

Date:

To,

Dear Sir / Madam

This is in respect for booking of your Residence flat No. _____, admeasuring about _____ sq.ft carpet area situate on the _____ floor of the building “Shaswat Residency” at Rajawadi Road No.7, Plot No 61, Ghatkopar (East), Mumbai – 400077.

Thanking You

For Shaswat Realty

AGREEMENT FOR SALE

THIS AGREEMENT made at Mumbai this _____ day of _____, 2017 between **M/S. SHASWAT REALTY**, a partnership firm, registered under the Indian Partnership Act and having its office address at 2/28, Moti Pachan Bldg, M.G. Road, Mulund (West), Mumbai-400 080, through its authorised partners (1) SHRI JAYESH ANANTRAI DOSHI and (2) SHRI ASHISH PRAVINCHANDRA MEHTA, of Mumbai, Indian Inhabitants, hereinafter referred to as “the Developers”(which expression shall unless it be repugnant to the context or meaning thereof, mean and include the partners for the time being constituting the said firm, the survivors or survivor of them and their/his heirs, executors, administrators and assigns) of the One Part.

And

SHRI/SMT. _____/ aged about _____ years, residing at _____, hereinafter referred to as “the Purchaser” (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her/their heirs, executors, administrators and permitted assigns/the partners for the time being of the said firm, the survivors or survivor of them and his/her/their heirs, executors, administrators and permitted assigns / its successors and assigns) of the Other Part.

WHEREAS:-

- (a) By Deed of Conveyance dated 3rd May, 1962 registered with Sub-Registrar of Bandra under Sr. No.BND-1163/1962, Dayaram Waghji Rachh, the then owner of the property sold and conveyed to Shri Jamnadas Kanji Mistry and others, the partners of M/s. Mistry & Patel the said property being all that piece or parcel of land admeasuring 756 sq. yds. equivalent to 632.1 square metres bearing Plot No.61 of Sub-Scheme XVIII of Kirol North (Eastern Sector), bearing CTS No.4702 of village Ghatkopar Kirol, Taluka Kurla, Mumbai Suburban District, in the then Registration Sub-District of Bandra of District Bombay Suburban and more particularly described in the Schedule thereunder written for consideration and on the terms and conditions contained therein;
- (b) The said M/s. Mistry & Patel constructed a building known as “Anand Vihar” and two garages on the said land situate at Rajawadi, Ghatkopar(East), Mumbai 400 077;
- (c) By Deed of Conveyance dated 31st August, 1994 and registered with joint Sub-Registrar, Kurla (M.S.D.) the said M/s. Mistry & Patel conveyed and transferred the said land with the said building and garages (hereinafter collectively called “the said property”) to the Ghatkopar Anand Vihar Co-operative Housing Society Ltd., a Society registered

under the Maharashtra Co-operative Societies Act, 1960 under Registration No. BOM/HSG/1479 of 1967 (hereinafter called "the said Society") for the consideration and on the terms and conditions contained therein;

- (d) The name of the said Society is mutated in the property Card pertaining to the said property;
- (e) The said Society is thus seized and possessed of and is well and sufficiently entitled to the said property;
- (f) By Development Agreement dated 26th December, 2013 registered with Sub-Registrar, Kurla-4, M.S.D. under Serial No.KRL/647/2014,the said Society granted to the Developers herein development rights to redevelop the said property by demolishing the said existing building and structures on the said land and constructing a new building thereon;
- (g) By the said Development Agreement, the said Society has agreed that the Developers shall be entitled to sell the flats other than those to be allotted to the existing members of the said Society in the new building on Ownership basis (hereinafter called "the said free sale flats") to the purchasers thereof and to enter into agreements with the purchasers of the said free sale Flats and to get the said agreements duly stamped and registered;
- (h) The said Society by General Power of Attorney dated 22nd January, 2014 registered with Sub-Registrar, Kurla-4,

M.S.D., under Serial No. KRL/648/2014 has authorised the Developers to sell the said free sale Flats other than those to be allotted to the existing members of the said Society in the new building on Ownership basis on such terms and conditions as the Developers may think fit, to execute necessary agreements with the purchasers of the said free sale Flats and to do all acts, deeds, matters or things for registration of the said agreements.

- (i) The Developers are in the process of constructing a new building on the said property as per F.S.I. and T.D.R. available in respect of the said property;
- (j) The Developers have got the plans for construction of a new building on the said property sanctioned under I.O.D. bearing No.CE/6712/BPES/AN dated 09.02.2015 and have also obtained Commencement Certificate dated 10.06.2015 for construction of a new building on the said property. Copies of the said I.O.D. and Commencement Certificate are annexed hereto and marked Annexures 'A' and 'B' respectively;
- (k) The Developers are entitled to develop the said property and have sole and exclusive rights to sell the free sale Flats in the said new building on the said property, to enter into agreements for sale with the purchasers thereof, to receive

price and other lawful amounts from them and to do all other acts and deeds as required under law;

- (l) The Purchaser demanded from the Developers and the Developers have given to the Purchaser inspection of true xerox copies of all the documents of title relating to the said property including the said Development Agreement and the said General Power of Attorney and the said sanctioned plans, designs and specifications and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the Real Estate (Regulation and Development Act), 2016 and the rules made thereunder.
- (m) The Purchaser applied to the Developers for allotment of a Flat No. _____ admeasuring _____ sq.ft. carpet area on the _____ floor in the building to be known as “Shaswat Residency” (hereinafter referred to as the ‘said building’) to be constructed by the Developers on the said property and shown on the typical floor Plan thereof annexed hereto and marked ‘Annexure ‘C’ and thereon shown surrounded by red colour boundary lines (hereinafter referred to as “the said Flat”).

- (n) Relying upon the said application and declaration, the Developers have agreed to sell to the Purchaser the said Flat at the price and upon the terms and conditions hereinafter appearing.
- (o) On or before the execution of these presents, the Purchaser has paid to the Developers a sum of Rs._____ (Rupees _____ Only) as earnest or deposit (the payment and receipt whereof the Developers do hereby admit and acknowledge) leaving Rs._____ (Rupees _____ Only) being the balance sale price to be paid by the Purchaser to the Developers in the manner hereinafter appearing.
- (p) In this Agreement the term “Purchaser” shall also include the plural and the feminine gender of the Purchaser.
- (q) Under section 4 of the Maharashtra Ownership Flats (Regulation of Construction, Sale, Management and Transfer) Act, 1963, the Promoters are required to execute written agreement for sale of the Flats on Ownership basis, being in fact these presents and upon this agreement being lodged for registration under the Registration Act, 1908 with the Sub-Registrar concerned by the Purchaser and the Developers being informed in writing about the same, the Developers are required to admit the execution thereof before the Sub-Registrar concerned.

- (r) The parties hereto are desirous of recording the terms and conditions agreed between them as hereinafter appearing.

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

1. The Developers shall construct a residential building of ground and 12 upper floors to be named as “Shaswat Residency” on the said property being land admeasuring 632.1 sq. Metres or thereabout bearing C.T.S.No.4702 of Ghatkopar Kirol Village, Taluka: Kurla, at Rajawadi, Ghatkopar (East), Mumbai-400 077 in the Registration District and Sub-District of Mumbai Suburban and more particularly described in the Schedule I hereunder written in accordance with the plans, designs and specifications approved by Municipal Corporation of Greater Mumbai which have been seen and approved by the Purchaser with such variations and modifications as the Developers may consider necessary or as may be required by the concerned local authority/Government from time to time provided that the Developers shall obtain prior consent in writing of the Purchaser in respect of such variations or modifications which may adversely affect the said Flat agreed to be purchased by the Purchaser.
2. The Purchaser has agreed to purchase from the Developers and the Developers have agreed to sell to the Purchaser a flat admeasuring

_____ sq. ft. carpet area on the _____ floor of the new building to be named as “Shaswat Residency” to be constructed by the Developers on the said land and shown on the typical floor plan thereof surrounded by red colour boundary lines hereto annexed and marked Annexure ‘C’ and more particularly described in the Schedule II hereunder written (hereinafter referred to as the ‘said Flat’) at or for the price of Rs._____ (Rupees only). The Purchaser hereby agrees to pay to the Developers the said price of Rs._____ (Rupees Only) in the following manner:-

- (i) Rs._____ (Rupees Only) as earnest money or deposit on or before execution of these presents (the payment and receipt whereof the Developers do hereby admit and acknowledge)
- (ii) Rs._____ (Rupees Only) being the balance sale price amount to be paid with period of 30 working days from the date of Registration of this Agreement.

The Purchaser shall pay to the Developers the amounts as aforesaid on the due dates without any delay or default as time in respect of the said payments is the essence of the contract.

3. The Developers hereby agree 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 before handing over possession of the said Flat to the Purchaser, the Developers shall obtain from the concerned local authority Occupation and/or Completion Certificate in respect of the said Flat.

4. The Developers hereby declare that they are developing and shall be entitled to develop the said property and constructing the new building on the said property in accordance with the sanctioned plans and by consuming and utilising the entire F.S.I. potential including basic FSI, Premium FSI, Fungible FSI and all other FSI by whatever name called and T.D.R. as are available at present and which shall be available in future in respect of the said property as per the Development Control Rules & Regulations and to construct additional floors by utilizing the aforesaid F.S.I. and T.D.R. till receipt of Occupation Certificate in respect of the said new building and the Purchaser shall not have any objection or claim in that regard and that no part of the said F.S.I. is utilised by the Developers elsewhere for any purpose whatsoever.
5. The Purchaser confirms that the Developers have given to the Purchaser full, free and complete inspection of xerox copies of all the documents relating to the said property and the said Development Agreement and General Power of Attorney and the said sanctioned plans, designs and specifications and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion Construction, Sale, Management and

Transfer) Act, 1963 and the Rules made thereunder.

6. The title of the said Society to the said property has been certified by Dhiren Hemendra Nandu, Advocate and Solicitor. A copy of the title certificate dated 16th May, 2014 issued by the said Dhiren Hemendra Nandu, Advocate and Solicitor is annexed hereto and marked Annexure 'D'. The Purchaser hereby further confirms that he shall not be entitled to raise any requisition or objection to the title of the said Society to the said property.
7. It is expressly agreed that the said Flat shall contain specifications, fixtures, fittings and amenities as set out in Annexure 'E' hereto and the Purchaser confirms that the Developers shall not be liable to provide any other specifications, fixtures and amenities in the said Flat.
8. The Purchaser shall use the said Flat only for the purpose of residence. The Purchaser shall use the garage or parking space, if any, allotted to him along with the said Flat for the purpose of keeping or parking his own vehicle. The Purchaser shall not use the said Flat for any such purpose which may or is likely to cause nuisance or annoyance to the occupiers of the neighbouring Flats or for any illegal or immoral purposes. The Purchaser agrees not to change the user of the said Flat.
9. The Developers shall be entitled to allot to the existing members of the said Society flats in the said new building as per the said Development Agreement and to sell the other Flats in the said

building for any permissible purposes and the Purchaser shall not object to the sale or use of other Flats in the said building for aforesaid purposes by the purchasers thereof.

10. If the Purchaser makes delay or default in making payment of any of the installments of the amounts due under this agreement, the Purchaser shall pay to the Developers interest at the rate of 21 per cent per annum on all such amounts of installments from the date of default till payment and/or receipt thereof by the Developers without prejudice to the Developers' other rights in law and under these presents. It is further agreed that on the Purchaser committing default in payment on the due date of any amount due and payable by the Purchaser to the Developers under this Agreement (including his proportionate share of taxes, rates, cesses, betterment charges and other outgoings) and/or the Purchaser committing breach of any of the terms and conditions herein contained, the Developers shall be entitled at their own option to terminate this agreement. PROVIDED ALWAYS that the power of termination hereinabove contained shall not be exercised by the Developers unless and until the Developers shall have given to the Purchaser 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 this Agreement and default shall have been made by the Purchaser in remedying such breach or breaches within the notice period

PROVIDED FURTHER that upon termination of this Agreement as aforesaid, the Developers shall refund to the Purchaser the installments of sale price of the said Flat which may till then have been paid by the Purchaser to the Developers but the Developers shall not be liable to pay to the Purchaser any interest on the amounts so refunded and upon termination of this Agreement and refund of aforesaid amounts by posting the cheque to the Purchaser by the Developers at the address mentioned in Clause 31 hereunder written by Registered Post Acknowledgement Due (R.P.A.D.) or by Courier or giving the same by hand delivery, the Developers shall be at liberty to dispose off and sell the said Flat to such other person or party and at such price and on such terms and conditions as the Developers may in their absolute discretion think fit and the Purchaser shall have no right in that behalf. However the rights given under this clause to the Developers shall be without prejudice to any other rights, remedies and claims whatsoever available to the Developers against the Purchaser under this Agreement and/or otherwise.

11. Subject to the Purchaser making full payment of the price of the said Flat and all other amounts payable by him to the Developers under this Agreement and signing all necessary papers for possession and/or to be given to various authorities, the Developers shall give possession of the said Flat to the Purchaser on or before 15th April, 2018. The Developers shall be liable on demand to

refund to the Purchaser the amounts received by them in respect of the said Flat with simple interest thereon at 9 (nine) percent per annum from the date the Developers received the same till the date of repayment if the Developers fail to give possession of the said Flat by the aforesaid date to the Purchaser. PROVIDED that the Developers shall be entitled to reasonable extension of time for giving delivery of the said Flat on the aforesaid date if the completion of the said building is delayed on account of reasons beyond their control and/or their agents including:

- (i) non-availability of steel, cement or other building material, water or electric supply;
- (ii) War, civil commotion, strike or any act of God or by reason of any national or international happenings or events and the resultant repercussions or its effect directly or indirectly on the date of offer of possession;
- (iii) Any notice, order, rule, notification and/or delayed permission of the Government and/or other public or competent authority or any court of law.
- (iv) Delay in issue of Occupation Certificate and/or Building Completion Certificate by the Municipal Corporation of Greater Mumbai or any other authority concerned.

It is agreed that upon refund of the said amounts together with interest as stated hereinabove, the Purchaser shall have no right, title, interest, claim, demand or dispute of any nature whatsoever

either against the Developers or against the said Flat or against the said land and the building constructed thereon in any manner whatsoever and the Developers shall be entitled to deal with or dispose off the said Flat to any person or party as the Developers may desire in their absolute discretion.

12. The Purchaser shall take possession of the said Flat within seven days of the Developers giving written notice to the Purchaser intimating that the said Flat is ready for use and occupation with Occupation Certificate and upon the Purchaser taking possession of the said Flat, the Purchaser shall have no claim against the Developers as regards the quality, quantity of building materials used for construction of the said Flat or the building in which the same is located or the nature of construction or location or the design or specifications of the said Flat. The Developers shall not be held responsible or called upon to pay compensation or damages at any time in respect of any damage caused to the said Flat or the said building in which the said Flat is situated by any natural calamity or by act of God or use of the said Flat and/or the said building or normal wear and tear or for the reasons beyond the control of the Developers.

13. The Purchaser shall become a member of the said Society and shall pay Share money and Entrance Fee to the said Society as per Bye-laws of the said Society and shall deposit with the said Society proportionate amount to the Reserve Fund of the Society and shall

comply with other requirements as per by-laws of the Society. It is agreed by and between the parties that the Purchaser shall be admitted as a member of the said Society if he has paid full consideration to the Developers and has also paid stamp duty and registration fee on this Agreement and on compliance of the aforesaid conditions and requirements.

14. The Developers will be entitled to modify/amend the approved building plans as they may deem fit provided that any such modification is carried out after securing prior approval of M.C.G.M. and the same shall not affect the area and location of the said Flat and amenities to be provided therein as agreed.
15. From the date the Purchaser is allowed to occupy the said Flat or commencing a week after notice in writing is given by the Developers to the Purchaser that the said Flat is ready for use and occupation with O.C., the Purchaser shall, irrespective of the fact as to whether he actually takes possession of the said Flat or not, be liable to bear and pay to the Developers/the said Society all outgoings in respect of the said Flat including maintenance charges, Municipal Taxes and other charges and his proportionate share (i.e. proportionate to the floor area of the said Flat) of all outgoings in respect of the said building and the said property including local taxes, N.A. taxes, cesses, betterment and development charges or such other taxes levied by the concerned local authority and/or Government, water charges, insurance charges, common lights,

repairs, salaries of clerks, bill collectors, chowkidars, sweepers, accounting charges and all other expenses, necessary and incidental to the administration, management and maintenance of the said property and the said building.

16. The Purchaser shall on or before execution of this Agreement deposit and keep deposited with the Developers the following amounts:-

- (i) Rs. _____ for legal charges.
- (ii) Rs. _____ for share money & application
for the society or limited company.
- (iii) Rs. _____ for entrance fee for the society.
- (iv) Rs. _____ as security for proportionate share
of taxes and other charges and outgoings
for 12 months.
- (v) Rs. _____ towards deposit payable to the concerned
Electric Company for electric metre and
deposit payable for Electric connection to
the said Flat.
- (vi) Rs. _____ Infrastructure Charges.

17. The Developers shall utilise the sum of Rs. _____ paid by the Purchaser to the Developers for meeting all legal costs, changes and expenses, out of pocket expenses including professional costs of Advocates of the Developers for preparing and engrossing this Agreement.

18. The Developers shall maintain a separate account in respect of the sums received by the Developers from the Purchaser under clause 16 above as advance or deposit sums received for the said Society and shall utilise the amounts only for the purposes for which they have been received.
19. The Purchaser for himself with intention to bind all persons unto whosoever's hands the said Flat may come doth hereby covenant with the Developers as follows:
 - (a) To maintain the said Flat at the Purchaser's own cost in good and tenantable repair and conditions from the date on which possession of the said Flat is taken and shall not do or suffered to be done anything in or to the said building, its staircase or its passages which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change or alter or make addition in or to the said building in which the said Flat is situated and to the said Flat or any part thereof.
 - (b) Not to store in the said Flat any goods which may be of hazardous, combustible or dangerous nature or which are so heavy as to damage the construction or structure of the said building or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried any heavy packages which may damage or is likely to damage the staircase, common passages, lift or

any other structures of the said building including its entrance. In case any damage is caused to the said building or the said Flat on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breaches.

- (c) To carry out at his own cost all internal repairs to the said Flat and maintain the said Flat in the same condition, state and order in which it was delivered by the Developers to the Purchaser and shall not do or suffer to be done anything in or to the said building or the said Flat which may contravene the rules and regulations and bye-laws of the said Society or the concerned local authority or the public authority. And in the event of the Purchaser committing any act in contravention of the above provisions, the Purchaser shall be responsible and liable for the consequences thereof to the said Society and/or the concerned local authority and/or other public authority.
- (d) Not to demolish or cause to be demolished the said Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the said Flat or any part thereof nor any alteration in the elevation and outside colour scheme of the said building and shall keep the portion, sewers, drains, pipes of the said Flat and appurtenances thereto in good and tenantable repairs and

condition and in particular so as to support, shelter and protect the other parts of the said building and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C. parts or other structural members of the said Flat without the prior written permission of the Developers and/or the said co-operative society or without the prior permission of the local authority.

- (e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said building “Shaswat Residency” or any part thereof or whereby any increased premium become payable in respect of such insurances.
- (f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said building.
- (g) To pay to the Developers within 7 days of demand by the Developers, his share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the said building.
- (h) To bear and pay increase in and/or new local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or public authority.

- (i) To keep the said Flat insured at his costs from the date of possession thereof;
- (j) The Purchaser shall not let, sub-let, transfer, assign or part with his interest or benefit under this Agreement or part with the possession of the said Flat until all the dues payable by the Purchaser to the Developers under this Agreement are fully paid and only if the Purchaser has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has intimated in writing to the Developers and has obtained the permission to that effect in writing from the Developers.
- (k) The Purchaser shall observe and perform all the bye-laws, rules and regulations of the said Society and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and Flat therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the said Society regarding the occupation and use of the said Flat in the said building and shall pay and contribute regularly and punctually towards the rates, cesses, taxes, expenses and all other outgoings in respect of the said

Flat in accordance with the terms of this Agreement.

- (l) Not to use the open spaces of the layout of the said property for any purpose other than the purpose that is permissible.
 - (m) Not to cause any changes on the exterior or elevation of the said building by way of MS Grill/Box Grill/water roof/window glass other than specified by the Developers/Society.
20. The Purchaser shall be bound to sign, execute and deliver all documents, deeds, writings, forms and papers and to do all other things as the Developers may require him to do from time to time in this behalf for safeguarding the interest of the said property and the said building and other Flats in the said building and the persons acquiring the other Flats in the said building and for effectively carrying out the provisions of this Agreement.
21. All costs, charges and expenses including stamp duty and registration fees of this Agreement shall be borne and paid by the Purchaser. The Purchaser shall be liable to pay any additional stamp duty or penalty if at any time made payable on this Agreement and shall keep the Developers indemnified from and against any liability in respect thereof including costs of any litigation in respect thereof.
22. It is hereby expressly agreed and provided that so long as it does not in any way affect or prejudice the rights of the Purchaser in respect of the said Flat, the Developers shall be at liberty to sell,

assign, transfer or otherwise deal with their right, title and interest in the said property and in the said building.

23. The person to whom the said Flat is permitted to be transferred with the written consent of the Developers shall furnish to the Developers Affidavit or Deed of Adherence confirming the terms and conditions of this Agreement and confirming that he shall observe and perform all the provisions of the bye-laws and/or the rules and regulations of the said Society and shall also observe and carry out the building rules and regulations and the bye-laws for the time being of Municipal Corporation of Greater Mumbai and other local and/or public bodies and shall pay and contribute regularly and punctually towards rates, cesses, taxes and/or expenses and all other outgoings.
24. Any delay tolerated or indulgence shown by the Developers in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser by the Developers shall not be construed as a waiver on the part of the Developers of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Developers.
25. Nothing contained in these presents is intended to be nor shall be construed as grant demise or assignment in law of the said Flat or of the said property or the said building or any part thereof. The Purchaser shall have no claim save and except in respect of the said

Flat agreed to be sold to him and all open space, parking spaces, lobbies, staircases, terraces, recreation spaces etc. will remain the property of the Developers until the completion of the said building with Occupation Certificate and until allotment of flats and parking spaces to the existing members of the Society and the purchasers of the flats in the new building. The Developers shall be entitled to make construction on the said property by utilising all F.S.I. by whatever name called and T. D. R. as may be available in respect of the said property.

26. The Purchaser shall at no time demand partition of his interest in the said Flat or the said building and/or the said land. It is being hereby agreed and declared by the Purchaser that his interest in the said Flat, the said building and the said land is impartible.
27. The Purchaser shall be liable for payment of VAT, Service Tax or G.S.T. or any other tax levied by Government or Mumbai Municipal Corporation or any other authority in respect of the said Flat purchased by the Purchaser.
28. The Developers shall, in respect of any amounts remaining unpaid by the Purchaser under the terms and conditions of this Agreement, have a first lien and charge on the said Flat agreed to be purchased by the Purchaser.
29. It is specifically agreed that the said building shall always be known as “Shaswat Residency” and the name of the said society shall continue to be The Ghatkopar Anand Vihar Co-operative

Housing Society Ltd. On completion of the said new building with Occupation Certificate, the said new building and other structures constructed on the said land shall belong to the said Society. The Developers shall be entitled to sell/allot the unsold/unallotted flats and parking spaces to the purchasers of the unsold flats at any time.

30. It is also understood and agreed by and between the parties hereto that the terrace space in front of or adjacent to the terrace flat in the said building, if any, shall belong exclusively to the respective purchaser of the terrace flat and such terrace space is intended for the exclusive use of the respective terrace Flat Purchaser. The said terrace shall not be enclosed by the Flat Purchaser till the permission in writing is obtained from the concerned local authority or the said Society, or as the case may be the limited Company.
31. M/s. Shaswat Realty shall allot to the Purchaser one car parking space in the said building "Shaswat Residency".
32. All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served and shall completely and effectively discharge the Developers if sent to the Purchaser by Courier or by Registered A.D. or by hand delivery at the address specified below:

32. All notices to be served on the Developers under this Agreement shall be deemed to have been served on the Developers if sent to them by Registered Post A.D. or by hand delivery at the office address of the Developers mentioned above.
33. The Original hereof shall remain with the Purchaser. The Counter part of this Agreement shall be kept by the Developers. The Purchaser and/or the Developers shall present this Agreement at the proper registration office for registration thereof within the time limit prescribed by the Registration Act and admit execution hereof.
34. This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the rules made thereunder and/or The Real Estate (Regulation and Development) Act, 2016 and Rules made thereunder.

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

THE SCHEDULE I ABOVE REFERRED TO

All that piece or parcel of land admeasuring 632.1 sq. mts. as per Property Card and bearing Plot No. 61, City Survey No.4702 of Ghatkopar Kirol village, Taluka Kurla and situate at Rajawadi, Ghatkopar (East), Mumbai 400 077, with a building standing thereon known as “Anand Vihar”, in the Registration District and Sub-District of Mumbai Suburban.

THE SCHEDULE II ABOVE REFERRED TO :

Flat being Flat No. _____ , admeasuring about _____ sq ft. carpet area equivalent to _____ sq. metres situate on the _____ floor of the building “Shaswat Residency” being constructed on the property mentioned in the Schedule I hereinabove written.

SIGNED, SEALED & DELIVERED by the)
withinnamed Developers **M/S. SHASWAT**)
REALTY having PAN ACDFS5907K)
through its authorised partners)
(1) SHRI JAYESH ANANTRAI DOSHI)
having PAN ADYPD3077D and)
(2) SHRI ASHISH PRAVINCHANDRA)
MEHTA, having PAN AAMPM1429K)
in the presence of. ...)

SIGNED, SEALED & DELIVERED by the)
withinnamed Purchaser)
SHRI/SMT)
having PAN)
in the presence of. ...)

Witness

1. Name : _____
Address : _____
Sign : _____
2. Name : _____
Address : _____
Sign : _____

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Receipt

Received of and from the withinnamed Purchaser (1) Mr/Mrs.

_____ the sum of Rs._____

(Rupees _____ Only) as earnest money or deposit

towards part consideration of the Flat No._____, situate on the _____

Floor of “Shaswat Residency” being constructed on Plot No.61, CTS No.

4702 of Ghatkopar Kirol Village at Rajawadi, Ghatkopar (East), Mumbai-

400 077, as under,

Cheque No.	Date	Bank	Amount
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We say received

For M/s. Shaswat Realty

Partner

AMENITIES

1. LIVING ROOM

- Main Door : Main Door of the Flat will be Flush Door with Wooden Frame & Lock & Hardware (Door Set)
- Flooring : Vitrified tiles.
- Walls : Plaster and Putti
- Windows : Anodised Aluminium Frames
- Electrical : Concealed Copper Electrical Wiring with Circuit Breakers & Necessary Electrical points, with Cable, TV point & telephone point.

2. KITCHEN

- Platform : Granite Platform with Stainless Sink.
- Flooring : Vitrified tiles.
- Tiling : Ceramic Tiles
- Electrical : Concealed Copper Electrical Wiring with Circuit Breakers & electrical points for Refrigerator, Aqua Guard and Mixer Points

3. BEDROOM

- Walls: Plaster and Putti
- Electrical : Concealed Copper Electrical Wiring with Circuit Breakers & Necessary Electrical Point Along with Good Quality Modular Switches.
- Windows : Anodised Aluminium Frames
- Flooring : Vitrified tiles.

4. DROOM & TOILETS

- Flooring : Vitrified tiles
- Tilening : Ceramic Tiles
- G.I / CPVC Plumbing Pipes & Sanitary Fittings.
- Designer Accessories Fitting & divertors in each bathroom.

5. ENTRANCE

- Lobby.
- Lifts with automotive rescue device
- Tube Well & Municipal Water Storage Tank
- Intercom for Flat to Flat to Security Communication.
- Acrylic paint on External Walls.
- Anti Termite Treatment for the Entire building
- Concrete Paving around the building.
- Servant/ Watchman Toilet Facility at Ground level.

6. SOCIETY OFFICE

- Vitrified tiles, Plaster and Putti.

7. STAIRCASE & TERRACE

- Staircase with Marble Finish / Qotta
- Chemical Weather/ Water Proofing of Terrace with China Chips.