereby agrees that even after the Society is formed they shall not charge maintenance charges for the unsold premises to the Builder/Promoter.

57. The Purchaser/s hereby agrees that he/she/they shall not avail the T.V. cables from any Cable Operator other than the Cable Operator approved by the Builder /Promoter and further agrees and undertakes that he/she/they shall not entertain any other T.V. Cable Operator in the said building.

58. The Purchaser/s also hereby agrees, confirm and place on record that the Builder/Promoter shall be entitled to allot stilts, parking and open parking in the said building to the person or persons of their choice and shall also be entitled to take the consideration from such allottees of the said stilt area. Similarly, the Builder /Promoter shall also be entitled to sell the terrace abutting to the flats to the purchasers of such flats. The Purchaser/s also hereby agrees and undertakes that he /she/they

shall fix the grills to the said flat as per the grill designed approved by the Builder/Promoter. The Purchaser/s also hereby place on record that he/she/they is/are aware of that the water connection to the said building as well as to the said flat will be provided by the Builder/Promoter in accordance with the rules and regulations adopted by the Municipal Corporation.

59. All costs, charges and expenses in connection with the formation of the Co-operative Housing Society or Limited Company or Consortium as well as the costs, charges and expenses of preparing, engrossing, stamp duty and registering all the documents of transfer including Deed of Conveyance or any other writing or writings required to be executed by the Builder/Promoter either in favour of Apex Body of the Society or in favour of Federation for conveying the land together with building as well as the entire professional costs of the Advocate for Builder/Promoter in preparing and approving all such documents shall be borne and paid by the Society or Consortium to be collected proportionately by all acquirers of flats in the said building. The Builder/Promoter shall not contribute anything towards such costs, charges and expenses. The proportionate share of such costs, charges and expenses, payable by the Purchasers shall be paid by the Purchasers to the Builder/Promoter immediately on demand.

60. It is hereby agreed by and between the parties hereto that in case the Purchaser/s intend to have additional amenities to the said Flat then in that event the Purchaser/s shall execute a separate Agreement with the Builder/Promoter in respect of the said additional amenities to be provided by the Builder/Promoter to the Purchaser/s and for the same the Purchaser/s shall pay to the Builder/Promoter additional amount for the additional amenities to be provided by the Builder/Promoter to the Purchaser/s in the said Flat. It is further agreed by and between the parties hereto that the said Agreement for Additional Amenities

to be executed by and between the parties hereto shall be treated as part and parcel of these presents for all purposes and intents.

61. The Purchaser/s also hereby agrees and undertakes that he/she/they shall not object against the work of construction of the buildings by the Builder/Promoter on their adjoining plot of lands. The Purchaser/s also hereby agree and confirm that he/she/they has/have no right and/or authority to grant the right of way/means of access through, across and over the said property, more particularly described in the First Schedule hereunder written, to any third parties. However, the Builder/Promoter has absolute rights and authority either to assign the right of way / means of access through, across and over the said property, more particularly described in the First Schedule hereunder written, to the person or persons of their choice. Likewise, the Builder/Promoter shall have right to make use of the right of way / means of access through the said property, more particularly described in the First Schedule hereunder written for developing the other property owned and possessed by the Builder/Promoter herein and under no circumstances the Purchaser/s shall be entitled to raise any objection for the same.

62. The Purchaser/s also agrees and undertakes that after formation of the Society of the flat purchasers in the said building, he/she/they shall not take any objection to sell the unsold flats in the said building by the Builder to the intending purchasers thereof and similarly, till the Builder sell the vacant and unsold flats to the intending purchasers, neither the flat purchasers nor the Society of the flat purchasers in the said building shall demand maintenance from the Builder/Promoter in respect of the said unsold flats in the said building.

63. The purchasers hereby agree to undertake that he/she/they shall pay Service Tax/VAT/GST, as may be applicable from time to time to the Builders/Promoters. The Purchaser/s agree to and

shall pay any Government Taxes to the Builders/Promoters if any applicable by the Central Government or State Government.

64. All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by Registered Post A.D. at his/her/their address given by him/her/them specified below :-

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

65. This Agreement shall always be subject to the provisions of (i) Real Estate (Regulation and Development) Act, 2016; (ii) Maharashtra Real Estate Regulatory Authority (General) Regulations, 2017; (iii) Maharashtra Real Estate Regulatory Authority (Recruitment and Conditions of Service of Employees) Regulations, 2017; (iv) Maharashtra Real Estate Appellate Tribunal, Officers and Employees (Appointment and Service Conditions) Rules, 2017; and (v) Maharashtra Real Estate Regulatory Authority (Form of Annual Statement of Accounts and Annual Report) Rules, 2017 and read together with Maharashtra Ownership of Flats Act, 1963, Maharashtra Apartment Ownership Act, 1970 and the respective rules made thereunder. In the event of conflict between any of the aforesaid, the provisions of Real Estate (Regulation and Development) Act, 2016 and Rules made thereunder shall prevail.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands at Palghar, the day, month and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT pieces or parcels of non-agricultural land bearing Old Survey No. 91, New Survey No. 52, admeasuring H-8, R-41, Prati-7, i.e. equivalent to 84170 sq.meters and Old Survey No. 92, New Survey No. 54, admeasuring H-7, R-89, Prati-1 i.e. equivalent 78910 sq. meters, situate, lying and being at Village Khaira, Taluka Palghar, District Thane, in the Registration office of Sub-Registrar Palghar.

THE SECOND SCHEDULE ABOVE REFERRED TO

Building No. 21 and 22 consisting of ground plus 4 upper floors, admeasuring 10405.05 sq. meters, in the layout of the said property viz. land bearing Old Survey No. 91, New Survey No. 52, admeasuring H-8, R-41, Prati-7, i.e. equivalent to 84170 sq.meters and Old Survey No. 92, New Survey No. 54, admeasuring H-7, R-89, Prati-1 i.e. equivalent 78910 sq. meters, situate, lying and being at Village Khaira, Taluka Palghar, District Thane, in the Registration office of Sub-Registrar Palghar.

THE THIRD SCHEDULE ABOVE REFERRED TO

A Flat No. _____admeasuring _____ Sq. Feet (Carpet), i.e. ._____ sq. meters (Carpet) on the _____ floor in _____ Wing of the Building No. _____, known as “_____” to be constructed on the property described in the First Schedule hereinbefore written.

SIGNED, SEALED AND DELIVERED)
)
by the within named "BUILDER/PROMOTER")
)
M/s. SHUBH ASSOCIATES,)
through one of its partners)
SHRI _____)
)
in the presence of _____)
)
1. _____)

2. _____)
)

SIGNED, SEALED AND DELIVERED)
)
by the within named "PURCHASER/S")
)
_____)
)
in the presence of _____)
)
1. _____)
)
2. _____)

RECEIPT

RECEIVED of and from the within named Purchaser/s, the
sum of Rs. _____ (Rupees _____
_____ only) by way of part/full payment of sale
consideration price hereinabove mentioned, on this _____ day of
_____ 20 _____, by Cash/ Cheque/ DD/ Pay Order bearing No.
_____ dated _____ drawn on _____
_____ Branch _____.

Rs. _____
WE SAY RECEIVED

M/s. SHUBH ASSOCIATES,)
through one of its partners)
SHRI _____)

(Builder/Promoter)

WITNESS :

1. _____

2. _____

Mofa\Palghar\Shubh Associates