

AGREEMENT FOR SALE

This Agreement made at.....this.....day of..... in the year Two Thousand and..... between

M/S. RAMESHWAR BUILDERS AND DEVELOPERS, a partnership firm, through its Authorised partner **Mr. Kanji Murji Mange,(Bhanusali)** and **Mr. Manoj Bhimji Patel** doing business as a builder / developer with its office at: S.No.132/1,132/2A, 208/9, village Dawle, Khardipada, off Diva Shil road, Diva (E), Thane , hereinafter referred to as "the Promoter/The Developers" (Which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its partner or partners for the time being of the said firm, its Survivors or Survivor of them, their heirs, executors, administrators and assigns) of the One Part and

Applicant :- Mr.

:-Age:----- yrs, Occupation : ----- ,

Co-Applicant :- Mr.

:-Age:----- yrs, Occupation : -----

Indian inhabitant, residing at :-----

hereinafter referred to as " the Allottee/ The Purchasers" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in the case of individuals or individual, such individual and or individuals his/her/their respective heirs, executors and administrators, in the case of a firm, the partners or partner for the time being thereof, the survivors or survivor of them and the heirs, executors and administrators of the last of such survivors or survivor and in the case of the company, its successors and permitted assigns) of the OTHER PART

WHEREAS

A. By virtue of registered various respective Development Agreement and Power of Attorney, the Developers/Promoters herein are entitled to develop all that piece or parcel of land, ground, hereditaments and premises bearing Survey no.132 Hissa no.1 admeasuring about 0H-44R-0P equivalent to 4400 square meters (approx.), Survey no.132 Hissa no.2A admeasuring about 0H-34R-7P equivalent to 3470 square meters (approx.), Survey no.208 Hissa no.9 admeasuring about 0H-04R-5P equivalent to 450 square meters (approx.), Survey no.131 hissa no.4 (part) admeasuring about 0H-15R-

0P equivalent to 1500 square meters (approx.), Survey no.128 hissa no.1 admeasuring about 0H-29R-8P equivalent to 2980 square meters (approx.), Survey no.131 hissa no.1 admeasuring about 0H-10R-9P equivalent to 1090 square meters (approx.). (Hereinafter all these properties are collectively called and referred as “The Said Larger Properties”). And

B. The Promoters are desirous to develop a housing project on their said Larger properties from time to time in various phases as a cluster development and as a single or multiple layouts by constructing numbers of buildings consist of Apartment/shop/premises, etc. having common amenities and facilities for all the buildings of all the phases of housing project shall be known as “**RAMESHWAR PARK**”. And

C. The Promoters intend to develop it phase I of **Rameshwar Park** on part property of the Said Larger Properties i.e. on piece and parcel of land Survey no.132 Hissa no.1 admeasuring about 0H-44R-0P equivalent to 4400 square meters (approx.), Survey no.132 Hissa no.2A admeasuring about 0H-34R-7P equivalent to 3470 square meters (approx.), Survey no.208 Hissa no.9 admeasuring about 0H-04R-5P equivalent to 450 square meters (approx.) (these three properties hereinafter are called and referred to as “**THE SAID PROJECT LAND**”). And

D. The Promoters intends to develop and construct total 8 building comprising of 5 buildings shall be comprising of stilt plus 7 upper floors and 2 buildings shall be comprising of stilt plus 14 upper floors and 1 building shall be comprising of stilt plus 19 upper floors by using and utilizing Floor Space Index of the said Project Land and by availing of TDR, Fungible FSI

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 Land. Further the Promoters intends to develop and construct a clubhouse comprising of ground plus one upper floor, internal road, recreation ground/s as per sanctioned plan, which shall be common and can be used by all allottees of all the buildings constructed on and societies on the said project land. The Promoters intends to form and register Co-operative Housing Society of the allottees of the buildings/wings and federal Society of all the Societies in this phase said **Rameshwar Park** Project and to convey title of the structure and the said project land or part thereof as per terms and conditions of Agreement for sale that may be executed with the Allottees of Apartment/shop/Premises in the building/s of the **RAMESHWAR PARK** Project. And

- E. i) Originally one Shri. Kamlya Kanha Kharpatil was owner and in possession of a piece and parcel of land bearing survey no. 132, Hissa no.1, admeasuring about 0H-44R-0P equal to 4400 sq. mtr. (approx.) lying being, situated at Mauje Dawale, Taluka and District Thane, hereinafter referred to as “the first property”. And
- ii) On death of Shri. Kamlya Kanha Kharpatil on 15/08/1955 the said property was transferred in name of his legal heirs namely Mr. Ziprya Kamlya Kharpatil and Mr.Joma Kamlya Kharpatil by Hindu succession law. And therefore their names were mutated in record of rights of the first

property by Mutation entry bearing no.510 dt. 28/01/1956.
And

iii) As per order dt.18/05/1965 given in RTS no.921, Mr. Ziprya Kamlya Kharpatil and Mr. Joma Kamlya Kharpatil partitioned their joint properties which was recorded in record of rights of affected properties vide mutation entry no.664. As per partition took place between them the first property was given in share of Mr. Ziprya Kamlya Kharpatil. Mutation entry bearing no.664 dt.05/01/1968 to that effect was made record of rights of the first property. And

iv) On death of Mr. Joma Kamlya Kharpatil all his right and title to the first property was transferred to his legal heirs 1. Mr. Pandurang Joma Kharpatil, 2. Sitabai Mahadu Patil, 3. Nira Dharma Mhatre, 4. Anandibai Baburao Patil, 5. Anubai Vasant Munde. And

v) On death of Mr. Ziprya Kamlya Kharpatil, his right to the said property was transferred in name of his legal heirs namely 1. Valkubai Ziprya Kharpatil, 2. Balaram Ziprya Kharpatil, 3. Katod Ziprya Kharpatil, 4. Hirubai Chango Patil, 5. Hausibai Gajanan Alimkar, 6. Sarsubai Motiram Patil, 7. Bebibai Atmaram Patil and 8. Thakabai Tulsiram Patil was transferred. Out of all legal heirs abovesaid no.4 to 8 have released their share/rights in ancestral joint family properties. Mutation to that effect was made in record of rights of first property by Mutation entry bearing no.892 dt.24/10/1977.
And

vi) On death of one of the occupants Mr. Balaram Ziprya Kharpatil property rights of his share transferred in name of his legal heirs namely 1. Bhimabai Balaram Kharpatil, 2. Bharat Balaram Kharpatil, 3. Anubai Ananta Patil, 4.

Gangaram Balaram Kharpatil, 5. Kisan Balaram Kharpatil and 6. Laxman Balaram Kharpatil. Out of abovesaid legal heirs no.3 Anubai Ananta Patil has released her rights orally. Mutation to that effect was recorded in record of rights of the first property by Mutation entry no.1070 dt.28/09/1988. And

vii) On oral admission of 1. Sitabai Mahadu Patil, 2. Nirabai Dharma Mhatre, 3. Anandibai Baburao Patil, and 4. Banubai Vasant Munde that they have shifted to their matrimonial house after their marriage and therefore their names may be removed. And therefore their names were removed from record of rights of the first property and other properties by Mutation entry no.1071 dt.03/10/1988. And

viii) Although the said property and other properties were already partitioned but all the properties were standing in joint name of 1. Pandurang Joma Kharpatil, 2. Kathod Ziprya Kharpatil, 3. Bhimabai Balaram Kharpatil, 4. Bharat Balaram Kharpatil, 5. Valkibai Ziprya Kharpatil, 6. Hausabai Gajanan Alimkar and other. And therefore as per their possession properties are recorded in their separate names by Mutation entry no.1072 dt.04/10/1988. As per given written intimation, the first property i.e. survey no.132 hissa no.1 was allotted and given in share of Jijabai Pandurang Kharpatil. And

ix) Accordingly the first property was part of joint family of Mr. Ziprya Kamlya Kharpatil and Mr. Joma Kamlya Kharpatil. In partition between and amongst the co-owners the first property was given in separate share of the said owner the Jijabai Pandurang Kharpatil and accordingly she became sole and separate owner of the first property. Record of rights of the said property/land are **ANNEXURE - "A"**. And

x) Whereas Originally one Mr. Parsanand RatanjiSheth was owner of land A piece and parcel of land bearing old survey no.132 Hissa no.2(part), admeasuring about 0H-34R-7P equal to 3470 sq. mtrs. (approx.) and survey no.208 Hissa no.9, admeasuring about 0H-04R-5P equal to 450 sq. mtrs. (approx.) lying being, situated at Mauje Dawale, Taluka and District Thane, hereinafter referred to as “the Second properties”. And

xi) On death of Shri. Parsanand RatanjiSheth on 17/02/1931 the land bearing Survey No.132/2, 208/9 and other properties was transferred in name of his legal heirs namely Narrottam Keshavlal Shaha, Savailal Keshavlal Shah, Dhirajlal Keshavlal Shah , Hanumantraai Keshavlal Shah by Hindu succession law. And therefore their names were mutated in record of rights of the land bearing Survey No.132/2, 208/9 by Mutation entry bearing no.102 dt. 17/03/1933. And

xii) As per Mumbai revenue department resolution no. 2262 dt. 27/10/1950 name of Mr. Ramchandra Bama Kharpatil is recorded as simple tenant in land bearing survey no. 208/9 area 4 Gunthas and one more property. By Mutation entry bearing no.515 dt. 22/08/1956 mutation to that effect was made in record of rights. And

xiii) Tenant Mr. Ramchandra Bama Kharpatil who was cultivating the land bearing Survey No.132/2, 208/9 as Tenant was entitled, ready and willing to purchase the second properties from owners as per provisions of Bombay Tenancy and Agriculture Land Act. And therefore Hon’ble Agriculture Land Tribunal fixed purchase price of Rs, 844/- under sec. 32G of Bombay Tenancy and Agricultural land Act, which the

Tenant Mr. Ramchandra Bama Kharpatil agreed to pay to owners of the second properties. By Mutation entry bearing no.624 dt. 23/05/1966 mutation to that effect was recorded in record of rights of the second properties. And

xiv) On payment of purchase price by the tenant purchaser Mr.Ramchandra Bama Kharpatil, Agricultural Land Tribunal issued purchase certificate bearing no. 1235, u/s 32M of Bombay Tenancy and Agricultural Act. And

xv) The land bearing Survey No.132/2, 208/9 and others properties were joint properties of 1) Mr. Ramchandra BamaPatil, 2) Hira Gajanan Patil, 3) Jayram Gajanan Patil. They mutually partitioned their joint family property and as per partition the second properties that is land bearing survey no. 132 Hissa no. 2 (part) admeasuring about 0H-34R-7P out of the total land bearing survey no. 132 Hissa no.2 and land bearing survey no. 208 Hissa no. 9 admeasuring about 0H-04R-5P and other land were given in share and physical possession of Mr.Jayram Gajanan Patil. And in this way Mr. Jayram Gajanan Patil became separate and owner of the second properties. Mutation to that effect was made in record of rights of second properties by Mutation entry bearing no. 1055 dt. 04/04/1988. And ownership of Mr. Jayram Gajanan Patil to the second properties were subject to sec.43 of Bombay Tenancy and Agriculture Land Act. Record of rights of the said property/land are **ANNEXURE - "B"**.And

xvi) During the computerization of record of the rights of the land survey no 132/2(part), 0H-34R-7P was corrected as survey no. 132/2B, 0H-34R-7P . Mutation to that effect was made in record of rights of the said land by mutation entry no. 1317 dt.12/09/2003. And

xvii) The Owners are thus well and sufficiently entitled to the said first property and the said Second properties; And

xviii) Further the Developers herein also have agreed to acquired development rights of land bearing Survey no.128 hissa no.1 admeasuring about 0H-29R-8P equivalent to 2980 sq. mtrs. lying being and situated at Village Dawale, Taluka and District Thane, from its owners Mr. Kathod Ziprya Kharpatil and others by a Development agreement dt.27/11/2014 duly registered with Sub-Registrar of Assurance, Thane under Sr. no.TNN-5/11196/2014 on 27/11/2014 and a Power of Attorney dt.27/11/2014 registered with Sub-Registrar of Assurance, Thane under Sr. no.TNN-5/11197/2014, subject to terms and conditions more particularly written therein. And the Developers herein also have agreed to acquired development rights of land bearing Survey no.131 hissa no.4 (part) admeasuring about 0H-15R-0P equivalent to 1500 sq. mtrs. lying being and situated at Village Dawale, Taluka and District Thane, from its owners Smt. Jomibai Valkya Kharpatil and others by a Development agreement dt.03/11/2014 duly registered with Sub-Registrar of Assurance, Thane under Sr. no.TNN-5/10350/2014 on 03/11/2014 and a Power of Attorney dt.03/11/2014 registered with Sub-Registrar of Assurance, Thane under Sr. no.TNN-5/10351/2014, subject to terms and conditions more particularly written therein. The Developers herein also have agreed to acquired development rights of land bearing Survey no.131 hissa no.1 admeasuring about 0H-10R-9P equivalent to 1090 sq. mtrs. lying being and situated at Village Dawale, Taluka and District Thane, from its owners Smt. Baimabai Budhaji Kharpatil and others by a Development agreement dt.

13/01/2015 duly registered with Sub-Registrar of Assurance, Thane under Sr. no.TNN-5/519/2015 on 13/01/2015 and a Power of Attorney dt. 13/01/2015 registered with Sub-Registrar of Assurance, Thane under Sr. no.TNN-5/520/2015, subject to terms and conditions more particularly written therein. The aforesaid three land bearing survey no.128/1, 131/4 and 131/1 lying being and situated at Village Dawale, Taluka and District Thane, are hereinafter referred to and called as **“the Said Adjoining Land”**.

F. i) By Development Agreement (VikasKarar) dt. 24/07/2014 executed by and between M/s. Rameshwar Builders and Developers, a partnership firm through its partners 1. Mr. Kanji Murji Mange, 2. Mr. Dhiraj Bhimji Patel, 3. Mr. Kirti Harilal Patel, 4. Mr. Kalpesh Kantilal Bhagat as “Developers” and Smt. Jijabai Pandurang Kharpatil and others as “Owners” registered *with Sub-Registrar, Thane* under sr. no.TNN-5/7298/2014 on 24/07/2014, the said Owners transferred the development rights of the first property alongwith right to sell, transfer flats/shops of the Developer’s share on ownership basis on terms and conditions more particularly written in said Development Agreement dated 24/07/2014. And

ii) Pursuant to the said Development Agreement, the Owners signed and executed Power of Attorney dated 24/7/2017 registered with Sub-Registrar, Thane under Sr. No. TNN 5-7300-2014, in favor of the Developer’s partners And

G. i) By Development Agreement (Vikas Karar) dt. 2/06/2014 executed by and between M/s. Rameshwar Builders and Developers, a partnership firm through its partners 1. Mr. Kanji Murji Mange, 2. Mr. Dhiraj Bhimji Patel, 3. Mr. Kirti

Harilal Patel, as “Developers” and Mr. Jayram Gajanan Patil as “Owners” and 8 others as his family members, registered with Sub-Registrar Thane , under sr. no.TNN-5/5588/2014 on 02/06/2014, the said Owners transferred the development rights of the second properties alongwith right to sell, transfer flats/shops of the Developer’s share on ownership basis on terms and conditions more particularly written in said Development Agreement dated 02/06/2014. And

ii) Pursuant to the said Development Agreement, the Owners signed and executed Power of Attorney dated 02/06/2014 registered with Sub-Registrar, Thane, under Sr. No. TNN5-5591-2014 in favor of the Developer’s partners And

H. Accordingly by virtue of above said registered development agreements and Power of attorneys the Developers/Promoters herein have acquired development rights in respect of first property land bearing survey no.132 Hissa no.1, admeasuring about 0H-44R-0P equal to 4400 sq. mtrs. (approx.) and second properties land bearing old no.132 Hissa no.2(part) new survey no.132 Hissa no.2A, admeasuring about 0H-34R-7P equal to 3470 sq. mtrs. (approx.) and survey no.208 Hissa no.9, admeasuring about 0H-04R-5P equal to 450 sq. mtrs. (approx.) lying being, situated at MaujeDawale, Taluka and District Thane, (The first property and the second properties hereinafter collectively are called and referred as “**THE SAID PROJECT LAND**”.) more particularly described in the Schedule-I hereunder written, from its respective owners subject **to** terms and conditions more particularly written in the above said development agreements. AND

I. The Developers are entitled to sell Apartment/ Flats / Commercial Area / parking space / garage of their share in

the building intended to be constructed on the said project land and to enter into agreements with “The Purchasers/Allottee” of the Flats / Commercial Area / Parking space / garage and to receive the sale proceeds thereof, vide aforesaid Development Agreements and Power of attorneys executed between the Owners and Developers.

J. In view of the aforesaid the Owners / Developers are entitled to develop all that piece or parcel of the said Project Land. AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

K. AND WHEREAS the Promoters are in possession of the project land. AND

L. The Promoters/Developers have entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects; AND

M. The Promoters have appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

N. The Developers have obtained necessary permission and order no.Mahasul/k-1/Te-1/Vinishchiti/SR-42/2015 for changing of Occupancy class 2 to Occupancy class 1,etc in respect of the said project land. Copy of the same is annexed herewith as **“ANNEXURE “C”**.

O. The Municipal Corporation of Thane has granted development permission and sanctioned plan vide its **V.P. no. S11/0108/15/ TMC/ TDD/ 1691/16 dated 18/02/2016** of

building wing A and B comprising of Stilt plus 7 upper floors which shall be known as **“ORCHID”**, a building comprising of Stilt plus 7 upper floors which shall be known as **“ROSE”** and is to be handed over to **“MHADA”**, building wing A and B comprising of Stilt plus 7 floors which shall be known as **“IRIS”** on the said project land , by using and utilizing Floor Space Index of the said Project Land and by availing of TDR, Fungible FSI or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation and further the Promoters expressly represent that they intend to get sanctioned and to develop and construct three more buildings viz. building wing A and C which shall be comprising of stilt plus 14 upper floors and building wing B which shall be comprising of stilt plus 19 upper floors, which shall be known as **“DAFFODIL”** on the said project Land by using and utilizing Floor Space Index of the said Project Land and by availing of TDR, Fungible FSI 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 Land from time to time, as part and parcel of this phase I. And P. Thane Municipal Corporation has granted commencement certificate bearing no. **V.P.no. S11/0108/15/ TMC/ TDD/ 1691/16 dated 18/02/2016** in respect of the said sanctioned buildings. Copy of the said Commencement Certificates are annexed hereto and marked as **ANNEXURE –“D”**.

- Q. The Developer has registered aforesaid 5 buildings viz. building wing A and B comprising of Stilt plus 7 upper floors which shall be known as “**ORCHID**”, a building comprising of Stilt plus 7 upper floors which shall be known as “**ROSE**” and is to be handed over to “**MHADA**”, building wing A and B comprising of Stilt plus 7 floors which shall be known as “**IRIS**”, under the provisions of the Real Estate (Regulation and Development) Act, 2016 with Maha Real Estate Regulatory Authority, and registration No. P517000008168. Authenticated copy is attached as **Annexure- “E”**. And intend to register three more buildings viz. building wing A and C which shall be comprising of stilt plus 14 upper floors and building wing B which shall be comprising of stilt plus 19 upper floors, which shall be known as “**DAFFODIL**” of the project in due course. AND
- R. By virtue of the aforesaid Development Agreements/Power of Attorneys the Promoters are entitled to sell the Apartments of their share in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof; AND
- S. The Allottee/s is/are offered an Apartment bearing number..... on the floor, (herein after referred to as the said “Apartment”) in the **wing A** of the Building called **DAFFODIL** (herein after referred to as the said “Building”) being constructed in the said project, by the Promoters. AND
- T. On request of the Allottee, the Promoters have agreed to sell and the Allottee/s has/have agreed to purchase an Apartment/flat/Shop no..... on floor, admeasuring about sq. fts. equivalent to square meters (carpet

area as defined in RERA) alongwith enclosed balcony of aboutsq. fts. equivalent to square meters and Cupboard area of about sq. fts. equivalent to square meters appurtenant to the said Apartment/flat for exclusive use of the Allottee/s in total usable area is about sq. fts. equivalent to square meters (hereinafter referred to as “the Said Apartment /Flat”) in wing of building in the project known as “**RAMESHWAR PARK**” being constructed on part of the said project land. AND

U. The Promoters has/have also agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Developer covered parking space in basement/ stilt/ podium in the layout for the consideration of Rs..... (Rupees only).

V. On demand from the allottee/s, the Promoters have given inspection to the Allottee/s of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Messrs. Sameer Lotke and Associates 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; AND

W. The authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI is annexed herewith at **Annexure “F”**. village form VII and XII or any other relevant revenue record showing the nature of the title of the Owners to the project land on which the Apartments are constructed or are to be constructed have

been annexed hereto and marked as **Annexure 'A'** and **'B'**, respectively.AND

X. The authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure “G”**.AND

Y. The copies of the plans of the Larger properties' Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **Annexure “H”**,AND

Z. The authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed and marked as **Annexure “I”**.AND

AA. The Promoters have 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. AND

BB. While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority. AND

CC. The Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans. AND

DD. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;AND

EE. Prior to the execution of these presents the Allottee/s has/have paid to the Promoter a sum of Rs..... (Rupee only), being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee/s has/have agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.AND

FF. Under section 13 of the said Act the Promoters are required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

GG. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment/Flat/Shop/Premises and the garage/covered parking(if applicable)

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

1. The Promoter shall construct the said building viz. “**ORCHID**”/ “**IRIS**” comprising of building wing A and B, each consisting of stilt and Seven upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

2.a (i) The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s Apartment/flat/Shop no..... onfloor, admeasuring aboutsq. fts. equivalent to square meters (carpet area as defined in RERA) alongwith enclosed balcony of about sq. fts. equivalent to square meters , and Cupboard area of about sq. fts. equivalent to square meters appurtenant to the said Apartment/flat for exclusive use of the Allottee/s in total usable area is about sq. fts. equivalent to square meters (hereinafter referred to as “the Said Apartment /Flat”) as shown in the Floor plan thereof hereto annexed and marked **Annexures “J”** in the said **wing A** of **DAFFODIL** building in the project known as “**RAMESHWAR PARK**” being constructed on part of the said project land, for the consideration of Rs. (Rupees only).

(ii) The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s close parking/garage/stilt parking/podium bearing Nossituated at Basement and/or stilt and /or podium being constructed in the layout for the consideration of Rs./- (Rupeesonly).

2(b) The Allottee/s has/have paid on or before execution of this agreement a sum of Rs..... (Rupees only) as advance payment or application fee and hereby agree/s to pay to the Promoters the balance consideration amount of Rs..... (Rupeesonly) in the following manner:-

- 10% As advance payment on or before execution of this Agreement (less advance payment paid)**
- 20% On the date of this Agreement**
- 15% On completion of plinth**
- 25% On completion of slabs including stilts,
(4% ON 1st Slab, and 2nd to 8th slab 3% each)**
- 5% On completion of walls internal plaster, internal conceal plumbing, flooring, door frames and windows sills of the said premises**
- 5% On completion of staircases, lift wells, lobbies upto the floor of the said premises**
- 5% On completion of external plaster, elevation terraces with waterproofing of the building**
- 5% On completion of external plumbing, external painting**
- 5% On completion of lifts, water pumps electrical fittings, Door shutters with hardware fitting and aluminum windows.**

5% On handing over possession of the said premises.

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

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

2(e) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ as per mutually agreed rate per annum for the period by which the respective instalment has been prepended. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

2(f) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

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

2(h) The Allottee/s shall be liable to pay to the Promoters, applicable Service Tax, VAT and GST and/or and any other taxes, charges, etc. applicable to the allotment/sale of the Said Apartment payable to the Government/Semi Government Authorities and all authorities, including Central Government, State Government, Thane Municipal Corporation, etc. The Allottee/s shall also be liable to pay along with the consideration value, additional charges as contained in aforesaid clauses hereinabove.

2(i) The amount/s paid by the Allottee/s to the Promoters shall be appropriated firstly towards taxes payable by him/her, then towards interest payable for all outstanding instalments towards consideration in respect of the said Apartment, cheque bounce charges, if any, then any administrative expenses and lastly towards consideration/outstanding dues in respect of the said Apartment.

3. The Allottee/s agree to pay to the Promoters interest at 12 % per annum on late payment of all the amounts which become due and payable by the Allottee/s to the promoters under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Promoters.

4. Without prejudice to the right of the Promoters to charge the interest in term of 3 above, on the allottee/s committing default in payment on due dates of any amount due and payable by the allottee/s to the Promoters under this agreement (including his/her proportionate share of taxes levied by concerned local authorities and other out goings) and on the allottee/s committing breach of any of the terms and conditions herein contained, the Promoters shall be entitled at his own option, to terminate this agreement.

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

Allottee shall be liable to pay 15% of the total consideration for purchase of the Apartment to the Promoters as liquidated damages and upon termination of this agreement the Promoters shall be at liberty to dispose of and sell the Apartment to such person and at such price as the Promoter may in his absolute discretion think fit.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of six months of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

5. The Promoters shall in respect of any amount remaining unpaid by the Allottee/s under the terms and conditions of this agreement shall have a first lien and charge on the said Apartment agreed to be purchase by the Allottee/s.

6. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

7. Time is essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Flat/Shop/Premises] to the Allottee/s and the common areas of the building to the Society of the allottee/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the

Allottee/s shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 2 (b) herein above. (**"Payment Plan"**).

8.1 The Promoters hereby declare that the Floor Space Index available as on date in respect of the project land is 8320 square meters only and Promoter 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, fungible FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project Land and/or the said Larger Properties . The Promoters have disclosed their intention to use any FSI becoming available in any form on the project land shall be utilized by the Promoters in the said project and Allottee/s have agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoters by utilizing the proposed FSI/TDR and on the understanding that the declared proposed FSI shall belong to Promoters only.

8.2 The Promoters hereby declare that the approved plan of the buildings is passed with the concession in open space required for the building.

9 The Promoters shall give possession of the Apartment/flat to the Allottee on or before **31st day of December 2021**, subject to the Promoters have received the full purchase price of the said Apartment/flat and other amounts payable by the Allottee/s to the

Promoters under these presents and provided the construction of the said building is not delayed on account of non-availability of steel, cement or other building material, water or electricity supply and act of God, Civil Commotion, Riot, War or any notice, Order, Rule, Notification of the Government and/or any other public body and/or Competent Authority and/or any Order of Court/Tribunal/Forum and/or any reasons and/or circumstances beyond control of the Promoters, has/have disturbed the construction schedule of the said building and there is no delay in issue of Occupation Certificate by the Thane Municipal Corporation and or Planning Authority and circumstances beyond the control of the Promoters. If the Promoters for any of the aforesaid reason beyond the control of the Promoters is/are unable give possession of the said Apartment/flat by the date stipulated hereinabove, the Promoters shall be entitled to proportionate extension of time for handing over possession of the said Apartment/flat. It is specifically agreed by the Allottee/s that during such proportionate extension period, the Allottee shall not be entitled to and shall not be allowed to cancel this agreement and/or claim any interest.

10. The fixtures and fittings with regard to the flooring and sanitary fittings and common amenities to be provided by the Promoters in the said building, the Apartment and the project as are set out in **Annexure “K”**, annexed hereto.

11. Notwithstanding what is contained herein to the contrary, it is expressly agreed between the Promoters and the Allottee/s that the Promoters shall be entitled to utilize and enjoy either personally or through any nominees all area or areas forming part of the said larger land as properly as may be available time to time including areas reserved for public utility including recreation, etc. by

utilizing the same as the Promoters may deem fit and the Promoter will be entitled inter alia to construct recreation centre, health club, club house, hotel and carry on such other activities or activities as the Promoters may desire on professional and/or commercial basis and the ownership of such construction and structures including right to own, manage, run and conduct such area or areas or structure or structures with right to transfer or assign benefit thereof and to recover and appropriate consideration received therefrom including from the day today business thereof shall be that of the Promoters alone exclusively and the Allottees shall have no right thereto either in his individual capacity or through the organization of the Apartments Allottee/s.

12. i) The Promoters reserves to itself the right to the full, free and complete right of way and means of access over, along and under all the internal access road in the said larger properties/layout/said project land plot and the common right of way at all times, by day and night, for all purposes and also to lay and connect drains pipes, cable and other amenities necessary for full and proper use and development of the said larger properties and the layout plot and if necessary to connect the drain, pipes, cables, etc. under, over or along the land appurtenant to each and every building.

ii) The Promoters reserve to itself the right/power and authority to grant/convey/transfer right of way/access/easements to allottees of development work in or Owners or Developers or Co-operative housing society through/over/from internal road or any part or portion of the said project land to access/approach/to use as way at all times, by day and night, for all purposes and also to lay and connect drains pipes, cable and other amenities necessary

for full and proper use and development of the said adjoining properties herein or any other adjoining property to the said project land.

iii) The Allottee/s agree and admit that the Promoters can at its free and absolute discretion grant, assign, confer right to use, avail, enjoy all or any of the common amenities or facilities which are developed, constructed and shown in layout to the allottees of Apartment/Flat/Shop/Premises developed and constructed in next or other phases of **RAMESHWAR PARK** project or adjoining project on the said adjoining properties or other adjacent properties to the said project land or their Co-operative Housing Society or Association or Company as the case may be or the Promoter/Developer thereof. And such any grant, conveyance, conferment of right to use, avail or enjoy the common amenities or facilities executed by the Promoters shall be binding upon the Allottee/s herein or his/her/their Society or Association or Company or Federation/federal Society.

13. So long as each of the Apartment/Covered parking spaces in the said building is/are not separately assessed for municipal Taxes and water taxes, etc., the Allottee/s shall pay to the Promoters or to the Society when formed, a proportionate share of the Municipal Taxes and water Taxes, etc. assessed on the whole building, such proportion to be determined by the Promoters on the basis of the area of each Apartment/covered parking in the said building. The Allottees along with the other apartment holders will not require the Promoters to contribute a proportionate share of the water charges, tanker water charges, electricity use for water, lifts and any other similar charges relating to occupation in respect of the Apartment/s which are not sold or disposed of by the Promoters. The Promoters

will also be entitled to the refund of municipal Taxes on account of the vacancies of such apartments.

14. The Allottee/s confirms that he/she/they/it has/have agreed that all internal dimensions for carpet area are from unfinished wall surfaces. Minor variations (+/-) upto 3% in actual carpet areas may occur on account of site conditions. In the event variation is more than 3% the consideration will stand decreased or increased as the case may be, the proportion to such variation.

15.1 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and all the payment is made by the Allottee/sas per the agreement shall offer in writing the possession of the Apartment/Flat/Shop/Premises and parking if any purchased, to the Allottee/s in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the Promoter shall give possession of the Apartment/Flat/Shop/Premises and parking if any to the Allottee, provided the Allottee/s has/have not committed any default or breach of any terms and condition of this agreement. The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be.

15.2 The Allottee/s shall take possession of the Apartment within 15 days of the written notice from the promoter to the Allottee intimating that the said Apartments are ready for use and occupancy:

15.3 Upon receiving a written intimation from the Promoter as per aforesaid clause, the Allottee shall take possession of the Apartment/Flat/Shop/Premises from the Promoter by executing necessary indemnities, undertakings and such other

documentation as may be required by the Promoters, and the Promoters shall give possession of the Apartment/Flat/Shop/Premises to the allottee/s.

15.4 Commencing a week after notice in writing is given by the Developers to the said Purchaser that the said Apartment is ready for use and occupation irrespective of whether the possession of the Apartment is taken or not in accordance with the provisions of this agreement, the said Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the said Apartment) of outgoing in respect of the said property and building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs, and salaries of clerks, bill collectors, Security Guard, sweepers all other expenses necessary and incidental to the management and maintenance of the said property/building. The amounts so paid by the said Purchaser to the Promoters shall not carry any interest and remain with the Promoters. The said Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on or before the 10th day of each and every month in advance and shall not withhold the same for any reason whatsoever. However, a sum equivalent to 12 months maintenance charges as deposit and Post Dated Cheques of monthly maintenance shall be given by the said Purchaser with the Promoters before taking possession of the Apartment.

15.5 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated and provided the

Allottee/s is not guilty or responsible for such defect, wherever possible such defects shall be rectified by the Promoter at their own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect as may be determined by the Architect/Engineer of the Promoters after inspecting the defect. However, it is specifically agreed by and between the Promoters and the Allottee/s that, if the Allottee/s does any alteration and/or cause damage to the waterproofing in the Apartment, the Promoters shall not be liable for any defect liability.

15.6 The Promoters expressly declare that the Promoters have to hand over the building herein called and referred as “**ROSE**” comprising of stilt plus seven upper floors and portion land admeasuring about **1423.31 square meters** underneath the building **ROSE** alongwith their title to the building and land to the **MHADA** as per terms and conditions of the sanctioned plan of the said sanction buildings.

16. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence/shop. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

17.1 The Allottee along with other allottee(s)s of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye- laws of

the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

17.2 The Allottee agree and admit that, after issuance of occupancy certificate of the building or the wing of the building by the thane municipal corporation and after receipt of full and final consideration amount of all Apartment/flat/shop/premises in the said building is paid by the respective Allottee/s to the Promoters, the Promoters shall submit the application to the registrar for registration of a co-op housing of that building or that wing of that building in the layout under the Maharashtra co-op housing societies act 1960 or a company or any other legal entity. The Promoters intends to/may form and submit an application to the registrar for registration of a separate Co-operative Housing Society or Association or Company of all the allottees of building **“DAFFODIL WING-A,** as the Promoters may deem fit and proper at their absolute discretion at the time of its formation.

17.3 The Allottee agree and admit that after the date of receipt of occupancy certificate of the last of the building which was to be constructed in the layout and after receipt of full and final consideration amount of all Apartment/flat/shop/premises in the said building is paid by the respective Allottee/s to the Promoters, the promoter shall submit an application to the registrar for

registration of the co-op society or the company to form and register an apex body in form of federation or holding entity consisting of all such entities in the layout.

18. The Allottee agree and admit that simultaneous to execution and registration of conveyance conveying/transferring his/their title to the said project land along with the entire undivided or inseparable land underneath all buildings jointly or otherwise to the apex body or federation or holding company, as the case may be, and after receipt of full and final consideration amount of all Apartment/flat/shop/premises in the said building is paid by the respective Allottee/s to the Promoters, the Promoters shall cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated (excluding basements and podium), subject to the Promoters rights to dispose of the remaining Apartments, if any and rights reserved herein of the Promoters.

19. The Allottee agree and admit that, within three months of receiving of Occupancy Certificate for the last building in the said layout of **RAMESHWAR PARK** and after receipt of full and final consideration amount of all Apartment/flat/shop/premises in the said building is paid by the respective Allottee/s to the Promoters and registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, The Promoter shall cause to execute conveyance transferring all his/their all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land (excluding the portion of land underneath building ROSE and its building structure to be handed over to the MHADA) along with the entire undivided or inseparable

land underneath all buildings jointly or otherwise, common amenities and facilities to the apex body or federation or holding company, as the case may be.

20. The said Allottee/s agrees that his/her/their interest in the said project land and the said buildings is impartible and he/she/they shall not be entitled at any time to demand partition of his interest in the said project land and/or in the said buildings and/or properties amalgamated properties in layout of Rameshwar Park project.

21. Society formation and other charges: In addition to consideration amount, the Allottee shall on or before delivery of possession of the said premises pay to the Promoter, the following amounts :-

(i) Rs. 511/- for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.

(ii)Rs. 5000/- for formation and registration of the Society or Limited Company/Federation/ Apex body.

(iii)Rs.5000/- for Deposit towards Water, Electric, and other utility and services connection charges.

(iv) Rs. 30,000/- for Electricity meter deposit and connection charges.

(v) Rs. 40,826/- for municipal cess, taxes, N.A. assessment charges payable to local, state and central Government.

(vi) Rs.25,000/- for life time club-house membership.

(vii) Rs.47,755/- for Development charges.

(viii) Rs.25,000/- for infrastructure development

(ix) Rs.5000/- towards legal and documentation charges,

(x) Rs.16,008/- towards area maintenance for one year from the date of intimation of possession.

The non-refundable club house cost quoted as aforesaid are/shall be over and above the maintenance usage charges for the club i.e. there will be separate charges for usage as well as maintenance and management of the clubhouse.

The Promoters and its nominees and assignees shall construct and provide the club facilities to the flat/Apartment/premises of the purchaser/s in the building situate at **Rameshwar Park**, by entitling to the allottee/s on making payment of non-refundable club cost, membership fees, service charges, etc. to utilize and enjoy the club benefits and services, as per the rules and regulations be laid down by the Promoters time to time determined by the Promoters and/or their assign to that effect, apart from the price consideration to be paid by the Purchaser/s to the Promoters in respect of the said premises upon the execution of these presents. Recreational facilities in case provided to individual building/s with separate access for the common use of all the resident of the complex. The Allottee/s shall not take objection for the common usage of such facilities i.e. any premises purchaser can use any of such facility provided in any building of the complex. The Allottee/s and/or any other purchaser of the premises holder/s in the complex shall not raise objection for using facilities provided in his/her building by the premises purchasers of other building and vice-versa. Also the societies of every individual building shall well inform in advance about the same and the residence and members of such society also shall not raise object thereto. This is mandatory provision execution of this presence, the Promoters shall have

absolute authority and sole discretion upon completing of the project of **Rameshwar Park** or at any stage of construction, the operation and management of the club house of **RAMESHWAR PARK** will be handed over to an independent agency or federation and the costs of operation and management of the said club house will be borne by all the flat /apartment purchasers of **RAMESHWAR PARK**.

22. The Allottee/s shall on or before taking possession of the said Apartment pay **Rs 300/- PM** to the Promoters for twelve month in advance every year to meet the future maintenance of internal layout, roads, recreation areas, street lighting, etc. and for the purpose of maintenance and upkeep of recreation areas and other facilities which the Promoters provide specifically for the allottee/s of apartment in the project land and earmark the same for the purpose of use thereof by the allottee/s of Apartment in the building/s in the said property. It is clarified that the said aforesaid amount is not by way of consideration for acquiring the said Apartment by the allottee/s of Apartment but for the purpose of lumpsum payment of future maintenance in respect of the aforesaid area. It is further agreed that the Promoters will have right, and good power to invest the said amount or amounts for the betterment of the common infrastructure by the promoters and the allottee/s shall have no right to the said amount and the allottees shall not claim either refund thereof or hold the promoters liable in that behalf in any manner whatsoever. It is agreed that the Promoter shall be entitled to utilize the said amount for the purpose of the aforesaid arrangement in respect of the maintenance of internal layout, roads, recreation areas and repair thereof, street lighting, etc. it is also repeated and confirmed that the Promoters will make arrangement for the aforesaid maintenance work and

make diligent efforts in that behalf. However, the Promoters shall not be liable for any act of commission or omission or failure in future maintenance of repairs of internal layout roads, street lighting and other areas by reason of the fact that the aforesaid amount is paid by the allottee/s to the Promoters and the Promoters will endeavor in reasonable manner to provide for the same. It is agreed that the promoters will be entitled to provide for a body or association as the Promoters may deem fit so as to maintain the said internal layout roads, street lighting, etc. through the medium or instrument of such body or association as the case may be. The Promoters shall be entitled to transfer the said amount or balance thereof to such body or association as the case may and where upon the Promoters shall be absolved of all their liabilities in respect of the said amount and application and utilization thereof. The allottee/s declare and confirm that the payment the said sum as stated hereinabove is over and above the purchase price and also the various deposit and charges agreed to be paid by the allottee/s and the same shall not be set off or adjusted against any other amount or amounts in any manner whatsoever.

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

respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

24. The Allottee/s hereby agree/s that in the event of any amount accelerated by way of premium and other charges, betterment charges and/or development tax, security deposit, charges for purpose of giving water connection, drainage connection and electricity connection/payable to the Thane Municipal Corporation and/or to the State Government, MSEDCL or any private electricity provider, other taxes and/or payment of a similar nature becoming payable by the Promoters, the same shall be paid by the Allottee/s to the Promoters in proportion to the area of the said Apartment/flat. It is agreed that the betterment charges referred to hereinabove shall mean and include pro-rate charges which the allottee/s may be called upon to pay by the Promoters in respect of installation of water line, water mains, sewerage line, sewerage mains, electric cable, electric sub-station (if any) making and maintaining of internal roads and access to the project land, drainage layout and all other facilities till the charge of the project land is handed over to the Society/Organization of the Allottees of the Apartments in the project land.

25. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee/s as follows:

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

- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no known litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the project 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 land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment/Flat which will, in any manner, affect the rights of Allottee under this Agreement;

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

ix. At the time of execution of the conveyance deed of the structure to the society of allottees the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the society of the Allottee/s;

x. The Promoters have 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 upto possession of Apartment is offered to the Allottee/s, with respect to the said project to the competent Authorities;

xi. within knowledge of the Promoters, 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 project land) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report;

xii. The Promoters represent that the promoters intend to develop a housing project consisting of residential and commercial premises on their said Larger properties from time to time in various phases as a cluster development and as a single or multiple layouts by constructing numbers of buildings consist of Apartment/shop/premises, etc. having common amenities and facilities for all the buildings of all the phases of housing project shall be known as “**RAMESHWAR PARK**”. And

xiii. The Promoters intends to develop and construct 5 buildings shall be comprising of stilt plus 7 upper floors and 2 buildings shall be comprising of stilt plus 14 upper floors and 1 building shall be comprising of stilt plus 19 upper floors by using and utilizing Floor Space Index of the said Project Land and by availing of TDR, Fungible FSI 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 Land and/or the said Larger Properties. Further the Promoters intends to develop and construct a clubhouse comprising of ground plus one upper floor, internal road, recreation ground/s as per sanctioned plan, which shall be common and can be used by all allottees of all the buildings constructed on and societies/association/companies formed of buildings on the said Larger Properties. The Promoters intends to form and register Co-operative Housing Society of the allottees of the buildings/wings and federal Society or federal association or holding companies of all the Societies in the said **Rameshwar Park** Project and to convey title of the structure and the said Larger properties or part thereof as per terms and conditions of Agreement for sale that may be executed with the Allottees of Apartment/shop/Premises in the building/s of the **Rameshwar Park** Project. And

xvi. As per terms and conditions of the Development agreement the Promoters are liable to share/handover certain portion of constructed area to the Owners of the land by way of consideration.

26. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-

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

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

iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment

which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

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

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

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

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.

ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up and without prior written permission/no objection of the Promoters.

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

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

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

xiii. Until the said project land is fully developed not to obstruct or prevent the promoters in any manner whatsoever from carrying out further construction of building/s or structure/s in such manner as the Promoters may deem fit and proper, as per the sanctioned plan.

xiv. The Promoters/Developers or its assignee/s or nominee shall be entitled to amalgamate the said adjoining properties or part thereof with the said project land and layout. And can get sanctioned/approved proposed development work/buildings consisting of different usable purpose from Thane Municipal Corporation as part and parcel of the layout of the said project land or sanctioned buildings or as separate layout or development project at absolute discretion of the Promoters herein or their assignees or nominees, by using residuary floor space index or development benefits or capacity or potentials of the said project land and all sort of F.S.I. and development benefits of the said adjoining properties or amalgamated properties, etc. under different

and amended provisions of Maharashtra Regional Town Planning Act, Development Control Regulations, etc. applicable to the said properties. Further the Promoters, its assignees or nominees shall be entitled to use and avail internal road of the layout of the said sanctioned buildings or layout of the said project land for getting development sanction, permission and approval of Thane Municipal Corporation to development work on amalgamated or adjoining properties. And in such case that internal road/access road shall always remain common and open to use for all allottees and occupants and beneficiaries of such sanctioned/approved development work/buildings.

xv. The Allottee/s hereby covenant and confirm that the Promoters, subject to what is contemplated this agreement have irrevocable and unconditional rights, authorities, entitlements to increase or decrease area of the aforesaid sanctioned building/s, increase or decrease in numbers of floors as also specification/designs as also location by vertical and/or horizontal as may be permitted/approved by the Corporation, from time to time without adversely affecting in any way the said Apartment hereby allotted to the Allottee/s.

xvi. The allottee/s agree and undertake not to raise any nature of objection and shall give his/her/their consent for giving access to the third party plots going through the project land / building compound to such third party plots.

xvii. The allottee/s shall not object to the plan and its implementation for the provision of shopping premises as building or part/adjacent to the said building and to the purchase of the same by diverse shop purchasers. The allottee/s shall not object for any authorized business in the shop premises by the premises

purchasers/owners/licensees whatever the case may be and the clients, visitors and customers shall have free entry to ingress and egress thereto.

xviii. The Allottee/s further covenant to be abide by grant, conferment, assignment of right of way or easement made or created or executed by the Promoters in respect of internal road or on other portion of the said project land and/or the said larger properties and/or any other adjoining plot/s with the Grantee/Assignee/etc.

27. The Allottee/s agree and admit that Without affecting or prejudicing the rights of the Allottee/s in respect of the said Apartment, the Promoters shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the layout plot of the said property more particularly described thirdly in the first schedule hereunder written.

28. The Allottee/s agree and admit that the Promoters shall always have the right to get benefit of additional FSI, fungible FSI, any additional development right that they may be entitled to in future for construction on the said property from Thane Municipal Corporation (**TMC**), amend layout and also put up additional structure/buildings as may be permitted by the TMC and other competent Authorities; such structure/building will be the sold property of the promoters alone and the allottee/s shall not be entitled to raise any objection or claim any abetment in the price of the said apartment agreed to be acquired by him/her/them. The promoters shall be entitled to optimum utilisation of development rights and development capacity of the said Larger properties jointly and the said project land severally and to develop the same upto its optimum development can be made from time to time in present

and in future on modification to Development Control Regulations, which are applicable to the said Project Land and/or the said Larger Properties. And the allottee/s will not ask/demand any benefits on any such ground.

29. The Allottee/s agree, admit and covenant with the Promoters that the Allottee/s agree to give his/her/their consent/no object and shall always be bound to give consent/no objection to the Promoters as per request, requirement, provisions of law including Real Estate (**Regulation and Development**) Act, 2016, etc. to the Promoters or their assignee or nominees for alteration, amendment, revision or change the layout, sanctioned plan of the said project, building, etc. being constructed or to be constructed on the said project land.

30. The Allottee/s agree, admit and covenant with the Promoters that without prejudicing right of the Allottee/s under this agreement, the Allottee/s agree to give his/her/their consent/no object and shall always be bound to give consent/no objection to the Promoters to assign, transfer and convey development right, project in respect of the said project land.

31. “The Allottee/s” hereby expressly consents to the Developers constructing additional upper floors, to the said building or extend the proposed said building by horizontal/vertical extensions, basement stilt, if any, as if the said variations and modifications had been incorporated in approved plans and agrees not to object or raise any dispute or contention whatsoever in future to the construction of additional floors and shall not be entitled to or ask for any reduction in the consideration agreed to be paid by “The Allottee/s” under this agreement or claim compensation or damages on any count whatsoever. “The Allottee/s” is further aware that the

Developers are at present constructing the said building and the Developers shall at their sole discretion get sanctioned additional FSI available in respect of the of the said property which form part of layout of the said property and/or additional FSI available either as Transferable Development Right (TDR) or otherwise and get the plans sanctioned for the construction thereon of additional buildings (comprising of basement stilts and upper floors) for residential, commercial use or any other permitted use and “The Allottee/s” hereby unconditionally and irrevocably consents to the same.

32. The Allottee/s hereby expressly give consent to and agreed that the Developer shall be entitled to sub-divide or amalgamate the plot of land or part thereof forming part of lay out plan of **Rameshwar Park** project to develop it further with any adjacent plot of land either by using F.S.I. of adjacent plot or T.D.R. capacity of the same plot or T.D.R. of any plot of land.

33. The Allottee/s hereby expressly consent to the Developers re-designing any building or buildings or the recreation area or internal road and passages and such other area or areas which the Developers may desire to realign and redesign. If the building, in which “The Allottee/s” has/have agreed to acquire the premises, are completed earlier than other Buildings on the said property, “The Allottee/s” confirms that the Developers then will be entitled to utilize any F.S.I. whether T.D.R. or otherwise, which may be available on the said property, said entire property or any part thereof or any part thereof or any adjoining property or properties as the case may be. Till the construction of all the buildings to be constructed on the said property as also other adjoining properties are completed and the F.S.I. and/or T.D.R. available on the said

property is fully utilised by the Developers and the amount or amounts receivable by the Developers and all the obligations required to be carried out by “The Allottee/s” herein and the other Allottee/s of Apartment from the said Promoters, are fulfilled, the Promoters shall not be bound and shall not be called upon or required to form any Co-operative Society, Limited Company or condominium of Apartment Owners, as the case may be or execute conveyance or other document of transfer in respect of the said property. “The Allottee/s” agree and irrevocably consent not to raise any demand or dispute or objection in that behalf.

34. The Allottee/s agree and admit that in the event of Organization of the Allottee/s being formed and registered before the sale and disposal by the Promoters of all the Apartments/flats, covered parking spaces, the Powers and Authorities of such Organization shall be subject to the overall authority and control of the Promoters in respect of all the matters concerning the said building and in particular the Promoters shall have absolute authority and control as regards unsold Apartments/flats/covered parking spaces and disposal thereof; **PROVIDED AND ALWAYS** the Allottee/s hereby agree and confirm that in the event of such Organization being formed earlier than the promoters dealing with or disposing of all the Apartments in the said building then and in that event any allottee/s of apartment/covered parking spaces from the Promoters shall be to such Organization on being called upon by the Promoters without payment of any premium or additional charges saved and except Rs.500 (for individual) and Rs.1000/- (for Company) for the share money and Rs.100 as entrance fees and such allottee/s or transferee/s shall not be discriminated or treated prejudicially by such Organization.

35. In the event any development charges or betterment charge or premium or tax or any other levy becomes payable by the Promoters, the said Allottee/s hereby agrees to reimburse the same to the Promoters in proportion to the area of Flat/ Parking space / Garage etc., agreed to be purchased by him/her/them and in determining such amount, the decision of the Promoters shall be conclusive and binding upon the said Allottee/s .

36. The Allottee/s is fully aware of the provisions of amended Bombay Stamp Act, if any stamp duty over and above the stamp duty already paid on this agreement is required to be paid or is claimed by the Superintendent of Stamps or Joint District Registrar or concerned authority, the same shall be borne and paid by the Allottee/s alone including the penalty, if any. The promoter shall not be liable to contribute anything towards the said stamp duty. The Allottee/s shall indemnify the Promoters against any claim from the stamp authority or other concerned authority in respect of the said stamp duty to the extent of the loss or damage that may be suffered by the Promoters. The Allottee/s shall also fully reimburse the expenses that may be required to be incurred by the Promoters in consequences of any legal proceeding that may be instituted by the authorities concerned against the Promoters for nonpayment and/or under payment of stamp duty by the Allottee/s.

37. It is an express condition of this Agreement that on request of The Allottee/s the Developer who are promoter of the building have agreed to allot a parking space / open parking space to the Allottee/s. The Allottee/s agree that after society/association /company as the case may be is formed of the flat Allottee/s including The Allottee/s herein The Allottee/s agrees to pass necessary resolution and thereby confirm allotment of parking

space by the Developers to various flat Allottee/s . The Allottee/s shall not be entitled and hereby agrees not to raise any objection or do anything which would result in a breach of the terms and conditions of the Agreements which may be entered into by the Owners/ the Developers with other Allottee/s with regard to allotment of such parking spaces/open spaces as aforesaid.

38. The Developers reserve right to increase the proposed monthly contribution amount to provide for inflation/increase of above outgoings and “The Allottee/s” shall pay the same and shall not raise any dispute regarding the same. The Developers shall render the account of monthly outgoings and security deposits to the Society/Limited Company and not individually to “The Allottee/s” at end of accounting year or handing over of the society.

39. The name of the group buildings on the said project land shall forever be "**RAMESHWAR PARK**".

40. It is also hereby expressly agreed that so long as it does not in any way affect or prejudice the rights created in favour of the said Allottee/s in respect of the said flat/shop premises, the Promoters shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose off Promoters' rights, title and interest in the said buildings and/or in the said property or any part thereof or open land surrounding the said buildings and give open parking space or in any other manner the Promoters may deem fit including to assign and/or give on lease or sub-lease or otherwise any portion or portions of the said properties and the same shall be binding on the said Allottee/s and the ultimate society Ltd. co., condominium etc.

41. The said Allottee/s and the persons to whom Apartment is let, sub-let, transferred, assigned or given possession of (after obtaining

prior written permission of the Promoters) shall from time to time, sign all applications, papers and documents and do all acts, deeds and things as the Promoters and/or the society/ultimate body may require for safeguarding the interest of the Promoters and/or the other flat / shop/garage / stilt/parking space/open space etc., holders in the said building.

42. In the event of the said Allottee/s attempting to and/or disposing of the said Apartment or any part thereof to any persons or party (without obtaining the prior written consent of the Promoters) this agreement shall without further notice automatically and forthwith stand cancelled and revoked and then in such event the amounts paid till then by the said Allottee/s to the Promoters under this agreement shall be refunded to the said Allottee/s without any interest and the said Allottee/s shall hand over vacant and peaceful possession of the said Apartment to the Promoters forthwith if it is with him.

43. After taking the possession of said Apartment "The Allottee/s" shall pay regularly all the taxes, cess, charges, expenses, maintenance, electricity bill and other outgoings in respect of the said Apartment along with maintenance of common area facilities/amenities.

44. The power and authority of the society or limited co. or the said Allottee/s herein and other Flat / Shop Allottee/s shall be subject to the overall power, control and authority of the Promoters in any of the matters concerning the building and other construction on the said entire property completion thereof and all amenities pertaining to the same and in particular the Promoters shall have absolute authority and control as regards the unsold flats, etc. and the disposal thereof.

45. Any delay or indulgence shown by Promoters in enforcing the terms of this agreement or any forbearance or giving of time to Allottee/s shall not be construed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this agreement by the said Allottee/s nor shall the same in any manner prejudice the rights of the Promoters.

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

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

48. The management and maintenance of common amenities and facilities mentioned in Second Schedule here will be handed over to the Apex body of Federation of all societies or any agency; upon completion or at any appropriate state thereafter as per the discretion of the Promoters.

49. After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Apartment of allottee/s and

if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/Flat].

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

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

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

53. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement

shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

56. The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/s, in Thane, Maharashtra, after the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Thane Maharashtra.

57. The Allottee/s and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

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

Name of Allottee:-

PAN No. :-

Name of Co-Allottee:-

PAN No. :-

Allottee's Address:-

Email ID:

Promoter Name:- Rameshwar Builders And Developers

PAN No. :- AARFR0985J

Promoter Address:- S. No. 132/1- 2A, 208/9, Village Dawle, Khardipada, Off. Diva Shil Road, Diva (East), Thane – 400 612.

Email ID: rameshwarpark@gmail.com

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

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

60. Stamp Duty and Registration :- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee/s alone along with incidental charges thereto.

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

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

63. All the Partners being the Partners of **M/s. Rameshwar Builders & Developers** i. e. the Developers herein have authorized and appointed its two Partners namely **Mr. Kanji Murji Mange (Bhanushali) and Mr. Manoj Bhimji Patel** to execute and register this agreement on behalf and in name of the Developers vide Power

of Attorney dated 6th July, 2017, registered at the Office of the Sub-Registrar of Assurances, **Thane-5 at Serial No. 8031/ 2017**, dated 6th July 2017 and accordingly, these Authorised partners namely 1) **Shri Kanji Murji Mange (Bhanushali) and 2) Shri Manoj Bhimji Patel** have appointed any one out of the Three i. e. 1) **Shri Kishore D. Mahipatrao, 2) Shri Vijay B. Tiwari and 3) Shri Nikhil D. Mahipatrao**, to Lodge this document at the Office of the Sub-Registrar of Assurances, Thane & admit the execution thereof & to complete the registration process of this document at the Office of the Sub-Registrar of Assurances, Thane vide Special Power of Attorney dated 6th July, 2017, registered at the Office of the sub-registrar of Assurances, **Thane-5 at Serial No.8032/2017 dated 6th July 2017**, a copy of this special of Power of Attorney is annexed hereto as **"ANNEXURE "L"**

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

FIRST SCHEDULE OF PROJECT LAND ABOVE REFERRED TO

All those pieces or parcels of land, hereditaments and premises bearing bearing survey no.132 Hissa no.1, admeasuring about 0H-44R-0P equal to 4400 sq. mts. (approx.) lying, being and situated at village Dawale, Taluka and District Thane, within the registration district and sub-district of Thane and bounded as follows:

On or towards East : S.NO.208-H-8

On or towards West : S.NO.137

On or towards North : S.NO.208 – H-1/2

On or towards south : S.NO.199

and second properties land bearing old no.132 Hissa no.2(part) new survey no.132 Hissa no.2A, admeasuring about 0H-34R-7P equal to 3470 sq. mts. (approx.) and survey no.208 Hissa no.9, admeasuring about 0H-04R-5P equal to 450 sq. mts. (approx.) situate at village Dawale, Taluka and District Thane, within the registration district and sub-district of Thane and bounded as follows:

On or towards East : S.NO.208-H-8

On or towards West : S.NO.137

On or towards North : S.NO.208 – H-1/2

On or towards south : S.NO.199

SCHEDULE OF PARKING SPACE

Close/Cover parking/garage/stilt parking/podium bearing Nos situated at Basement and/or stilt and /or podium being constructed in the said building/in the layout.

SCHEDULE OF THE SAID APARTMENT

Apartment/flat/Shop no..... onfloor, admeasuring about **319** sq. fts. equivalent to **29.65** square meters (carpet area as defined in RERA) alongwith enclosed balcony of about **33** sq. fts. equivalent to **3.06** square meters , and Cupboard area of about **10** sq. fts. equivalent to **0.92** square meters appurtenant to the said

Apartment/flat for exclusive use of the Allottee/s in total usable area is about **362** sq. fts. equivalent to **33.63** square meters (hereinafter referred to as “the Said Apartment /Flat”) as shown in the Floor plan thereof hereto annexed and marked **Annexures “F”** in the **wing A** of **DAFFODIL** building in the project known as **“RAMESHWAR PARK”** being constructed on part of the said project land.

SIGNED AND DELIVERED

BY THE WITHIN NAMED

THE PROMOTERS

M/s. RAMESHWAR BUILDERS AND DEVELOPER

A partnership firm through its authorised partners

MR._KANJI MURJI MANGE,

MR. MANOJ BHIMJI PATEL,

In the presence of

1.

2.

SIGNED AND DELIVERED

BY THE WITHIN NAMED

THE ALLOTTEE/S

1.

2.

In the presence of

1.

2.

RECEIPT

Received of and from the Allottee above named the sum of Rupees
..... on execution of this agreement towards Earnest Money
Deposit or application fee.

I say received.

For Rameshwar Builders And Developers,

1). Kanji Murji Mange, (Bhanushali)

2). Manoj Bhimji Patel

Authorised Partner