

AGREEMENT FOR SALE OF FLAT

THIS AGREEMENT is made at BHAYANDER
this.....day of..... in the year TWO THOUSAND AND
.....;

BETWEEN

M/s. GUJARAT ESTATE, a registered partnership firm,
having Gujarat Group of Companies, Samriddhi Tower-
A, Indralok Phase-III, Ghodbunder Road, Bhayander (E),
Thane-401105, hereinafter called as “THE
PROMOTER/S”, (which expression shall unless it be
repugnant to the context or meaning thereof be deemed
to mean and include the partners for the time being of
the said firm and the partners from time to time of the
said firm, the survivor or survivors of them and the

heirs, executors and permitted assigns) **of the ONE PART:**

AND

Mr./Mrs./M/s._____,
Mr./Mrs./M/s._____ an
adult Indian Inhabitant, presently residing at

Hereinafter called as “THE ALLOTTEE/S” (which expression shall unless repugnant to the context or meaning thereof be deemed to include his/her/their heirs, executors, administrators and assigns or partners) **of the OTHER PART.**

PROLOGUE:

- A. The Promoters M/s GUJARAT ESTATE is the builders and developers by profession, who have developed and constructed various buildings in the vicinity by utilizing its specific skills and experience for development and construction of buildings.
- B. The Promoters state and declare that by virtue of an Agreement and Conveyances the promoters area seized, possessed and/or well and sufficiently entitled for the pieces and parcels of the lands properties described in Table Below;

Property	Old Survey No.	New Survey No.	Hissa No.	Promoters Land area in Sq. Meters	By virtue of Regd. Docs No.	Status of Promoters
1 st	63	108	1	3440	Agreement	Developers

2 nd	66	109	1	5600	dated 01/11/2007 TNN-4/09602 & Conveyance dated 22/10/2024 TNN-2/28169	
3 rd	66	109	2	2630	Conveyances described hereunder	Owner

All of Revenue Village GODDEO, Taluka & District Thane, lying, being and situate at Bhayander (E), within the limits of Mira-Bhayander Municipal Corporation, Registration Sub-District of Thane, as more particularly described in the **FIRST SCHEDULE** hereunder written, hereinafter called as **“the said property”**. Simultaneously the respective Owners had also executed an Irrevocable General Power of Attorney with all powers to deal with the said property and said rights including sale of flat and execute Conveyance in favour of Co Operative Housing Society formed by flat purchasers. Accordingly the Promoter has prepared a development of the said property and submitted the same to Mira Bhayander Municipal Corporation for obtaining necessary sanctions and approvals and the Mira Bhayander Municipal Corporation has sanctioned the development plan of the said property and issued revised **Commencement Certificate No.MNP/NR/2815/2022-2023** **dated 21/10/2022** to develop and construct a **2 Buildings, however subject matter of this Agreement is the Building No.1 being Part Ground + 4 Part Podium + 1 to 31st Floors** on the part of the said property as per the sanctions

and approvals granted by the Mira Bhayander Municipal Corporation from time to time.

C. The Promoters after obtaining all the necessary sanctions and permissions for the development and construction of the said **Building No.1** in the project known as **“KASTURI VAN”**, the said project is registered with the Real Estate Regulatory Authority at MUMBAI No.**P51700025276**.

D. The Allottee has approached to the Promoter with a proposal to purchase and acquire a flat in the said building and the Promoter has accepted the proposal of the Allottee and agreed to sell a flat mentioned herein in detail for the consideration and on the agreed terms and conditions which are described under this Agreement for Sale of Flat in respect of flat mentioned in these presents.

WHEREAS:-

1st & 2nd Properties 63/108/1 & 66/109/1

- i. The pieces or parcels of lands property bearing Old Survey No.63, New Survey No.108, Hissa No.1, admeasuring 34 Guntha or equivalent 3440 Sq. Meters AND Old Survey No.66, New Survey No.109, Hissa No.1, admeasuring 3 Acres 1.5 Guntha, all of Village GODDEO, Taluka & District Thane, lying being and situate at Bhayander (E), District Thane, Registration sub District at Thane, and as more particularly described in the **First Schedule** hereunder written hereinafter referred to as “the said entire 1st & 2nd properties”, which originally belonged to MR. CECIL DOMINIC GOMES as owner of the

said 1st & 2nd properties and his name appears in the Rerecord of Rights including the 7/12 extract of the said entire 1st & 2nd property under common Mutation Entry No.2054 as owner.

- ii. The said Owner MR. CECIL DOMINIC GOMES by an Agreement for Sale dated 6/03/1979 agreed to sell, assign and transfer the said entire 1st & 2nd properties to SHRI PURSHOTTAMDAS REVABHAI PATEL and SHRI CHANDRAKANT NAROTTAMDAS SHAH and SHRI BABULAL JAGANNATH AGARWAL for the consideration and on the terms and condition mentioned therein and simultaneously the said Owner had executed an Irrevocable General Power of Attorney dated 19/11/1991 in their favour with powers and authorities to sell the said entire 1st & 2nd properties and execute conveyance thereof.
- iii. In further development said Owner with SHRI BABULAL J. AGARWAL by an Agreement dated 2/11/2007 registered under Sr. No.TNN-4/09602 dated 2/11/2007 agreed to sell, assign and transfer all their right title and interest in respect of development of the lands bearing Old Survey No.63, New Survey No.108, Hissa No.1, admeasuring 34 Guntha or equivalent 3440 Sq. Meters AND land admeasuring 5600 Sq. Meters out of and forming the part of land property bearing Old Survey No.66, New Survey No.109, Hissa No.1, admeasuring 3 Acres 1.5 Guntha, all of Village GODDEO, Taluka & District Thane, (the said 1st & 2nd properties) to M/s. GUJARAT ESTATE i.e. the Promoters abovenamed and

simultaneously they have executed a General Power of Attorney dated 2/11/2007 registered under Sr. No.TNN-4/09603 dated 2/11/2007 in favour of its partners with powers and authorities interalia to sell the said properties and execute conveyance thereof. Accordingly the Promoters are seized, possessed and sufficiently entitled for the said 1st & 2nd properties.

- iv. In further developers some of the heirs of the owner MR. CECIL DOMINIC GOMES (since deceased) through his heirs: (1) MR. CHRISWELL CECIL GOMES and (2) MR. BOSWELL CECIL GOMES by a Conveyance dated 22/10/2024 duly registered under Doc. No.TNN-2/28169 dated 22/10/2024, has sold, assigned and transferred their undivided share, rights, title and interests in the said 1st & 2nd properties and confirmed the rights and entitlements of the Promoters in the said properties.

3rd Property 66/109/2

- v. The pieces and parcels of lands property bearing Old Survey No.66, New Survey No.109, Hissa No.2, admeasuring 26.3 Guntha equivalent to 2630 Sq. Meters, all of Village GODDEV, Taluka & District Thane, lying being and situate at Bhayander (E), District Thane, Registration sub District at Thane, hereinafter referred to as “the said 3rd property”, which belonged to MR. CECIL ETTUR (DOMINIC) GOMES & OTHERS as owners of the said 3rd property and their names appear in the Rerecord of Rights.

- vi. The said owners MR. CECIL ETTUR (DOMINIC) GOMES & OTHERS had granted various powers and authorities interalia to sell the said 3rd property and execute conveyance thereof in favour of SHRI BABULAL JAGANNATH AGARWAL by a General Power of Attorney dated 6/09/1977.
- vii. The said Owners with SHRI BABULAL J. AGARWAL by an Agreement dated 29/03/2008 registered under Sr. No.TNN-4/02961/2008 dated 29/03/2008 agreed to sell, assign and transfer all their right title and interest in respect of development rights of the said 3rd property to M/s. GUJARAT ESTATE i.e. the Promoters and simultaneously they have executed a General Power of Attorney dated 29/03/2008 registered under Sr. No.TNN-4/02962/2008 dated 29/03/2008 in favour of its partners with powers and authorities interalia to sell the said 3rd property and execute conveyance thereof.
- viii. In further development M/s. Gujarat Estate had approached to the owners of the said 3rd property through Shri Babulal Jagannath Agarwal to execute conveyance in their favour in respect of the said property and accordingly the owners have agreed to execute the conveyance in favour of M/s. Gujarat Estate i.e. the Promoters and the conveyances executed by the owners for their respective share in respect of the said property is described hereunder;
- ix. That one of the co-owners MRS. PHYLLIES FRANCIS GOMES & OTHERS being the heirs of late Mr. Francis Itur Gomes by a Conveyance

dated 28/07/2011 registered under Doc. No.TNN-4/6123/2011 dated 29/07/2011, sold, assigned, transferred and conveyed their undivided 10% shares, rights, title and interests in respect of the said 3rd property to M/s. GUJARAT ESTATE i.e. the Promoters abovenamed for the consideration prices as mentioned therein.

- x. The co-owners MYERA JOSEPH PARREIRA & OTHERS being the heirs of late Mrs. Louisa Hazel Parreira by a Conveyance dated 30/01/2012 registered under Doc. No.TNN-4/724/2012 dated 31/01/2012, sold, assigned, transferred and conveyed their undivided 10% shares, rights, title and interests in respect of the said 3rd property to M/s. GUJARAT ESTATE i.e. the Promoters abovenamed for the consideration prices as mentioned therein.
- xi. Most of the co-owners MRS. CORA VICTOR SOARES being the heirs of late Mrs. Mathilda E. Soares and Mr. Cecil Itur (Domnic) Gomes and Mr. Douglas John Gomes & Others jointly by a Conveyance dated 02/01/2013 registered under Doc. No.TNN-7/15/2013, sold, assigned, transferred and conveyed their undivided 70% shares, rights, title and interests in respect of the said 3rd property to M/s. GUJARAT ESTATE i.e. the Promoters abovenamed for the consideration prices as mentioned therein.
- xii. That the remaining co-owners MRS. REBECCA JOSEPH GOMES & OTHERS being the heirs of late MR. JOSEPH PAUL GOMES by a Conveyance dated 05/03/2013 registered under Doc. No.TNN-7/1712/2013, sold, assigned,

transferred and conveyed their undivided 10% shares, rights, title and interests in respect of the said 3rd property to M/s. GUJARAT ESTATE i.e. the Promoters abovenamed for the consideration prices as mentioned therein.

- xiii. According to the conveyances executed by then owners to and in favour of M/s. Gujarat Estate in respect of the said 3rd property the said Promoters M/s. Gujarat Estate became owner of the said 3rd property and its name entered in the Land Records including the 7/12 extract of the said 3rd property as owner under Mutation Entry No.2054.
- xiv. In the manners aforesaid the Promoters M/s. Gujarat Estate is seized, possessed and/or well and sufficiently entitled for the said 1st, 2nd and 3rd property hereinafter collectively called as “the said property” as more particularly described in the **FIRST SCHEDULE** hereunder written.

SANCTIONS & APPROVALS:

- i. The said Promoters M/s. Gujarat Estate prepared a single layout of the said property and submitted the same to Mira Bhayander Municipal Corporation for sanctions and approvals and the Mira Bhayander Municipal Corporation had sanctioned plan and granted permissions and approvals to construct the buildings in respect of the said property and accordingly the various sanctions and approvals granted by the concerned authorities for development and construction of the buildings on the said property are described hereunder; (a) The Estate

Investment Co. Pvt. Ltd. (i) by a Deed of Release dated 14/09/2016 duly registered under Doc. No.TNN-4/4357/2016 dated 20/09/2016 and (ii) by a Deed of Release dated 23/03/2023 duly registered under Doc. No.TNN-4/4829/2023 in respect of the said 1st & 2nd property to and in favour of M/s. Gujarat Estate and (i) by a Deed of Release dated 14/09/2016 duly registered under Doc. No.TNN-4/4360/2016 dated 20/09/2016 and (ii) by a Deed of Release dated 23/03/2023 duly registered under Doc. No.TNN-4/4826/2023 executed The Estate Investment Co. Pvt. Ltd. in respect of the said 3rd property to and in favour of M/s. Gujarat Estate and thereby The Estate Investment Co. Pvt. Ltd. has released and relinquished all its rights and entitlement in respect of the said property in favour of the Promoter abovenamed. (b) The Mira Bhayander Municipal Corporation granted revised Commencement Certificate No.MNP/NR/2815/2022-2023 dated 21/10/2022 for development and construction of building as per the sanctioned plan by following the terms and conditions mentioned therein. The copies of the above mentioned orders, sanctions and approvals are attached herewith forming the part of Annexure. In case, the plan is revised in the course of development and construction of the said property the copy of valid Commencement Certificate shall be annexed herewith as Annexure and that the revised C.C. then obtained shall replace the C.C. mentioned herein.

- ii. In the manner as aforesaid, the M/s. GUJARAT ESTATE is also entitled to commence and carry on the development work upon the said property as more particularly described in the First Schedule hereunder written and construct the building/s as per plan sanctioned by the Mira Bhayander Municipal Corporation, and they are also entitled to all the benefits in respect of the said property and building/s constructed thereon and further entitled to sell the flats and other units to prospective buyers.
- iii. In the manner aforesaid the Promoters i.e. M/s. GUJARAT ESTATE are fully entitled to develop the said property and construct building/s thereon in accordance with the plans sanctioned by the Mira Bhayander Municipal Corporation. The Promoters have got approved from the concerned local authority the plans, the specifications, elevations, sections and details of the said building to be constructed on the said property.
- iv. Mira Bhayander Municipal Corporation have sanctioned and approved the plan and issued the C.C. (Commencement Certificate) for subject building being the Building No.1 being Part Ground + 4 Part Podium + 1 to 31st Floors to carrying out the construction in respect of the said property on the basis of the plan submitted by the Promoters and it is the further proposal of the Promoters to expand the construction by using TDR/Premium FSI and as per DC Rules and for that they will submit their plan for construction of additional floors in the said

building or more as may be sanctioned by utilizing the TDR/Premium FSI and in accordance therewith the Promoter shall apply for and obtain a revised C.C. from MBMC.

THE SAID BUILDING:

- v. In accordance with the plans sanctioned by the Mira Bhayander Municipal Corporation, the Promoters are developing the said property described in the First Schedule hereto and they are constructing thereon **Building No.1** in the project known as **“KASTURI VAN”**, consisting *inter alia* of Building No.1 being Part Ground + 4 Part Podium + 1 to 31st Floors upper floors now or more as may be sanctioned, hereinafter referred to as **“the said building”**.
- vi. The Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;
- vii. The Promoter is in possession of the project land.

FSI CONSUMED IN BUILDING:

- viii. The Promoter has proposed to construct the Building No.1 **on the part of Plot area Admeasuring 6854.70 Sq. Meters** ‘The Project’ (means the FSI admeasuring **29989.66** Sq. Meters (**Plinth area adm.1839.11 Sq. Meters as per P-Line**) (the area of FSI subject to revision from time to time as may be sanctioned) to be consumed for the construction of the **Building No.1** in the project known as **“KASTURI VAN”**, on the part of the said land.

THE SAID FLAT:

- ix. The Allottee is offered a FLAT bearing number _____, on the _____ floor, (herein after referred to as the said “**flat**”) in the **Building No.1** in the project known as “**KASTURI VAN**”, being constructed by the Promoter.
- x. The Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

MahaRERA Certificate:

- xi. The Promoter has registered the **Building No.1 on the part of Plot area Admeasuring 6854.70 Sq. Meters and the FSI Consumed 29989.66 Sq. Meters (Plinth area adm.1839.11 Sq. Meters as per P-Line)** in the project known as “**KASTURI VAN**”, under the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at MUMBAI No. **P51700025276**; authenticated copy is attached in **Annexure ‘F’**;
- xii. The Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.
- xiii. By virtue of above referred Development Agreement/Power of Attorney the Promoter has sole and exclusive right to sell the Flats 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 Flats to receive the sale consideration in respect thereof;

- xiv. On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects 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;
- xv. 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 and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Flats are constructed or are to be constructed have been annexed hereto and marked as **Annexure 'A' and 'B'**, respectively.
- xvi. The authenticated copies of the plans of the Layout as approved by the concerned Local Authority i.e. Mira Bhayander Municipal Corporation (MBMC) have been annexed hereto and marked as **Annexure C-1**.
- xvii. The authenticated copies of the plans of the 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 C-2**,

- xviii. The authenticated copies of the plans and specifications of the Flat agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as **Annexure D**.
- xix. The Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.
- xx. 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.
- xxi. The Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.
- xxii. The carpet area of the said Flat is _____ Square Meters being the total usable area of the said flat and "**CARPET AREA**" means the net usable floor area of a flat, excluding the area covered by the

external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the flat.

xxiii. 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;

xxiv. Prior to the execution of these presents the Allottee has paid to the Promoter, being part payment of the sale consideration of the flat, which is mentioned in further clauses of these presents and accordingly 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 has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

PROJECT FINANCE:

xxv. The Promoters have obtained the project finance for development and construction of the said **Building No.1** in the project known as **“KASTURI VAN”**, and accordingly executed a Deed of Mortgage dated 31/03/2025 and upon

the terms and conditions mentioned therein. The Purchaser is aware that the Promoter has availed of a loan/financial facility/assistance from M/s. Aditya Birla Home Finance Limited under an Indenture of Mortgage dated 31/03/2025, which is registered with the Joint Sub-registrar of Assurances at Thane-4 under serial no. 6987/2025 by mortgaging the said project. Under the terms of the said Indenture of Mortgage, the Aditya Birla Home Finance Limited has issued its no-objection and the copy whereof is annexed herewith. The Purchaser will make the payment into the designated project escrow account with HDFC Bank. The Purchaser has/have executed this Agreement after understanding as described above in all respects.

xxvi. U/s.13 of the said Act the Promoter is required to execute a written Agreement for sale of said Flat with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Flat/Plot) 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 No.1** in the project known as **“KASTURI VAN”**, on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Flat of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1.(a) (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Flat No. of RERA Carpet Area admeasuring Sq. Meters of useable area of the flat and Balcony area adm. Sq. Meters being the aggregate useable RERA Carpet area adm. Sq. Meters of the flat on floor in the **Building No.1** in the project known as **“KASTURI VAN”**, (hereinafter referred to as **“the Flat”**) as shown in the Floor plan thereof hereto annexed and marked **Annexures** for the consideration of Rs./- (Rupees Only) including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **Second Schedule** Annexed herewith.

(In case Allottee agrees to purchase the car parking/stilt/stack or podium car parking in that event only this Car Parking Clause and its consideration be applicable on the Allottee) The Allottee hereby agrees to purchase from the

Promoter and the Promoter hereby agrees to sell to the Allottee Car Parking bearing Nos____ admeasuring _____ sq. ft. having ft. length ____x breath ____ ft. vertical ____ ft and situated at Cover or stack and /or podium being constructed in the layout for the consideration of Rs._____-/-

(ii)The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Cover/Stack/Podium parking spaces bearing Nos admeasuring _____ sq. ft. having ft. length ____x breath ____ ft. vertical ____ ft e and situated atand/or stilt and /or podium being constructed in the layout for the consideration of Rs._____-/-.

(In case Allottee agrees to purchase the car parking/stilt/stack or podium in that event only this parking clause and its considerations shall be applicable on the Allottee)

Note: the Stack Parking/Mechanical Parking shall be is installed in the building are purchased and installed and affixed by the Third Party Vendor in the building premises and the Allottee herein is very well aware about the same and further the stack Car Parking system is subject to the normal wear and tear and is also susceptible to malfunctioning and it may require shut down for repairs and maintenance. The Allottee waives all claims, liabilities of any nature whatsoever against the Promoter or their successors in case he/she/it they experience any malfunctioning or shut down for any period for any reason

whatsoever. The Allottee is made informed that as per UDCPR some car parking spaces to be fitted with EV charging points. The Allottee agrees that in case EV fitted charging point car spaces is allotted to the allotted to the Allottee and the said Allottee shall be liable to pay the costs of the EV charging point for its vehicle. After knowing all the facts and circumstances the Allottees herein has agreed to purchase the said car parking from the Promoter.

1(b) The total aggregate consideration amount for the Flat/Shop/Commercial Premises including Cover Car Parkings/Stack parking spaces is thus Rs _____/-.

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs. ____ (Rupees only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs...../- (Rupees) and shall be deposited in RERA Designated Collection Bank Account, _____ Bank, Branch _____ having _____ IFS Code _____ situated at. In addition to the above bank account, The Promoters have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account

No. _____ and
respectively.

- i. Allottee hereby agrees to pay to that Promoter the
said balance amount in following manner:-

Sr. No.	Perticulars	%	Amount
1	On Agreement	10%	
2	On Completion Plinth	15%	
3	On Commencement of 2nd Slab	2%	
4	On Commencement of 4th Slab	2%	
5	On Commencement of 6th Slab	2%	
6	On Commencement of 8 th Slab	2%	
7	On Commencement of 10 th Slab	2%	
8	On Commencement of 12 th Slab	2%	
9	On Commencement of 14 th Slab	2%	
10	On Commencement of 16 th Slab	2%	
11	On Commencement of 18 th Slab	2%	
12	On Commencement of 20 th Slab	2%	
13	On Commencement of 22nd Slab	2%	

14	On Commencement of 24 th Slab	2%	
15	On Commencement of 26 th Slab	2%	
16	On Commencement of 28 th Slab	2%	
17	On Commencement of 30 th Slab	2%	
18	On Commencement of 32 nd th Slab	2%	
19	On Commencement of 34 th Slab	2%	
20	On Commencement of 36 nd th Slab	2%	
21	On Commencement of Walls and Plaster work.	5%	
22	On Commencement of Tilling and Plumbing Works.	5%	
23	On Commencement Lifts and Fire Works.	5%	
24	On Commencement of Sliding and Electric Fitting.	5%	
25	Commencement of Painting, and Doors Fitting.	4%	
26	On Possession.	5%	
	Total	100%	

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST, Local Tax, Property Tax, Municipal Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the

construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Flat/Shop/Commercial Premises /Plot].

(All additional taxes applicable above the consideration prices shall be payable by the Allottees from time to time to the Promoters and/or as demanded by the Promoters)

(In case the Allottees may default in any of the payment of considerations and other charges mentioned in the Agreement in that case the Promoter shall have priority to hold the said premises and dispose of the same in the manner as the Promoter may deem fit and proper)

Note: In case the Allottee is NRI it shall be the sole responsibility of the Allottee to follow the necessary RBI guidelines and the Promoter shall not be held responsible for any defect in compliance of the said norms. It shall be the sole obligation of the said NRI Allottee to comply to the norms of the Government or RBI as amended from time to time.

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation

published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1(f) The 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 OF 3% AS PER RERA then Promoter shall refund the excess money paid by Allottee within forty-five (45) 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.

1(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.

Note: Each of the instalments mentioned in the payment schedule mentioned hereinabove shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building /wing. It is agreed that in case the payment of the consideration is not made to the Promoters as per the time schedule as mentioned hereinabove in that case the Promoters shall be entitled to terminate this Agreement with immediate effect.

2.1 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 Flat/Shop/Commercial Premises to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat/Shop/Commercial Premises.

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Flat/Shop/Commercial Premises /Plot] to the Allottee and the common areas to the association of the Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the 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 1

(c) herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land as depicted on the Commencement Certificate issued from time to time by MBMC is attached herewith as Annexure 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 which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Flat/Shop/Commercial Premises based on the proposed construction and sale of Flat/Shop/Commercial Premises s to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4.1If the Promoter fails to abide by the time schedule for completing the project and handing over the [Flat/Shop/Commercial Premises /Plot] to the Allottee, the Promoter agrees to pay to the Allottee,

who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, **(SBI LENDING RATE + 2%)** on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter. Without prejudice to the right of Promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three (3) defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

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

period, promoter shall be entitled to terminate this Agreement.

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 thirty days of the termination, the instalments of sale consideration of the Flat/Shop/Commercial Premises which may till then have been paid by the Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Flat/Shop/Commercial Premises as are set out in **Annexure 'E'**, annexed hereto.
6. The Promoter shall give possession of the Flat/Shop/Commercial Premises to the Allottee on or before _____ **or extended at MahaRERA from time to time.** If the Promoter fails or neglects to give possession of the Flat/Shop/Commercial Premises to the Allottee on account of reasons beyond his control OR FORCE MAJEUR and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Flat/Shop/Commercial Premises with interest at the same rate as may

mentioned in the Clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Flat/Shop/Commercial Premises on the aforesaid date, if the completion of building in which the Flat/Shop/Commercial Premises is to be situated is delayed on account of -

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

7.1 PROCEDURE FOR TAKING POSSESSION – The Promoter, upon obtaining the occupancy certificate from the competent authority and all the outstanding payment made by the Allottee as per the agreement, shall offer in writing the possession of the Flat, to the Allottee in terms of this Agreement to be taken by the Allottee within 15 DAYS from the date of issue of such notice and the Promoter shall give possession of the Flat to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in

writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee shall take possession of the Flat within 15 DAYS of the written notice from the Promoter to the Allottee intimating that the said Flats are ready for use and occupancy: Within 15 DAYS of the date mentioned in the Possession Notice or from the date the actual possession of the said Premises is taken by the Allottee/s, whichever is earlier, the Allottee/s shall be liable to bear and pay his/her/its/their proportionate share, i.e., in proportion to the Final Carpet Area of the said Premises, of outgoings in respect of the Real Estate Project and the Larger Land including interalia, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the MBMC or other competent authority or other concerned local authority and/or Government water charges, water tanker charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and advance maintenance of the Real Estate Project and/or the Larger Land. Until the Society is formed and the Society Transfer is duly executed and registered, the Allottee/s shall pay to the Promoter such proportionate share of advance outgoings as may be determined by the Promoter at its sole discretion.

7.3 The Allottee shall take possession of the Flat/Shop/Commercial Premises within 15 days of the written notice from the promoter to the Allottee

intimating that the said Flat/Shop/Commercial Premises are ready for use and occupancy:

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

Post receipt of the Possession Notice, the Allottee/s may undertake any fit out activities in the said Premises at his/her/its/their sole cost, expense and risk, after obtaining all the requisite approvals and permissions from the competent authorities and in accordance with the Fit-Out Guidelines(which shall be prepared by the Promoter which will be provided to the Allottee/s at the time of handing over possession of the said Premises) and after depositing amount which shall be decided by the Promoter at the time of handover of the fit-out possession and that deposited amount shall be an Interest Free Building Protection Deposit to secure compliance with the Fit Out Guidelines. This deposit will be refunded without interest one month after the successful completion of joint inspection of the Premises Fit Out in accordance

with the Fit-Out Guidelines. The Allottee/s is/are aware that the said refund shall be subject to deduction of amounts towards damages, if any, to the Real Estate Project and its common areas etc., and/or any neighbouring flats/premises in the Real Estate Project and/or the equipment's installed therein and subject to the debris being completely removed from the Real Estate Project and / or the Larger Development and shall be without prejudice to other rights and remedies which the Promoter is entitled to.

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

8. The Allottee shall use the Flat/Shop/Commercial Premises or any part thereof or permit the same to be used only for purpose of *residence/office/show-room/shop for carrying on business as permitted in law. Allottee shall use the Car Parking or parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other allottee(s) of Flat/Shop/Commercial Premises 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 maybe, or any other Competent Authority.

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

9.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Flat is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution mentioned in the respective cost sheet and agreed by the buyers at the time of booking is attached herewith as Annexure towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a

conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

10. The Allottee shall pay all the unaccountable deposit/charges as per the Annexures attached herewith to the Promoters on or before delivery of possession of the said premises mentioned in the Table below;

Perticulars	Amount(Rs.)
Accountable	
1)Share Money	
2)Maintenance Charges @ Rs. 5 per Sq.Ft per month X 24 Months	
Non Accountable	
Development / Infra Charges	
Society Formation and Legal Charges	
Total	

**GST payable on the above shall be additional.

11. 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.

12. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee 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 litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The 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 [Flat/Shop/Commercial Premises /Plot] 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 [Flat/Shop/Commercial Premises /Plot] to the Allottee in the manner contemplated in this Agreement;

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

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

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

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

i. To maintain the Flat/Shop/Commercial Premises at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Flat/Shop/Commercial Premises is taken and shall

not do or suffer to be done anything in or to the building in which the Flat/Shop/Commercial Premises is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat/Shop/Commercial Premises is situated and the Flat/Shop/Commercial Premises itself or any part thereof without the consent of the local authorities, if required.

- ii. Not to store in the Flat/Shop/Commercial Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat/Shop/Commercial Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat/Shop/Commercial Premises is situated, including entrances of the building in which the Flat/Shop/Commercial Premises is situated and in case any damage is caused to the building in which the Flat/Shop/Commercial Premises is situated or the

Flat/Shop/Commercial Premises on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- iii. To carry out at his own cost all internal repairs to the said Flat/Shop/Commercial Premises and

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

- iv. Not to demolish or cause to be demolished the Flat/Shop/Commercial Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat/Shop/Commercial Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat/Shop/Commercial Premises is situated and shall keep the portion, sewers, drains and pipes in the Flat/Shop/Commercial Premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat/Shop/Commercial Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat/Shop/Commercial Premises 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 Flat/Shop/Commercial Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat/Shop/Commercial Premises in the compound or any portion of the project land and the building in which the Flat/Shop/Commercial Premises 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 Flat/Shop/Commercial Premises is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat/Shop/Commercial Premises by the Allottee for any purposes other than for purpose for which it is sold.
- ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat/Shop/Commercial Premises until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

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

14. 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 Cooperative 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.

14A. In case the transaction being executed by this agreement between the Promoter and the allottee is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration/fees/charges for services/commission/brokerage to the said Registered Real Estate Agent, shall be paid by the Promoter/Allottee/both, as the case may be, in accordance with the agreed terms of payment.

15. The Promoter shall have the exclusive right to control advertising and signage, hoarding, and all other forms of signage whatsoever within the Real Estate Project. The Promoter shall be entitled to place, select, decide the sites and put hoarding/boards of their Logo and/or Brand Name or any other Logo and/or Brand name as decided by the Promoter from time to time, in perpetuity in the form of Neon Signs, MS Letters, and

Vinyl & Sun Boards or any other form on the Real Estate Project and on the façade, terrace, compound wall or other part of the Real Estate Project and all revenues arising from the same. The Promoter or its nominee shall have right of ingress and egress to such signboards at all the times for the purposes of repairs and maintenance and the Allottee/s or the Society of the purchasers in the Real Estate Project shall not directly or indirectly obstruct the same. The Promoter shall not be liable to pay any fees, charges or moneys for the same to the Society.

16. The Promoter would be entitled to aggregate any contiguous land parcel with the development of the Larger Land, as provided under the Provision to Rule 4(4) of the RERA Rules. In the event of amalgamation of the said Land and/or the Larger Land with adjoining Land parcels, the Larger Land Amenities and facilities comprised in the Project including access roads shall be used by the flat/unit purchasers of the buildings constructed on the adjoining plots also.

A) Without prejudice to allottee/s right to sell his unit above, in the event the Allottee/s intend(s) to sell, transfer, lease, license, assign and/or deal with or dispose of the said Premises and/or the Allottee/s' benefit/s under this Agreement then the Promoter shall be entitled to a right of first refusal to the said Premises as well as the Allottee/s' right(s), title and interest under this Agreement ("ROFR"), which shall be exercised in the following manner:

B) The Allottee/s shall address a letter ("Offer Letter") to the Promoter stating therein (i) the name and address of the proposed transferee (ii) the proposed sale price (hereinafter referred to as "Offer Price"), including the

proposed amount and consideration and terms and conditions offered by such proposed transferee, (iii) the date of consummation of the proposed sale, (iv) a representation that the proposed transferee has been informed of the terms of this Agreement and in particular, the terms embodied into this clause.

C) In the event the Promoter wishes to exercise the ROFR upon the said Premises, the Promoter shall, at its sole option, be entitled to purchase the said Premises under the Offer Letter at the Offer Price, in which case, the Promoter shall address a letter to the Allottee/s within a period of 20 (twenty) days from the date of the receipt of the Offer Letter ("Notice Period") informing the Allottee/s of the Promoter's intention to purchase/acquire the said Premises ("Acceptance Letter"), and till the receipt of the Acceptance Letter or the completion of 20 days, whichever is later, the Allottee/s shall not proceed with the sale/transfer of the said Premises. Upon issuance of the Acceptance Letter, the Allottee/s shall be bound to sell and/or transfer the said Premises to the Promoter or such persons/entities nominated by the Promoter at the Offer Price. In case of the Promoter's failure to issue the acceptance letter within the said period of 20 (twenty) days, the Allottee/s shall be free to sell, transfer, lease, license, assign and/or deal with or dispose of the said Premises to the proposed transferee on the same terms and conditions as were offered by the Allottee/s to the Promoter in the Offer Letter and upon compliance of following conditions of the Promoter.

D) The Promoter consenting to the said transfer by issuing a no objection certificate to the Allottee/s; the Allottee/s making a due or full and final payment of the

Sale Consideration and all other amounts, including taxes and other charges, payable by the Allottee/s to the Promoter under this Agreement. Allottee agrees to pay Promoter charges decided by the promoter to facilitate the said unit transfer process cost and issue of NOC.

E) In the event the proposed sale of the said premises to the proposed transferee is not completed in the form of registration of the Agreement within 60 (sixty) days from the receipt of the NOC or if the Agreement Value differs from the Offer Price, then the NOC shall deemed to have expired / become invalid, the right of the Allottee/s to sell/transfer the said Premises shall lapse and the rights of the Promoter in respect of the said Premises shall stand automatically reinstated and the provisions of the Clause No. 24 above shall once again apply to the Allottee/s for any subsequent proposed sale of the said Premises or to initiate a new transfer.

F) It is expressly agreed that the ROFR is a covenant running with the said Premises and hence will continue with the new purchaser of the said Premises, and the Allottee/s undertake/s to expressly include the same vide a specific term in the new agreement for sale between the Allottee/s and the proposed transferee.

18. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat/Shop/Commercial Premises s or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Flat/Shop/Commercial Premises 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.

19.PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement the Promoter shall not mortgage or create a charge on the [Flat/Shop/Commercial Premises] 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 [Flat/Shop/Commercial Premises].

20.BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or

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

21. ENTIRE AGREEMENT

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

22. RIGHT TO AMEND

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE TO

ALLOTTEE/ SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in

respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the

[Flat/Shop/Commercial Premises], in case of a transfer, as the said obligations go along with the [Flat/Shop/Commercial Premises] for all intents and purposes.

24. SEVERABILITY

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

25. METHOD OF CALCULATION OF PROPORTIONATE SHARE

WHEREVER REFERRED TO IN THE AGREEMENT

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

26.FURTHER ASSURANCES

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

27.PLACE OF EXECUTION

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, after the Agreement is duly executed by the Allottee 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 Bhayander.

28.The Allottee 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.

29. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee 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: _____

(Allottee's Address): _____

Notified Email ID: _____

Contact No. _____

M/s Promoter name: **M/s. GUJARAT ESTATE**

(Promoter Address) : _____

Notified Email ID: _____

It shall be the duty of the Allottee and the promoter to inform 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.

30. JOINT ALLOTTEES

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.

31. Stamp Duty and Registration :- The charges towards stamp duty and Registration of this Agreement shall be borne by the Aallottee.

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

33. GOVERNING LAW

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

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT the pieces and parcels of the **Building No.1 on the part of Plot area Admeasuring 6854.70 Sq. Meters and the FSI Consumed 29989.66 Sq. Meters (Plinth area adm.1839.11 Sq. Meters as per P-Line)** out of and forming the part of the properties described in Table Below;

Property	Old Survey No.	New Survey No.	Hissa No.	Land area in Sq. Meters
1 st	63	108	1	3440
2 nd	66	109	1	5600
3 rd	66	109	2	2630

All of Revenue Village GODDEO, Taluka & District Thane, lying, being and situate at Bhayander (E), within

the limits of Mira-Bhayander Municipal Corporation, Registration Sub-District of Thane and bounded as follows:

- On or towards the East: By Survey No.
- On or towards the West: By Survey No.
- On or towards the North: By Survey No.
- On or towards the South: By Survey No.

THE SECOND SCHEDULE ABOVE REFERRED TO:

A FLAT No. _____, RERA Carpet Area admeasuring Sq. Meters of useable area of the flat and Balcony area adm. _____ Sq. Meters being the aggregate useable RERA Carpet area adm. _____ Sq. Meters area on the _____ floor in the **Building No.1** in the project known as **“KASTURI VAN”**, to be constructed in the layout of the properties described in the first schedule hereinabove written.

Here set out the nature, extentand description of common areas and facilities.

A.) Description of the common areas provided:

	Type of commonareasprov ided	ProposedDate ofOccupancyCe rtificate	Proposed Date ofhando verforus e	Size/areaofth ecommonare as provided
i.	Entrance Lobby			29.14 Sq.Mt.

ii.	Meter Room			24.66 Sq.Mt.
iii.	Driver's Room			44.88 Sq.Mt.
iv.	Refuge Area			98.50 Sq.Mt. (Each Refuge Area)
v.	Fitness Center			56.74 Sq.Mt.

B.) Facilities/ amenities provided/to be provided within the building including in the common area of the building:

	Type of facilities/ amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/ common organization	Size/area of the facilities/ amenities	FSI Utilized or free of FSI
i.	Recreational Area				588.15 Sq.Mt.	

C.)Facilities/amenitiesprovided/tobeprovided within the Layoutand/orcommonareaofthe Layout:

	Typeoff acilitie s /ameni ties provid ed	Phas enam e/nu mber	Proposed DateofOcc upancyCer tificate	ProposedDate ofhandingover totheSociety/ common organizat ion	Size/area ofthefacili ties/ame nities	FSI Utilized orfreeof FSI
i.	Nil				Nil	

D.)Thesizeandthelocationofthefacilities/ amenities informofopen spaces(RG/PGetc.)provided/tobeprovidedwithintheplot and/orwithinthelayout.

	Typeofope nspaces(R G/PG)tobe provided	Phase name/ numbe r	Sizeopenspac estobeprovi ded	Proposed Date ofavailability foruse	Proposed Date ofhandin g overt to thecomm on organizatio n
i.	R.G. (Podium)		466.18 Sq. Mtrs.		

E.)Detailsandspecificationsofthe lifts:

	TypeLift(passenger/service/stretcher/goods/fire evacuation/any other	Total no. of Liftsprovi ded	Number of passenger orcarryingcapacityi n weight(kg)	Speed (mtr/s ec)
i.	Commercial Lift	3 Nos.	18 Person	
ii.	Passenger Lift	4 Nos.	45 Person	
iii.	Stretcher Lift	1 Nos.	15 Person	
iv.	Fire Lift	1 Nos.	10 Persons	

IN WITNESS WHEREOF the parties hereto have hereunto set subscribed their respective hands and seals the days and year first herein above written.

SIGNED, SEALED & DELIVERED)

By the within named “PROMOTER/S”)

M/s. GUJARAT ESTATE)

in the presence of WITNESSES:)

1. Name
Signature _____
2. Name
Signature _____

SIGNED, SEALED & DELIVERED)

By the within named “ALLOTTEE/S”)

- _____)
- _____)
- _____)
- _____)

in the presence of WITNESSES:)

1. Name

Signature _____

2. Name

Signature _____

RECEIPT

RECEIVED the day AND year first hereinabove)
Written from the withinnamed Allottee/S)
a sum of RS. _____/-(Rupees _____)
_____Only)
as part payment towards the purchase of flat)
as within mentioned to be paid by him/her to us)
by Cash/Cheque No. _____)
Dated_____ Drawn on the _____)
_____.)

WE SAY RECEIVED

RS. _____/-

PARTNER

For M/s. GUJARAT ESTATE

Witnesses:

1.

2.