

AGREEMENT FOR SALE

THIS AGREEMENT made at Mumbai this _____ day of _____ in the Christian Year Two Thousand and _____,

BETWEEN

M/S. ADESHWAR ASSOCIATES AND DEVELOPERS, a Partnership firm duly registered under the Indian Partnership Act, 1932 and having its place of business at Parakh Hospital, Khokhani Lane, Opp. Ghatkopar Railway Station, Ghatkopar (E), Mumbai – 400 077; the present partners whereof are **1) Mr. Champak V. Chheda**, adult Indian Inhabitant of Mumbai having his office at at 20/3, Office Building, Vallabhbabaug X lane, New Pan Nagar, Ghatkopar (E), Mumbai – 400077, **(2) Narendra Murji Dedhia HUF, through its Karta, Mr. Narendra M. Dedhia** residing at 1021, Sara Residency, Jethabhai Lane, Ghatkopar (E), Mumbai – 400077 and **3) Genesis Unichem LLP**, a limited liability partnership firm having its place of business at 127, Udyog Kshetra, Link Road, Mulund (W), Mumbai – 400 080 **through its duly authorized partner, Mrs. Hetal Gogri Gala**, hereinafter referred to as "**the said Promoters**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partner/s for the time being constituting the said partnership firm **M/S. ADESHWAR ASSOCIATES AND DEVELOPERS**, the survivor/s of them, the heirs, executors, administrators of the last surviving partner and his/her/their permitted assigns) of the **FIRST PART** executing through its duly authorized partner being the first-named partner, **Mr. Champak V. Chheda**; (hereinafter referred to as "**THE PROMOTER**"

AND

MR./MRS./MS. _____ adult, Indian Inhabitant/s of Mumbai residing at _____ hereinafter referred to as "**THE ALLOTEE/S**" (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include his/her/their respective heirs, executors, administrators and permitted assigns) of the **OTHER PART**:

W H E R E A S :

- (i) By Indenture dated 22th June 1972 Tarlochansingh Ishardas Arora (First Vendor therein) and M/s. T. Ishardas & Sons (Second Vendors therein) have sold and conveyed to the Society namely Shree Basant Vihar C. H. S. Ltd. (hereinafter referred to as the said Society) in a Plot of Land admeasuring 1088.6 sq. mtrs. (approximately equivalent to 11718 sq. ft.) bearing Final Plot No. 171, TPS III of Ghatkopar, situated at R. B. Mehta Marg, Ghatkopar (E) in Greater Mumbai in the Registration Sub-District of Kurla Mumbai Suburban District (hereinafter referred to as "**the said Plot**") together with the structure standing thereon being a building of ground and three floors (hereinafter referred to as "**the said Existing Buildings**"). The said Plot stands in the name of the said Society in the City Survey Records and the Property Register Card pertaining to the said Plot is annexed hereto and marked as **Annexure 'A'**.
- (ii) The said Plot together with the said Existing Buildings is hereinafter collectively referred to as "**the said Property**" which is more particularly described in the First Schedule hereunder written. For the purposes of the instant real estate project, the Existing Buildings standing on the said Plot have been duly demolished and the said Plot is being hereinafter referred to as "**the Project Land**".
- (iii) The members of the said Society unanimously resolved to re-develop the said Property by demolishing the Existing buildings and construct new buildings in the said Society's Special Annual General Meeting held on 15th May 2011.
- (iv) The said Society issued a Public Notice in two local news papers viz. Gujarati Daily-Mumbai Samachar and English Daily-Free Press Journal on 9th January 2012 inviting Sealed Tenders/quotations from builders/ promoters of immovable properties for redevelopment of the said Property after demolition of the said Existing Buildings and by utilization of Zonal Floor Space Index (FSI) and admissible Transferrable Development Rights (TDR).
- (v) The said Society received 3 (Three) tenders from various builders which were opened and discussed in Special Annual General Meeting of the said Society held on 4th February 2012 whereat the Society shortlisted two Promoters. On account of introduction of Fungible Compensatory FSI vide Government Notification NO. CMS 4311/452/CR-58/2011/UD-11 dated 6th January 2012 and rules framed in respect thereof it was resolved by the Society to enter into fresh negotiations with such shortlisted promoters.
- (vi) After due deliberation and discussion, the Promoters herein made their final offer/quotations vide their letter dated 19th August 2013 and in Special General Body Meeting of the said Society held on 6th July 2014 in the presence of MR. P. S. Sawant, the authorized officer from the office of the Deputy Registrar, Co-operative Society, 'N' Ward, 18 members out of 21 members were present and the said members of the said Society

unanimously resolved to appoint M/s. Adeshwar Associates and Developers as Promoter for carrying out redevelopment of the said Property. The Deputy Registrar, Co-op Society, N-Ward has issued its letter certifying the due selection of the Promoters herein by the Society for the Redevelopment of the Society's Property vide its letter No. Mumbai/Reg./N-V/B-2/Redevelopment /1071/2014.

- (vii) Whereas vide Development Agreement dated 12th September, 2014 duly registered under No. KRL/3/7745/2014 (hereinafter "**the said Development Agreement**"), the Society has granted to the Promoters and the Promoters have accepted from the said Society the rights to carry out the redevelopment of the property of the said Society being all that piece and parcel of land admeasuring 1088.6 sq. mtrs. bearing Final Plot No. 171 of the Town Planning Scheme No. III of Ghatkopar lying being and situated at R. B. Mehta Marg in village Ghatkopar, Taluka Kurla, Registration Sub District Kurla, Mumbai Suburban District together with structures standing thereon being a building of ground and three storeys with 3 garages (hereinafter the land and existing buildings and structures thereon are collectively referred to as "**the said Property**") and more particularly described in the First Schedule hereunder written by demolishing the said existing buildings and structures standing on the said Plot and constructing a new residential building also to be called "Shree Basant Vihar" on the said Plot comprising of stilt + podium + ten upper floors (i.e. 4th to 12th + 13th (part) (hereinafter "**the New Building**") on the terms conditions and stipulations contained in the said Development Agreement
- (viii) Accordingly, the Promoters has appointed Mr. B. K. Mhatre of M/s. B. K. Mhatre, as its Lic. Surveyor for preparing plans for construction of the said new building and Mr. B. K. Mhatre who is registered with the Council of Architects as his Architect and has entered into a standard Agreement with the Promoter and such Agreement is as per the Agreement prescribed by the Council of Architects.
- (ix) The Promoters has appointed Mr. Shantilal Jain of M/s. Struct Bombay, as his structural Engineer for the preparation of the structural design and drawings of the said new building and the Promoters accepts the professional supervision of the Architect and the structural Engineer till the completion of the said new building.
- (x) The Promoters has got approval from the concerned local authority the plans for construction of the said new building on the Project Land vide I.O.D. dated 05/09/2015 under NO. CE/6727/BPES/AN. Subsequently, the Promoters submitted amended plans for approval to the MCGM and the amended plans have been approved by Letter of Amendment dated 21/03/2016 under even number issued by the Executive Engineer (Building Proposal) for construction of three podium plus ten habitable floors and Commencement Certificate dated 19/06/2017 has been issued in respect thereof. Copies of the IOD dated 05/09/2015, Letter of Amendment of plans dated 21/03/2016 and Commencement Certificate dated 19/06/2017 are annexed hereto marked as **Annexures 'B', 'C' and 'D'** respectively.

- (xi) "The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ NO._____ ; authenticated copy is attached in Annexure ' '
- (xii) The Promoters shall be utilizing the entire development potential available in respect of the Project Land including the FSI, the Transferable Development Rights FSI (TDR FSI) available under the Development Control Regulation, 1991, the fungible compensatory FSI and all other areas as may be available in accordance with the rules and regulations both present and as may be modified and as sanctioned by the concerned authorities for construction on the Project Land and selling and allotting the premises in the said new building.
- (xiii) Promoters having acquired the Development Rights of the Project Land vide the afore-recited Development Agreement dated 12th September 2014 have the sole and exclusive right to sell on what is popularly known as 'Ownership Basis', lease, allot or otherwise transfer the demarcated flats, on the Project Land and to enter into Agreement/s with the Allotees and acquirers thereof and to receive and appropriate to themselves the consideration monies and sale proceeds in respect of the sale of the demarcated flats/premises in their own name.
- (xiv) The Promoters hereby retain the right to submit amended plans for approval to the concerned authorities from time to time, to enable the Promoters to construct the said new building by exploiting the maximum development potential available for construction on the Project Land.
- (xv) On demand from the Allottee/s, the Promoters have given inspection to the Allottee/s of all the documents of title relating to the Project Land, hereinbefore recited deeds and documents, the sanctioned plans, I.O.D., Letter of Amendment of Plans, C.C. and of such other documents as are specified under the Maharashtra Flat (Regulation of the Promotion of Construction, sale, Management and Transfer) Act, 1963 (hereinafter referred to as the "**MOF Act**") and the rules made thereunder as well as the Real Estate (Regulation and Development) Act, 2016 (hereinafter called "**RERA**") along with Maharashtra Rules and Regulations, 2017 (hereinafter called the "**RERA Rules**") and the Allottee/s having verified the same has/have found the same satisfactory.
- (xvi) The authenticated copy of the Certificate of the title issued by the Advocates of the Promoters is annexed hereto and marked as **Annexure 'E'**.
- (xvii) The authenticated copy of the Property Register Card showing the nature of the title to the Project Land on which the said new building is being constructed is annexed hereto marked as **Annexure 'A'**.

- (xviii) The authenticated copies of the plans of the Layout as proposed by the Promoters and according to which the construction of the said new building and open spaces are proposed to be provided for, on the Project Land have been annexed hereto and marked as **Annexure 'C'**.
- (xix) The Promoters has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said new building and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said new building.
- (xx) While sanctioning the said plans the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the Project Land and constructing the said new building and upon due observance and performance of which only the completion and occupation certificates in respect of the said new building shall be granted by the concerned local authority.
- (xi) The Allottee is offered an Apartment bearing number _____ on the _____ floor, (herein after referred to as the said "Apartment") in the _____ wing of the Building called _____ (herein after referred to as the said "Building") being constructed in the _____ phase of the said project, by the Promoter. The authenticated copy of the plan of the said Apartment agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority has been annexed hereto and marked as **Annexure 'F'**.
- (xxi) The carpet area of the said Apartment is _____ square meters and "carpet area" means the net usable floor area of the said Apartment, excluding the area covered by the external walls, areas under services shafts and where applicable excluding the exclusive balcony appurtenant to the said Apartment, if any 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 said Apartment.
- (xxii) The Parties relying on the confirmations, representation and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and condition appearing hereinafter.
- (xxiii) Prior to the execution of these presents the Allottee/s has paid to the Promoters a sum of Rs. _____ (Rupees _____ Only), being part payment of the sale consideration of the said Apartment agreed to be sold by the Promoters to the Allottee/s as advance payment or Application Fee (the payment and receipt whereof the Promoters doth hereby admits and

acknowledges) and the Allotee/s has agreed to pay to the Promoters the balance of the sale consideration in the manner hereinafter appearing.

- (xxiv) Under Section 4 of the MOF Act and section 13 of RERA the Promoters is required to execute a written Agreement for sale of said Apartment with the Allotee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.
- (xxv) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agrees to sell and the Allotee/s hereby agrees to purchase the said Apartment.

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

1. The Recitals above from an integral part of this Agreement and are not repeated in the operative part only for the sake of brevity and the same should be deemed to be incorporated in the operative part also as if the same were set out hereinafter and reproduced verbatim and shall be binding on both the parties hereto.
2. The Promoters have commenced and shall under normal conditions and subject to Force Majeure complete the construction of the said new building known as "**SHREE BASANT VIHAR**" consisting of stilt + three Podium + 10 Habitable Upper Floors (i.e. 4th to 12th and 13th (Part) Upper Floors) on the Project Land situated at Plot No. 171, R. B. Mehta Road, Ghatkopar (E), Mumbai 400077, (as mentioned in the Property Register Card) of Village Ghatkopar-Kirol, within the Registration Sub-District of the Kurla, District Mumbai Suburban, within Greater Mumbai, admeasuring 1088.60 sq. mtrs. or thereabout as per the City Survey Records, more particularly described in the First Schedule hereunder written, in accordance with the approved plans and specifications approved by the concerned authorities, with or without changes/amendments/modifications thereto. The Promoters shall be entitled to make such changes, additions, alterations, variations and modifications in the plans and in the layouts as required by the Municipal Corporation of Greater Mumbai ("**MCGM**") and /or any other concerned authority and the Allotee/s hereby irrevocably and expressly consent/s to the same and undertake/s not to raise any objection to such modifications/alterations. The Promoters shall not be required to take any permission of the Allotee/s for such changes and this Agreement shall itself operate as an irrevocable and express consent in writing of the Allotee/s to the Promoters carrying out such changes in the building plans and his/her/their/its consent shall be deemed to be granted to such alterations, additions or modifications being carried out by the Promoters in the building plans in respect of the Project Land. The Allotee/s hereby agrees and undertake/s that he/she shall co-operate with the Promoters in respect of such variations or modifications in such manner as the Promoters may deem fit.

3.(a) The Allotee/s hereby agree to purchase from the Promoters and the Promoters hereby agree to sell to the Allotee/s the said Apartment bearing Flat No. _____ admeasuring _____ sq. ft. i.e. _____ sq. mtrs. carpet area on the _____ floor of the said new building known as "Shree Basant Vihar" shown on the floor plan thereof annexed hereto and marked as **Annexure 'F'** described in the Second Schedule hereunder written, at or for the lumpsum price of Rs._____/- (Rupees _____ only) which is inclusive of the sum of Rs._____/- (Rupees _____ only) being the proportionate price of the common areas and facilities appurtenant to the said Apartment, the nature, extent and description of the common areas and facilities which are more particularly in the **Third Schedule** hereunder written.

(b) The Allotee/s hereby agree to purchase from the Promoters and the Promoters hereby agree to sell to the Allotee/s _____ covered Car Park Spaces numbered as _____ in the stilt/ podium of the said new building known as "**SHREE BASANT VIHAR**", being constructed on the Project Land, for the consideration of Rs._____/- (Rupees _____ Only).

(c) The total aggregate consideration amount for the said Apartment and the said car parking space/s is thus Rs._____/- (Rupees _____ Only) (hereinafter called the "**Total Price**").

(d) The Allotee/s has, out of the Total Price paid, on or before execution of this Agreement a sum of Rs. _____/- (Rupees _____ Only) as advance payment or application fee and hereby agrees to pay to the Promoters the balance amount of Rs. _____/- (Rupees _____ Only) in the following manner :-

- i. Amount of Rs. _____/- (Rupees _____ Only) to be paid to the Promoters after the execution of this Agreement i.e. on or before _____;
- ii. Amount of Rs. _____/- (Rupees _____ Only) to be paid to the Promoters on completion of the Plinth of the said new building in which the said Apartment is located;
- iii. Amount of Rs. _____/- (Rupees _____ Only) to be paid to the Promoters on completion of the slabs including podium of the said new building in which the said Apartment is located;
- iv. Amount of Rs. _____/- (Rupees _____ Only) to be paid to the Promoters on completion of the walls, internal plaster, floorings, doors and windows of the said Apartment;
- v. Amount of Rs. _____/- (Rupees _____ Only) to be paid to the Promoters on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment;
- vi. Amount of Rs. _____/- (Rupees _____ Only) to be paid to the Promoters on completion of the external plumbing and external plaster,

elevation, terraces with waterproofing, of the said new building in which the said Apartment is located;

- vii. Amount of Rs. _____/- (Rupees _____ Only) to be paid to the Promoters on completion of the lifts, water pumps, electrical fittings, electro mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertaining the said new building and all other requirements as may be prescribed in this Agreement of Sale of the said Apartment;
- viii. Balance Amount of Rs. _____/- (Rupees _____ Only) against and at the time of handing over of the possession of the said Apartment to the Allottee/s on or after receipt of Occupancy Certificate or Completion Certificate.

(e) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of GST or any other similar taxes which may be levied now or to be levied hereafter, 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 said Apartment. Such Taxes shall be paid/ reimbursed by the Allottee/s over and above the Total Price within seven days of demand.

(f) The Total Price is escalation-free, save and except escalation/increases, due to increase on account of development charge 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 undertakes and agrees that while raising a demand on the Allottee/s for increase in Development charge, cost 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 payment save and except when the charges levied/ imposed by the Competent Authority are with retrospective effect in which case the Promoters shall raise demands on past payments as well.

(g) The Promoters shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the said new building is complete and the Occupancy Certificate is granted by the competent authority, by furnishing detail of the changes, if any, in the carpet area, subject to a variation cap of three percent. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit then the Promoters shall refund the excess money paid by the Allottee/s within forty-five days with annual interest at the rate specified in the Rules i.e. ____% per annum, 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 additional amount from the Allottee/s 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 ___ of this Agreement.

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

4. The Promoters hereby agree to observe, perform and comply with all the terms, condition, stipulation and restriction, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plan or thereafter and shall, before handing over possession of the said Apartment to the Allottee/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Apartment.
5. Time is essence for 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 Apartment to the Allottee/s and the common area to the said Society after receiving the Occupancy Certificate or Completion Certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payment of the installments and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters as provided in Clause 3(d) herein above. ("Payment Plan").
6. The Promoters hereby declares that as per the presently approved plans, the Floor Space Index in respect of the Project Land (inclusive of base FSI, TDR FSI, Fungible FSI) is _____ square meters only. The Promoters have, in the development of the Project Land, planned to exploit fully the maximum plot development potential available in respect of the Project Land, by utilizing the entire Floor Space Index including base FSI, TDR FSI, FSI available on payment of premiums, FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulations.
 - (b) The Promoters have further represented to the Allottee/s that in addition to the FSI and TDR approved for construction as of date, further built-up area and TDR is permissible to be utilized on the Project Land (being the receivable plot) on account of the road width policy issued vide Circular dated 16th November, 2016 under No. TPS-1813/3067/CR-122/MCOPR/12/UD-13.
 - (c) In the circumstances, the Promoters have disclosed to the Allottee/s that the Total Floor Space Index of _____ square meters is proposed to be utilized by them on the Project Land in the Project and the Allottee/s has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoters by utilizing the entire proposed FSI and on the understanding that the declared proposed FSI If the Total Floor Space Index of _____ square meters is approved for construction of the new building, then the Promoters state that the said building shall be of stilt plus three podium plus 4th to 12th + 13th and more upper floor (part) (for residential purpose). The Allottee/s hereby specifically agrees that he/she shall co-operate with and give all facilities to the Promoters to enable him to carry out the said construction /additional construction work on the Project Land and shall not in any manner obstruct or hinder the said construction or development.
7. (i) If the Promoters fail to abide by the time schedule for completing the Project and handing over the said Apartment to the Allottee/s, the Promoters agrees to pay to the Allottee/s, who do not intend to withdraw from the Project, interest at the rate of 10% per annum, on all the amount paid by the Allottee/s, for every month of delay, till the handing over of the possession. If the Allottee/s fails to pay any installment of the Total Price and/or any amount payable under these presents on the due date, then the Allottee/s agrees to pay to the Promoters, interest on such delayed or defaulted amount at the rate fixed at 2 percentage points above the State Bank of India's marginal cost of funds (the current benchmark lending rate for bank), per annum, on all the payments which become due and payable by the

Allottee/s to the Promoters under the terms of this Agreement (including proportionate taxes, maintenance charges and outgoing payable in respect of the said Flat) from the date the said amount is payable by the Allottee/s to the Promoters, till payment. Time for payment of all amounts under these presents is of essence of the contract.

(ii) Without prejudice to the right of Promoters to change interest in terms of sub-clause 7(i) above, 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) and on the Allottee/s committing three delays or defaults of payment of installments on the due date, the Promoters, at their own option, may terminate this Agreement:

Provided that, the Promoters shall give notice of 15 (fifteen) days in writing to the Allottee/s, by Registered Post AD at the address provided by the Allottee/s and mail at the e-mail address provided by the Allottee/s, of his intention to terminate this Agreement and of the specific breach of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, the Promoters shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund interest-free to the Allottee/s (subject to adjustment and recovery of any agreed liquidated damaged or interest or any other amount which may be payable to Promoters) within a period of thirty days of the termination, the installments of sale consideration of the said Apartment which may till then have been paid by the Allottee/s to the Promoters. Upon such termination, the Allottee/s shall be left with no right, title, interest, claim or demand or dispute of any nature whatsoever either against the Promoters and/or the Project Land and/or over the said Apartment and the Promoters shall be fully entitled to sell, deal with and dispose off the said Apartment and all other rights and entitlements under this Agreement to any third party or deal with it in any other manner as the Promoters may in his sole discretion deem fit and proper.

8. The fixtures and fittings with regards 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 Promoters in the said new building and the said Apartment are set out in **Annexure 'G'**, annexed hereto.
9. The Promoters shall give possession of the said Apartment to the Allottee/s on or before 31st day of December, 2020. If the Promoters fail or neglect to give possession of the said Apartment to the Allottee/s on account of reasons beyond their control and of his agents by the aforesaid date then the Promoters shall be liable on demand, made in writing by the Allottee/s, to refund to the Allottee/s the amount already received by him in respect of the said Apartment with interest at the same rate as may be mentioned in clause 7(i) herein above from the date the Promoters received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of the said Apartment on the aforesaid date, if the completion of the said new building in which the Apartment is to be situated is delayed on account of reasons beyond the control of the Promoters including :-

- (i) War, civil commotion or act of God including natural catastrophes such as floods, earthquake, hurricanes, tempest, typhoon, volcanic activities or any other naturel calamity;
- (ii) Any notice, circular, order, rule, notification of the Government and/or other public or competent authority/court;
- (iii) Any litigation or injunction or order from any court or forum or concerned or competent authority, whereby the Promoters is prevented or restrained from carrying on the construction work.

10. **(i) Procedure for taking possession** – The Promoters, upon obtaining the Occupancy Certificate from the competent authority and payment made by the Allottee/s as per this Agreement including the entire Total Price and all other payments/deposits, shall offer in writing the possession of the said Apartment, to the Allottee/s in terms of this Agreement to be taken within 15 (fifteen) days from the date of issue of such notice and the Promoters shall give possession of the said Apartment 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 Promoters. The Allottee/s agree(s) to pay the maintenance charges as also proportionate contribution to the existing Society's Sinking and other Funds as determined by the Promoters within the time period specified by the Promoters. The Promoters on his behalf shall offer the possession to the Allottee/s in writing 7 days of receiving the Occupancy Certificate of the Project.

(ii) The Allottee/s shall take possession of the said Apartment within 15 (fifteen) days of the written notice from the Promoters to the Allottee/s intimating that the said Apartment is ready for use and occupancy:

(iii) **Failure of Allottee/s to take Possession of the said Apartment:** Upon receiving a written intimation from the Promoters as per clause 10(i), the Allottee/s shall take possession of the said Apartment from the Promoters by executing necessary indemnities, undertaking and such other documentation as prescribed in the Agreement, and the Promoters shall give possession of the said Apartment to the Allottee/s. In case the Allottee/s fails to take possession within the time provided in clause 10(i) above, then too the Allottee/s shall be bound and liable to pay the taxes, maintenance charges and outgoings as applicable, without any dispute or objection.

(iv) If within a period of five years from the date of handing over the said Apartment to the Allottee/s, the Allottee/s bring/s to the notice of the Promoters any structural defect in the said Apartment or the said new building in which the said Apartment is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at their own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoters, compensation for such defect in manner as provided under the RERA Act. Provided that the Promoters will be liable only if the Allottee/s of the said new building have not made any structural changes and/or any changes which are against the MCGM rules and regulations in his/her/their flat and/or in the said building and have not tampered or permitted the tampering of his/her/their flat and/or the said new building.

11. The Allottee/s shall use the said Apartment or any part thereof or permit the same to be used only for purpose of residence only. He/she/they shall use the Car Parking Space/s only for purpose of keeping or parking his/her/their vehicle.
12. The Allottee/s along with other Allottee/s of Apartments in the said new building shall become member/s of the existing society i.e. Shree Basant Vihar C. H. S. Ltd., by paying share money, entrance fee as per Bye-laws and also contribute proportionately toward sinking fund of the said society. The Allottee/s hereby also agree/s that he/she/they shall not take any objection for any changes or modifications are to be made in the existing Bye-laws of the said Society as may be required by the Registrar of Co-operative Societies and/or M. C. S. Act 1960.
13. Upon such enrolment of Allottee/s herein as the member/s of the said Society and the Allottee/s shall make payments directly to the said Society of the taxes, maintenance charges and outgoings on applicable without any dispute or objection.
14. The Allottee/s shall be entitled to become member/s of the said Society by payment of share money, entrance fee and proportionate share of sinking fund and submitting a true copy of registered Agreement for sale for his/her/their apartment and the application for membership such Allottee/s shall not be liable to pay any transfer charges or administrative costs or any other cost charges or expenses save and except share money, entrance fee and proportionate sinking fund.
15. After obtaining the Occupation Certificate and handing over the physical possession to the Allottee their respective apartments and the common areas it shall be responsibility of the Promoters to handover the necessary original documents approvals certificates and plans to the said Society within 30 days from obtaining the Occupation Certificate.
16. In the event any portion of the Project Land being required by the Reliance Energy Ltd./Tata Power/any other Electric Company, for putting up an Electric sub-station, then the Promoters shall be entitled to give such portion, on such terms and conditions as the Promoters shall think fit.
17. Within 15 (fifteen) days after notice in writing is given by the Promoters to the Allottee/s that the said Apartment is ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said Apartment) of outgoings in respect of the Project Land and the said new building namely local taxes, N.A. taxes, betterment charges or such other levies by the concerned local authorities and Government water charges, insurance, common lights, repairs and salaries of clerks, accountants, bill collectors, liftmen, chowkidars, pump man, sweepers, cost for maintenance of various common equipment's that may be installed in the said new building, expenses for maintenance and repairs of the common areas including gutters and rain water pipes, storm water drains, water pipes and electric wires in under or upon the said new building used by the Allotees/Allottee/s in common and the main entrances, passages, landings, lifts and staircases of the said new building and the boundary walls, compounds of the Project Land etc., and all other expenses necessary and incidental to the management and maintenance of the Project Land and building/s. Until the Allottee/s is/are admitted as member/s of the said Society, the Allottee/s shall pay to the Promoters such proportionate share of outgoing as may be determined. The Allottee/s further agrees that till the Allottee/s's share is so determined the Allottee/s shall pay to the Promoters

provisional monthly contribution of Rs. _____/- (Rupees _____ Only) per month towards the outgoing. The amount so paid by the Allotee/s to the Promoters shall not carry any interest and remain with the Promoters until the Allotee/s is/are admitted as member/s of the said Society, out of which required amounts will be utilized by the Promoters towards payment of Municipal Taxes, maintenance charges and other outgoings. On such admission of the Allotee/s as member/s of the said Society the aforesaid deposits shall be paid over by the Promoters to the said Society. The Allotee/s shall pay such outgoings regularly every month in advance, by 5th day of every English calendar month, to the Promoters/ Society and shall not withhold the same for any reason whatsoever.

18. The Allotee/s shall on or before delivery of possession of the said Apartment, keep deposited with the Promoters, the following amount:-

(i) Rs. _____/- for share money, application entrance fee of the said Society;

(ii) Rs. _____/- for proportionate share of taxes, maintenance charges, outgoings and other charges/levies in respect of the Project Land and the said new building [being approximately 12 (twelve) months maintenance charges, taxes and outgoing at the rate of Rs. _____/- (Rupees _____ Only) per month].

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

(iv) Rs. _____/- for deposits of electrical receiving and Sub-Station provided in Layout/Project Land.

19. The Allotee/s shall pay to the Promoters a sum of Rs. _____/- for meeting all legal costs, charges and expenses, including professional cost of the Attorney-at-Law/Advocate of the Promoters.

20. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS

The Promoters hereby represents and warrants to the Allotee/s as follows:

- i. The Promoters has a clear and marketable title with respect to the Apartment, 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 Promoters 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 the said new building 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 the said new building shall be obtained by

following due process of law and the Promoters has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, the said new building and common areas;

vi. The Promoters 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 Allotee/s created herein, may prejudicially be affected;

vii. The Promoters 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 which will, in any manner, affect the rights of Allotee/s under this Agreement;

viii. The Promoters confirms that the Promoters is not restricted in any manner whatsoever from selling the said Apartment to the Allotee/s in the manner contemplated in this Agreement;

ix. At the time of admission of all the Allotees as the member/s of the said Society, the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the said new building to the said Society;

x. The Promoters 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 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 Project Land) has been received or served upon the Promoters in respect of the Project Land and/or the Project except those disclosed in the title report.

21. The Allotee/s himself/herself/themselves with intention to bring all persons into whomsoever hands the said Apartment may come, hereby covenants with the Promoters as follows :-

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

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

said Apartment 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.

iii. To carry out at his/her/their own costs all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Promoters to the Allottee/s and shall not do or suffer to be done anything in or to the said new building in which the said Apartment is situated or the said Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/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 authorities.

iv. Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Apartment or any part thereof, nor close the Verandahs or lounge or balconies nor any alteration in the elevation and outside colour scheme of the said new building in which the said Apartment is situated and shall keep the walls and portion, sewers, drains and pipes in the said Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the new building in which the said Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Apartment without the prior written permission of the Promoters and/or the said Society. In case there shall be any damage to the adjoining or neighbouring flats/units or to the flats/units situated below or above the said Apartment (inclusive of leakage of water and damage to the drains) on account of any alterations made by the Allottee/s in the said Apartment (whether such alteration are permitted by the Promoters, Promoters jointly, the said Society and/or concerned authorities or not) the Allottee/s shall at his/her/their/its own costs and expenses repair such damage (including recurrence of such damages);

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

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the Project Land and the said new building in which the Apartment is situated. The Allottee/s shall not keep any goods or belongings outside the said Apartment or in any other part of the said new building and/or the Project Land;

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

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority.

ix. The Allottee/s shall not let, sub-let, transfer, assign, sell convey, gift, exchange, give on lease and license, mortgage, charge or in any way encumber or

deal with or dispose off or part with the Allottee/s's interest or benefit factor of this Agreement or part with the possession of the said Apartment or any part thereof, until all the dues payable by the Allottee/s to the Promoters under this Agreement are fully paid up and only if the Allottee/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement, provided that till the execution of the Deed of Conveyance of the Project Land and the said new building in favour of the Organization, the Allottee/s shall be bound and liable to obtain the previous written consent of the Promoters to any such transfer.

x. The Allottee/s shall observe and perform all the terms and condition and covenants contained in this Agreement and all the rules and regulations which the said Society may adopted at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said new building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and the Government and other public bodies and shall attend to, answer and be responsible for all actions and violations of all the terms and conditions, covenants, rules and bye-laws and shall keep the Promoters indemnified against any breach thereof by the Allottee/s. The Allottee/s shall also observe and perform all the stipulations and condition laid down by the said Society regarding the occupancy and use of the said Apartment in the said new building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the term of this Agreement.

xi. The Allottee/s shall permit the Promoters and his surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Project Land or any part thereof to view and examine the state and condition thereof until Promoters have handed over possession of the Project Land to the said Society upon completion of the instant Real Estate Project;

xii. Shall not do or permit or suffer to be done anything in or upon the said Apartment or any part of the said new building and/or the Project Land which is or may or which in the opinion of the Promoters, is or may, at any time be or become a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining flats/premises or the neighbourhood and the Allottee/s shall forthwith remove the same on being called upon to do so by the Promoters/the said Society and in the event the Allottee/s fails to remove the said obstruction/nuisance it may be removed by the Promoters at the costs, risk and consequences of the Allottee/s, provided always that the Promoters shall not be responsible to the Allottee/s for any such loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the adjoining flats/premises of the said new building and the Allottee/s shall not hold the Promoters so liable.

xiii. The Allottee/s shall not, at any time, create or do or cause or permit any public or private nuisance in or upon the said Apartment or any part of the said new building or the Project Land or any part thereof nor shall he/she/they do anything which will cause annoyance, inconvenience, suffering, hardship or disturbance to the remaining occupiers of the said new building and/or to the Promoters or occupants of neighboring property nor use or permit to be used the said Apartment for any illegal or immoral or unlawful purpose. The space provided for the entrance of the said new building shall be used as entrance only and the

Allottee/s shall not use the same in any other way except for entering the said new building.

xiv. It is hereby agreed and declared by the Allottee/s that his/her/their interest in the said Apartment and in the said new building is imitable and it is agreed that the Promoters shall not be liable to execute any other document in respect of the said Apartment in favour of the Allottee/s.

22. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Allotees/Allottee/s as advance or deposit, sum received on account of the share capital for the promotion of the Organization or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
23. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or of the Project Land and the said new building or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him/her/them upon the Allottee/s complying with the terms herein contained as also becoming a member of Shree Basant Vihar Co-operative Housing Society Limited and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, compound, common areas and facilities shall be the property of the Society subject to the rights of the Promoters to the extent and for the duration mentioned in the Development Agreement.

24. PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoters executes this Agreement he shall not mortgage or create a charge on the said Apartment 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 such said Apartment. However nothing stated herein shall prevent the Promoters from availing of project finance loan against security of the other Apartments in the New Building, borrow funds, create mortgage, encumber, sell or otherwise deal with or dispose off their right, title and interest or part thereof in the instant real estate project to any person or persons as the Promoters deem fit, however, such borrowings and dealing shall not infringe or curtail the rights of the Allottee/s in respect of the said Apartment hereby agreed to be sold to the Allottee/s.

25. BINDING EFFECT

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 along with the payments due as stipulated in the Payment Plan within 30 (thirty) 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 fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Promoters 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 within 15 (fifteen) days from the date of receipt of the Notice by the

Allottee/s, application of the Allottee/s shall be treated as cancelled and all sum deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.

26. ENTIRE AGREEMENT

The Allottee/s hereby expressly admits that no terms, conditions, particulars or information, whether oral, written or otherwise given or made or represented, including those contained or given in any advertisement, leaflet or brochure, or in any correspondence or other writing or document, by the Promoters and/or his/their agents to the Allottee/s and/or his/her/their agents, other than such terms, conditions and provisions as are contained or incorporated in this Agreement, shall be deemed to form part of this Agreement or to have induced the Allottee/s to enter into this Agreement. This Agreement, along with its schedule and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other Agreements, allotment letter, correspondences, documents, brochures, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment.

27. RIGHT TO AMEND

This Agreement or any provision hereof cannot be orally changed, terminated or waived. This Agreement may only be amended through written consent of the Parties. Any changes, amendments, alterations, modifications or additional provisions must be set forth in writing in a separate agreement duly signed by both the parties expressly recording such intention and agreement between the parties.

28. Any delay tolerated or indulgence shown by the Promoters in enforcing any of the terms of this Agreement or any forbearance or giving of time to the Allottee/s by the Promoters shall not be construed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and condition of this Agreement nor shall the same in any manner prejudice the rights of the Promoters hereunder.
29. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTEE/S/ SUBSEQUENT ALLOTEE/S

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee/s of the said Apartment, in case of a transfer, as the said obligations go along with the said Apartment for all intents and purposes. It is expressly clarified and agreed between the parties hereto that the Allottee/s shall not sell transfer assign or in any manner deal with his/her/their right title interest benefit in/o/upon the said Apartment and/or under and pursuant to this Agreement without the prior written consent of the Promoters.

30. The Allottee/s has confirmed and assured the Promoters that prior to entering into this Agreement he/she/they have read and understood the applicable law and its implications thereof in relation to the various provisions of this Agreement.
31. In case the Allottee/s has to pay any commission or brokerage to any person for services rendered by such person to the Allottee/s for acquiring the said

Apartment, the Promoters shall in no way whatsoever be responsible or liable thereof and no such commission or brokerage shall be deductible from the amount of sale price agreed to be payable to the Promoters for the said Apartment. Further the Allottee/s undertakes to indemnify and hold the Promoters free and harmless from and against any or all liabilities and expenses in this connection.

32. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under 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 the applicable law and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

33. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

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

34. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition 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 pursuant to any such transaction.

35. PLACE OF EXECUTION

The execution of this Agreement shall be completed only upon its execution by the Promoters at the Promoter's Office or at some other place, which may be mutually agreed between the Promoters and the Allottee/s, and within 4 months from the date of execution of the Agreement 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.

36. That all notice 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. and notified Email ID/ Certificate of Posting at their respective addresses specified below:

Name of Allottee/s

Allottee/s's Address

Notified Email ID: _____

Promoter's Name : **M/s. Adeshwar Associates & Developers.**

Promoter's Address : **Parakh Hospital, Khokhani Lane, Opp. Ghatkopar Railway Station, Ghatkopar (E), Mumbai – 400 077.**

Notified Email ID : **b_chheda@hotmail.com**

It shall be the duty of the Allotee/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 A.D. failing which all communications and letters posted at the above address shall be deemed to have received by the Promoters or the Allotee/s, as the case may be.

37. JOINT ALLOTEE/S

That in case there are Joint Allotee/s all communication shall be sent by the Promoters to the Allotee/s whose name appears first and at the address given by his/her which shall for all intents and purposes be considered as properly served on all the Allotee/s.

38. Stamp Duty and Registration:- The charges towards stamp duty and Registration and all other incidental costs, charges, outgoings and expenses including penalty, if any, payable in respect of this Agreement and on any document executed in pursuance hereof shall be borne by the Allotee/s.

39. Dispute Resolution:- Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, it shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

40. GOVERNING LAW

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

41. This Agreement shall always be subject to the provisions of the Maharashtra Apartment Ownership Act (Maharashtra Act, No. XV of 1971) and the rules made thereunder.

42. The PAN of the parties is as follows:

Sr. No.	Name	Pan No.
01.	M/s. Adeshwar Associates & Developers	AAXFA 8409 L

IN WITNESS WHEREOF the Parties hereinabove have set and subscribed their respective hands and seals to this Agreement for sale at Mumbai in the presence of attesting witness, singing as such on the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT piece and parcel of land bearing Plot No.171, T.P.S. III Ghatkopar, admeasuring about 1302 sq. yard i.e. 1088.60 sq. mtrs. or thereabout together with the structures and buildings standing thereon known as "Basant Vihar" belonging to Shree Basant Vihar C. H. S. Ltd. situated at R. B. Mehta Road, Ghatkopar village, Taluka Kurla, District M. S. D., within the limits of Mumbai Municipal Corporation of city of Mumbai and within Registration District Mumbai Suburban and bounded as follows: i.e. to say:-

On or towards the North	:	Smita C. H. S. Ltd.
On or towards the South	:	Ashok C. H. S. Ltd.
On or towards the East	:	R. B. Mehta Marg.
On or towards the West	:	Kakkad Estate.

THE SECOND SCHEDULE ABOVE REFERRED TO:

Apartment bearing Flat No.____ admeasuring ____ sq.ft. carpet area on the____ floor and one Car Park Space bearing No. ____ situated in the stilt of the building known as "SHREE BASANT VIHAR" being constructed on the Project Land more particularly described in the First Schedule hereinabove written.

THE THIRD SCHEDULE ABOVE REFERRED TO:

COMMON AREAS AND FACILITIES

- (i) Entrance lobby and foyer of the building.
- (ii) Staircase of the building including main landing, for the purpose of ingress and egress but not for the purpose of storing or for recreation or for residence or for sleeping.
- (iii) Lifts, lift spaces, lift room, lobbies.
- (iv) The landing is limited for the use of the residents of the flats/units/ 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 residents and visitors.
- (v) Electric meters and water meter/s connected to common lights, water connections, pump set etc.
- (vi) One number of underground water tank of adequate capacity with water pumps connected with overhead water tanks and overhead water tanks.
- (vii) Upto 400 sq.ft. of open common terrace above the topmost floor which will include the area under the overhead water tanks and lift room.

SIGNED SEALED AND DELIVERED]

By the withinnamed]

“THE PROMOTERS”]

M/S. ADESHWAR ASSOCIATES &]

PROMOTERS]

through its Partner]

Mr.]

in the presence of.]

WITNESSES:

1. Name_____

Signature_____

2. Name_____

Signature_____

SIGNED AND DELIVERED by the]
Within named "THE ALLOTEE/S"]

MR./MRS./MS._____]
_____]
_____]

At Mumbai on _____

in the presence of WITNESSES:

1. Name_____

Signature_____

2. Name_____

Signature_____

RECEIVED OF and from the within named]
"THE ALLOTEE/S" the sum of]

Rs._____/- (Rupees _____)]
_____]

_____ only)]
Being the amount of Earnest or Deposit]

money paid by him/her/them/it to me]

as within mentioned by cheque dated]
 _____ bearing cheque]
 No. _____]
 drawn on _____]
 Bank, _____]
 Branch.]Rs._____/-

WITNESSES: WE SAY RECEIVED :

1.

2.

PROMOTERS

DATED THIS DAY OF

2017

B E T W E E N

M/S. Adeshwar Associates & Developers

.....THE PROMOTERS

A N D

MR./MRS/MS._____

.....ALLOTEE/S

AGREEMENT FOR SALE OF APARTMENT ____ ON THE
____ FLOOR IN BUILDING KNOWN AS " SHREE
BASANT VIHAR C. H. S. LTD. "

DRAFT