

## **AGREEMENT FOR SALE**

THIS AGREEMENT made at Mumbai this \_\_\_\_ day of \_\_\_\_\_, 2017 BETWEEN **RUSHI REALTY (INDIA) PRIVATE LIMITED**, a private limited company incorporated under the provisions of Indian Companies Act, 1956 (I of 1956) having its registered office at Patel House, 1<sup>st</sup> Floor, M. G. Road, Vile Parle (East), Mumbai - 400057, hereinafter referred to as the “**PROMOTER**” (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include the said firm, the survivors or survivor of them, the heirs, executors, administrators and assigns of the last such survivor) of the ONE PART

## **AND**

**Mr./Mrs.** \_\_\_\_\_ having their address for the purpose of these presents at \_\_\_\_\_,

hereinafter referred to as the “**ALLOTTEE**” (which expression shall unless it be repugnant to the context or meaning thereof shall in case of individuals mean and include his/her/their respective heirs, executors, administrators, successors and assigns and in case of partnership firm the partner or partners for the time being and from time to time constituting the said firm and survivors or survivor of them and the heirs, executors and administrators and assigns of last surviving partner and in case of incorporated bodies, its permitted successors and assigns) of the OTHER PART. (The expression "Allottee" hereinafter shall be deemed to mean and include the singular and the plural thereof)

## **WHEREAS: -**

- A. One Moreshwar Wamanrao Velkar and Sulochna Pandurang Velkar were declared as Owners in respect of the land bearing C.T.S. Nos. 7, 8, 8/1, 9, 10, 10/1 to 6, 13, 14, 14/1 and 2, 15 and 15/1 of Village Kanheri and CTS No. 2770 situate, lying and being at Village Eksar, Taluka Borivali corresponding to Final Plot No.7B of T.P. Scheme No. II of Borivali (East) admeasuring about 6430.87 sq. meters (including area of 148.12 sq. meters of Road Set Back) and additional area of 426.13 sq. meters (being difference in area of O.P. 6857 sq. meters and F.P. 6430.87 sq. meters) as per City Survey Records 7586.80 sq. meters or thereabout (herein referred to as the “**Said Property**”) as per the Final Award dated 7<sup>th</sup> July 1978 passed by the Ld. Arbitrator while finalizing the First Variation to the Town Planning Scheme of Borivali under the provisions of the Maharashtra Regional Town Panning Act, 1966 and as per the Redistribution and Valuation Statement. The said Final Award was submitted to the State Government and submitted to the State Government on 15<sup>th</sup> April 1983 for final sanction on 15<sup>th</sup> April 1983 and vide Notification dated 7<sup>th</sup> March 1996 the State Government implemented the Final Scheme with effect from 15<sup>th</sup> April 1996;
- B. There arose certain disputes and differences in respect of the various properties belonging to Velkars including the said property, which resulted into filing of Suit being Suit No. 42 of 1972 before the Hon’ble High Court

at Bombay between Shreepad Moreshwar Velkar on one side as Plaintiff and Sarla S. Zaoba and Ors., on other side as Defendants for entitlement and share in the various properties mentioned therein. The Suit was finally settled in terms of the Consent Terms and the Consent Decree dated 27<sup>th</sup> June 1978 was issued and in terms thereof the said property was finally put to auction by the Court Commissioner by way of private treaty;

- C. At such auction "National Exports" being the highest bidders, were declared as the successful Allottees of the said property by the Court Commissioner and accepted its offer, subject however to the final confirmation by the Hon'ble High Court. The said "National Exports" paid the entire consideration amount including sum of Rs. 98,000/- towards the Stamp Duty. The Court Commissioner thereafter issued Certificate dated 5<sup>th</sup> August 1981 under Rule 560 of the High Court Rules (O.S.) showing the result of the sale of the said property and the Hon'ble Court vide Judge's Order dated 24<sup>th</sup> September 1981 confirmed the sale in favour of the said "National Exports";
- D. By Agreement for Sale dated 4<sup>th</sup> January, 1982 executed between National Exports therein referred to as "the Vendors" and M/s. Parag Construction therein referred to as "the Allottees", the said National Exports agreed to sell, transfer and convey the said property to M/s. Parag Construction at or for the consideration and on terms and conditions recorded therein with further obligation on National Exports that they will get the names of M/s. Parag Constructions substituted as the Allottees in place and stead of National Exports. M/s. Parag Constructions paid the entire purchase price to National Exports and nothing remains due and payable to them. In terms of the obligation under the Agreement, the said National Exports and M/s. Parag Construction preferred a joint application in Suit No.42 of 1972 to declare the M/s. Parag Constriction as the Allottees of the said property and accordingly by an Order dated 10<sup>th</sup> October, 1982 the name of M/s. Parag Construction was substituted as the Allottees in place of National Exports;
- E. M/s. Parag Construction thus in terms of the Agreement dated 4<sup>th</sup> January 1982 read with Confirmation Order dated 10<sup>th</sup> October, 1982 referred above became the owner of and as such sized and possessed of and otherwise well and sufficiently entitled to the entire property bearing C.T.S. Nos. 7, 8, 8/1, 9, 10, 10/1 to 6, 13, 14, 14/1 and 2, 15 and 15/1 of Village Kanheri and CTS No. 2770 situate, lying and being at Village Eksar, Taluka Borivali corresponding to Final Plot No.7B of T.P. Scheme No. II of Borivali (East) admeasuring about 6430.87 sq. meters (including area of 148.12 sq. meters of Road Set Back) and additional area of 426.13 sq. meters (being difference in area of O.P. 6857 sq. meters and F.P. 6430.87 sq. meters) as per City Survey Records 7586.80 sq. meters or thereabout (herein referred to as the **"said property"**) more particularly described in the **FIRST SCHEDULE** hereunder written;
- F. The Municipal Corporation under the D.P. Scheme had reserved and shown affected a portion of said property admeasuring 3,300 sq.mts. or there about

as Best Bus Reservation, which was later on challenged by the Occupants viz., 1(a) Damji Popatlal, 1(b) Purshottam Popatlal, 1(c) Narayan Popatlal, 1(d) Sulochna Damji Popatlal, 1(e) Saraswati Purshottam and 1(f) Rajan Narain hereinafter referred to as “Damji Popatlal Group” 2(a) Hiralal Khimji Patel, 2(b) H. K. Patel (HUF), 2(c) Girish Devji Patel, 2(d) Rambai Devji Patel hereinafter referred to as “Hiralal Group” and 3(a) Ramniklal Mohanlal, 3(b) Gangaram Mohanlal and 3(c) Gangabai Mohanlal hereinafter referred to as “Ramniklal Group” before the Hon’ble High Court and the said challenge being successful, the Hon’ble High Court by its Order dated 17<sup>th</sup> March 1978 was pleased to observe that the reservation was wrongly imposed. Being aggrieved by the said Order passed by the Hon’ble High Court, the MCGM approached the Hon’ble Supreme Court by filing a Civil Appeal bearing Nos. 5623 of 1985, 5624 of 1985 and 5625 of 1985 and Owners were impleaded as party Respondents in the said proceedings;

- G. During the pendency of the above mentioned Civil Appeals before the Hon’ble Supreme Court of India, negotiations took place between BEST, M/s. Parag Constructions and Occupants named above and arrangement was worked out where under it was agreed that the M/s. Parag Constructions will recognize above named Occupants as their tenant/lessees in respect of the portion of the said property in their possession and simultaneously the said Occupants agreed to recognize M/s. Parag Construction as the Owners to execute the work of development i.e. Constructions of the BEST Bus Station and the office building for BEST and commercial building and for that purpose the Occupants had agreed to surrender certain part/portion of the said property in their use and possession. That the aforesaid settlement arrived at between the parties was recorded in form of Consent Terms dated 19<sup>th</sup> August 1991 filed before the Hon’ble Supreme Court. Thereafter further settlement was arrived at between the parties as recorded in Consent Terms dated 11th December 2011 and Modified Consent Terms dated 23rd October 2002;
- H. In terms of the understanding arrived at between M/s. Parag Construction and the Occupants, the said M/s. Parag Constructions executed **THREE** registered Leases all dated 17<sup>th</sup> May, 1991 duly registered with the Office of the Sub-Registrar of Assurances-Mumbai under Serial Nos. (a) P-3922/91, (b) P-3918/91 and (c) P-3926/91 all dated 19<sup>th</sup> August, 1996 whereby the respective areas claimed to be in their use, occupation and possession were given on lease to the said Occupants viz., (a) Hiralal Patel and Others, (b) Ramniklal Patel and Others and (C) Damji Popatlal and Others and the said Occupants in turn authorized and empowered the said M/s. Parag Constructions to carry out the phase wise development of the said property as specifically recorded therein including construction of B.E.S.T bus Station, the Office building for B.E.S.T and the Commercial building as set out and recorded therein and for that purpose M/s. Parag Construction has agreed to provide and make available to the Lessees (Occupants) Permanent alternate accommodation as provided therein. The said M/s. Parag Construction has entered into the Development Agreement dated. 05-05-2001, 25-05-2001 and 12-12-2001 with the Promoters herein

to develop the said entire property and pursuant to the said Development Agreement the Promoters and the said Occupants have already entered in to individual Agreement for providing Permanent Alternate Accommodation in respect of the proposed premises to be allotted to them (Occupants) and in terms of the undertaking given before the Hon'ble Supreme Court, the said Occupants have already shifted to the transit accommodation and have agreed to shift to the permanent alternate accommodation in phase wise manner as provided in the said Agreements for Permanent Alternate Accommodation;

- I. The name of the firm of "M/S. PARAG CONSTRUCTION" has been changed to "M/S. DUBE CONSTRUCTION COMPANY" by the partners of the said firm, with effect from 1<sup>st</sup> July 2002 with necessary intimation thereof to the Registrar of the Firms, Mumbai. The Entry to that effect, recording the change, has been duly passed and recorded by the Registrar of Firms Mumbai on 29<sup>th</sup> November 2002. The reference to M/s. Parag Constructions hereinafter mean and be deemed to be made to M/s. Dube Construction Company;
  
- J. By an Order dated 8<sup>th</sup> September 2008 passed in the Interim Application Nos. 31, 32 and 33 filed by M/s. Parag Construction in the aforesaid Civil Appeal bearing Nos. 5623 of 1985, 5624 of 1985 and 5625 of 1985, the Hon'ble Supreme Court was pleased to direct the Municipal Corporation to grant further Commencement Certificate to M/s. Parag Construction and further specifically directed BEST undertaking to take possession of the Administrative building without further delay. That as per the Commencement Certificate bearing Ref. No. CHE/8551/ BP (WS)/ AR dated 3<sup>rd</sup> September 1999 and CHE/8551/ BP (WS)/ AR dated 4<sup>th</sup> September 1999, M/s. Parag Construction have carried out and completed the construction of the Administrative Building and the same is handed over the B.E.S.T. Authorities. Further, M/s. Parag Constructions are under obligation and responsibility as per the Modified Consent Terms dated 23<sup>rd</sup> October 2002 to provide and make available to BEST Authorities requisite BUS Parking Spaces in terms thereof and to construct and handover the same to the BEST Authorities as per the approved plans, which plans are already shown to the Allottee;
  
- K. One of the portion of the said property bearing C.T.S. No. 15 and 15/1 admeasuring 743 square meters is at present in use occupation and possession of one of the occupants thereon and in respect of the said portion the Promoter have represented to the Allottees that upon the said portion of said property being available, the Promoter will be carrying out construction thereon by constructing separate and independent building or in alternative load the entire F.S.I., T.D.R. and fungible F.S.I. that will be generated in respect of the said portion on the proposed building to be constructed on the said property. If additional building is so constructed, the Promoter will be fully entitled to either form a separate and independent

society or organization in respect of such separate building and treat that as separate building/Wing of the proposed building as the case may be, in which event, all the amenities shall be treated as common amenities between the two buildings.

- L. By and under the Development Agreement executed between the said M/s. Parag Construction (now known as M/s. Dube Construction Company) and Rushi Realty (India) Pvt. Ltd., the Owners therein granted and assigned unto and to the use and benefit and enjoyment of the Promoter the entire F.S.I. in respect of the said entire property, F.S.I. that may be available as and by way of loading of T.D.R. F.S.I. present as well as future by treating the said property as recipient plot, the F.S.I. that will be generated upon developing and handing over the reservation of B.E.S.T. and its amenities, Fungible F.S.I., set-back F.S.I. and any F.S.I. that may be permissible and available as per building rules and regulations to the maximum extent permissible for consideration and on terms and conditions recorded therein with obligation upon the Promoter to comply and discharge the obligations as agreed under the Modified Consent Terms dated 23<sup>rd</sup> October 2002;
- M. The Municipal Corporation has approved the final plan in respect of the proposed building, which has been sanctioned under Ref. No. CHE-8551/BP (WS)/AR dated 26<sup>th</sup> March 2013 and in terms thereof the construction of the proposed building is approved of Ground + 1<sup>st</sup> Floor Commercial units/premises/complex and 2<sup>nd</sup> Floor to 4<sup>th</sup> Floor as Podium Level Car Parking and 5<sup>th</sup> Floor to 20<sup>th</sup> Floors as Residential flats/units/premises. Since further FSI is likely to be sanctioned in respect of the said property or part thereof including the FSI component in respect of the portion bearing C.T.S. No. 15 and 15/1 admeasuring 743 square meters referred above, the Promoter have already represented to the Allottees that the Promoter are proposing to carry out the further construction of additional floors over and above sanctioned floors as may be approved and permissible by the Municipal Corporation and other concerned authorities;
- N. The Promoter hereby declares that the Floor Space Index available as on date 24/07/2017 in respect of the project land is 15,585.47 square meters only and Promoter has planned to utilize Floor Space Index of 4,383.40 square meters by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI or Fungible 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 19,968.87 square meters as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments 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.
- O. The Municipal Corporation in terms of the sanctioned plans have already issued Commencement Certificate bearing Ref. No.

CHE/8551/BP(WS)/AR dated 26<sup>th</sup> March 2013 in respect of proposed building up to plinth level. A copy of the Commencement Certificate is hereto annexed as **ANNEXURE-I** hereto;

- P. The Title of the Owners to the said property is clear and marketable as certified in the Certificate of Title dated 11<sup>th</sup> November, 2013 issued by D. M. Legal Associates, Advocates and Solicitor. A copy of the Title Certificate issued by the Advocate is hereto annexed and marked as **ANNEXURE-II**. The Property card extracts in respect of the said property are annexed and marked as **ANNEXURE-III** hereto;
- Q. The Promoter have appointed M/S. TEEARCH, Architects registered with the Council of Architects and have also appointed Mr. Navin Shah as the Structural Engineer for the preparation of the structural design and drawings of the building and accepted the professional supervision of the Architect and the Structural Engineer till the completion of building/buildings. The Promoter have through their Architect and consultants got approved from the concerned local authority plans, specifications, sanctions and details of the said building;
- R. The Promoter have prior to the execution of these presents represented to the Allottee that the Promoter shall be developing the said property by constructing thereon building known as **“SHASHWAT RESIDENCY”** (hereinafter referred to as the **“said Building”**) comprising of Ground + 1<sup>st</sup> Floor Commercial units/premises/complex, 2<sup>nd</sup> Floor to 4<sup>th</sup> Floor as Podium Level Car Parking and 5<sup>th</sup> Floor to 20<sup>th</sup> Floors or, if sanctioned & approved upper additional floors by consuming the entire FSI that may be generated / available in future pursuant to the changes and amendments to DC Rules from time to time in respect of the said property as Residential flats/units/premises as per the approved plans, permissions and sanctions granted by Municipal Corporation of Greater Mumbai and other authorities and the Promoter shall be selling the flats, shops, units, premises and/or any other premises/spaces\_(all of which hereinafter for the sake of brevity referred to as **“said Flat/Shop”** and reference to **“Allottee”** in this Agreement means Allottee of such flats/shops and/or any other premises/spaces in the said Building) on the terms and conditions appearing hereafter or such other terms as may be thought fit and proper by the Promoter. Further, the Promoter are also entitled to carry out construction of additional floors on proposed building, Wing or Building in respect of the property bearing CTS No. 15 and 15/1 referred above;
- S. While sanctioning the plans for the said building the concerned local authorities and/or government have laid down/may lay down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter as may be applicable while constructing the said building and upon due observance and performance of which only the Occupation Certificate in respect of the said building shall be granted by the concerned local authority;

- T. The Promoter are fully authorized to utilize, consume and exploit the plot potential of the entire said property i.e. F.S.I. as may be permissible according to building rules and regulations and the F.S.I. which will be generated and available pursuant to the changes and the amendments to the DC Rules for that purpose the Promoter for the development of the said property is absolutely entitled to alter and/or amend the plans and specifications in the manner as may be approved by the concerned authorities;
- U. The Allottee hereby agree to purchase and the Promoter hereby have agreed to sell to the Allottee/s Flat/Shop No. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq.ft. of Carpet Area (net usable floor area, excluding the area covered by the external walls, areas under services shafts, exclusive balcony/verandah/open terrace area appurtanat to the said flat for exclusive use of the Allottee/s BUT inclusive the area covered by the internal partition walls of flat)\_on the \_\_\_\_ Floor in "\_\_\_\_" wing (hereinafter referred to as **“the said flat/Shop”**) and more particularly described in the **SECOND SCHEDULE** hereunder written of the said Building known as **“SHASHWAT RESIDENCY”** (hereinafter referred to as the **“said Building”**) proposed to be constructed on the said property more particularly described in the **FIRST SCHEDULE** hereunder written The Floor Plan is hereto annexed and marked as **ANNEXURE-IV** together with the amenities and facilities as set out in **ANNEXURE-V** hereto.
- V. The Flat Allottee demanded from the Promoter and the Promoter as have furnished necessary information and offered/given inspection to Allottee of all the documents The Authenticated copies of : (1) Location/Block Plan of the Plot (2) Property card in respect of the said property (3) the Certificate of Title in respect of the said land (4) NOC from the proposed plans of the Premises agreed to be purchased by the Allottee (5) the IOD bearing No.CHE/8551/BP(WS)/ AR dated 26/03/2013 (6) the Commencement Certificate dated 26/03/2013 (7) Certificate issued by Maharashtra Real Estate Regulatory Authority
- W. The Promoter have agreed to sell and transfer and the Allottee has agreed to purchase and acquire the said Flat at the price of Rs.\_\_\_\_\_/-(Rupees \_\_\_\_\_ Only) with full knowledge and subject to the terms, conditions and covenants contained in the documents, papers, plans, orders, schemes, etc. recited and referred to above and appearing hereinafter;
- X. Prior to the execution of this Agreement, the Allottee has paid to the Promoter a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) out of the purchase price of the said Flat, as Deposit of Earnest Money/Booking Amount (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the said purchase price in the manner and time as stipulated hereinafter, time being the essence of the contract.

Y. The Promoter have registered the project under the provisions of the Real Estate (Regulstion & Redevelopment) Act, 2016 with the Real Estate Authority at Serial No. \_\_\_\_\_.

Z. The PAN Numbers of the parties hereto are as follows:-

i) PROMOTER :-  
Rushi Realty (India) Pvt. Ltd. : AACCR0647P

ii) ALLOTTEES :-  
\_\_\_\_\_ : \_\_\_\_\_

AA. Under Section 13 of RERA, the Promoter are required to execute a written Agreement for Sale in respect of the Flat/premises agreed to be sold to the Allottee/s and also to register the same under the Registration Act, 1908.

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

1. All the statements and representations made in the recitals herein shall form an integral part of this Agreement and the Allottee confirms and accord his/her/its irrevocable consent in favour of Promoter that the Promoter shall be entitled to complete the development of the said property to the fullest extent permissible under the provisions of the Development Control Regulations, 1991 for the time being in force and all future amendments//modification//including DC Rules 2034 that may be// will be in force from time to time.
2. The following expressions used herein shall mean the following namely:
  - (a) “The said Flat/Premises” shall mean the Flat No. \_\_\_\_\_ on \_\_\_\_\_ floor in “\_\_\_\_\_” with \_\_\_\_\_ Basement/ground Floor/Podium Stack car Parking of the proposed building under construction on the said property and named as “SHASHWAT RESIDENCY”.
  - (b) “Carpet Area” means (net usable floor area, excluding the area covered by the external walls, areas under shafts, exclusive balcony/verandah/open terrace area appurtenant to the said Flat for exclusive use of the Allottee/s BUT including the area covered by the internal partition walls of flat)
  - (c) The “said Property” shall mean the Property described in the First Schedule hereunder written with such additional land area as may be secured by the Promoter/Promoters on;

- (d) The “Project” for the purpose of this Agreement shall mean **and include** said building consisting of Ground + 1<sup>st</sup> Floor Commercial units/premises/complex, 2<sup>nd</sup> Floor and 3<sup>rd</sup> Floor as Podium Level Car Parking 4<sup>th</sup> Floor Podium with Garden and 5<sup>th</sup> Floor to 20<sup>th</sup> Floors or upper additional floors by consuming the entire FSI that may be generated / available from time to time in respect of the said property as Residential flats/units/premises to be known as **“SHASHWAT RESIDENCY”**;
- (e) “Possession Date” as assured and guaranteed hereunder and within two months from the date of issuance of Occupation Certificate/Completion Certificate by the authority to the Promoter **BUT** subject to fulfillment of all obligations on the part of Flat Allottees as agreed herein and on receipt of entire sale consideration and other charges/deposit under the Agreement by the Promoter;
- (f) “Ad hoc Monthly Contribution” shall mean the monthly contribution (Municipal Assessment, Water & Electricity charges, ground rent & other maintenance charges) to be estimated and prescribed by the Promoter as herein provided and which are presently estimated to be approximately Rs.\_\_\_\_/- per sq. ft. per month of the area of the premises agreed to be sold.
- (g) “Address of the Allottee/s” shall mean the same as appearing on page 1/2 of this Agreement or any other change as informed in writing by the Allottee/s and confirmed by the Promoter from time to time.
3. The Promoter shall construct the said building consisting of Ground + 1<sup>st</sup> Floor Commercial units/premises/complex, 2<sup>nd</sup> Floor and 3<sup>rd</sup> Floor as Podium Level Car Parking 4<sup>th</sup> Floor Podium with Garden and 5<sup>th</sup> Floor to 20<sup>th</sup> Floors or upper additional floors by consuming the entire FSI that may be generated / available from time to time in respect of the said property as Residential flats/units/premises to be known as **“SHASHWAT RESIDENCY”** (hereinafter referred to as the **“said building”**) in accordance with the plans, designs, specifications, approved by the concerned local authority and which have been seen and duly approved by the Allottee/s with such variations and modifications and alterations to be made in any of the plans for construction /specifications, etc. as the Promoter may consider necessary or as may be required by the concerned local authority /the Government to be made in them or any of them and the Allottee hereby gives his irrevocable consent, power and authority to the

Promoter for the same, including for putting up further/additional construction in any manner whatsoever in respect of the additional FSI that may be generated/ available present as well as future and pursuant to any changes or amendment to the DC Rules from time to time in respect of the said property or any part thereof including the plot bearing CTS No. 15 and 15/1 of the said property, subject to the sanction of the same by the concerned authorities **PROVIDED THAT** such variations or modifications shall not adversely affect the said Flat agreed to be purchased by the Allottee.

4. The Promoter have informed the Allottee that during the course of the development of the said property the Promoter intent/propose to provide Heath Club and Swimming Pool facilities separately on the following condition, which the Promoter have specifically informed the Allottee and the Allottee is fully aware of the following: -
  - (i) That the said services of Health Club and Swimming Pool will be made available for use to Allottees and other Allottes who will be allotted premises in upcoming Phases of the Layout, whether they are Flat Allottees or outsiders, who have not even purchased any flat/units in the proposed building on the terms and conditions appearing hereinafter;
  - (ii) That the ownership of Health Club and Swimming Pool shall always remain with the Promoter alone. That the Swimming Pool and Health Club will be maintained and managed by the Promoter or any of their appointed contractors or sub-contractors or their agents or otherwise and/or their nominees, prior to handing over the society and/or after handing over to the society, as well and even after conveyance. The same are neither the amenities nor common facilities provided by the Promoter and the same shall always remain the property of the Promoter and neither the Allottee nor the Society or Associations or Ad-hoc committee shall claim any right, title and interest in respect thereof;
  - (iii) That the vesting documents that is proposed to be executed in favour of the Society and/or Association that may be formed as the case may be in terms of these presents shall specifically exclude and deemed to be excluded the Health Club and Swimming Pool area since the same shall always belong to the Promoter and neither Allottee nor the Society or Association shall make any claims and/or demands either in respect of the said facilities;
  - (iv) The Allottee shall from time to time be liable to pay such charges and outgoings as are fixed by the Promoter or their contractors or person authorized by them for the services rendered of Health Club and Swimming Pool and the Allottee shall not question the rate of such charges for the membership for the use of swimming pool and health club and the same shall not be open to challenge by the Allottee or Society or outsider or anyone else connected with the Health Club and Swimming Pool since the same is the sole property of the Promoter;

- (v) The Promoter and/or contractor shall be entitled to take such deposit including charges for permitting the third party and/or Allottee/ Member to use the said services and the said charges shall vary, which shall be paid by the Allottee/Member or third party including Society or Association as the case may be without any dispute and objections under any circumstances whatsoever. The membership to such facilities shall be governed by the terms and conditions of grant of membership to such facilities and in the event of the breach the Promoter shall be entitled to discontinue the access, use and enjoyment of such services to such defaulting party;
- (vi) The Allottee is fully aware and conscience of the fact and it has been specifically informed by the Promoter that the Health Club and Swimming Pool facilities are not the amenities being given or attached or incidental to or with the said Flat irrespective of the same being shown in catalogues and/or in the DVD and/or in the CD and/or otherwise. The use of such facilities is subject to the terms and conditions appearing hereunder and the cost of membership for such facilities at the rate and price to be charged by the Promoter. The said membership to Health Club and Swimming Pool will be by invitation and the Membership Fees in respect thereof shall be taken separately from the Flat Allottees and outsiders at the price and subject to terms and conditions, as may be determined by the Promoter before possession and from time to time.
5. The Allottee hereby agrees to purchase from the Promoter \_\_\_\_\_ and the Promoter hereby agree to sell to the Allottee the said Flat No. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. ft. of Carpet Area on the \_\_\_\_\_ Floor in "\_\_\_\_" Wing and more particularly described in the **SECOND SCHEDULE** hereunder written of the said Building known as "**SHASHWAT RESIDENCY**" (hereinafter referred to as the "**said Building**") as shown surrounded by Red Colour Boundary Line (hatched in red) on the concerned floor plan, on the said Property, the floor plan is annexed and marked as **ANNEXURE-IV** hereto together with the amenities and facilities as set out in **ANNEXURE-V** hereto (hereinafter for sake of brevity sake referred to as the "**said Flat**") at or for the consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_ Only).
6. The Allottee/s hereby agree to purchase from the Promoter and the Promoter hereby agree to sell \_\_\_\_ Car Parking to the Allottee/s at podium Level being constructed in the Project for the consideration of Rs \_\_\_\_\_/-
7. The total aggregate consideration amount for the said flat including podium parking cpace is Rs. \_\_\_\_\_/-
8. The Allottee/s shall pay the aforesaid agreed consideration in respect of the said Flat to the Promoter as per the Schedule of payment as under :-
- i) Rs. \_\_\_\_\_/- 9% on Booking

- |        |             |  |
|--------|-------------|--|
| ii)    | Rs. _____/- | 21% on execution of Agreement  |
| iii)   | Rs. _____/- | 15% on completion of Plinth  |
| iv)    | Rs. _____/- | 10% on completion of 2 <sup>nd</sup> podium  |
| v)     | Rs. _____/- | 3% on completion of 5 <sup>th</sup> slab   |
| vi)    | Rs. _____/- | 3% on completion of 8 <sup>th</sup> slab   |
| vii)   | Rs. _____/- | 3% on completion of 11 <sup>th</sup> slab  |
| viii)  | Rs. _____/- | 3% on completion of 15 <sup>th</sup> slab  |
| ix)    | Rs. _____/- | 3% on completion of 19 <sup>th</sup> slab  |
| x)     | Rs. _____/- | 2% on completion of staircase, lift wells<br>of Flat   |
| xi)    | Rs. _____/- | 3% on completion of wall & internal<br>plaster of Flat   |
| xii)   | Rs. _____/- | 3% on completion of external plumbing &<br>plaster   |
| xiii)  | Rs. _____/- | 2% on completion of terraces with<br>waterproofing   |
| xiv)   | Rs. _____/- | 2% on completion of doors / windows /<br>flooring of Flat  |
| xv)    | Rs. _____/- | 3% on completion of sanitary fitting   |
| xvi)   | Rs. _____/- | 3% on completion of lifts  |
| xvii)  | Rs. _____/- | 3% on completion of electrical fittings  |
| xviii) | Rs. _____/- | 4% on completion of entrance lobby/s   |
| xix)   | Rs. _____/- | 5% against handing over of possession of<br>the flat on or after receipt of<br>occupancy certificate or completion<br>certificate. |
9. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax (VAT), G.S.T, 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 said Flat.
10. The Promoter may allow, in its sole discretion, a rebate for early payment of equal installments payable by the Allottee/s by discounting such early payments @\_\_\_% per annum for the period by which the respective installments has been pre-poned. The provisions for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Allottee/s by the Promoter.
11. The Promoter shall confirm the final carpet area that has been allotted to the Allottees after the construction of the Building is complete and the Occupancy Certificate is granted by the Competent Authority, by furnishing the details of the changes, if any, in the carpet area, subject to a variation cap of three (3) 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 the Allottee/s within forty five (45) days with annual interest at the rate specified in the Rules, from the date which such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to the Allottee/s the Promoter shall demand additional amount from the Allottee/a 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-9 of this Agreement.

12. The Promoter hereby declare that the Floor Space Index available as on date in respect of the project land is 15,585.47 square meters only and the Promoter have planned to utilize Floor Space Index 4,383.40 by availing TDR or FSI available on payment of premium or FSI available as incentive FSI by implementing various scheme as mentioned in DC Rules & Regulation or based on expectation of increased FSI which may be available in future on modification to DC Regulations, which are applicable to the said project. The Promoter have disclosed the FSI of 19,968.87 square meters as proposed to be utilized by him on the project land in the said project and Allottee/s have agreed to purchase the said Flat based on the proposed construction and sale of the Flats 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.
13. Subject to the provisions contained in these presents, the Promoter have allotted to the Allottee/s Car Parking Space No.\_\_\_\_ in the \_\_\_\_ Floor of the Podium Area of the Building. Such allotment of parking space is co-extensive and co-terminus with the allotment of the said Flat as incidental thereto and the Allottee/s shall not be entitled to deal with the said parking space independent of and separately of the said Flat. The parking spaces remaining un-allotted in the said building shall belong to the Promoter alone and the Promoter shall be entitled to allot such parking spaces in the manner thought fit and proper by the Promoter without any objections and/or hindrance from the Allottee/s and/or Ad-hoc Committee or Committee of the Society. The parking space shall be used for parking car of the Allottee/s only and for no other purpose whatsoever. The Allottee/s agrees to pay the amount as parking and/or maintenance charges as may be demanded by the Promoter or the Society. All obligations and restriction and terms and conditions as are applicable to the allotted said Flat shall apply in respect of the user of the parking space.
14. The Allottee/s shall not park his/her/their two/four wheelers in the premises of complex unless they have obtained car sticker duly signed by the authorized representative of the Promoter and the same must always be displayed on the vehicles. In the event if the vehicles are parked without the parking stickers, the same will be removed from the complex by the Security Guards at the costs, risks and consequences of the Allottee and Promoter or their servants, agents, employees shall not be held responsible for any damage, which may caused, while removing the said vehicle.
15. The Promoter shall send to the Allottee/s, intimations/Demand Notes, demanding payments of the relevant installments of the purchase price from the Allottee as and when the same falls due as per Clause 7 above. Such installments shall be payable by the Allottee/s strictly within the period mentioned in such Intimations/Demand Notes. The Allottee/s hereby covenant with the Promoter that the Allottee/s shall duly and punctually

pay the amounts due and payable, without any delay or committing any default, within the time and in the manner stipulated in the Intimation/Demand Notes. In respect of the payment of each installments paid by the Allottee/s, the Promoter will issue/pass separate receipt. The time for making the payment of each of the aforesaid installments and all other amounts which will become due and payable from time to time shall be the essence of the contract.

16. In the event the Allottee/s commits any **three (3)** default/s and/or fails, neglects or refuses to make payment of any of the installments of the purchase consideration or any other amount due and payable hereunder including the proportionate share of taxes levied by the concerned local authority and other outgoings either in part or in full within the time and in the manner stipulated in the Intimation/Demand Notes, time being the essence of the contract, and/or commits breaches and/or violations of any other terms and conditions of these presents, the Promoter shall always be at liberty to exercise their unfettered rights as set out in these presents including right to terminate this Agreement after giving **Fifteen (15)** days' advance notice to the Allottee/s to rectify and/or remedy the breach. In the event, the Allottee/s fails and/or neglects to rectify and/or remedy the breach within the stipulated period of **Fifteen (15)** days notice period from the intimation by the Promoter, the Promoter shall be absolutely entitled to terminate these presents without any further intimation and/or assigning any reasons to the Allottee/s and in such event this Agreement shall ipso-facto come to an end. Upon termination the consequences as set out in these presents shall follow. The notice of Intimation/Demand Notes shall be deemed to be served upon the Allottee/s, if sent by Courier Services or any other recognized mode of service at the address provided in this Agreement or last of such address that may have been duly recorded with the Promoter.
17. On termination as aforesaid, the Promoter shall refund to the Allottee/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty (30) days of the termination, the installments of sale consideration of the said Flat which may till then have been paid by the Allottee/s to the Promoter.
18. 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 said Flat are set out in **ANNEXURE-“\_\_”** annexed herewith.
19. The Promoter upon such terminations shall be at liberty and authorize and entitled to sale, transfer and assign the said Flat and all the rights, title and interest therein in favour of any third party of their choice and upon such terms and conditions as may be thought fit and proper by the Promoter. without any recourse and/or reference to the Allottee/s. The Allottee/s herein shall have no right, of whatsoever nature, to object to such sale/disposal of the said Flat by the Promoter.

20. If the Allottee/s in order to augment the resources in his/her funds for the purpose of payment of consideration amount to the Promoter under this Agreement for Sale intends to seek loan from any financial institutions / banks etc., against the security of the said Flat, then in such a case the Allottee/s shall be required to obtain on the letterhead of the respective financial institution's/bank's etc., sanction of loan /pre-sanction loan letter and only against which the Promoter shall issue their NOC for mortgage of the said Flat, to the Allottee/s. Further when such financial institution/bank etc., makes a disbursement, it shall be mandatory that the payment should be made by issuing the Banker's Cheque/Pay Order/Demand Draft, of the Loan amount or installment/s in the name of the Promoter only i.e. in favour of "RUSHI REALTY (INDIA) PVT. LTD.- SHASHWAT RESIDENCY COLLECTION ACCOUNT and in the event such financial institution/bank etc., issues Cheque/Pay Order /Demand Draft of Loan amount or installment/s in any other name or account, then such financial institution/bank etc., shall do so at their own risk and the Promoter shall not be liable for any cost and consequences arising there from.
  
21. Further if the Allottee/s seeks loan from any financial institutions/banks etc., against the security of the said Flat, subject to the prior written consent/approval of the Promoter and in the event due to the Allottee/s committing default of the payment of the installments of the consideration amount and in the event of the Promoter exercising their right to terminate this Agreement for Sale, the Allottee/s hereby undertakes to clear the mortgage debt outstanding by obtaining necessary letter in writing stating clearance of mortgage etc., from such financial institution/bank etc., at the time of the such termination and only on receipt of such letter from such financial institution/bank etc., the Allottee/s shall be entitled to the refund of the amount so paid to the Promoter towards the said Flat. However, the Promoter shall directly pay the amount, payable to such financial institution/bank etc., by the Allottee/s, from the amount standing to the Allottee's credit (paid by him/her/them to the Promoter towards the consideration amount) with the Promoter towards the said Flat and to the extent, so as to clear the mortgage debt and thereafter on receipt of letter of clearance of mortgage debt from such financial institution/bank etc., the Allottee/s shall be entitled to the refund of the balance amount, if any, standing credited to the account of the Allottee/s with the Promoter towards the said Flat. Notwithstanding all that is stated hereinabove, it shall **ALWAYS** be obligatory on the part of the Allottee/s to duly and promptly pay the installments of the consideration amount as and when due and demanded under the terms of this Agreement for Sale, irrespective of the fact that the Allottee/s has applied for the loan and/or loan is under process and/or sanction awaited and/or is rejected from such financial institution/bank etc., and the Allottee/s shall not raise any contention in respect of his/her failure to pay the above said installments on their respective due dates, on the basis of Allottee/s having applied for loan and/or loan is under process of disbursement from such financial institution /bank etc. In the event of the failure of the Allottee/s to pay the installments of the consideration amount, the Promoter shall be entitled to enforce their rights as mentioned in these presents.

22. Without prejudice to the above and without waiver of and other rights and contentions of the Promoter under this Agreement for Sale and/or in law, the Promoter may at their own option, accept from the Allottee/s the payment of the defaulted installments along with interest at the rate of 10% per annum on the defaulted installments for the delayed period i.e. right from the date of the Demand Note/Intimation till the date the payment is received by the Promoter (the defaulted period). Such interest shall be payable by the Allottee/s at the time of payment of each defaulted installment or will be mandatorily cleared off by the Allottee/s at the time of Possession of the said Flat, as cumulative interest or on any other terms and conditions which shall be decided by the Promoter at that particular point of time in their absolute discretion. The Allottee/s shall not raise any disputes with regard to the rate of interest payable for delayed period as provided hereunder.
23. The Allottee/s agrees to comply with all the terms and conditions of any order, schemes, permissions, objections, etc., that may have been granted and/or which may hereafter be granted or sanctioned or imposed by any authority, statutory or otherwise, including paying any charges, bearing expenses, making deposits, whether refundable or not.
24. In the event of more than one building being constructed on the said property as mentioned above, the Promoter shall form separate Society or Societies and/or Association of Apartment Owners for one or more such Building/s or Wing/s constructed on the said property and in that event the Allottee/s to whom the Flats/shops have been sold or have been agreed to be sold by the Promoter in the said Building/s shall become members of such Co-operative Society and/or Association of Apartment Owners, to be formed in respect of the Building/s or Wing/s in which their respective Flats/shops is/are located and the decision of the Promoter in this regard shall be conclusive and binding upon the Allottee/s.
25. The said building/s shall always be known as “SHASHWAT RESIDENCY” and Co-operative Society formed of the Allottees shall incorporate the name “SHASHWAT RESIDENCY” in its name and shall not be entitled to change the same at any time in future, for any reason whatsoever.
26. Furthermore, the Allottee/s undertakes, declares and grants his/her irrevocable consent for the said name mentioned above and accordingly agrees to vote in favour of the said name in the resolution to be passed in the General Body Meeting of such proposed Society and vide such Resolution shall adopt and accept the name as stated above for the said Society. The Allottee shall also not alter the name of the scheme or the name of the Building/s in which the said Flat of the Allottee/s is situated, as is made known to the public at large by the Promoter from the inception of the development being carried out on the said property. The said Building shall hereafter be permanently known as “SHASHWAT RESIDENCY”.

27. In the event of the Promoter permitting formation of any Ad-hoc Committee of the Allottees, then in that event such Ad-hoc Committee shall not call upon and shall not demand formation and registration of nor form or register any Society and/or Association of Apartment Owners on any account whatsoever and under any circumstances whatsoever and shall not take charge or demand administration of the said Building/s and /or Wing/s on the said property. The Allottee/s further confirms that any such proposed Society and/or Association of Apartment Owners or Ad-hoc Committee shall be subject to overall paramount rights of the Promoter and under total control of the management by the Promoter alone.
28. The Allottee/s, the Society and the Ad-Hoc Committee that may be formed of the Allottees of all the Flat/shop in the said building, as the case may be, doth hereby agrees, declares, confirms, covenants and authorizes the Promoter as under: -
- (i) That till the vesting document is executed by the Owners, the Promoter and/or their nominees alone shall be entitled to use and consume all F.S.I. present as well as future which will be available due to changes and amendments to the DC Rules from time to time in respect of the said property or any part thereof whether available at present or in future, including the balance F.S.I., the additional F.S.I. available from time to time and/or by any special concession, modification of rules and regulations granting F.S.I. as also F.S.I. available in lieu of the road widening, set back reservation or otherwise;
  - (ii) The Allottee/s of the said Flat shall be entitled only to F.S.I. consumed in construction of the said Flat purchased by him/her/them in the said Building. The F.S.I. of any nature whatsoever available at present or in future pursuant to the changes and amendments to DC Rules from time to time and further and/or additional construction, shall always be the property of the Promoter who shall be at liberty to use, deal with, dispose of, sell, transfer etc., the same in any manner the Promoter choose and deem fit. The document vesting the title of the said property, building and transfer of rights and benefits of the Promoter as hereinafter mentioned, shall be subject interalia to the terms conditions and covenants contained hereunder;
  - (iii) That the Promoter and/or their nominees shall be entitled to complete the said Building in which the Allottee has agreed to purchase the said Flat or any part or floor thereof and obtain part Occupation Certificate thereof and give possession of the said Flat therein to the acquirers of such flats/shops and the Allottee/s herein shall have no right to object to the same and will not object to the same and the Allottee/s hereby gives his/her specific consent to the same. If the Allottee/s takes possession of the said Flat in such part completed and/or floor/s or otherwise, the Promoter and/or its Agents or Contractors shall be entitled to carry on the remaining work including further and additional construction work of Wing/Building in which the said Flat is located and the said Building or any part thereof. The Allottee/s under no circumstances shall be

entitled to cause disturbance, nuisance and hindrance in respect of the ongoing construction work in respect of the other Wings adjoining to the said Wing including the use and access through common passages, stair cases, internal road/approach road to the said Wing.

- (iv) That the Allottee/s shall never claim any exclusive right, entitlement and authority to use and enjoy the common benefits and amenities like R.G., internal road, approach road, water tanks, electricity sub-station, if any installed, underground water tanks etc., which shall be common for the enjoyment and benefit of all the flat/shop Allottees of the building and/or Wings and/or one or more Societies that may be formed and registered, as the case may be;
  - (v) That the Promoter shall be fully and absolutely entitled to sell, transfer or otherwise on outright basis or on leave and license basis the commercial premises for any purposes that may be permissible as per the Municipal Laws, without any restriction or impediments. The Allottee/s shall not obstruct and/or interfere with the user of the said commercial premises in any manner whatsoever;
  - (vi) To admit without any objection, the persons who have been allotted Flats/Shops in the additional construction being carried out/completed by the Promoter as members of the proposed Society and/or Association, in the event the Society and/or Association is formed before all shops and/or any other premises/spaces, including Flats/Shops of the extended/annexed building are sold by the Promoter after the registration thereof;
  - (vii) That the Allottee/s hereby unconditionally and irrevocably grant his/her/their consent and no objection to the Promoter for the development of adjacent/neighborhood property with deficient open space in future.
  - (viii) Not to raise any objection or interfere with the Promoter's rights reserved hereunder;
  - (ix) For all or any of the purposes mentioned above or under this Agreement to keep and/or store any construction material on the said property or part thereof and/or to have additional Electricity Supply and/or additional Water Supply and for the purpose of construction, to do all acts, deeds, matters and things as may be necessary. In such event the Allottee/s shall not take any objection or otherwise, on the ground of any nuisance, noise and/or shall not claim any Easement Rights and/or any other rights in the nature of Easement or prospective of any nature whatsoever. The Allottee/s shall directly or indirectly not to do any acts, deeds, matters and things whereby the Promoter may be prevented from putting up any additional and/or new construction and/or shall not raise any objection and/or obstructions, hindrance or otherwise;
29. The Promoter will offer the possession of the said Flat to the Allottee on or before 31/12/2021 **PROVIDED THAT** the Promoter shall always be entitled to reasonable extension of time for delivery of the said Flat on the

aforesaid date after preferring and application to the competent authority under Section-6 of RERA for extension of time period;

- a. War, Civil commotion, act of God, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature
  - b. Any notice, order, any stay orders from any authorities, courts, and/or any amendments in the rules and regulations or the prevailing applicable law, change in rules, notifications of the Government and/or other public or competent authority;
30. In other cases where there is a default specifically on the part of the Promoter, i.e. delay in giving the possession of the said Flat to the Allottee/s, and Allottee/s do not wish to continue and withdraw, then the Promoter shall be liable, on demand, to refund to the Allottee the amounts already received till then by the Promoter, in respect of the said Flat with simple interest at the rate of 10% percent per annum from the date the Promoter having received the said sum/s within 30 days from the demand till the date the said amount/s and interest thereon is repaid to the Allottee/s, till the entire amount received by them and interest thereon as aforesaid is refunded by the Promoter to the Allottee/s, the same shall, subject to prior encumbrances, if any, be a charged on the said Flat. PROVIDED in the event Allottee/s wish to continue, then in that event Promoter shall pay interest at the rate of 10 % per annum on the amounts already received by the Promoter from the Allottee/s till handing over possession of the Flat to the Allottee/s.
31. The Allottee/s shall take possession or keys of the said Flat, PROVIDED the Allottee/s has duly performed, discharged and observed all the terms and conditions recorded herein including monetary obligation/s without committing any default, within 15days from the date of receipt of Occupation Certificate/Building Completion Certificate and the Promoter giving written notice regarding the receipt of Occupancy certificate, to the Allottee/s intimating that the said Flat is ready for use, and Allottee/s shall take possession within fifteen (15).days from the date of receipt of intimation/notice from the Promoter. It is agreed that the maintenance charges with respect to said Flat shall be made applicable to the said Allottee from the standard date declared for handing over possession or keys or as per the date mentioned in the intimation received by such Allottee/s for taking the possession or keys, irrespective of the fact that the Allottee/s has taken the physical possession of the said Flat or not.
32. The Allottee/s shall before taking possession or keys of the said Flat inspect the same thoroughly and point out defect/s, if any, in construction and/or amenities and facilities and shall take possession or keys only after rectification thereof, if any, required. On taking possession or keys of the said Flat the Allottee shall be deemed to have inspected/re-inspected the same thoroughly and found the same without any defect/s in construction and/or amenities and facilities unless otherwise recorded in writing the

same, if any, pointed earlier, have been rectified, **PROVIDED** that if within a period of **FIVE** years from the date of handing over the said flat to the Flat Allottee, the Flat Allottee/s brings to the notice of the Promoter any defect in the said flat or the said building in which the said flat is situated or the material used therein or of the said building then, wherever possible such defects shall be rectified by the Promoter at their own cost and in case it is possible to rectify such defects, then the flat Allottee/s shall be entitled to receive from the Promoter reasonable compensation for such defect or change **PROVIDED** that the Promoter shall not and never be held responsible to rectify any such defect or damage, if found to have been caused due to any unauthorized work or work of renovation or interior work or work of structural nature or of any extension or demolition of any internal wall which any of the Allottee/s in the building might, after receiving possession, have carried out in and around the Flat/s purchased by them any of them, the Promoter thereupon shall cease to be liable for the same thereafter. The Allottee/s shall in any event take the possession of the said Flat within **two months** from the date of the Promoter offering possession thereof to the Allottee/s.

33. On or before the receipt of the Occupation Certificate, if the possession is taken for interior decoration and/or carrying out of furniture and finishing works in respect of the said Flat, the Allottee/s before taking possession of the said Flat agrees to pay the charges the entire amounts and charges payable by the Allottee/s to the Promoter over and above the consideration amount for the said Flat prior to taking the possession of the said Flat. It is specifically agreed that in such situation the Promoter shall not be held responsible to provide and make available the light and lift in working conditions and water into the said Flat and shall not hold responsible and/or liable or take any legal action against the Promoter for not obtaining Occupation Certificate on account any unauthorized changes and alterations made into the said Flat. Such possession of the said Flat will be given to the Allottee strictly at his request and on the understanding mentioned herein that the possession of the said Flat is only given to the Allottee for carrying out interior decoration and carrying out of furniture and furnishing work only and the Allottee/s shall not start residing in the said Flat, .
34. The Allottee/s along with other Allottees of Flats/Shops in the said Building/s, shall join in forming and registering a Co-operative Society and/or Association of Apartment Owners, as decided by the Promoter and agreed by the Allottee. The Allottee agrees that for the purpose of forming and registering the Society and/or Association of Apartment Owners, he shall, from time to time sign and execute all necessary papers, documents, applications for incorporation and registration thereof and do all acts, deeds, things and matters for the formation and the registration of such Society and/or Association of Apartment Owners and for becoming a member, including the bye-laws of the proposed Society and/or Association of Apartment Owners and duly fill in and sign in the office of the Promoter, so as to enable the Promoter to register the Society and/or Association of Apartment Owners of the Allottee/s under **Section 11 (e) of RERA and Section 10 of MOFA** or as applicable. No objection shall be taken by the

Allottee, if any, changes or modifications are made in the draft bye-laws, as may be required by the Registrar of Co-operative Societies and/or Association of Apartment Owners or any other Competent Authority. The Allottee/s hereby gives the authority to the Promoter to sign all or any of the documents and/or to all acts, deeds, things and matters envisaged above or under these presents.

35. The Promoter have prior to the execution of these presents represented to the Allottee :-

- (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 [Apartment/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 [Apartment/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 are as 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.
36. The Allottee/s shall bear and pay proportionate expenses, Assessments by appropriate authority, Levies, Taxes, Maintenance and other charges of the entire layout or complex and the decision of the Promoter or the Society and/or Association of Apartment Owners as the case may be, of the amount of the proportionate share coming to the share of Allottee/s, shall be final and binding on the Allottee/s.
37. The Allottee/s of the said Flat shall, so long as and till the various premises in the said building are not separately assessed by the Municipal Corporation for the purpose of property taxes and water charges, rates and other outgoings, pay and continue to pay the proportionate share of such taxes, rates, and other outgoing assessed on the said property including the said building on ad-hoc basis as may be decided by the Promoter. The Allottee/s shall continue to pay such amounts as decided and intimated by the Promoter without demur and without in any manner disputing the same and shall not demand any accounts in respect thereof. **PROVIDED HOWEVER** that, if special taxes and/or rates are demanded by the Corporation or any other authority by reason of any permitted use, the Allottee/s alone shall bear and pay such special taxes and rates. As from the date of offer for delivery of the possession of the said premises, the Allottee/s shall observe, perform and abide by all the rules and regulations of the Corporation and/or other statutory bodies and shall indemnify and keep indemnified the Promoter against any loss or damage in respect thereof.
38. Commencing a week after the notice in writing is given by the Promoter to the Allottee/s, that the said Flat is ready for occupation or before taking possession or keys of the said Flat, whichever is earlier, the Allottee will be liable and pay regularly to the Promoter (a) the Proportionate share of the Allottee of the Municipal Assessment Tax of the said property, all rates and taxes, whether any or all tenements of the Building shall have been actually

assessed or not or even if the assessment may not have been finally determined; (b) the share of the Allottee in all other dues, duties, impositions, outgoings and burden of any nature, at any time hereafter assessed or imposed upon the said property and Building or upon the owners or occupiers of the Flats/Shops thereof, including of the entire property, land by any authority including the Municipality Government Revenue Authority, in respect of the entire Building or the users thereof and payable either by the Owners or occupiers and (c) the proportionate share of all other outgoings in respect of the said Flat or Building and the layout or complex including other taxes, insurance, common lights, sanitation, additions and alterations, paintings, colour washing, repairs, water charges, in the event of water being charged on the basis of meter by the Municipality, Salaries and charges of Bill Collector, Clerks, Chowkidars, Sweepers, etc. and (d) all other expenses necessary and incidental to the said entire Building and the said Property, including the said management and maintenance. Until the Society and/or Association is formed and the said property and Building are transferred to the Society or Societies and/or Association, as provided herein, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter. In the event the Allottee/s fails to make the payments due and payable by the Allottee/s, then in that event it is expressly made clear that the Promoter shall hold the Society and/or Association as the case may be, jointly and severally liable to the Promoter for payment of such outstanding amounts due and payable by the Allottee/s towards his/her proportionate share of outgoings as stated above and the same shall be liable to be recovered with interest thereon at the rate of **10%** from the date of the same becoming due and payable. Unless and until such amounts are not paid the Society and/or Associations shall not be entitled to getting the vesting documents in respect of the said property executed in its favour.

39. The Allottee/s shall on or before receiving the delivery of the said Flat pay to the Promoter a sum of **Rs. \_\_\_\_\_/-** as per the statement hereto annexed and marked as **ANNEXURE-VII**.
40. The Promoter shall utilize the amounts mentioned in sub-clause (\_\_\_\_) to (\_\_\_\_) paid by the Allottee/s to the Promoter, towards meeting legal costs, charges and expenses, including professional costs of the Advocates of the Promoter, in connection with the formation of the said Society and/or Association of Apartment Owners, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement, reimbursement of the Development Charges payable to the concerned authorities, Electric Meter Charges and expenses for cable sub-station, if required, towards common facilities within the complex for the layout infrastructure facilities and other expenses in the manner stated hereinabove. It is specifically agreed between the parties hereto that the amounts payable by the Allottee to the Promoter as per clause No.42 above are neither refundable nor accountable in any event. The Allottee/s hereby agrees and shall be liable to pay to the Promoter any such difference, which may arise, in the above said charges due to any changes in the rules accordingly.

41. The Allottee/s herein un-equivocally agrees with the Promoter, that until the Allottee's share is determined, the Allottee/s shall from the date of expiry of ten (10) days of the intimation by the Promoter, that the said Flat is ready for use or before taking Possession (receiving keys) of the said Flat, deposit with the Promoter at the rate of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) per month, in advance for Twelve (12) Months amounting to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only), being the charges by way of contribution towards the proportionate share of outgoings, hereinafter referred to as the "deposit", which includes Security Charges, Water Charges payable to the Concerned Authorities, Water-Man Charges, if any, Sweeper Charges, Common Electricity Charges (i.e. Electricity charges for Staircases, Passages, Lifts, Pump Room Meter/s and Fire Fighting Meter/s, if any), Lift Maintenance and Common Garden Area outgoing deposit, whichever is applicable, for a period of Twelve (12) Months. These deposit shall not be accountable in any manner at any point of time. It is expressly clarified that the above stated amount does not include Property Tax that may be applicable to the said Flat purchased by the Allottee.
42. The Promoter are authorized by the Allottee/s on his/her behalf and out of the amounts so deposited, to spend for all costs for preparation of all other documents, deeds, declarations, costs of lawyers for transfer of the said Building/s and/or portion thereof, to the said Co-operative Society and/or Association of Apartment Owners and such costs and costs of transfer are to be borne and paid wholly by the Allottee/s and other acquires of Flats/Shops proportionately, but exclusive of all out of pocket expenses like stamp duty, registration charges, incidental expenses etc., of such documents which also shall be borne and paid wholly by the Allottee/s and other acquires of Flat/Shops. Incase if the costs, charges and expenses exceed the aforesaid amount, the same would also be made good by the Allottee/s forthwith.
43. In the event of any portion of the said property is notified for Set Back / D.P. Road or other reservations, the Promoter alone shall be entitled to receive the compensation or such other benefit arising therefrom and/or given by the authorities concerned and the Allottee/s and/or the said Society and/or Association of Apartment Owners shall not be entitled to claim any rights and/or entitlements in respect thereof.
44. Hereinafter, if any charges are levied by or payment required to be made to any Government Authorities or local bodies, either on the said property or Building/s or otherwise, the Allottee/s on being called upon, to do so, by the Promoter, pay to the Promoter his/her share thereof, before or at the time of taking possession of the said Flat, as may be required or demanded by the Promoter. It being specifically understood that only the Allottee/s and other acquires of Flats/Shops and /or the said Society and/or Association of Apartment Owners shall be liable to pay the same and Promoter in no event or case shall be liable to pay the same. Under the aforesaid agreement, it is provided that the Society and/or Association of Apartment Owners of

Flat/Shop Allottees will become member of the Apex Society or Federation to be formed, of the owners of the Building/s in the Larger Property for maintenance, repairs and/or replacements of infrastructure facilities/services in the entire Larger Property, as per the terms and conditions on which the layout is sanctioned.

45. The Allottee himself/herself with intention to bind all persons into whosoever hand the said Flat may come, doth hereby covenant with the Promoter as follows: -

- (a) To maintain the said premises, at Allottee/s own cost in good habitable repaired condition from the date the possession of the premises has been handed over to the Allottee/s and shall not do or suffer to be done anything in or to the Building in which the said Premises is situated, staircase or any passages which may be against the Rules, Regulations or Bye-laws of concerned local or any of the authority or make addition in or to the Building in which the said premises is situated and the said premises itself or any part thereof.
- (b) Not to store in the said 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 said premises is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on upper floors which may damage or likely to damage the staircase, common passages or any other structure of the Building in which the said premises 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.
- (c) To carry out at his/her/their own cost all internal repairs to the said premises and maintain the said premises in the same conditions, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the Building in which the said premises is situated or the said premises which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Allottee/s committing any act in contravention of the above provision the Allottee/s shall be responsible and liable for the consequences thereof to the concerned authority and/or other public authority.
- (d) Not to demolish or cause to be demolished the said premises or any part thereof, nor at any time make or cause to be made any addition or alteration in the elevation and outside colour scheme of the said Building in which the said premises is situated and shall keep the portion, sewers, drains pipes in the said premises and appurtenances thereto in good tenantable repair condition and in particular, so as to support shelter and protect the other parts of the said Building in which the said premises is situated and shall not or in any other manner cause damage to columns, beams, walls, slabs or R.C.C., pardis or other structural members in the said premises without the prior written permission of the Promoter and/or the Society.

- (e) Not to do or permit to be done any act or anything which may render void or voidable any insurance of the said land and Building in which the said premises are situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance of the Building in which the said premises is situated.
- (f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the said Property and the said Building in which the said premises is situated.
- (g) Not to hang out the clothes or anything or hang the tree pots from the balconies of the said premises.
- (h) Not to shift windows of the said premises and/or carry out any changes in the said premises so as to increase the area of the said premises and/or put any grill which would affect the elevation of the Building and/or carryout any unauthorized construction in the said premises. In the event if any such change is carried out by the Allottee/s he/she/they shall remove the same within 24 hours from receipt of notice in that regard from the Promoter. In the event if the Allottee/s fail to remove the same within the period of 24 hours, then the Promoter shall be entitled to enter upon the said premises and remove such unauthorized construction and the Allottee/s hereby agree/s and undertake/s not to raise any objection for the same and/or demand any damages for the same from the Promoter.
- (i) To pay to the Promoter within 15 (Fifteen) days of demand by the Promoter his/her/their share of maintenance charges, security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the Building in which the said Premises is situated.
- (j) To bear any pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority, on account of change of user or the said Premise by the Allottee/s, viz. user for any purposes other than for Residence/Offices/shops purpose.
- (k) The Allottee/s shall not Let, Sub-let, Transfer, assign or part with the interest in the said premises or benefit of this Agreement or part with the possession of the said Premises until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up and only if the Allottee/s is/are not been guilty of breach or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s has/have first obtained consent in writing of the Promoter.
- (l) The Allottee/s shall observe and perform all the rules and regulations and bye laws which the Society may adopt at its inception and any addition, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the premises therein and for the observance and performance of the Building Rules, regulations and byelaws for

the time being of the concerned Local Authority and of Government and other Public Bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society or regarding the occupation and use of the said Premise 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.

- (m) Till an Assignment as is set out in hereinabove, along with the Building in which the said Premises is situated is executed, the Allottee/s 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 Property and Building or any part of the Premises to view and examine the state and conditions thereof.
  - (n) The Allottee/s shall not break/repair the toilets, bathroom balcony area and the planter area provided in the said flat. In case, the Allottee/s desires to renovate the toilets, bathrooms and balcony area, the Allottee/s without prior written permission of the Promoters and take utmost care to waterproof the same and shall not cause any nuisance or disturbance to the Premises below him/her/them due to leakage from his/her/their toilets/bathroom/ balconies. In case of any leakage from the flat/Premises to Premises below the Allottee/s shall be totally responsible to rectify the same and bear all the costs for the same.
  - (o) The Allottee/s shall be entitled to use the lifts in the said buildings. All the persons using the lifts shall do so at their own risk. The Allottee/s shall not carry or cause to be carried heavy or bulky packages to the upper floors by the lifts. The Allottee/s shall not cause any damages to the lifts, staircases, common passages, refuge area or any other parts of the buildings on the said Property.
  - (p) The open spaces, common entrances, common passages, ducts, refuge area, lobbies, staircases, lifts in the buildings shall be used in a reasonable manner for the purpose of ingress and egress only and not for any storage purpose or anything else. The Allottee/s shall not use or permit use of common passage, ducts, refuge areas, open spaces, lobbies and staircases in the said buildings for storage or for use by servants at any time.
  - (q) Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of society, the allottee shall permit the promoter and their surveyors and agents, with or without work and others, at all reasonable times, to enter into and upon the project land or part thereof to view and examine the state and condition thereof.
46. The Allottee agrees to sign and deliver to the Promoter, before and after taking possession of the said Flat, all writings, papers, documents, applications etc., as may be necessary or required by the Promoter to put the intention of the parties as reflected herein, into complete effect.

47. It is hereby expressly agreed that the responsibility of the Promoter shall be restricted to the extent of providing pipeline, overhead water tank, underground water tank and the water connections to the Building/s and/or Wing/s as per the norms set by the Municipal Corporation. Thereafter, if there is any shortage in water supply for any reason whatsoever, the Promoter shall not be responsible for the same.
48. On completion of the development of the said entire property the Promoter subject to the receipt of the full payments due and payable in terms of these presents from the Allottee/s of the Flats/Shops, the Promoter shall co-operate with the said Allottees of the respective Flats/Shop in the formation and registration of the Co-operative Society and/or Association of Apartment Owners.
49. Irrespective of disputes, if any, which may arise, between the Promoter and the Allottee and/or the said Co-operative Society and/or Association of Apartment Owners, all amounts, contributions and deposits, including amounts payable by the Allottee to the Promoter under this Agreement, shall always be paid punctually, by the Allottee/s to the Promoter and shall not be withheld by the Allottee/s for any reasons whatsoever, if so, then interest will be charged from the due date till the date of payment.
50. In the event of the Society and/or Association of Apartment Owners being formed and registered before the sale and disposal by the Promoter, of all the Flats/Shops, stilt, basement and other parking spaces, garages, terraces, gardens, compounds and other premises/spaces in the said Building/s and/or Wing/s and in the compound, the power and authority of the Society and/or Association of Apartment Owners so formed of the Flats/Shops and/or any other premises/space holders and the Allottees of Flats/Shops and/or any other premises/spaces, shall be subject to the overall authority and control of the Promoter in respect of any matters concerning the said Building/s, the construction and completion thereof and all amenities pertaining to the same and in particular, the Promoter shall have absolute authority and control as regards the unsold Flat/Shops/Garages/Basements, stilt areas and other parking areas, gardens, terraces, compounds, other premises or spaces and the disposal thereof.
51. Any delay tolerated or indulgence shown by the Promoter in enforcing any of the terms of this Agreement or any forbearance or giving of time to the Allottee/s by the Promoter, shall not be construed as a waiver on the part of the Promoter, of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee/s nor shall the same, in any manner, prejudice the rights of the Promoter.
52. The Allottee/s shall present this Agreement as well as the Conveyance or such other document vesting the title or deed of apartment submitting the said Flat and/or any other premises/spaces, when executed, at the proper Registration Office, within the time limit prescribed by the Registration Act, without fail and the Owners/Promoter or the POA appointed by the Promoter, will attend such office and admit execution thereof, provided that the Owners/Promoter are informed well in advance about the same and

provided with copy of receipt of registration of such documents issued by appropriate authority within reasonable time. In case of default, the Allottee/s alone shall remain liable to penalty and/or punishment for his/her negligence.

53. All notices, demands, intimations, etc. to be served on the Allottee/s as contemplated by this Agreement shall be deemed to have been duly served, if sent by Registered A.D. or Courier Services, to the Allottee/s, at his/her address specified below:

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54. All costs, charges and expenses in connection with the formation of the Co-operative Society and/or Association of Apartment Owners, as well as costs, charges and expenses of preparing, engrossing, including Stamp Duty and Registration Charges and other related charges of and incidental to this Agreement and all other agreements, covenants, deeds including deed of apartment or any other documents, required to be executed by the Promoter and/or the Allottee, out of pocket expenses and all incidental costs, charges and expenses arising out of or under these presents, as well as the entire professional costs/fees of the Advocates or Solicitors for the Promoter, including preparing and approving all such documents, shall be borne and paid by the acquires/Allottees of the Flats/Shops, proportionately or by the Society and/or Association of Apartment Owners, including the said Flat and/or any other premises/spaces Allottees. The proportionate such share of the costs, charges and expenses payable by the Allottee/s shall be paid by the Allottee/s immediately on demand.

55. This Agreement shall be governed by provisions of **The Real Estate (Regulation and Development) Act, 2016, Act-16 of 2016 and Maharashtra Ownership Flats Act, 1963.**

56. This Agreement shall be subject to Mumbai jurisdiction.

**FIRST SCHEDULE HEREINABOVE REFERRED TO**  
**(THE SAID PROPERTY)**

All that pieces and parcel of land bearing C.T.S. Nos. 7, 8, 8/1, 9, 10, 10/1 to 6, 13, 14, 14/1 and 2, 15 and 15/1 of Village Kanheri and CTS No. 2770 situate, lying and being at Village Eksar, Taluka Borivali corresponding to Final Plot No.7B of T.P. Scheme No. II of Borivali (East) admeasuring about 6430.87 sq. meters (including area of 148.12 sq. meters of Road Set Back) and additional area of 426.13 sq. meters (being difference in area of O.P. 6857 sq. meters and F.P. 6430.87 sq. meters) as per City Survey Records 7586.80 sq. meters or thereabout and shown bounded as follows:-

On or Towards North            :- M. G. Road

On or Towards East :- G. H. High School

On or Towards South            :- Uma Hotel

On or Towards West            :- S. V. Road

**SECOND SCHEDULE HEREINABOVE REFERRED**  
**(THE SAID FLAT)**

All the right title and interest in respect of all that piece and parcel of flat premises being Flat No.\_\_\_\_\_ admeasuring \_\_\_\_\_ sq. ft. Carpet Area on the \_\_\_\_\_ Floor in "\_\_\_\_" Wing of the Building known as “Shashwat Residency” being constructed on the said property more particularly described in the First Schedule hereunder written and more particularly earmarked on the Floor Plan annexed hereto.

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

SIGNED SEALED AND DELIVERED }  
by the Withinnamed “PROMOTER” }  
**RUSHI REALTY (INDIA) PVT. LTD.,** }  
Through its DIRECTOR }  
Mr. Anil C. Shah }  
Duly authorized vide }  
Resolution dated 02-04-2014 }  
In the presence of ..... }

SIGNED AND DELIVERED by the }  
Withinnamed “ALLOTTEE” }  
Mr./Mrs.\_\_\_\_\_ }  
 }  
 }  
 }  
 }  
 }  
In the presence of ..... }

WITNESSES

1.

2.

**RECIEPT**

RECEIVED of and from the withinnamed Allottees     )  
a sum of Rs.\_\_\_\_\_/ - (Rupees \_\_\_\_\_ )  
\_\_\_\_\_ Only) being the amount of                                     )  
deposit of Earnest Money/Booking Amount, towards     )  
part payment as within mentioned, Required to be paid     )  
by the Allottees/s to us.   )

**Rs.\_\_\_\_\_/-**  
WE SAY RECEIVED  
RUSHI REALTY (INDIA) PVT. LTD

DIRECTOR

WITNESSES:-

1.

2.

