

AGREEMENT FOR SALE

THIS **AGREEMENT FOR SALE** is made at Mumbai this ____ day of _____ 2017

BETWEEN

ANURADHA REAL ESTATE DEVELOPERS PRIVATE LIMITED, a Company registered and incorporated under the Indian Companies Act, 1956 and having its registered office 1069, Near Balaji School, Village Malad West, Behind Evershine Mall, Mumbai - 400064, hereinafter called as the **"THE FIRST PROMOTER"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the **One Part;**

AND

LORD SHREE GANESHA DEVELOPERS, a Partnership Firm duly registered under the provisions of Indian Partnership Act having its Registered Office at Flat No.C-1, Ground floor, Sumer Nagar, Building No.3, S.V. Road, Borivali (West), Mumbai 400092 hereinafter called **"THE SECOND PROMOTER"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their Partners or Partner or Proprietor for the time being of the said firm, the survivors or survivor of them and the heirs, executors, administrators and assigns of last such surviving Partner) of the **Second Part;**

Herein Anuradha Real Estate Developers Private Limited "The First Promoter" and Lord Shree Ganesha Developers "The Second Promoter" collectively referred as **"THE PROMOTERS"**

AND

Mr./Mrs./Ms./M/s _____

residing/having its permanent address at _____

, hereinafter called the **"THE ALLOTTEE"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of individuals his/her/their respective heirs, executors, administrators and permitted assigns, in case of company its successors and assigns and in case of partnership firm partners from

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time to time and their respective heirs, executors, administrators and assigns) of the **Other Part**:

WHEREAS:

- (a) one Chandu Amarnath Devrukhkar was seized and possessed of or otherwise well and sufficiently entitled to an agricultural land situated at Village Malad (South), Taluka Borivli in Mumbai Suburban District bearing Survey No.429, Hissa No.1, admeasuring 17,603.67 sq. mts. equivalent to 21053.99 Sq. Yards or thereabouts.
- (b) The said Chandu Amarnath Devrukhkar died intestate at Mumbai on 27th June 1981 leaving behind him surviving as his only heirs and legal representatives his widow Smt. Deviben Chandu Devrukhkar and his daughter Dhanlaxmi Chandu Devrukhkar alias Mrs. Samina Arif Khan (for short "the original owner") herein under the provisions of Hindu Succession Act by which he was governed at the time of his death.
- (c) The said Deviben Chandu Devrukhkar died intestate at Mumbai on 7th September 1992 leaving behind surviving as her only heir and legal representative her said only daughter the Original Owner herein under the provisions of Hindu Succession Act by which she was governed at the time of her death and in the premises the said Original Owner herein became exclusively entitled to succeed to the estate of her parents including the said properties described in the recital (a) hereinabove.
- (d) In pursuance of the agreement, the said Original Owner has by an Agreement for Development dated 28th March 2006 agreed to grant development rights to Shri Parshuram Ramchandra Shinde in respect of part of the said property bearing Survey No.429, Hissa No.1/3 and City Survey No.1069A/2 total admeasuring 4306.02 sq. mtrs. Equivalent to 5150.00 sq. yards or thereabouts for the total consideration amount and on the terms and conditions mentioned therein. The said aforesaid Agreement for Development dated 28th March, 2006 is duly registered with the Sub-Registrar of Assurances at Borivali under Sr.No.BDR11/2239 of 2006.



- (e) The said Parshuram Ramchandra Shinde in turn has formed and registered a Partnership Firm in name and style of Lord Shree Ganesha Developers and has agreed to carry on business in Partnership.
- (f) The Collector, Mumbai Suburban District by his Order dated 22nd June 2007 has permitted the sub-division of the property described in the First Schedule hereunder written and by virtue thereof the property bearing C.T.S. No.1069A/2 is now admeasuring 3816.2 sq. mtrs or thereabouts.
- (g) The Collector, M.S.D.by his Order dated 27th November 2009 granted non-agricultural permission in respect of the said property on the terms and conditions mentioned therein.
- (h) Pursuant to a Joint Development Agreement dated 5th April, 2010, (for short "the Joint Development Agreement") The Anuradha Real Estate Developers Pvt. Ltd (hereinafter referred to as ARED) & Lord Shree Ganesha Developers (hereinafter referred to as LSG) have agreed to acquire the said property bearing Survey No.429, Hissa No.1/3 and City Survey No.1069A/2 admeasuring 3816.2 sq. mtrs upon certain terms and conditions mentioned therein.
- (i) By a Deed of Conveyance dated 7th April 2010, registered with the Sub- Registrar of Assurances at BDR-16 under serial No. 3822 of 2010 executed between Samina Arif Khan alias Dhanlaxmi Chandu Devrukhkar therein called as the Vendors of the One Part therein and Mr. Parshuram Shinde as the Confirming party, therein and Lord Shree Ganesh Developers and Anuradha Real Estate Developers Pvt. Ltd. therein called as the Purchaser, for the consideration and on the terms and conditions set out therein, the said Vendors conveyed and transfer right, tile and interest in respect of the property bearing S. No. 429, H. No. 1/3, CTS No. 1069/A/2 admeasuring about 3816.20 Sq. Mtrs. of Village Malad (South), Taluka Borivli in favour of Purchaser therein, .
- (j) By Deed of Conveyance dated 15th October, 2012, registered with the Sub-Registrar of Assurances at BDR-16 under serial No. 9238 of 2012 executed between

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Narayan Laxman Kavle and 6 others therein called the Vendors of the One Part therein and ARED & LSG, therein called the Purchaser of the other part, for the consideration and on the terms and conditions set out therein, the said Vendors conveyed and transfer Three Fourth($\frac{3}{4}$ th i.e.75 %) undivided share right, title and interest in the property bearing S.No.429, H.NO.2, CTS No. 1071 admeasuring about 404.68 Sq. Mtrs. or thereabouts as per the property card admeasuring about 521 Sq. Mtrs. of Village Malad (South) in favour of Purchaser therein,.

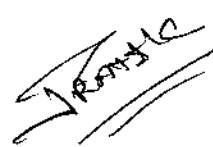
(k) By Deed of Conveyance dated 15th October, 2012, registered with the Sub-Registrar of Assurances at BDR-16 under serial No. 9234 of 2012 executed between Smt. Babibai Sitaram Kavle and 4 others therein called the Vendors of the One Part therein and ARED & LSG, therein called the Purchaser of the other part, for the consideration and on the terms and conditions set out therein, the said Vendors conveyed and transfer the remaining One Fourth($\frac{1}{4}$ th i.e.25 %) undivided share right, title and interest in the property bearing S.No.429, H.NO.2, CTS No. 1071 admeasuring about 404.68 Sq. Mtrs. or thereabouts as per the property card admeasuring about 521 Sq. Mtrs. of Village Malad (South) in favour of Purchaser therein,;

(l) By the said Deed of Conveyance dated 7th April 2010 and two Deeds of Conveyance dated 15th October, 2012, ARED & LSG became absolute owner (hereinafter ARED & LSG referred as collectively "**The Promoters**") of the said Property (1) bearing Survey No.429, Hissa No.1/3 and City Survey No.1069A/2 admeasuring 3816.2 sq. mtrs and (2) bearing S.no.429, H.No.2, CTS No. 1071 admeasuring 521.00 sq. mtrs. of Village Malad (South) Taluka Borivali.

(m) Originally the said property in the Development Plan of P-South Ward of Municipal Corporation was reserved for Industrial Zone (I-3 Zone). In pursuance of the application made, The Executive Engineer (Development Plan) W.S.P. & R., by his Letter dated 3rd November, 2010 permitted to convert the said user into residential zone (R-2) on the terms and conditions mentioned therein.

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- (n) The Parties have got the building Plans sanctioned for the construction of the building on the said property, the Chief Engineer (DP, Member Secretary Technical Committee for High Rise Builders (HRC) under No. HE/HRB - 396/DAWS/27/08/2013 and the Parties are entitled to consume the outside TDR/F.S.I. by treating the said property as bare land/recipient plot;
- (o) The Collector, Mumbai Suburban District by his Order dated 04/01/2014 has permitted the sub-division and amalgamation of the property situated at bearing CTS No. 1069 pursuant to order separate CTS number given as 1. CTS No. 1069 A/2A/1 admeasuring 3823.9 sq. Mtrs., 2. CTS No. 1069A/2/C for admeasuring 312 Sq. Mtrs. and 3. CTS No.1069A/2A/2 admeasuring 201.3 sq.mtrs. Property situated at 1. CTS No. 1069 A/2A/1 total admeasuring 3823.9 sq. mtrs. Which also incorporated by CTS No. 1071 admeasuring 521.00 Sq.fts. and CTS No. 1069A/2B admeasuring 175.7 Sq. Mtrs. and is incorporated in residence zone and more particularly described in the **First Schedule** hereunder written (Hereinafter referred to as "**The said Property**"). 2. CTS No. 1069A/2/C for admeasuring 312 Sq. Mtrs. reserve for Setback and 3. CTS No. 1069A/2A/2 admeasuring 201.3 sq. mtrs. Reserve for 5% amenity space and same has been mutated on 23rd July, 2014;
- (p) The Collector, Mumbai Suburban District by his Order dated 22/5/2014 granted Non-Agricultural permission in respect of the said properties described in the First Schedules hereunder written on the terms and conditions mentioned therein.
- (q) Pursuant to the said Deeds the said Original Owner has put the Promoters in to vacant possession of the said property;
- (r) By Supplemental Agreement dated 12th August 2014 supplement to Joint Development Agreement dated 5th April 2010 executed between the Promoters inter alia upon certain terms and conditions mentioned therein



and specifically the constructions areas divided between the promoters i.e. the LSG (The Second Promoter) will be entitled to deal with 11 flats and 30 car parking and remaining flats and parking will belong to ARED (The First Promoter). It was further provided that on the building plans being sanctioned the respective area of the ARED & LSG shall be demarcated and allotted and that respective parties thereto shall be entitled to deal with the respective area coming to their share and for the purpose enter into such agreements as they may deem fit and proper and that they shall join in execution of such agreements.

- (s) In accordance with The Promoters have obtained all other necessary approvals and permissions from the concerned authorities for the development of the said Properties and the prevailing Development Control Regulations of Greater Mumbai, the Promoters are entitled to utilize and consume outside Floor Space Index by way of Transferable Development Rights, by treating the said large property as a recipient Plot or the baseland.
- (t) The Second Promoter have got the layout and the building Plan sanctioned, at present consuming the partial FSI available and have planned out the Development of the said property in such a way that the First Promoter can consume the minimum FSI 14,745.48 square meters including the outside TDR/FSI and area available by payment of the premium or otherwise by virtue of the concessions available or the Fungible F.S.I. or any benefits or F.S.I. available in any form as per prevailing Development rules and regulations and with the provisions to avail of, load and utilize the further F.S.I. by amending the building plans from time to time.
- (p) The Promoters have entered into a standard agreement with M/s. Tee Arch, Licensed Surveyor, as per the norms of M.C.G.M. and the said agreement is as per the agreement prescribed by the PEATA.
- (q) The Promoters have appointed a Structural Engineer, M/s. J+W Consultants for the preparation of the structural design and drawings of the building and the Promoters accept the professional supervision of the said Architect and the Structural Engineer till the completion of the said building.

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- (v) The Promoters presently propose to construct a multistoried building on the said property consisting of ground plus 38 or more upper floors and Podium Parking available in the said building. The said building shall be named as **"Royal Accord"** (Hereinafter referred to as the **"said Building"**);
- (w) Pramod Ganvir, Advocate, have investigated title of the said property and issued title certificate thereof. In the title certificate Pramod Ganvir Advocate, have fully recited the title of the said property and or of the Promoter/s to the development rights thereof, hereto annexed and marked as **"Annexure A"** is copy of Title Certificate;
- (x) In the revenue records, such as Property Card being the Bombay City Survey and Land Records, the said Promoter/s name, as owner/holder of the said property; The copies of the Property Registered Card issued by City Survey Authority, hereto annexed and marked as **"Annexure - 'B'"** is copy of Property Card;
- (y) The authenticated copies of the sanctioned and approved plans of the Layout as proposed by the Promoter/s and according to which the construction of the building and open spaces are proposed to be provided for on the said project; hereto annexed and marked as **"Annexure C"** is Plan layout;
- (z) The Municipal Corporation of Greater Mumbai (**"MCGM"**) has approved and/or sanctioned building plans submitted to it vide its I.O.D. No. CHE/9804/BP (WS)/AP dated 27th August, 2009 and further amended dated 28th February 2013 has also issued the Commencement Certificate dated 30th March, 2010 in respect of the commencement of construction of the said Building on the said property; hereto annexed and marked as **"Annexure D"** is IOD, hereto annexed and marked as **"Annexure E"** is Commencement Certificate;
- (aa) The Promoter/s propose to construct the said Building on the said property as per the plans approved/sanctioned under the aforesaid permission/ I.O.D. and as per the specifications, elevations, sections and details thereof with certain modifications and or alterations therein that may be approved by BMC;
- (bb) The Promoter/s have already appointed Architects M/s. Tee Arch as aforesaid and R.C.C. Consultant Mr M/s. J+W Consultants for the

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preparation of the structural designs and drawings of the proposed building and accept the professional supervision of the said professionals during the course of the construction of the said building till the completion of the said Building;

- (cc) The Promoter/s has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no _____; authenticated copy is attached in **Annexure 'F'**;
- (dd) By Virtue of aforesaid Deeds, The Promoter/s have sole and exclusive right to construct the said Building on the said land and develop the said property in accordance with the approved municipal plans and to sell and/ or allot parking slots, flats, shops and other premises like terraces, etc. in the said Building that will be constructed by them and also to enter into agreements with purchaser/s of such flats / parking slots and other premises and to receive the sale proceeds in respect thereof;
- (ee) Vide sanctioning the 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 Promoter/s and on the basis of the same the Promoter/s has given various Undertaking and the promoters will abide by said undertaking, while developing the said property and constructing the said Building and upon due observances and performance of which only, Occupation Certificate in respect of the said Building shall be granted by concerned local authority;
- (ff) The Promoter/s accordingly has commenced construction of the said Building;
- (gg) The Allottee/s has/have demanded from the Promoter/s and the Promoter/s have given inspection to the satisfaction of the Allottee/s of all the documents of title relating to the said property IOD, CC, plans (both sanctioned as well as tentative plans with amendments proposed to be made therein), designs and specifications of the said project and such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "**The RERA ACT**") and the Rules and Regulation made there under.

AND WHEREAS the Allottee/s has/have requested Promoter/s to allot to the Alottee/s a FlatNo. _____ admeasuring _____sq. ft. of carpet

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area (means the net usable 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 or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment) (i.e. admeasuring _____ Sq. Ft. of Carpet Area as per MOFA Act) on the _____ floor of said Building being / to be constructed on the said property in the said project together with attached terrace of _____ sq. feet of area which flat / terrace is shown surrounded by red colour boundary lines on the tentative floor plan thereof hereto annexed and marked as **Annexure "G"** and more particularly described in the **Second Schedule** hereunder written (the flat / terrace agreed to be purchased by the Allottee/s is/are hereinafter collectively referred to as the "**said premises**") to which the Allottee have also agreed to at or for the price and upon the terms and conditions contained herein.

AND WHEREAS as required under the provisions of the Maharashtra Co-operative Societies Act, 1960 (Maharashtra Act No. XXIV of 1960) and under the various terms and conditions of sanctioned Development Schemes recited above, the Allottee/s make/s a declaration to the effect that the Allottee/s is/are eligible to apply for the allotment of units / premises in the said Building.

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

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

AND WHEREAS, under section 13 of the said Act the Promoter/s is required to execute a written Agreement for sale of said Apartment with

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the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter/s hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the Podium parking together with certain amenities at the price and on the terms and conditions herein contained

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

1. The Allottee/s has/have verified and seen the proposed / sanctioned building plans as also the particulars of the specifications in accordance with which the said Building is to be constructed. The parties hereto admit that it is not practically possible for the Promoters to approve the total building plans and that they need to amend the same from time to time as they may require having regard to the market dynamics and requirements at any given point of time, for better commercial exploitation of the said property. The Promoters shall further be entitled to make such changes in the building plans (including addition of floors, change of users of the area therein) as the Promoters may from time to time determine and as may be approved by BMC and or other concerned authorities and the Allottee/s hereby agree/s to the same for all such change changes specific consent will be taken from Allottee/s.
2. The Promoter/s shall construct the said building/s consisting of Ground Floor and 38 upper floors and Podium Parking on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

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

3.

- 3.1. The Allottee hereby agrees to purchase from the Promoter/s and the Promoter/s hereby agrees to sell to the Allottee

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Apartment No. of the type of carpet area admeasuring sq. metres on floor in the building (hereinafter referred to as "**The Apartment**") as shown in the Floor plan thereof hereto annexed and marked **Annexures "G"** for the consideration of Rs. including Rs. being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **Third Schedule** annexed herewith. (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

3.2. The Allottee hereby agrees to purchase from the Promoter/s and the Promoter/s hereby agrees to sell to the Allottee Parking bearing Nos ____ situated at ____ Floor-Podium Parking being constructed in the layout for the consideration of Rs. _____ as is shown surrounded by Green colour boundary lines on the parking plan thereof hereto annexed and marked as **Annexures "G-1"**.

3.3. The total aggregate consideration amount for the apartment including garages/ parking spaces is thus Rs. _____

3.4. The Allottee has 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 that Promoter/s the balance amount of Rs (Rupees) in the following manner :

- i. Amount of Rs...../-(.....) after the execution of Agreement
- ii. Amount of Rs...../-(.....) on completion of the Plinth of the building in which the said Apartment is located.
- iii. Amount of Rs...../-(.....) on completion of the each slabs aggregating to Rs. _____/- (.....) including podium and stilt slab of the building in



which the said Apartment is located.

- iv. Amount of Rs...../-(.....) on completion of the walls, internal plaster, floorings of the said Apartment.
 - v. Amount of Rs...../-(.....) on completion of the doors and windows of the said Apartment
 - vi. Amount of Rs...../-(.....) on completion of the Sanitary fittings, upto the floor level of the said Apartment.
 - vii. Amount of Rs...../-(.....) on completion of the staircases, lift wells, lobbies upto the floor level of the said Apartment
 - viii. Amount of Rs...../-(.....) on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building in which the said Apartment is located.
 - ix. Amount of Rs...../-(.....) on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building in which the said Apartment is located.
 - x. Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate.
- 3.5. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter/s by way of GST (as applicable) and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter/s) up to the date of handing over the possession of the Apartment.

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- 3.6. The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter/s undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter/s shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent further payments receivable.
- 3.7. The Promoter/s may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ 6% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter/s.
- 3.8. The Allottee/s shall make all payments, on demand by the promoter/s, within the stipulated time as mentioned in the payment plan through A/c payee cheque/demand draft or online payment (as applicable) in favour of "_____ " payable at Mumbai.
- 3.9.. The Promoter/s shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter/s. If there is any reduction in the carpet area within the defined limit then Promoter/s shall refund the excess money paid by Allottee within forty-five days with annual interest as per State Bank of India highest marginal cost of lending Rate plus 2% percent per annum , from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter/s shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary



adjustments shall be made at the same rate per square meter as agreed in Clause 3 of this Agreement.

- 3.10. The Allottee authorizes the Promoter/s to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter/s may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter/s to adjust his payments in any manner.
4. The Promoter/s hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.
5. Time is essence for the Promoter/s as well as the Allottee. The Promoter/s shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottee after receiving the occupancy certificate. Similarly, the Allottee 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 Promoter/s as provided in clause 3.4 herein above. ("Payment Schedule").
- 5.1. (i) If the Promoter/s fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or any other reason, the promoter/s shall be liable, on demand of the Allottee/s in case Allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the total amount received by him in respect of the apartment, with the interest as per State Bank of India highest marginal cost of lending Rate plus 2% percent per annum within 30 days including compensation,
- Provided further if the Allottee does not intend to withdraw from the project, the promoter/s shall pay the Allottee interest



as per State Bank of India highest marginal cost of lending Rate plus 2% percent per annum within 30 days including compensation, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession.

The Allottee agrees to pay to the Promoter/s, interest as per State Bank of India highest marginal cost of lending Rate plus 2% percent per annum within 30 days including compensation, on all the delayed payment which become due and payable by the Allottee to the Promoter/s under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter/s.

- 5.2. Without prejudice to the right of promoter/s to charge interest in terms of sub clause 5.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter/s under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of installments, the Promoter/s shall at his own option, may terminate this Agreement:

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

PROVIDED FURTHER that upon termination of this agreement as aforesaid, the Promoter/s shall refund to the Allottee/s (subject to the adjustment and recovery of any administrative expenses of Rs. 5,00,000/- and/or any other expenses incurred by the promoter/s for such unit as requested by the Allottee or any other amount which may be payable to promoter/s, (i.e. the earnest money/deposit+ any expenses) within a period of 30 days of the termination, the installments of sale price of the said apartment which till then

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have been paid by the Allottee/s to the Promoter/s and the promoter/s herein shall be entitled to deal with the said apartment with any prospective buyer. Delay in issuance of any reminders or notices from the promoter/s shall not be consider as waiver of promoter/s absolute right to terminate this agreement.

- 5.3. For whatsoever reason if the Allottee/s herein, without any default or breach on his/her/their part, desire to terminate this Agreement/transaction in respect of the said apartment then, the Allottee/s herein shall issue a prior written notice to the promoter/s as to the intention of the Allottee/s and on such receipt of notice the promoter/s herein shall be entitled to deal with the said apartment with prospective buyer. After receipt of such notice of intention to terminate this agreement the promoter/s shall issue a 15 days' notice in writing calling upon him/her/them to execute and register Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation the Allottee/s shall be entitle to receive the refund of consideration, subject to terms of this agreement.

It is specifically agreed between the parties hereto that, if the transaction in respect of the said apartment between the promoter/s and allottee/s herein terminated as stated in sub-para 5.2 and 5.3 herein above written then all the instrument under whatsoever head executed between the parties here to or between the promoter/s and allottee/s herein, in respect of the said apartment, shall stand automatically cancelled and either party have no right , title, interest or claim against each other except as provided hereinafter.

6. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) or any other amenities to be provided by the Promoter/s in the said building and the Apartment as more annexed herewith.
7. The Promoter/s hereby declares that the Floor Space Index available as on date in respect of the project land is 14,745.48 square meters

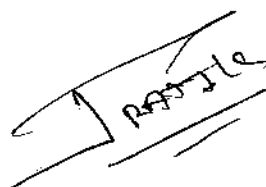
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only and Promoter/s has planned to utilize Floor Space Index of 3.40 by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter/s has disclosed the Floor Space Index of 3.40 as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter/s by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter/s only.

8. The Promoters agrees and understand that timely delivery of possession of the said Apartment is the essence of the Agreement. Subject to receipt of full consideration/total price and dues of the promoter/s and taxes thereon are paid by the Allottee/s in respect of the said apartment, in terms of these presents, the promoter/s, based on the approved plans and specification assures to hand over possession of the said apartment on or before 31st day of December 2020.

PROVIDED THAT, the Promoter/s shall be entitled to extension of time for giving delivery of the said premises on the aforesaid date, and same shall not include the period of extension given by the Authority for registration further if the completion of the said Building in which the said apartment is to be situated is delayed on account of

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- (a) war, civil commotion, flood, drought, fire, cyclone, earthquake, act of God or any calamity by nature affecting the regular development of Real Estate Project ('Force Majeure');
 - (b) Extension of time for giving possession as may be permitted by the regulatory authority under Real Estate (Regulation and Development) Act, 2016 for reason where actual work of said project/building could not be carried by the promoter/s as per sanctioned plan due to specific stay or injunction orders relating to the said project from any court of law, or tribunal, competent authority, statutory authority, high power committee etc. or due to such circumstances as may be decided by the authority.



If, however, the completion of the project is delayed due to Force Majeure conditions then the Allottee agrees that the Promoter/s shall be entitled to the extension of time for delivery of possession of the apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it become impossible for the Promoter/s to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter/s shall refund to the Allottee the entire amount except earnest money received by the Promoter/s from the allotment within 30 days from that date. After any refund of the money paid by the Allottee, Allottee agrees that he/she shall not have any right, claims etc. against the promoter/s and that the Promoter/s shall be released and discharged from all its obligations and liabilities under this Agreement.

8.1. The promoter/s, assure to hand over possession of the said common amenities on 31st day of December 2020 the Allottee/s herein agrees and convey that he/she/they shall not be entitle to refuse to take the possession of the said apartment on the ground of non- completion of common amenities.

9. The Promoter/s, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment], to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoter/s shall give possession of the [Apartment] to the Allottee. The Promoter/s agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter/s. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/s or association of allottee, as the case may be. The Promoter/s on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

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

9.2. Upon receiving a written intimation from the Promoter/s as per clause 9.1, the Allottee shall take possession of the

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[Apartment] from the Promoter/s by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter/s shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 9.1 such Allottee shall continue to be liable to pay maintenance charges as applicable from the date of occupation certificate.

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

Provided that, the Allottee/s shall not carry out any alterations of the whatsoever nature in the said apartment of phase/wing and in specific the structure of the said unit/wing/phase of the said building shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alteration in any of the fittings, pipes, water supply connections or any erections or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the promoter/s the defect liability automatically shall become void.

11. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of it is intended. The Allottee shall use the garage or parking space only for purpose of keeping or parking vehicle.
12. The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society to be known by such name as the Promoter/s may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society and for becoming a member,

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

12.1. The Promoter/s shall, within three months of registration of the Society or Association, as aforesaid, cause to be transferred to the society all the right, title and the interest of the Vendor and/or the owners in the said structure of the Building in which the said Apartment is situated

12.2. The Promoter/s shall, within three months of registration of the Federation/apex body of the Societies, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original owner/promoter/s and/or the owners in the project located which the building is constructed.

12.3. Within 15 days after notice in writing is given by the Promoter/s to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society is formed and the said structure of the building is transferred to it, the Allottee shall pay to the Promoter/s such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter/s provisional monthly contribution of Rs. per month towards the outgoings. The amounts so paid by the Allottee to the Promoter/s shall not carry any interest and

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

13. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter/s, the following amounts :

- i. Rs. _____/-Agreed charges and other expenses for admission and acquiring of Membership Rights in the existing Registered Co-operative Society;
- ii. Rs. _____ /- Towards the proportionate contribution of the sinking and other funds, at par with the old members of the society;
- iii. Rs. _____ /- Agreed advance to be deposited with the existing Registered Society, without carrying any interest thereon, towards the proportionate share of M.C.G.M. taxes, water taxes, common electricity bills, maintenance charges and other outgoings as mentioned in Annexure-'G' hereto including periodical payment to M.C.G.M. & Reliance Energy Ltd. for water connection and electricity supply etc.
- iv. Rs. _____/- Agreed deposit for connection from Mahanagar Gas Limited;
- v. Rs. _____/-Reimbursement of the amount towards electricity meter deposit, water meter deposit and other connected expenses;
- vi. Rs. _____/-Agreed One Time membership rights in Health Club
- vii. Rs. _____ Towards Development charges paid or required to be paid to MCGM;

13.1. The Allottee shall pay to the Promoter/s a sum of Rs. 1,00,000/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at Law/Advocates of the Promoter/s in connection with formation of the said

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Society, 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.

13.2. At the time of registration of conveyance of the structure of the building of the building, the Allottee shall pay to the Promoter/s, the Allottees' share of stamp duty and registration charges payable, by the said Society on such conveyance or any document or instrument of transfer in respect of the structure of the said Building of the building. At the time of registration of conveyance of the project land, the Allottee shall pay to the Promoter/s, 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 structure of the said land to be executed in favour of the Apex Body or Federation.

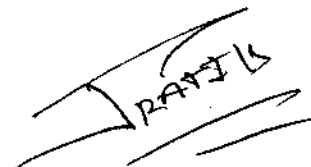
14. The Promoter/s hereby represents and warrants to the Allottee as follows:

- a. The Promoter/s has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- b. The Promoter/s 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;
- c. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- d. Three matters are pending viz 1. In the High Court, Mumbai vide Suit No. 3339 of 2008 filed by Narendra Ambernath Deoulkar & Ors. against samina Arif Khan & Ors. and the same is pending for Direction, 2. In the City Civil Court, Dindoshi branch, Mumbai vide L.C.Suit No. 1616 of 2016 filed by Kamalkant Sahewal & Ors. against M/s. Anuradha

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Real Estate Developers Pvt. Ltd. and the same is pending for Reply/Rejoinder on N/M. and 3. In the Metropolitan Magistrate Court, Borivali branch, Mumbai vide Criminal Complaint No. 2538/SS/2016 filed by Neeraj Saraf against M/s. Anuradha Real Estate Developers Pvt. Ltd. & Anr. and the same is pending. There are no litigations other than mentioned above pending before any Court of law with respect to the project land or Project except those hereinabove;

- e. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said 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 said building shall be obtained by following due process of law and the Promoter/s has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building and common areas;
- f. The Promoter/s has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- g. The Promoter/s 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 Allottee under this Agreement;
- h. The Promoter/s confirms that the Promoter/s is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- i. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter/s shall

 PART 16

handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Society; and title documents, necessary documents and plans to the society;

- j. The Promoter/s has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- k. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter/s in respect of the project land and/or the Project except those disclosed in the title report.

14.1. The Promoter/s shall be entitled to enter into agreement with other buyers and Purchasers on such terms and conditions as the Promoter/s may deem fit or alter the terms and conditions of the agreements already entered into by the Promoter/s with other buyers and purchasers.

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

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

b. Not to store in the Apartment any goods which are of

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hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the apartment is situated or the apartment on account of the negligence or default of the allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- c. Not to Misuse damage the staircases, common passages, Meter room, Pump Room, Society office, Servants Toilet/room, or any other structure of the building in which the apartment is situated, including entrances of the building in which the Apartment is situated;
- d. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter/s to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other Public Authority.
- e. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and

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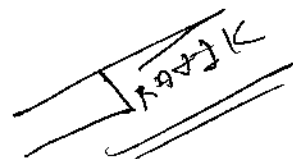
the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter/s and/or the Society.

- f. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- g. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said apartment in the compound or any portion of the project land and the building in which the apartment is situated.
- h. Not to object development on open space of the proposed building or adjoining plot on west and east side plot with deficiency in open space if development takes place in future. Also the NOC from neighbourhood shall not be insisted by flat Allottee/s.
- i. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- j. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter/s under this Agreement are fully paid up.
- k. The Allottee shall observe and perform all the rules and regulations which the Society may adopt at its inception

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

1. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of the Society, the Allottee shall permit the Promoter/s and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- m. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of the Society, the Allottee shall permit the Promoter/s and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
- n. The Allottee/s shall observe and perform the terms, conditions and covenants contained in this agreement and shall keep the Promoter/s indemnified against observance and performance of the said terms, conditions and covenants to be observed and performed by the Allottee/s under this agreement.
- o. If the Allottee/s neglects, omits or fails for any reason whatsoever to perform and/or observe any of the terms, conditions, stipulation and covenants herein contained on its/his/her/their part to be observed and performed then

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this agreement shall at the option of the Promoter/s stand terminated and except the earnest money / deposit, all other amounts till then paid by the Allottee/s to the Promoter/s shall be refunded without interest by the Promoter/s to the Allottee/s and the Allottee/s hereby agree/s to forfeit all its/his/her/their right, title and interest in the said apartment and if the possession of the said apartment is already handed over to the Allottee/s, then in such an event, the Allottee/s shall also be liable to immediate ejectment as trespasser/s. However, the rights given under this clause to the Promoter/s shall be without prejudice to any other rights, remedies and claims whatsoever of the Promoter/s available against the Allottee/s under this Agreement and/or otherwise.

15.1. In addition to above the Allottee/s confirm/s and declare/s that he/she/they are aware and agreed;

- a) That the building is deficient in open space and M.C.G.M. will not be held liable for the same in future.
- b) That the member/s agrees for no objection for the neighbourhood development with deficient open space in future.
- c) That the member/s will not held M.C.G.M. liable for failure of mechanical Parking system / car lift in future.
- d) That the member/s will not held M.C.G.M. liable for the proposed inadequate / Sub-standard sizes of room in future and complaints of whatsoever nature will not be made in future.
- e) That there is inadequate manoeuvring space of car parking and member/s will not make any complaint to M.C.G.M. in this regard in future.

16. Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the promoter/s herein has decided to have the name of the project **Royal Accord** and building will be denoted by letters or name **Royal Accord** or as decided by the promoter/s and further erect or affix Promoter/s name board at suitable places as decided by the promoter/s herein on a building and at the entrances of the project. The Allottee/s in the said project/building/s or proposed organisation are not entitled to change the aforesaid project name and remove or alter Promoter/s name

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board in any circumstances. This condition is essential condition of this Agreement.

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

Provided that the Promoter/s shall be allowed to withdraw the sums received from the Allottee/s and utilise the same as contemplated and permitted under the said act and rules and regulations made thereunder.

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

19. After the Promoter/s executes this Agreement he shall not mortgage or create a charge on the 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 who has taken or agreed to take such Apartment.

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

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receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter/s, then the Promoter/s shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall not be refund to the Allottee.

21. This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment /building, as the case may be.
22. This Agreement may only be amended through written consent of the Parties.
23. 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 Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.
24. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
25. Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Project.

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26. Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
27. The execution of this Agreement shall be complete only upon its execution by the Promoter/s through its authorized signatory at the Promoter/s Office, or at some other place, which may be mutually agreed between the Promoter/s and the Allottee in after the Agreement is duly executed by the Allottee and the Promoter/s 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.
28. The Allottee and/or Promoter/s shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter/s will attend such office and admit execution thereof.
29. That all notices to be served on the Allottee and the Promoter/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter/s by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of First Promoter	ANURADHA REAL ESTATE DEVELOPERS PRIVATE LIMITED.
Address of Promoter	1069, Near Balaji School, Village Malad West, Behind Evershine Mall, Mumbai - 400064
Contact Number of First Promoter	
E-Mail ID of First Promoter	

JRMIX

Name of Second Promoter	LORD SHREE GANESHA DEVELOPERS
Address of Promoter	Flat No.C-1, Ground floor, Sumer Nagar, Building No.3, S.V. Road, Borivali (West), Mumbai 400092
Contact Number of Second Promoter	
E-Mail ID of Second Promoter	

Name of Allottee	
Address of Allottee	
Contact No. of Allottee	
Email ID of Allottee	

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

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

31. The stamp duty and registration charges that may become payable on this Agreement and on other deeds to be executed in pursuance hereof shall be borne and paid by the Allottee/s alone. The stamp duty and registration charges that may become payable on Instrument of Transfer or other documents that will be executed for transfer of the said property and said Building or the relevant part or share therein in favour of the Society shall be borne and paid by the Allottee/s and acquirers of various premises in the said Building or the Society, but not by the Promoter/s.

32. Any dispute between parties shall be settled amicably. In case of

ARTICLE

failure to settled the dispute amicably, which shall be referred to the Adjudicating officer as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

33. 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 Mumbai courts will have the jurisdiction for this Agreement

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

First Schedule Above Referred to

All that piece or parcel of land lying and being at Village Malad, Taluka Borivli bearing CTS No.1069A/2A/1 admeasuring about 4573.88 sq. yards equivalent to 3823.90 sq. mtrs. or thereabout in the Registration District of Mumbai City and Mumbai Suburban District, Mumbai, and bounded as follows:

On or towards the North	: C.T.S. No. 1069 A/A/1
On or towards the South	: C.T.S. No. 1072
On or towards the East	: Existing Road
On or towards the West	: C.T.S. No. 1070

Second Schedule Above Referred to

ALL THAT residential premises being Apartment bearing No. _____ admeasuring _____ sq. ft. of carpet area (inclusive of balconies and Fungible FSI) with terrace of _____ sq. ft. attach thereto on the _____ floor of the said Building being constructed on the land more particularly described in the **First Schedule** hereinabove written floor plan of which flat/ attached terrace/s is annexed hereto and marked as **Annexure "G"** with Green colour boundary lines thereon

JANIL

Third Schedule Above Referred to

Common areas and facilities/ limited common area and facilities.

The land on which the building is located, the foundations, columns, girders, beams, main walls, lobbies, stairways, lift, lift room, pump room, suction tank, septic tank, soak pit. It is further clarified that if open stilt portion, terrace, open space, parking space or any other covered areas is allocated to any Allottee/ Purchaser or any other person/s and maintained by him/her/them, then the said portion shall not be covered under the definition of 'common areas and facilities'

SIGNED, SEALED&DELIVERED)
by the within-named "**The First Promoter**")
ANURADHA REAL ESTATE)
DEVELOPERS PRIVATE LIMITED)
through its Director)
Mr. Pratik Jiyan)
in the presence of _____)

SIGNED, SEALED&DELIVERED)
by the within-named "**The Second Promoter**")
LORD SHREE GANESHA DEVELOPERS)
through its Partner)
Mr.)
in the presence of _____)

SIGNED&DELIVERED)
by the within-named "**Allottee/s**")
_____)
_____)
in the presence of _____)

Handwritten signature/initials

RECEIPT

RECEIVED of and from the above named Allottee/s on or before the execution hereof the sum of Rs. _____/- (Rupees _____ Only) towards earnest amount deposits expressed as follows to have been paid by it/him/her/them to us.

Sr. No.	Amount	Date	Cheque No	Bank Detail
1				
2				
3				
4				

We say Received Rs. _____/-

For **ANURADHA REAL ESTATE
DEVELOPERS PRIVATE LIMITED**

Director

Witnesses:-

1.

For **LORD SSHREE GANESHA
DEVELOPERS**

2.

Partner

[Handwritten Signature]

DT. DAY OF 2017

B E T W E E N

**ANURADHA REAL ESTATE
DEVELOPERS PRIVATE LIMITED**
... The First Promoter

And

LORD SHREE GANESHA DEVELOPERS
... The Second Promoter

A N D

SHRI/SMT. _____

....FLAT ALLOTTEE/S

AGREEMENT FOR SALE

**Flat No. _____ on _____ floor
at Royal Accord.**

J RATHI