

AGREEMENT FOR SALE

THIS AGREEMENT made at Mumbai this _____ day of _____ Two
Thousand Seventeen **BETWEEN BHAGYA CORPORATION** a partnership firm
having its principal place of business at Kamala House, Kamala City, Senapati
Bapat Marg, Lower Parel, Mumbai – 400 013 hereinafter called "**THE
PROMOTERS/DEVELOPERS**" (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 and from time to time of the said firm and their
respective heirs, legal representatives, executors, administrators and assigns) of
the **ONE PART AND** _____

having their address at _____

hereinafter called "**THE ALLOTTEE/S**" which expression shall unless it be
repugnant to the context or meaning thereof be deemed to mean and include
his/her/their heirs, legal representatives,/executors, administrators and assigns)
of the **OTHER PART**.

WHEREAS :-

- i. Kamalakar Narayan Samant & Others were the Owners of the property bearing C.T.S. No. 374/B of Village Eksar, Taluka Borivali, Borivali (West).
- ii. Kamalakar Narayan Samant & Others agreed to sell property bearing C.T.S. No. 374/B to Kanti Builders Private Limited. Dispute and differences arose between Kamalakar Narayan Samant and Others on the one hand and Kanti Builders Private Limited on the other hand, Kanti Builders Private Limited filed a suit in the Hon'ble Bombay High Court being Suit No. 1116 of 1982.
- iii. The said suit was amicably settled and Consent Terms were filed in the said Suit on 11th December, 1984 and the Hon'ble Bombay High Court passed a Consent Decree on 11th December, 1984 in terms of the said Consent Terms.
- iv. The said Consent Decree operates as Conveyance of the property bearing C.T. S. No. 374/B in favour of Kanti Builders Private Limited who are the present Owners. The said Consent Decree has been registered with the office of the Sub Registrar of Assurances at Bombay under Serial No. 2635 of 1985.
- v. The property bearing C.T.S. No. 374/B is affected by reservation and on account thereof the property bearing C.T.S. No. 374/B has naturally been subdivided into several parts of which C.T.S. No. 374B/3 forms a separate subdivided/ layout plot approved under No. CHE/1065/LOR dated 04/12/1996 of the property bearing C.T.S. No. 374/B.
- vi. Thus Kanti Builders Private Limited (the Owners) are the absolute owner of and are otherwise well and sufficiently entitled to Plot admeasuring 21818.10 Sq. Mtrs. bearing C.T.S. No. 374B/3 situate at Village Eksar Taluka Borivali more particularly described in the **First Schedule** hereunder written and hereinafter referred to as "the said larger property".

vii. The Extract of property card in respect of CTS No.374 B/3 issued by the Revenue Authorities, stands in the name of Kanti Builders Private Limited as the Owners.

viii. The Owners Kanti Builders Pvt. Ltd. submitted sub-division of the plot of land bearing CTS No.374B/3, which has been sanctioned by MCGM vide letter bearing No. CHE/1065/LOR dated 29/06/2017 and thereby the said larger property has been sub-divided in to two parts, plot IB-I comprising of notionally identified sub-plot 1 & 2 as hereinafter mentioned and plot IB-II. Plan of sanctioned sub-divided plots is more particularly marked and annexed hereto as Annexure 'A' which plot IB-I and plot IB-II are more particularly described in the Second and Third Schedule respectively and hereinafter referred to as 'said Plot IB-I' and 'said Plot IB-II' respectively.

ix. Kanti Builders, the Owners had initially, notionally identified the said Plot IB-I as follows :-

Sub-Plot - 1 - 7,200.00 Sq. Mtrs under Development of Kamala Enterprises vide Development Agreement dated 04/10/2006 read with Deed of Rectification dated 24/09/2012 more particularly described in the Fourth Schedule hereunder written, for construction of Wing A, B, D, E & F. Wing A, B, D, E & F have been duly constructed and occupation certificate have been issued by MCGM.

Sub-Plot - 2 7,200.00 Sq. Mtrs under Development of Promoters Vide Bhagya Corporation under Development Agreement dated 04/10/2006 read with Deed of Rectification dated 24/09/2012 more particularly described in the Fifth Schedule hereunder written, for construction of Wing C is under construction as

stated hereinafter and Kinder Garten School (Wing H) where as Occupation Certificate for Kindergarten School (Wing H) is issued by MCGM.

x. The said Plot IB-II is under development of Adarsh Enterprises as more particularly set out in Third Schedule hereinafter written.

xi. By an agreement dated 4th October, 2006 and Rectification dated 24th September, 2012 made between Kanti Builders Pvt. Ltd. (therein called "the Owners") and M/s. Bhagya Corporation (therein called as 'Developers' and herein called "the Promoters"), the Owners granted Development Rights to the Promoters in respect of notionally identified sub Plot - 2 admeasuring 7,200 Sq. mtrs or thereabouts, which is now forming part of sanctioned sub-divided Plot-IB-I and more particularly shown in Blue wash colour to the Annexure 'A'. (hereinafter referred to as "the said property") subject to the terms and conditions as contained in the Development Agreement dated 4th October, 2006, which property is more particularly described in the Second Schedule thereunder written, which is the same as described in the Fifth Schedule hereunder written, which is in actual and physical possession of the Promoters and hereinafter referred to as 'the said property'.

xii. The Promoters are entitled and enjoyed upon to construct Wing-C of the proposed building on the said property in accordance with the recitals hereinabove, which is consisting of two level basement plus stilt plus podium and 21 upper floors.

xiii. The Promoters have entered into standard Agreement with an Architects B. R. Gandhi & Associates, registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.

xiv. The Promoters have appointed Structural Engineer Shri Gireesh M. Rajadhayaksha for the preparation of structural designs and drawings of the

Wing and Promoters accept the professional supervision of the Architects and Structural Engineers till the completion of the Wing.

xv. M/s. Kirit Damania & Company, Advocates & Solicitors of the Promoters have issued title certificate in respect of the said property, on which Wing -C is under construction and Wing F has been completed and conveyed to _____ alongwith the lease of the land appurtenant thereto. Hereto marked and annexed as Annexure 'B' 'C' and 'D' are the copies of initial IOD dated 13th October, 1993 and commencement certificate dated 9th May, 1994 of Wing -C issued by MCGM and title certificate dated 25th April, 2015 of the said property.

xvi. The Allottee has approached the Promoters and negotiated to acquire and purchase an apartment bearing No. _____ on the ____ floor hereinafter referred to as the "said Premises" in Wing -C.

xvii. The Promoters have got all approvals from the Municipal Corporation of Greater Mumbai (MCGM) the plans, the specifications, elevations, sections of the said Wing from the various authorities from time to time, so as to obtain occupation certificate of the Wing 'C'.

xviii. While sanctioning the building plans the Municipal Corporation of Greater Mumbai (MCGM) and/or Government of Maharashtra has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said property and the Wing 'C' and upon due observation and performance of which only occupation certificate in respect of Wing 'C' shall be granted by Municipal Corporation of Greater Mumbai (MCGM).

xix. The Allottee/s has/have demanded from the Promoters and the Promoters have given inspection to the Allottee/s of Development Agreement dated 4th October, 2006 and Deed of Rectification dated 24/09/2012 and all the other documents of title relating to the said property and the plans, designs, specifications prepared by the Promoters Architect 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 made thereunder. The Allottee/s has/have approved himself/herself/themselves of all the terms and conditions on which the said property is being developed and has/have satisfied themselves about the same, as also the title and Authority of the Developers in respect of the said property viz, to develop, construct and sell residential/commercial premises being constructed by the Promoters thereon.

xx. The Promoters have accordingly commenced the construction of the said Wing in accordance with the sanctioned plan of Wing 'C'. The Allottee/s has/have applied to the Promoters for allotment of an Apartment No. _____ on _____ floor in Wing 'C'. Carpet area of the said Premises is _____ sq.mtrs and "carpet area " means the net saleable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/s but includes the area covered by the internal partition walls of the Apartment. There is also an additional "amenity area" comprising of _____ sq.mtrs. of enclosed Balcony area.

xxi. The Promoters have at the request of Allottee/s agreed to allot Apartment No. _____ on the _____ Floor in 'C' Wing proposed on the said Property on the plans thereof hereto annexed in the proposed said Wing to be known as "ANISE GROVE" at Borivali in Greater Bombay on the terms and conditions hereinafter appearing.

Prior to execution of these presence, the Allottee/s has/have paid to the Promoters a sum of Rs. _____ /-(Rupees _____ Only) being the part payment of the sale price of the Apartment agreed to be sold by the Promoters to the Allottee/s as earnest money deposit (the payment and receipt whereof the Promoters doth hereby admit and acknowledge) and the Allottee/s

has /have agreed to pay to the Promoters the balance of the sale price in the manner hereinafter appearing ;

xxii. Under the Section 13 4 of the said Act the Promoter is required to execute a written Agreement for Sale of the said Apartment to the Allottee/s being in fact these presents and also to register the said agreement under the Registration Act.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

1. The Promoters shall under normal conditions construct the said Wing as per the plans and specifications approved by Municipal Corporation of Greater Mumbai.(M.C.G.M) It is expressly agreed by and between the parties hereto that the Promoters shall be entitled to make such changes and/or alterations and additions in the said Wing plans as may be required by the Municipal Corporation of Greater Mumbai or other concerned Government authority, from time to time such alterations which the Promoters may deem fit and proper and the Allottee/s hereby irrevocably consent/s to the -Promoters/Owners carrying out such changes and/or alterations and additions. The Promoters shall further be entitled to sub-divide the said property/said Plot IB-I in two or more parts as deem fit by the Promoters and further the Promoters shall also be entitled to amalgamate the said property/ said Plot IB-I or the such sub-divided portion of the said property/ said Plot IB-I as aforesaid with any adjoining property as per rules of Municipal Corporation of Greater Mumbai or other concerned Government Authority.

Provided that the Promoters shall have to obtain prior consent in writing to the Allottee/s in respect of variations or modifications which may adversely affect the Apartment of the Allottee/s except any alteration or addition required by any Government authorities or due change in Law.

2. The Allottee/s has/have prior to the execution of this Agreement for Sale has/have inspected all approvals, permissions and sanctions and satisfied himself/herself/themselves about the title of the Promoters to the said property more particularly described in the Fifth Schedule hereunder written and the Allottee/s shall not be entitled to further investigate the title of the Promoters to the said property and no requisitions or objections shall be raised upon any matters relating thereto. A copy of the Certificate of Title issued by KIRIT DAMANIA AND COMPANY Advocates and Solicitors, is annexed hereto and marked as Annexure 'D' .

3. The Allottee/s is/are aware that development of Wing 'C' being developed by the Owners Kanti Builders Pvt. Ltd. and/or their nominees in phases.

4. The Promoters shall sell and the Allottee/s shall purchase bare-shell (without any fixtures and amenities in the Apartment) Apartment No. _____ on _____ Floor in Wing C (hereinafter referred to as "the said Wing") having carpet area of _____ Sq. Metres as shown in the red Colour boundary line in the Floor plan annexed, herewith as Annexure 'E' (hereinafter for brevity's sake referred to as "said premises") for the price of Rs. _____ /-(Rupees _____ Only) which is inclusive of the proportionate price of the common areas and facilities appurtenant to the said premises. Allottee/s agree/s to pay to Promoters the said consideration of purchase price viz, Rs. _____ /-(Rupees _____ Only) as under :-

i	Rs.	(Rupees _____ Only) i.e. 10% by cheque no. _____ dated _____ drawn on _____ as earnest money (the payment and receipt whereof the Promoters do hereby admit and acknowledge).
ii	Rs.	(Rupees _____ Only) i.e. 85% within 15 days of on execution of this Agreement
iii	Rs.	(Rupees _____ Only) i.e. 5% on Occupation Certificate.

(Time being essence of the Contract)

In addition to the above payments the Allottee/s shall also pay to the the Promoters the sum of Rs. 60,000/- (Rupees Sixty Thousand Only), being Development charges and a further amount of Rs. 2,50,000/- (Rupees Two Lacs Fifty Thousand Only) being Club House Charges. The said total amount of Rs. 3,10,000/- (Rupees Three Lakhs Ten Thousand Only) shall be paid simultaneously with the payment of the amount as stipulated in Clause 4 (iii) above.

5. (a) The total price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoters) up to the date of handing over the possession of the Apartment.

(b) 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 Promoters undertake and

agree that while raising a demand on the Allottee/s for increase in development charges, costs or levies imposed by the competent authorities etc., the Promoters 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/s, which shall only be applicable on subsequent payments.

(c) The Promoters shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the Wing is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. 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 Promoters shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoters shall demand that from the Allottee/s the Allottee/s shall be liable to pay such additional amount within 7 days. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 4 of this Agreement.

(d) The Allottee/s authorize the Promoters 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 Promoters may in its sole discretion deem fit and the Allottee/s undertake not to object/demand/direct the Promoters to adjust his payments in any manner.

6. On the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoters under this

Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) as hereinafter mentioned and on the Allottee/s committing breaches of any of the terms and conditions herein contained, the Promoters shall be entitled at their own option to terminate this Agreement.

Provided always that the power of termination hereinbefore contained shall not be exercised by the Promoters unless and until the Promoters have given to the Allottee/s fifteen days prior notice, three times, in writing of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement and default shall have been made by the Allottee/s in remedying such breach or breaches within a reasonable time after the giving of such notice.

Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Allottee/s the installments of sale price of the said premises less the earnest money which may have been paid by the Allottee/s to the Promoters and the Promoters shall also not be liable to pay to the Allottee/s any interest on the amount so refunded and upon termination of this Agreement and refund of aforesaid amount by the Promoters the Promoters shall be at liberty to dispose of and sell the said premises to such person and at such price as the Promoters may in their absolute discretion think fit.

7. Without prejudice to the above and the Promoters other rights under this Agreement and/or in law the Promoters may at their own option accept from the Allottee/s the payment of the defaulted installment with interest at the rate as prescribed as per RERA 2016 for the period for which the payment has been delayed.

8. The Allottee/s hereby agree to purchase from the Promoters and the Promoters hereby agree to sell to the Allottee/s car parking space bearing No.

_____ situated at the basement _____ and/or stilt under Wing 'C' and/or podium being constructed as per approved plan in consideration of Rs. _____/-.

9. The Fixtures, Fittings and amenities to be provided by the Promoters in the said Wing and the said premises are setout in Sixth Schedule hereunder written.

10. It is expressly agreed between the Promoters and the Allottee/s that the plans are subject to such modifications, alterations and/or substitutions as may be insisted or permissible or permitted in future by the Competent Authority appointed by the State Government Union of India and Municipal Corporation of Greater Mumbai and/or any other Public Authority as the case may be .

11. The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the said concerned local authorities, bodies at the time of sanctioning the said plans or thereafter.

12. Time is essence of the Promoters as well as the Allottee/s. The Promoters shall abide by the time schedule for completing the project and handing over the said premises to the Allottee/s and the common areas to the association of the Allottee/s after receiving the occupancy certificate. Similarly, the Allottee/s shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters as provided in clause 4 hereinabove.

13. a) Possession of the said premises shall be delivered by the end of December, 2018.

b) The Promoters shall not incur any liability if they are unable to deliver possession of the said premises by the aforesaid date if the completion of Project is delayed, by reason of non-availability of steel and/or cement or other building materials or water supply or electric power or by reason of war, civil commotion or any act of God or if non-delivery of possession is as a result of any notice, order rule or notification of the Government and/or any other public or Competent Authority or for any other reason beyond the control of the Promoters and in any of the aforesaid events, the Promoters shall be entitled to reasonable extension of time for delivery of possession of the said premises.

14. If the Promoters fail or neglect to give possession of the Apartment to the Allottee/s on account of reasons beyond their control or their agents by the agreed date then the Promoter shall be liable on demand to refund to the Allottee/s amount already received with interest at the same rate as prescribed under RERA herein from the date of demand, till the date amount is repaid.

15. While developing the said plot IB-I the Promoters /Owners and or their nominees have utilised / shall utilise Floor Space Index (F.S.I.) of any other land or property by way of T.D.R. Index and /or any other FSI permissible on the said Plot-IB-I and the said property and also Fungible FSI, FSI in lieu of Public Parking /Rental Housing and any such Floor Space Index and for that purpose submit Revised plans for interchange/shift of such F.S.I., against the F.S.I. already consumed in the said Wing/ without any further reference or recourse or

consent from the Allottee/s and the organization of prospective Allottee/s of premises in the said Wing. If any time prior to or even after the execution of the conveyance as hereinafter appearing the Floor Space Index at present applicable to the said Plot IB-I including the said property is increased, such increase shall ensure for the benefit of the Promoters and their nominees alone, without any benefit to the Allottee/s.

The Promoters hereby declare that Floor Space Index (FSI) available as on date in respect of Wing C on the said property is 6676.48 sq.mtrs only and which is inclusive of basic FSI, TDR FSI, & FSI on payment of premium as permissible under the rules and regulations.

16. The Promoters hereby agrees that it shall, before handing over possession of the Apartment to the Allottee/s and in any event before execution of a conveyance of the said structure of the said wing in favour of a corporate body to be formed by the Allottee/s Allottee/s of Apartments in the wing to be constructed on the said property (hereinafter referred to as " the Society"/"the Limited Company") make full and true disclosure of the nature of its title to the said structure of the said wing as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said structure of the said wing and shall, as far as practicable ensure that the said structure of the said wing is free from all encumbrances and that the Owners/the Promoters has/have absolute, clear and marketable title to the said structure of the said wing, so as to enable it to convey the said structure of the said wing to the said Society/Limited Company with absolute, clear and marketable title on the execution of a conveyance of the said structure of the wing by the Promoters in favour of the said Society/Limited Company, within three months of obtaining occupation certificate/completion certificate in respect of the said wing or on receipt of minimum of 60% of the total Allottee/s in such a wing have taken

possession and the Promoters has received the full consideration of such Allottee/s whichever is earlier.

17. The Promoters hereby agrees that it shall, before handing over possession of the said property to the Apex Body formed of all the Societies or Limited Company of the said Plot IB-I as its members and in any event before execution of a conveyance of the said Plot IB-I in favour of a Apex Body to be formed by the Societies or Limited Companies formed for each of the wing constructed/to be constructed on the said Plot IB-I (hereinafter referred to as "the Apex Body" or " Holding Company") make full and true disclosure of the owners title to the said Plot IB-I as well as encumbrances, and the Promoters entitlement if any, including any right, title, interest or claim of any party in or over the said Plot IB-I and shall, as far as parcticable, ensure that the said Plot IB-I is free from all encumbrances and that the Owners/the Promoters have absolute, clear and marketable title to the said Land, so as to enable it to convey the said Plot IB-I to the said Apex Body/Federation/Holding Company with absolute, clear and marketable title on the execution of a conveyance of the said Plot IB-I by the Promoters in favour of the said Apex Body/Federation/Holding Company, within three months of registering the Society or Company of the Apartment Allottee/s of the last wing constructed on the said Plot IB-I.

18. Procedure for taking possession;

(i) The Promoters, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the said premises to the Allottee/s in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the Promoters shall give possession of the said premises to the Allottee/s. The Promoters agree and undertake to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter/s. The Allottee/s agree to pay the maintenance charges as

determined by the Promoters or Association of Allottee/s, as the case may be. The Promoters on its behalf shall offer the possession to the Allottee/s in writing within 15 days of receiving the occupancy certificate of the Project.

(ii) The Allottee/s shall take possession of the said premises within 15 days of the Promoters giving written notice to the Allottee/s intimating that the said premises are ready for use and occupation.

(iii) Failure of Allottee to take possession of the said premises. Upon receiving a written intimation from the Promoters as per clause 18, the Allottee/s shall take possession of the said premises from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the said premises to the Allottee/s. In case the Allottee/s fail to take possession within the time provided in clause 18 (ii) such Allottee/s shall continue to be liable to pay maintenance charges as applicable.

(iv) If within a period of five years from the date of handing over the said Premises to the Allottee/s, provided that the Allottee/s or Allottee/s of the adjacent of below or above has/have not carried out any additions/alteration to the respective premises, the Allottee/s bring to the notice of the Promoters any defect in the said premises (save and except waterproofing of all W/C's in the said Premises and internal plumbing, as this work shall be done by the Allottee/s at his/her/their own cost) or the building in which the said premises are situated or the material used therein, then, wherever possible such defects shall be rectified by the Promoters at his own cost and in case it is not possible to rectify such defects shall be rectified by the Promoters, then the Allottee/s shall be entitled to receive from the Promoters compensation

for such defects, or change. If there is a dispute regarding any defect in the Wing or material used the matter shall within a period of five years from the date of handing over possession, on payment of such fee as may be determined by the Regulatory Authority, be referred for to Adjudicating Officer appointed under section 72 of the Real Estate (Regulation and Development) Act, 2016.

19. The Allottee/s shall use the said Premises or any part thereof or permit the same to be used only for the purpose of residence. He /she/they shall use the garage or parking space only for the purpose of keeping or parking the Allottees/s owned vehicle.

20. The Allottee/s alongwith other Allottee/s of Apartments in the Wing shall join in forming and registering the Society or a Limited Company to be known by such name as the Promoters 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 the registration of the Society 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 Promoters within seven days of the same being forwarded by the Promoters to the Allottee/s, so as to enable the Promoter to register the common organization of Allottee/s. No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft by-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

21 (i) The Promoters shall within Three months of registration of the Society or Limited Company, as aforesaid, cause to be transferred, cause to be transferred to the Society or Limited Company all the right, title and the

interest of the Promoters in the said structure of the Wing or wing in which the said premises is situated.

(ii) The Promoters 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 Promoters in the said Plot IB-I on which the multiple wings or buildings are constructed by joining the hands of other Promoters and all concerned persons who are having interest in the said Plot IB-I.

(iii) Within 15 days after notice in writing is given by the Promoters to the Allottee/s that the Apartment is ready for use and occupation, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Apartment) of outgoings in respect of the said property and Wing 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 said property and Wing Until the Society or Limited Company is formed and the said structure of the wings is transferred to it, the Allottee shall pay to the Promoters such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee/s share is so determined the Allottee/s shall pay to the Promoters provisional monthly contribution of Rs. 5000/- per month towards the outgoings. The amounts so paid by the Allottee/s to the Promoters shall not carry any interest and remain with the Promoter/s until a conveyance of the structure of the said wing is executed in favour of the Society or a Limited Company as aforesaid. On such conveyance being executed for

the structure of the wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters to the Society or the Limited Company, as the case may be. The Allottee/s undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non payment or default in payment of outgoings on time by Allottee/s shall be regarded as the default on the part of the Allottee and shall entitle the Promoter to terminate this Agreement in accordance with the terms and conditions contained herein.

22. The Allottee/s shall on or before delivery of possession of the said premises keep deposited with the Promoters, the following amounts;

- (i) Rs. 600/- (Rupees Six Hundred Only) for share money, application entrance fee of the Society or Limited Company/Federation/Apex Body.
- (ii) Rs. 20,000/- (Rupees Twenty Thousand Only) for formation and registration of the Society or Limited Company/Federation/Apex Body.
- (iii) Rs. 1,00,000/- (Rupees One Lakh Only) for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company Federation/Apex Bombay.
- (iv) Rs. 30,000/- (Rupees Thirty Thousand Only) for deposit of electrical receiving and Sub-station provided in layout.

23. The Allottee/s shall pay to the Promoters a sum of Rs.15,000/- (Rupees Fifteen Thousand Only) for meeting all legal costs, charges and expenses including professional costs of the Attorney -at -Law Advocates of the Promoters in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations

and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

At the time of registration of conveyance of the structure of the wing of the building, the Allottee/s shall pay to the Promoters, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or any document or instrument of transfer in respect of the structure of the said wing. At the time of registration of conveyance of the said Plot IB-I, the Allottee/s shall pay to the Promoters the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or any document or instrument of transfer in respect of the said Plot IB-I to be executed in favour of the Apex Body or Federation.

24. The Promoters shall convey the said Wing in favour of Society in terms hereof and in respect of the said Plot IB-I the Promoters shall join their hands alongwith other Promoters with the Owners. Only after the completion of entire development of the said Plot IB-I with the Floor Space Index (F.S.I.) permissible/available by way of Transfer of Development Rights (T.D.R.), Fungible Floor Space Index further in lieu of construction of Public Parking Buildings/Rental Housing as prevailing as of this date or as may be available in future to be handed over to Municipal Corporation of Greater Mumbai (M.C.G.M.) /Government of Maharashtra and further by virtue of any amendment in law applicable or any notification or order passed by Government of Maharashtra or Union of India or M.C.G.M. or any other Public or Private body or authority as the case may be in all respect then the common amenities will be transferred to the Apex Society formed of all the Buildings/Wings constructed on the said Plot IB-I. The Allottee/s is aware that the Public Buildings/Rental Housing Building and/and any such other building in lieu of Floor Space Index proposed to be constructed are to be handed over to Public

Authorities and the Promoters/Owners and their nominees will be executing Documents/Transfer Deeds in favour of the Public Authorities as may be insisted upon by the Public Authorities. The Transfer Deed/ document of the said Plot IB-I will be executed by the owners with the confirmation of the Promoters herein and other Promoters only after the entire development of said Plot IB-I is completed and Apex Society is being formed and registered by the different Societies of the said Plot IB-I within Three months from the date of registration of such last Society on the said Plot IB-I.

25. It is expressly agreed between the Promoters and the Allottee/s that the Owners/ and/or its nominees, inter alia, Promoters shall be entitled to use and utilise and deal with or dispose of or alienate or encumber the said Plot IB-I and the said property and the Allottee/s shall have right restricted in respect of the said premises respectively alone and actual transfer as recited hereinabove shall only take place upon the said Wing being duly constructed and handed over to the Allottee/s by the Promoters and only upon any Co-Operative Society, is formed of all the prospective Allottee/s of premises in the said Wing and the structure of the said Wing as aforesaid is conveyed to such Co-Operative Society and the Allottee/s do/doth hereby irrevocably declare/s and confirm/s that he/she/they have no objection to the Promoters developing the said property and the Owners Kanti Builders Pvt. Ltd. and/or their /Nominees developing the Plot IB-I in such manner as may be desired by the Owners and/or their nominees without any further reference or recourse or consent or concurrence of the Allottee/s.

26. The Promoters hereby represent and warrant to the Allottee/s as follows:

- (i) The Owners have clear and marketable title with respect to the said property; as declared in the title report annexed to this Agreement and has the requisite rights to carry out development upon the said property and also has actual,

physical and legal possession of the said property for the implementation of the development.

- (ii) The Promoters have lawful rights and required 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.
- (iii) There are no encumbrances upon the said property or the development except those disclosed in the title report.
- (iv) There are no litigations pending before any Court of Law with respect to the said property or development except those disclosed in the title report;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the development, said property and said 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 development, said property and said Wing shall be obtained by following due process of Law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the development, the property, Wing and common areas;
- (vi) The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
- (vii) The Promoters have 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 said property , including the Project and the said Premises which will, in any manner, affect the rights of Allottee/s under this Agreement.

- (viii) The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Premises to the Allottee/s in the manner contemplated in this Agreement.
- (ix) At the time of execution of the Conveyance Deed of the structure to the Association of Allottee/s the Promoters shall handover lawful, vacant, peaceful physical possession of the structure to the Association of the Allottee/s.
- (x) The Promoters have duly paid and shall continue to pay and discharge undisputed Governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Wing 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 Promoters in respect of the said property and/or the development except those disclosed in the title report

27. The Allottee/s doth hereby agree;

- (i) To bear and pay his/her/their proportionate share of all outgoings, cesses, taxes, rates and other charges including betterment charges, maintenance charges, water charges, electricity bills in respect of the said premises as may be determined by the

Promoters on 5th of each and every month without any delay or default, time being the essence of the contract.

(ii) To complete the waterproofing with respect to their internal plumbing, fittings and fixtures within the said Premises so as to not cause any damage or seepage to the said Wing and/or Flats/Apartments below the said premises.

(iii) In the event of any amount by way of security deposit being payable to the Municipal Corporation of Greater Mumbai or to the State Government or any other payments of a similar nature in respect of the said property or any part thereof and/or the structure or structures to be constructed thereon for the purpose of giving water and electricity connection or any other tax or payment of a similar nature becoming payable by the Promoters, the same shall be paid and/or reimbursed by the Allottee/s to the Promoters within 15 days from the date of demand in proportion to the area of the said premises and in determining such amount, the decision of the Promoters shall be final, conclusive and binding upon the Allottee/s.

(iv) the Promoters shall have right to make any addition, alteration, change or substitution of the building plans in respect of the other said Wing in which the said premises are located and also to make any alteration in the layout submitted in respect of the said plot IB-I and said property without any further or other consent or concurrence from the Allottee/s, but without changing the areas and location of the said premises and the authority as contained herein shall be deemed to be a specific authority specifically granted to make changes and alterations in the existing plans as required and provided under RERA 2016.

(v) The Owners or its nominees alone shall be entitled to any F.S.I. which may become available in respect of the Plot IB-I and the said property at any time hereafter by virtue of any change in the layout or virtue of release of any portion or portions from the reservation or recreation ground or by virtue of any amendment in the law applicable or any notification or order passed by Government of Maharashtra or Union of India or Mumbai Municipal Corporation or any other Public or Private body or authority, as the case may be, and the Allottee/s further confirm/s that the Owners/ Promoters shall be entitled to utilise the said F.S.I. by constructing additional building or Wings or floor or floors or tenement or structures on the said Plot IB-I and the said property as the Owners/Promoters may desire without any lawful interruption, dispute or objection by the Allottee/s and for that purpose submit Revised plans for interchange /shift of such FSI against the F.S.I. already consumed in the said Wing/ without any further reference or recourse or consent from the Allottee/s or Co-Operative Society, or any other body or organization of prospective Allottee/s of premises in the said Wing in any manner whatsoever.

vi) The Allottee/s Purchaser/s hereby expressly agree/s that he/she/they has/have no objection to the Owners/Promoters and or their nominees using utilising and exploiting the said Plot IB-I and the said property and constructing Wing / building or buildings and erect tenaments and premises and use the same for such purpose or purposes as may be permissible and the Allottee/s has/have no objection to any residential/Commercial /shopping /educational /theatre /hotel/ nursing home /maternity home or any other purpose or purposes for which the same are used by any

person or party to whom the Owners/Promoters and or their nominees may sell or allot the premises.

(vii) The allottee/s 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 or protection and maintenance of the said Wing and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions of this Agreement and any laid down by the Society/Limited Company/Apex Body/Federation regarding the occupation and use of the said Premises in the Wing and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

(viii) Till a conveyance of the structure of the Wing in which Apartment is situated is executed in favour of the Society/Limited Society, 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 Wings or any part thereof to view and examine the state and condition thereof. Till a conveyance of the said property on which the Wing in which the said Premises is situated is executed in favour of the Apex Body or Federation, the Allottee/s shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all

reasonable times, to enter into and upon the said property or any part thereof to view and examine the state and condition thereof.

(ix) The Promoters shall be entitled to utilise the money received from the Allottee/s as deposits for payments of the Municipal rates and taxes and other outgoings in case the Allottee/s making any default in payment thereof regularly as agreed to herein by him/her/them. After the said Society as aforesaid shall have been formed and registered and the said Wing alongwith execution of conveyance of the structure the said Wing shall have been transferred to the said Society, the Promoters shall hand over the said deposits or the balance to such society.

(ix) The Allottee/s doth/do further Agree and undertake that on being placed in possession of the said premises the Allottee/s shall not at any time demolish or cause to be done any additions, alterations, changes, amendments of whatsoever nature in the said premises or any part thereof or in the exterior of the said premises including painting the exterior of the said premises in any manner whatsoever without the prior permission of the Promoters in writing first obtained in that behalf. The Allottee/s also agree/s and undertake/s not to enclose the projections, refuge areas and other area and make any loft or mezzanine floor or area in the said premises and not to make any projections from the said premises in any manner whatsoever. The Allottee/s doth/do further agree and undertake not to use the said premises for any purpose other than for which it is agreed to be sold to the Allottee/s and not to make or do any change of user in the said premises in any manner whatsoever. The Allottee/s shall keep the said premises, walls, partition walls, sewers, drains, pipes and meters appurtenant

thereto into good and tenantable repairs and conditions and particular so as to provide shelter and protect the parts of the said Wing other than his/her/their premises.

28. The Allottee/s of himself/themselves with intention to bring all persons into whose hands the said Premises may come, hereby covenants with the Promoters as follows;

(i) 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 said Wing in which the said 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 Wing in which the said Premises is situated and in case any damage is caused to the said Wing in which the said Premises is situated or the said Premises on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.

(ii) To carry out at his own cost all internal repairs to the said Premises in the same condition, 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 Wing in which the said Premises is situated or the said Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority and/or other public authority. 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 local authority and/or other public authority.

(iii) 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 of whatever nature in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour, scheme of the said Wing in which the said Premises is situated and shall keep the portion, sewers, drains and pipes in the said 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 said Wing in which the said 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 said Premises without the prior written permission of the Promoters and/or the Society or the Limited Company.

(v) 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 Premises in the compound or any portion of the said property and the Wing in which the said Premises is situated.

(vi) The Allottee/s shall have no claims save and except in respect of the said premises agreed to be purchased by him/her/them. All open spaces, parking spaces, lobbies, lifts, terrace-flats, water tanks, recreation spaces etc. will remain as the absolute property of the Promoters until the said Wing is

transferred by the Owners to the Apex Body/Federation, but subject to the right of the Promoters as herein provided.

- (vii) The Promoters shall be entitled to sell and/or dispose of all or any of the unsold premises from time to time to such person or persons or to such body and to charge such consideration or moneys or price as the Promoters may in their absolute discretion think fit. It is further agreed that the consideration of price so received by the Promoters shall be appropriated by the Promoters for their own absolute use and benefit and the Allottee/s or any Society shall not raise or make any objection or claim thereto at any time and that the Allottee/s and the said Society shall admit such Allottee/s of such flats, garages or any other premises from the Promoters as a member or members of such Society in respect of such premises purchased by him/her/them & shall further allow such Allottee/s or Allottee/s to occupy and enjoy flats, garages or any other premises without demanding any sum or sums from him/her/them towards the purchase price or rent or compensation for such flats, garages or other premises subject however to other provisions of the Bye-laws and Regulations of the said Society.

- (vii) In the event of the said Society being formed and registered before the sale and disposal by the Promoters of all the premises in the said Wing, the power and authority of the said Society so formed of the Allottee/s s and other Allottee/s of the premises shall be subject to the overall control & power of the Promoters in any of the matters concerning the said Wing and other construction and completion thereof and all amenities pertaining to the same and in particular the Promoters shall have

absolute authority and control as regards the unsold premises in the said Wing and the disposal thereof.

(viii) So long as it does not in any way effect or prejudice the rights hereunder granted in favour of the Allottee/s in respect of the said premises agreed to be purchased by the Allottee/s, the Promoters shall be at liberty to sell assign, transfer, mortgage or otherwise deal with or dispose of their right, title or interest in the said property or in the said Wing to be constructed by the Promoters without any consent or concurrence of Allottee/s in that behalf on the same terms and conditions as contained in this Agreement and the person or party nominated by the Promoters shall be deemed to be the Promoters in place and stead of the Promoters herein.

(ix) As soon as the said Wing is notified by the Promoters as complete each of the Purchasers of the various premises (including the Allottee/s) shall pay the respective arrears of the price along with the amount of stamp duty and Registration charges payable by the Allottee/s within 7 (Seven) days of such notice served individually or to be put in any prominent place in the said Wing. If the Allottee/s fail to pay such arrears and demands as aforesaid in spite of the said notice, to be given three times, the Promoters will be entitled to terminate the Agreement by forfeiting the earnest money and refunding without interest the balance amount of installments already paid and in such event the Promoters will be entitled to deal with or dispose of the said Premises in any manner as it may deem fit.

(x) The Promoters shall in respect of any amount remaining unpaid by the Allottee/s under the terms and conditions of this Agreement have a first lien and charge on the said premises agreed to be purchased by the Allottee/s.

(xi) On execution of the conveyance as aforesaid, the maintenance of the said Wing and all expenses/taxes betterment charges shall be paid by the Allottee/s in respect of the wings by the Registered Society. The common areas of Basement + podium parkings + R.G. + Health Club on podium in the said property /shall be the maintained by the Promoters for which the Allottee/s shall pay an amount of Rs.1,500/- per Apartment being proportionate maintenance charges in respect of the maintenance of common areas in the said Plot IB-I which amount may be revised from time to time and for which a Security Deposit of Rs. 50,000/- shall be kept deposited with the Promoters and the said Security Deposit or the balance shall be transferred to the Apex Society. Any delay in payment of the aforesaid proportionately maintenance charges shall be a breach of terms and conditions under this Agreement.

(xii) The Allottee/s shall maintain at his/her/their own costs the said premises agreed to be purchased by him/her/them in the same good condition, state and order in which it is delivered to him/her/them and shall abide by all the Bye-laws, Rules and Regulations of the Government, Municipal Corporation of Greater Mumbai and the Bombay Suburban Electric Supply Company Limited, the Society or any concerned body or authority (and any

other) authorities and the local bodies and shall attend to answer and be responsible for all actions and violations of any of the conditions or rules or Bye-laws and shall observe and perform all the terms and conditions contained in this Agreement and shall indemnify and keep indemnified the Promoters and their estates and effects against any costs, charges, expenses, losses or damages or claims or demands.

(xiii) The Allottee/s hereby agree/s and undertake/s that on the Promoters deciding to form a Co-Operative Society of the various premises Allottee/s then in that event the Allottee/s shall become a member/s of such Co-Operative Society in the manner herein appearing and also from time to time sign and execute the applications for registration and other forms, papers, documents necessary for the formation and the registration of the said Society including the Bye-laws of the proposed Society and duly filled in, sign and return within 7(seven) days of the same being forwarded by the Promoters. No objection shall be raised to the draft Bye-Laws as may be required by the Registrar of Co-Operative Societies or the other Competent Authority. The Allottee/s shall be bound from time to time to sign all papers, forms and documents and to do all other things as the Promoters may require him/her/them to do from time to time for safeguarding the interest of the Promoters and other Purchaser/s of flats/shops/garages/ other premises in the said Wing and/or said Land. Failure to comply with the provisions of this Clause will render this Agreement ipso facto to come to and end.

(xiv) The Allottee/s shall not without the written permission of the Promoters let, sublet, sell, convey transfer, mortgage, charge, or in any way encumber or deal with or dispose of his/her/their premises or any part thereof or allow any person or party to occupy the said premises or any part thereof not assign, underlet or part with his/her/ their interest under or benefit of this Agreement for Sale or in the said premises until the execution of Conveyance in favour of a Co-Operative Society formed of the Allottee/s of the various premises of the said Wing in terms hereof and till the Allottee/s shall have paid to the Promoters in full all moneys payable to the Promoters under this Agreement for Sale.

(xv) In the event of Municipal Corporation or any other Govt. Body or agency seeks consent/NOC from Allottee/s or the Society of such Allottee/s for future development on the said Plot IB-I it is expressly agreed that the Allottee/s hereby grant such irrevocable NOC/Consent for that purpose.

(xvi) The Allottee/s shall permit the Promoters and their surveyor and agents with or without workmen and others at all reasonable times to enter into and upon his/her/their premises or any part thereof for the purpose of repairing any part of the said Wing and for laying/replacing/repairing cables, water covers, gutters, wires, structures- and other convenience belonging to or servicing or used for the said Wing and for similar purposes of laying down maintaining, repairing and testing drainages, gas and water pipes and electric wires and also for the purpose of cutting off the supply of water to the premises in the said Wing in respect whereof the

Allottee/s or the Occupiers of such or other premises, as the case may be shall have committed defaults in paying his/her/their share of the water tax and/or other outgoings and the electric charges or any charges and dues.

(xvii) After the possession of the said premises is handed over to the Allottee/s and any additions or alterations in or about or relating to the said Wing are required to be carried out by the Government, Municipal Corporation of Greater Mumbai or any other statutory authority, the same shall be carried out by the Allottee/s of the said premises in the said Wing at his/her/their own costs and the Promoters shall not be at any time be in any manner liable or responsible for the same or any part thereof.

(xviii) The Allottee/s shall not do or permit to be done any act or thing which may render void or voidable any insurance of any premises or any part of the said Wing or cause any increased premium to become payable in respect thereof or which may or is likely to cause nuisance or annoyance to the occupiers of the other premises in the said Wing and/or adjoining buildings.

(xxi) Any delay or indulgence by the Promoters in enforcing the terms and conditions of the Agreement for sale or any forbearance or giving time to the Allottee/s shall not be considered as a waiver on the part of the Promoters of any breach or non-compliance of any of terms and conditions of this Agreement for sale by the Allottee/s nor shall the same in any manner prejudice the remedies of the Promoters.

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

31. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in Law, of the said Apartments or of the said property and Wing or any part thereof.

32. After the Promoters execute this Agreement its shall not mortgage or create a charge on the said 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/s who has taken or agreed to take said Premises.

33. Forwarding this Agreement to the Allottee/s by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the Schedules alongwith the payments due as stipulated in the Payment Plan within 30 days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoters. If the Allottee/s fail to execute and deliver to the Promoters this Agreement within 15 days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Allottee/s for rectifying the default, which if not rectified with 7 days from the date of its receipt by the Allottee/s , application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s, in connection therewith, after deduction of earnest money deposit, shall be returned to the Allottee/s without any interest or compensation whatsoever.

34. This Agreement, alongwith its Schedules, constitutes the entire Agreement between the parties with respect to the subject matter hereof and superseded 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 Premises as the case may be.

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

36. 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 Development shall equally be applicable to and enforceable against any subsequent Allottee/s of the said Premises in case of a transfer, as the said obligations go along with the said Premises for all intents and purposes.

37. 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.

38. Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottee/s in development, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Wing.

39. 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.

40. The execution of this Agreement shall be completed only upon its execution by the Promoters through its authorized signatory at the Promoters' Office and after the Agreement is duly executed by the Allottee/s and the Promoters 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 Mumbai.

41. The Allottee/s and/or Promoters shall present this Agreement as well as the conveyance/ 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.

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

_____ Name of Allottee

Address

Notified Email ID:

M/s. _____ Promoters' name

Address

Notified Email ID:

43. It shall be the duty of the Allottee/s and the Promoters 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 Promoters or the Allottee/s, as the case may be.

44. That in case there are joint Allottee/s all communications shall be sent by the Promoters to the Allottee/s 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 Allottee/s.

45. 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 courts of Mumbai will have the jurisdiction for this Agreement.

46. The Stamp duty and registration charges in respect of this Agreement and any Document pursuant thereof conveying the said Wing in favour of such Society in respect of each premises thereto shall be borne and paid by all the Allottee/s of the premises and/or the said Society and Stamp duty and Registration charges conveying the said Plot IB-I to the Apex Societies as within mentioned shall be borne and paid by the Allottee/Society/Apex Society and the Promoters shall not contribute anything towards such expenses. The proportionate share of such costs, charges and expenses payable by the Allottee/s shall be paid by him/her/them immediately on demand by the Promoters.

47. The Allottee/s will lodge this Agreement for registration with Sub-Registrar of Assurance at Mumbai and the Promoters will attend the Sub-Registry and admit execution thereof after the Allottee/s inform/s them of the number under which it is lodged for registration by the Allottee/s

48. The Allottee/s shall pay the GST payable on this Agreement. The Allottee/s further undertake to pay any other taxes which may be imposed by any enactment in existing and future law by State Government or Union of India or any Public Authority, in future as the case may be, in respect of this Agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO :
(DESCRIPTION OF THE ENTIRE PROPERTY).

ALL that piece or parcel of land or ground situate at Village Eksar, Taluka Borivali in Mumbai Suburban District and in the Registration District and Sub-District of Mumbai City and Mumbai Suburban bearing C.T.S. No. 374 B/3 admeasuring 21818.10 sq. mts.(Twenty one thousand eight hundred eighteen and point ten Square Metres Only) plan hereto annexed and bounded as follows:-

- On or towards the North : By 13.40 mt. vide D.P. Road bearing C.T.S.No.374B/1.
- On or towards the South : By D.P. Reservation bearing C.T.S. No 374B/6.
- On or towards the East : By 18.30 mt. vide D.P. Road bearing C.T.S. No.374B/1.
- On or towards the West : By plot bearing C.T.S. No. 374B/2.

THE SECOND SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF PROPERTY PLOT - IB-I)

All that piece and land admeasuring 14400.00 Sq. Mtrs bearing CTS No. 374B/3(pt) of Village Eksar forming part of the land described in the First Schedule and bounded as under :-

- On or towards North : By 13.40 Mtrs D.P. Road bearing CTS No. 374B/1.
- On or towards South : By Reservation of P.G. bearing CTS No. 374B/6.
- On or towards West : By property bearing CTS No. 374B/2.
- On or towards East : Partly by property bearing CTS No. 374B/3(pt) (Sub-divided Plot - II) and partly by 18.30 mt D.P. Road.

THE THIRD SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF PROPERTY PLOT -IB-II) UNDER DEVELOPMENT OF
ADARSH ENTERPRISES

All that piece and land admeasuring 7418.10 Sq. Mtrs bearing CTS No. 374B/3(pt) of Village Eksar forming part of the land described in the First Schedule and bounded as under :-

- On or towards North : Part of property bearing CTS No. 374B/3(pt) (Sub-Plot - IB-I
- On or towards South : By Reservation of P.G. bearing CTS No. 374B/6.
- On or towards West : Part of property bearing CTS No. 374B/3(pt)

Plot – IB-I

On or towards East : By 18.30 mt D.P. Road bearing CTS No. 374B/1

THE FOURTH SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF PROPERTY UNDER DEVELOPMENT OF
M/S. KAMALA ENTERPRISES)

ALL that piece or parcel of land or ground situate at Village Eksar, Taluka Borivali in Mumbai Suburban District and in the Registration District and Sub-District of Mumbai City and Mumbai Suburban bearing Part of C.T.S. No. 374 B/3 admeasuring 7,200.00 sq. mts. (Seven thousand two hundred Square Metres Only) being part of the land described in the Second Schedule hereinabove written and bounded as follows:

On or towards the North: By 13.40 mt. vide D.P. Road bearing C.T.S.No.374B/1.

On or towards the South: By remaining portion of C.T.S.No.374B/3 Plot IB-I

On or towards the East: By portion of C.T.S.No.374B/3, Plot IB-II

On or towards the West: By remaining plot bearing C.T.S. No. 374B/3. Plot IB-I.

THE FIFTH SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF PROPERTY UNDER DEVELOPMENT OF
M/S. BHAGYA CORPORATION)

ALL that piece or parcel of land or ground situate at Village Eksar, Taluka Borivali in Mumbai Suburban District and in the Registration District and Sub-District of Mumbai City and Mumbai Suburban bearing Part of C.T.S. No. 374 B/3 admeasuring 7,200.00 sq. mts. (Seven thousand two hundred Square Metres Only) and bounded as follows :-

On or towards the North: By 13.40 mt. vide D.P. Road bearing C.T.S.No.374B/1 and remaining portion of property bearing C.T.S. No. 374B/3 Plot IB-I

On or towards the South : By portion of property bearing C.T.S. No. 374B/6.

On or towards the East : By remaining portion of property bearing No.374B/3 (pt) Plot IB-II

On or towards the West : By property bearing C.T.S.No.374B/2.

THE SIXTH SHEDULE ABOVE REFERRED TO
LIST OF AMENITIES/FIXTURES.

1. Three OTIS Lift .
2. Exterior of the building to be painted with Tex Paints.

3. Air conditioned Main Entrance Lobby to be decorated with Italian Marble finish and Plaster of Paris with decorative lights.
4. Landscaped Garden and paving with tiles around the building and children play equipments.
5. Elevations as shown on the plan.
6. Staircases to be tiled with Kotah stone
7. Lifts Frame with Granite and Wall P.O.P.
8. Common lobbies on each floor with 600mm X 600mm vitrified tiles.
9. Intercom system.

A. Common Areas and Facilities.

1. Compound in the said property around the said Wing subject to right of user of open car-parking spaces and car parking in the parking levels allotted/ to be allotted to the respective Allottees.
2. Staircase area and lift area of the said Wing including the main landing for the purpose of ingress and egress but not for the purpose of storage and/or recreation .

B. Limited Common Areas and Facilities.

1. Landing and passage in front of the stairs on the floor on which the particular Flats/Shops/Offices is located as a means of access to the Flats/ Shops/Offices/Premises but not for the purpose of storage or recreation area or for sleeping.
2. This Landing and passage is limited for the use of the buyers of the Flats/Shops/Offices/Premises located on that particular floor and for visitors thereto but is subject to means of access for reaching the other floors available to all buyers and visitors.

IN WITNESS WHERE OF, THE PARTIES HERETO HAVE HEREUNTO SET
AND SUBSCRIBED THEIR RESPECTIVE HANDS, THE DAY AND THE YEAR
HEREINAFTER WRITTEN.

SIGNED SEALED AND DELIVERED]

By the withinnamed 'Prompters'.]

M/S. BHAGYA CORPORATION]

in the presence of]

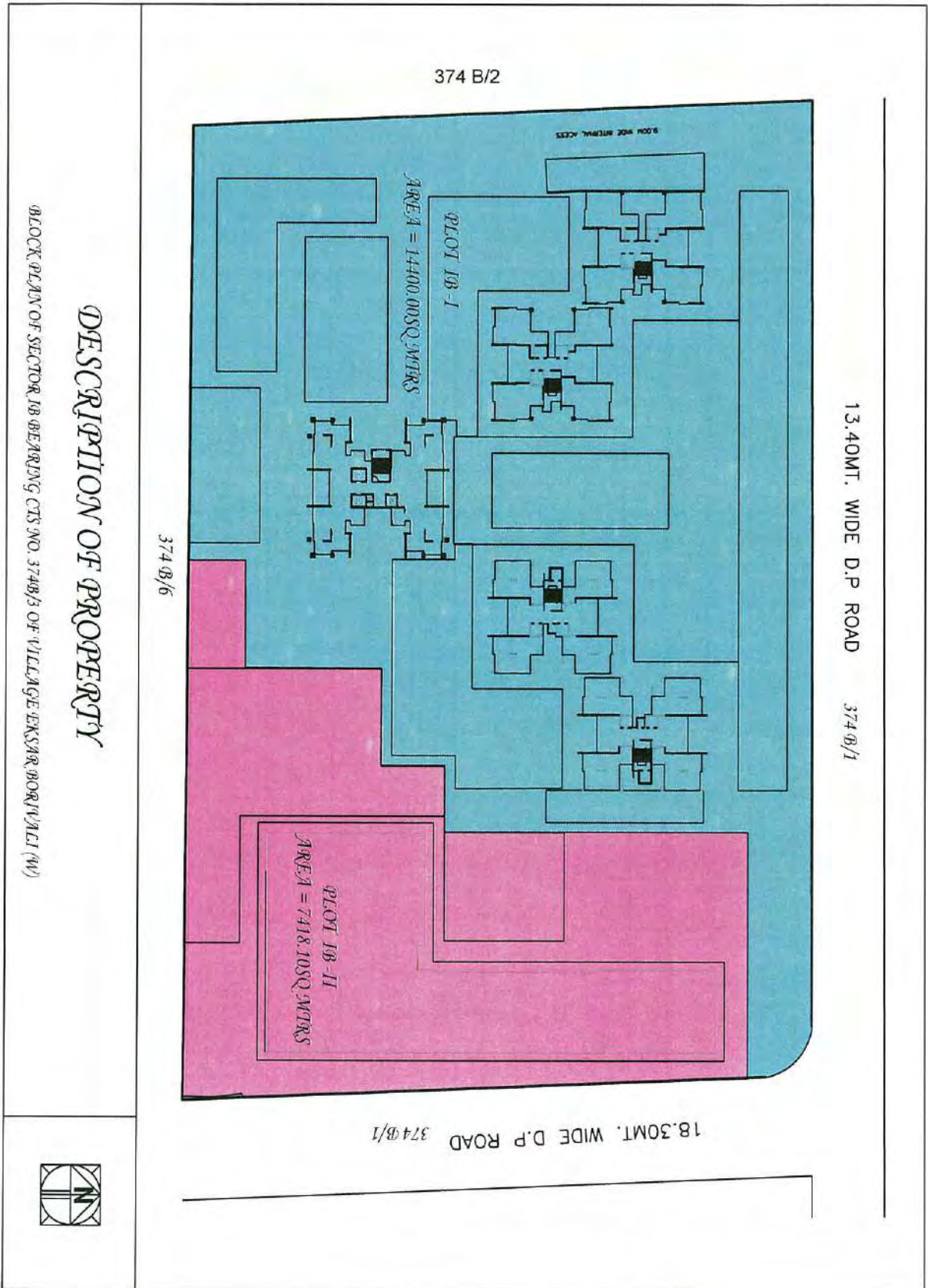
SIGNED SEALED AND DELIVERED]

By the withinnamed 'Allottee/s'.]

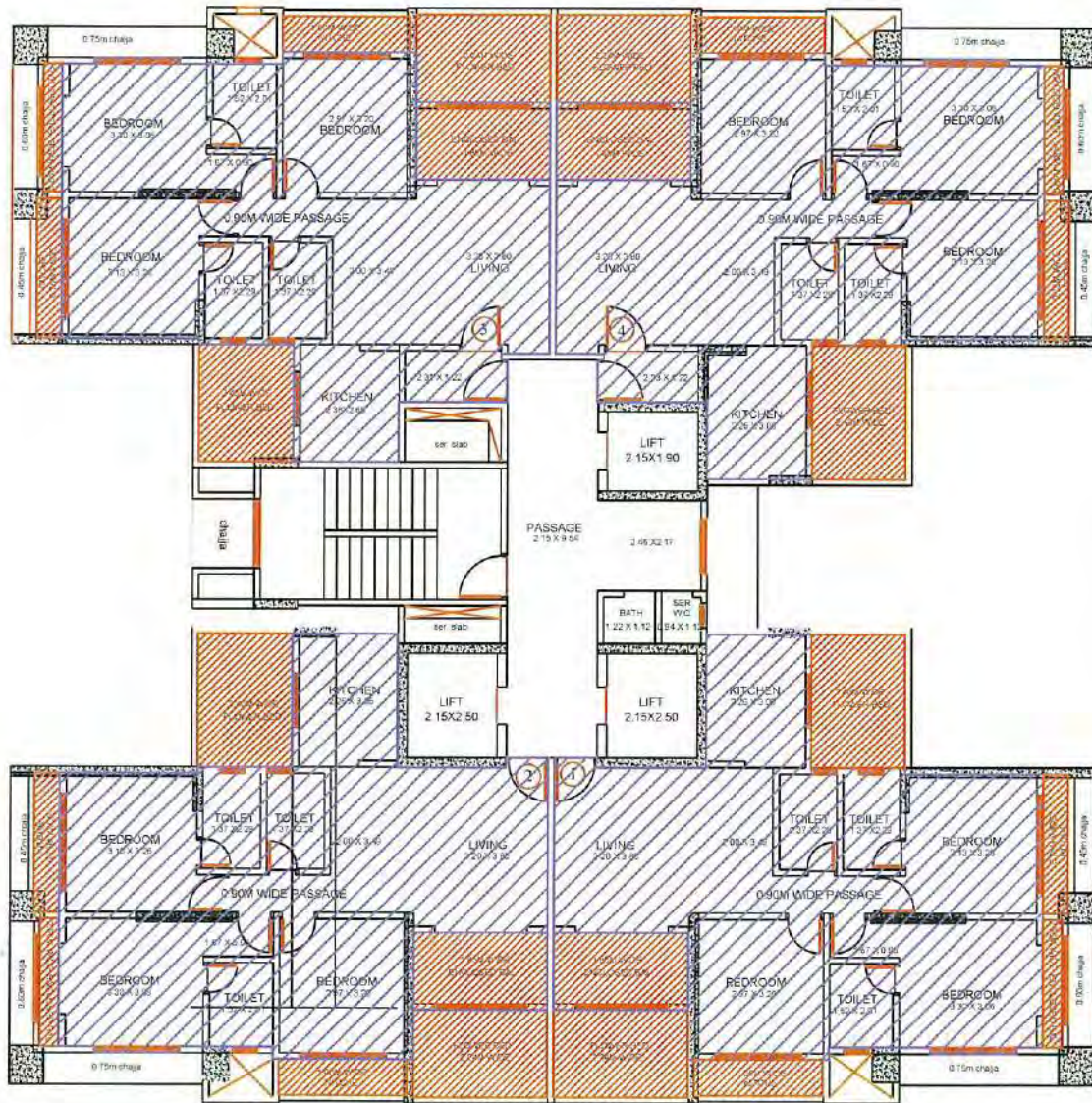
_____]

in the presence of]

ANNEXURE - 'A'



ANNEXURE - 'E'



TYPICAL FLOOR
WING - C



M/S. BHAGYA CORPORATION

KAMALA HOUSE, KAMALA CITY, SENAPATI BAPAT MARG,
LOWER PAREL, MUMBAI – 400 013

=====

Date :

To,

Sir,

Sub : Provisional Reservation of Apartment No. _____ on Ground having carpet area of _____ Sq. Mtrs. alongwith _____ car parking space/s in 'C Wing' known as 'ANISE GROVE' proposed to be constructed on portion of plot bearing C.T.S. No. 374B/3(part) Sector IB-I of Village Eksar, Borivali (West), Mumbai – 400 092.

We are pleased to inform you that as per your request we have provisionally reserved Apartment No. _____ on _____ Floor having carpet area of _____ Sq. Mtrs. Carpet alongwith _____ car parking space/s in 'C Wing' known as 'ANISE GROVE' proposed to be constructed on portion of plot bearing C.T.S. No. 374B/3(part) Sector IB-I of Village Eksar, Borivali (West), Mumbai – 400 092.

The total agreed value of the aforesaid Apartment is Rs. _____/- (Rupees _____ Only) to be paid as under :-

i)	Rs. _____/-	(Rupees _____ Only) by cheque bearing No. _____ dated _____ drawn on _____ Branch (the payment and receipt whereof the Promoters do hereby admit and acknowledge).
ii)	Rs. _____/-	(Rupees _____ Only) on _____
iii)	Rs. _____/-	(Rupees _____ Only) on possession/occupation certificate.

(Time being essence of the contract)

The said purchase price is exclusive of all additional governmental charges and deposits details of which have been mentioned in the Draft Agreement for Sale as uploaded on the Maharashtra RERA website for which our registration number is _____. Please note that this allotment letter and sale is conditional upon the Allottee/s executing and registering an Agreement for Sale when being called upon and shall be guided by the terms and conditions of such duly executed agreement.

2...

M/S. BHAGYA CORPORATION

**KAMALA HOUSE, KAMALA CITY, SENAPATI BAPAT MARG,
LOWER PAREL, MUMBAI – 400 013**

=====

: 2 :

Interest as per RERA will be charged on delayed payment at our option, without prejudice to our right to cancel this letter in case of delayed payment .

On execution of the Agreement for Sale you shall pay the Stamp-Duty and Registration charges as applicable.

Thanking you,

Yours faithfully

For **M/S. BHAGYA CORPORATION.**

AUTHORISED SIGNATORY.

WE HEREBY CONFIRM THE CONTENTS OF THIS RESERVATION.

() ()