Annexure 'A'
Model Form of Agreement to be entered into between Swar Land Developers Ltd. and Assignee(s)
(See rule 10(1))

Draft Agreement to Assign

This Agreement made at Dombivli this.....day of..... in the year Two Thousand and ..... between **SWAR LAND DEVELOPERS LIMITED**, a company incorporated under the Companies Act, 1956 and a public company within the meaning of the Companies Act, 2013 (CIN no.U45201MH2007PLC168339), having its Registered office at 11B, Mittal Tower B Wing, Free Press Journal Marg, Nariman Point, Mumbai-400021 (PAN no. AAKCS6763K), represented by its authorized signatory (Aadhar no. ----------) authorized vide board resolution dated hereinafter referred to as "the Assignor" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successor-in- interest, executors, administrators and permitted assignees);

AND

Mr./Ms---------- (Aadhar no.), son/daughter of ----------, aged about ,residing at ..... (PAN No.----------) ,hereinafter referred to as " the Assignee" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his/her/its heirs, executors, administrators, successors-in-interest and permitted assignees).

WHEREAS:

A) By and under an Indenture of Lease dated the 20th day of January 2012 executed between Maharashtra Industrial Development Corporation (therein and hereinafter called the "Lessor") of the One Part and the Assignor herein (therein called the "Lessee") of the Other Part and registered with the Sub-Registrar of Assurances at Kalyan-3 on 16th February 2012 under Serial No. KLN-3-1210, the Lessor did thereby demise unto the Assignor the Technical Shed (TS) Plot No. 6 alongwith the structure/building constructed on the said Plot in Dombivli Industrial Area within the village limits of Chole, Taluka and Registration Sub-District Kalyan and Registration District Thane admeasuring 2457 sq. mtrs. or thereabouts and more particularly described in **Part A** of the **First Schedule** hereunder written (hereinafter referred to as **"Plot No. 6"**) for the term of 85 years commencing from 9th February 1976 on the payment of the yearly rent of Re. 1/- and subject to the covenants and conditions of the lease

contained in the said Indenture of Lease and on the part of the Assignor to be paid, observed and performed;

B) By and under another Indenture of Lease dated the 20th day of January 2012 executed between the Lessor of the One Part and the Assignor herein (therein called the "Lessee") of the Other Part and registered with the Sub-Registrar of Assurances at Kalyan-3 on 16th February 2012 under Serial No. KLN-3-1212, the Lessor did thereby demise unto the Assignor all that piece or parcel of vacant land being Technical Shed (TS) Plot No. 6A in Dombivli Industrial Area within the village limits of Chole, Taluka and Registration Sub-District Kalyan and Registration District Thane admeasuring 3962 sq. mtrs. or thereabouts and more particularly described in **Part B** of the **First Schedule** hereunder written (hereinafter referred to as **"Plot No. 6A"**) for the term of 95 years commencing from 1st December 1968 on the payment of the yearly rent of Re. 1/- and subject to the covenants and conditions of the lease contained in the said Indenture of Lease and on the part of the Assignor to be paid, observed and performed;

C) By and under a third Indenture of Lease dated the 20th day of January 2012 executed between the Lessor of the One Part and the Assignor herein (therein referred to as the "Lessee") of the Other Part and registered with the Sub-Registrar of Assurances at Kalyan-3 on 16th February 2012 under Serial No. KLN-3-1214, the Lessor did thereby demise unto the Assignor all that piece or parcel of vacant land being Technical Shed (TS) Plot No. 6B in Dombivli Industrial Area within the village limits of Chole, Taluka and Registration Sub-District Kalyan and Registration District Thane admeasuring 4310 sq. mtrs. or thereabouts and more particularly described in **Part C** of the **First Schedule** hereunder written (hereinafter referred to as **"Plot No. 6B"**) for the term of 95 years commencing from 23rd January 1971 on the payment of the yearly rent of Re. 1/- and subject to the covenants and conditions of the lease contained in the said Indenture of Lease and on the part of the Assignor to be paid, observed and performed;

The amalgamated Plot Nos. 6, 6A and 6B demised unto the Assignor under the Lease Deeds are hereinafter collectively referred to as the **"Demised Land"**; Vide letter No. MIDC/Prakatha-1/TS-6,6A,6B/Phase-1/3463 dated 05-08-2013 permitted the Lessee to build

galas on Plot No. 6, Plot No.6A and Plot No. 6B for use of small industries/industrialist for industry purpose on the terms and conditions set out therein.

The Assignor has commenced construction of Phase –III of the Project on the "Demised Land".

The Assignor shall at a later stage construct additional buildings forming part of the industrial estate (viz. Jai Estate) in accordance with the building plans as may be approved by the Lessor from time to time.

AND WHEREAS the Assignee is offered a Unit bearing number _____ on the ____ floor, (herein after referred to as the said "Unit") in the _____ wing of the Building called "JAI ESTATE" (herein after referred to as the said "Building") being constructed in the Phase- III of the said project, by the Assignor .

AND WHEREAS the Assignor has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Assignor 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';

AND WHEREAS the Assignor has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Assignor accepts the professional supervision of the Architect and the structural Engineer till the completion of the buiding/buildings.

AND WHEREAS by virtue of the Agreement to Lease the Assignor has sole and exclusive right to assign the Units in the said building/s constructed/ to be constructed by the Assignor on the project land and to enter into Agreement/s with the Assignee(s)/s of the Units to receive the consideration in respect thereof;

AND WHEREAS on demand from the Assignee, the Assignor has given inspection to the Assignee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Assignor's Architects Messrs Rajesh Thakre & Associates and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

AND WHEREAS the authenticated copies of Certificate of Title issued by the advocate of the Assignor, authenticated copies of Agreement to Lease and other relevant records showing the

nature of the title of the Assignor to the project land on which the Units are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B' respectively.

AND WHEREAS the authenticated copies of the plans of the Layout for Phase-III as approved by the Lessor i.e Maharashtra Industrial Development Corporation have been annexed hereto and marked as Annexure C-1.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Assignor and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure C-2,

AND WHEREAS the authenticated copies of the plans and specifications of the Unit agreed to be purchased by the Assignee, as sanctioned and approved by the local authority have been annexed and marked as Annexure D.

AND WHEREAS the Assignor has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

AND WHEREAS while sanctioning the said plans Maharashtra Industrial Development Corporation has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Assignor while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by Maharashtra Industrial Development Corporation.

AND WHEREAS the Assignor has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Assignee has applied to the Assignor for allotment of a Unit No. ..... on .....floor in wing ____ situated in the building No. ..... being constructed in the Phase-III of the said Project,

AND WHEREAS the carpet area of the said Unit is _____ square meters as per Maha RERA and _____ square meters as per MIDC.

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 Assignee has paid to the Assignor a sum of Rs..... (Rupees .....) only, being part payment of the consideration of the Unit agreed to be assigned by the Assignor to the Assignee as advance payment (the payment and receipt whereof the Assignor both hereby admit and acknowledge) and the Assignee has agreed to pay to the Assignor the balance of the consideration in the manner hereinafter appearing.

AND WHEREAS, under section 13 of the said Act the Assignor is required to execute a written Agreement for assigning the said Unit with the Assignee, 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 Assignor hereby agrees to assign and the Assignee hereby agrees for the same.

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

1. The Assignor shall construct the said building/s (Phase-III) consisting of ground plus Four upper floors on the project land in accordance with the plans, designs and specifications as approved Maharashtra Industrial Development Corporation (MIDC) from time to time.

   Provided that the Assignor shall have to obtain prior consent in writing of the Assignee in respect of variations or modifications which may adversely affect the Unit of the Assignee except any alteration or addition required by MIDC or any Government authorities or due to change in law.

   1.a The Assignee hereby agrees to accept from the Assignor and the Assignor hereby agrees to assign to the Assignee Unit No. ..... of the type ..... of carpet area admeasuring ..... sq. metres on ..... floor in the building _____/wing (hereinafter referred to as "the Unit") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of Rs. ..... including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

   1(b) The total aggregate consideration amount for the Unit is Rs._____/-

   1(c) The Assignee has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) as advance payment and hereby agrees to pay to that Assignor the balance amount of Rs .....(Rupees.....) in the following manner :-

i. Amount of Rs...../-(.....) (15% of the total consideration) to be paid to the Assignor on completion of the Plinth of the building or wing in which the said Unit is located.

ii. Amount of Rs...../-(.....) (15% of the total consideration) to be paid to the Assignor on completion of the first slab of the building or wing in which the said Unit is located.

iv. Amount of Rs...../-(.....) (10% of the total consideration) to be paid to the Assignor on completion of the 2nd slab of the building or wing in which the said Unit is located.

v. Amount of Rs...../-(.....) (10% of the total consideration) to be paid to the Assignor on completion of the 3rd slab of the building or wing in which the said Unit is located.

vi. Amount of Rs...../-(.....) (10% of the total consideration) to be paid to the Assignor on completion of the 4th slab of the building or wing in which the said Unit is located.

vii. Amount of Rs...../-(.....) (5% of the total consideration) to be paid to the Assignor on completion of the break work i.e. walls, internal plaster, floorings, doors and windows of the said Unit.

viii. Amount of Rs...../- (.....) (5% of the total consideration) to be paid to the Assignor on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Unit.

ix. Amount of Rs...../-(.....) (5% of the total consideration) to be paid to the Assignor on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Unit is located..

x. Amount of Rs...../-(.....) (10% of the total consideration) to be paid to the Assignor 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 to Assign of the building or wing in which the said Unit is located.

xi. Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the Unit to the Assignee on or after receipt of occupancy certificate or completion certificate.

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

out the Project payable by the Assignor) up to the date of handing over the possession of the
Unit.

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the Competent Authority and/or any other increase in charges which may be levied or imposed by the Competent Authority Local Bodies/Government from time to time. The Assignor undertakes and agrees that while raising a demand on the Assignee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Assignor 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 Assignee, which shall only be applicable on subsequent payments.

1(f) The Assignor may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Assignee by discounting such early payments @ 10 % 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 Assignee by the Assignor.

1(g) The Assignor shall confirm the final carpet area that has been allotted to the Assignee 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 Assignor. If there is any reduction in the carpet area within the defined limit then Assignor shall refund the excess money paid by Assignee within forty-five days with annual interest at the rate specified in the Rules and Regulations from the date when such an excess amount was paid by the Assignee. If there is any increase in the carpet area allotted to Assignee, the Assignor shall demand additional amount from the Assignee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(h) The Assignee authorizes the Assignor to adjust/appropriate all payments made by him/her/ it under any head(s) of dues against lawful outstanding, if any, in his/her/its name as the Assignor may in its sole discretion deem fit and the Assignee undertakes not to object/demand/direct the Assignor to adjust his payments in any manner.

2.1 The Assignor hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by MIDC and/or concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Unit to the Assignee, obtain from MIDC occupancy and/or completion certificates in respect of the Unit.

2.2 Time is essence for the Assignor as well as the Assignee. The Assignor shall abide by the time schedule for completing the project and handing over the Unit to the Assignee and the common areas to the association of the Assignees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Assignee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Assignor as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Assignor hereby declares that the Floor Space Index available as on date in respect of the project land is ..... square meters only and Assignor has planned to utilize Floor Space Index of 1.5 by availing FSI available on payment of premiums as applicable to the said Project. The Assignor has disclosed the Floor Space Index of 1.5 as proposed to be utilized by him on the project land in the said Project and Assignee has agreed to purchase the said Unit based on the proposed construction of Units to be carried out by the Assignor by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Assignor only.

4.1 If the Assignor fails to abide by the time schedule for completing the project and handing over the Unit to the Assignee, the Assignor agrees to pay to the Assignee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Assignee, for every month of delay, till the handing over of the possession. The Assignee agrees to pay to the Assignor, interest as specified in the Rule**,** on all the delayed payment which become due and payable by the Assignee to the Assignor under the terms of this Agreement from the date the said amount is payable by the Assignee(s) to the Assignor.

4.2 Without prejudice to the right of the Assignor to charge interest in terms of sub clause 4.1 above, on the Assignee committing default in payment on due date of any amount due and payable by the Assignee to the Assignor under this Agreement (including his/her/its proportionate share of taxes levied by MIDC and/or concerned local authority and other outgoings) and on the Assignee committing three defaults of payment of instalments, the Assignor shall at his own option, may terminate this Agreement:

Provided that, the Assignor shall give notice of fifteen days in writing to the Assignee, by Registered Post AD at the address provided by the Assignee and mail at the e-mail address provided by the Assignee, 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 Assignee fails to rectify the breach or breaches mentioned by the Assignor within the period of notice then at the end of such notice period, Assignor shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Assignor shall refund to the Assignee (subject to adjustment and recovery of 10%liquidated

damages or any other amount which may be payable to Assignor) within a period of thirty days of the termination, the instalments (excluding taxes and levies) of consideration of the Unit which may till then have been paid by the Assignee to the Assignor.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Assignor in the said building and the Unit as are set out in Annexure 'E', annexed hereto.

6. The Assignor shall give possession of the Unit to the Assignee on or before 31st day of December 2020. If the Assignor fails or neglects to give possession of the Unit to the Assignee on account of reasons beyond his control and of his agents by the aforesaid date then the Assignor shall be liable on demand to refund to the Assignee the amounts already received by him in respect of the Unit with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Assignor received the sum till the date the amounts and interest thereon is repaid.

Provided that the Assignor shall be entitled to reasonable extension of time for giving delivery of Unit on the aforesaid date, if the completion of building in which the Unit is to be situated is delayed on account of -

(i) war, civil commotion or act of God ;

(ii) any notice, order, rule, notification of the Government and/or other public or Competent Authority /court.

7.1 **Procedure for taking possession** - The Assignor, upon obtaining the occupancy certificate from the Competent Authority and the payment made by the Assignee as per the agreement shall offer in writing the possession of the Unit, to the Assignee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Assignor shall give possession of the Unit to the Assignee. The Assignor agrees and undertakes to indemnify the Assignee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Assignor. The Assignee agree(s) to pay the maintenance charges as determined by the Assignor or association of Assignees, as the case may be. The Assignor on its behalf shall offer the possession to the Assignee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Assignee shall take possession of the Unit within 15 days of the written notice from the Assignor to the Assignee intimating that the said Units are ready for use and occupancy:

7.3 **Failure of Assignee to take Possession of Unit:** Upon receiving a written intimation from the Assignor as per clause 8.1, the Assignee shall take possession of

the Unit from the Assignor by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Assignor shall give possession of the Unit to the Assignee. In case the Assignee fails to take possession within the time provided in clause 8.1 such Assignee shall continue to be liable to pay maintenance charges as applicable.

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

8. The Assignee shall use the Unit or any part thereof or permit the same to be used only for purpose of industrial activity as permitted by MIDC.

9. The Assignee along with other Assignee(s)s of Units in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Assignor may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Assignor within seven days of the same being forwarded by the Assignor to the Assignee, so as to enable the Assignor to register the common organisation of Assignee. No objection shall be taken by the Assignee if any, changes or modifications are made in the draft bye-laws by any Competent Authority.

9.1 The Assignor shall, within three months of registration of the Society as aforesaid, cause to be transferred to the society all the right, title and the interest of the Assignor in the said structure of the Building or wing in which the said Unit is situated.

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

9.3 Within 15 days after notice in writing is given by the Assignor to the Assignee that the Unit is ready for use and occupancy, the Assignee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Unit) of outgoings in respect of the project land and Building/s namely Property Tax, 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/s or wings is transferred to it, the Assignee shall pay to the Assignor such proportionate share of outgoings as may be determined. The Assignee further agrees that till the Assignee's share is so determined the Assignee shall pay to the Assignor provisional monthly contribution of Rs. ..... per month towards the outgoings. The amounts so paid by the Assignee to the Assignor shall not carry any interest and remain with the Assignor until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society as aforesaid. On such conveyance/assignment of lease being executed for the struct re of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Assignor to the Society.

10. The Assignee shall on or before delivery of possession of the said premises keep deposited with the Assignor, the following amounts :-

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

(ii) Rs. _____/- for formation and registration of the Society.

(iii) Amount as per actuals for proportionate share of taxes, and other charges/levies in respect of the Unit .

(iv) Rs. 5/- per sq. ft. of carpet area for deposit towards provisional monthly contribution towards outgoings for 24 months .

(v) Rs. 30,000/- For Deposit towards Water, Electric, and other utility and services connection & others.

(vi) Rs. 20,000/- for deposits of electrical receiving and Sub Station provided in Layout

11. The Assignee shall pay to the Assignor his proportionate share of expenses for meeting all legal costs, charges and expenses, including professional costs of the Advocates of the Assignor in connection with formation of the said Society, for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease will be as per actuals.

12. At the time of registration of conveyance or lease of the structure of the building or wing of the building, the Assignee shall pay to the Assignor, the Assignees' share of stamp duty and registration charges payable, by the said Society on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or lease of the project land, the Assignee shall pay to the Assignor, the Assignees' share of MIDC transfer charges, stamp duty and registration charges payable, by the said Society on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Society.

13. REPRESENTATIONS AND WARRANTIES OF THE ASSIGNOR
The Assignor hereby represents and warrants to the Assignee as follows:

i. The Assignor has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii. The Assignor has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Assignor has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

vi. The Assignor 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 Assignee created herein, may prejudicially be affected;

vii. The Assignor has not entered into any agreement to Assign 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 Unit which will, in any manner, affect the rights of Assignee under this Agreement;

viii. The Assignor confirms that the Assignor is not restricted in any manner whatsoever from assigning the said Unit to the Assignee in the manner contemplated in this Agreement;

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

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

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

14. The Assignee/s or himself/themselves with intention to bring all persons into whosoever hands the Unit may come, hereby covenants with the Assignor as follows :-

i. To maintain the Unit at the Assignee's own cost in good and tenantable repair and condition from the date that of possession of the Unit is taken and shall not do or suffer to be done anything in or to the building in which the Unit 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 Unit is situated and the Unit itself or any part thereof without the consent of MIDC and /or local authorities, if required.

ii. Not to store in the Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Unit is situated or storing of which goods is objected to by MIDC, 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 Unit is situated, including entrances of the building in which the Unit is situated and in case any damage is caused to the building in which the Unit is situated or the Unit on account of negligence or default of the Assignee in this behalf, the Assignee shall be liable for the consequences of the breach.

iii. To obtain separate fire approval for his unit from MIDC Fire Department before occupying his premises and implementation of all the recommendations of MIDC Fire Department will be obligatory on his part.

iv. To carry out at his own cost all internal repairs to the said Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Assignor to the Assignee and shall not do or suffer to be done anything in or to the building in which the Unit is situated or the Unit 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 Assignee committing any act in contravention of the above provision, the Assignee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

v. Not to demolish or cause to be demolished the Unit 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 Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Unit is situated and shall keep the portion, sewers, drains and pipes in the Unit and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Unit 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 Unit without the prior written permission of the Assignor and/or the Society or the Limited Company.

vi. 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 Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the project land and the building in which the Unit is situated.

viii. Pay to the Assignor within fifteen days of demand by the Assignor, his share of security deposit demanded by MIDC, the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Unit is situated.

ix. To bear and pay Property Tax, 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 Unit by the Assignee for any purposes other than for purpose for which it is assigned.

x. The Assignee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Unit without permission from MIDC and until all the dues payable by the Assignee to the Assignor under this Agreement are fully paid up.

xi. The Assignee shall observe and perform all the Rules and Regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Units 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 Assignee shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the Unit 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.

xii. Till a conveyance of the structure of the Building in which Unit is situated is executed in favour of Society, the Assignee shall permit the Assignor 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.

xiii. Till a conveyance of the project land on which the building in which Unit is situated is executed in favour of Society, the Assignee shall permit the Assignor 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.

15. The Assignor shall maintain a separate account in respect of sums received by the Assignor from the Assignee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Units or of the said Plot and Building or any part thereof. The Assignee shall have no claim save and except in respect of the Unit hereby agreed to be assigned to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Assignor until the said structure of the building is transferred to the Society and until the project land is transferred to Society as hereinbefore mentioned.

17. Assignor SHALL NOT MORTGAGE OR CREATE A CHARGE :
After the Assignor executes this Agreement he shall not mortgage or create a charge on the Unit 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 Assignee who has taken or agreed to take such Unit.

18. BINDING EFFECT
Forwarding this Agreement to the Assignee by the Assignor does not create a binding obligation on the part of the Assignor or the Assignee until, firstly, the Assignee 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 Assignee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Assignor. If the Assignee(s) fails to execute and deliver to the Assignor this Agreement within 30 (thirty) days from the date of its receipt by the Assignee and/or appear before the Sub-Registrar for its registration as and when intimated by the Assignor, then the Assignor shall serve a notice to the Assignee for rectifying the default, which if not rectified within 15 **(**fifteen**)** days from the date of its receipt by the Assignee, application of the Assignee shall be treated as cancelled and all sums deposited by the Assignee in connection therewith (excluding

liquidated damages, Govt. taxes and levies) shall be returned to the Assignee without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

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

20. RIGHT TO AMEND

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ASSIGNEE / SUBSEQUENT ASSIGNEES

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 Assignees of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

22. SEVERABILITY

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

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

Wherever in this Agreement it is stipulated that the Assignee has to make any payment, in common with other Assignee(s) in Project, the same shall be in proportion to the carpet area of the Unit to the total carpet area of all the Units in the Project.

24. FURTHER ASSURANCES

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

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Assignor through its authorized signatory at the Assignor's Office, or at some other place, which may be mutually agreed between the Assignor and the Assignee, in after the Agreement is duly executed by the Assignee and the Assignor 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.

26. The Assignee and/or Assignor 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 Assignor will attend such office and admit execution thereof.

27. That all notices to be served on the Assignee and the Assignor as contemplated by this Agreement shall be deemed to have been duly served if sent to the Assignee or the Assignor by Registered Post A.D **and** notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Assignee
(Assignee's Address)
Notified Email ID:_____

M/s Assignor name : SWAR LAND DEVELOPERS LIMITED

(Assignor Address) : Plot no. TS-6, MIDC, Phase-I, Opp. SBI, Dombivli Industrial Area, Dombivli (East), Dist. Thane-421203
Notified Email ID : jaiestate123@gmail.com

It shall be the duty of the Assignee and the Assignor to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post or by sending an E-mail at the notified E- mail ID failing which all communications and letters posted at the above address or sent by E-mail shall be deemed to have been duly received by the Assignor or the Assignee, as the case may be.

28. JOINT ASSIGNEES
That in case there are Joint Assignees all communications shall be sent by the Assignor to the Assignee 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 Assignees.

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

30. Dispute Resolution :- Any dispute between parties shall be settled amicably**.** In case of failure to settled the dispute amicably, which shall be referred to the

Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. GOVERNING LAW

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

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

First Schedule Above Referred to Description of the leasehold land and all other details :-

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of Demised Land)

Part A:

All that piece or parcel of land known as **TS Plot No. 6** in the Dombivli Industrial Area within the village limits of Chole, Tal. & Registration Sub-District Kalyan and District Registration District Thane containing by admeasurement **2457** sq. mtrs. or thereabouts and bounded as follows that is to say:-

On or towards the North by : Open Land

On or towards the South by : Road (R/w. 9.75 Mtrs)

On or towards the East by : Plot No. 7

On or towards the West by : Open Land

Part B:

All that piece or parcel of land known as **Plot No. TS No. 6A,** in the Dombivli Industrial Area, situated at village Chole, Tal. & Registration Sub-District Kalyan and District Registration District Thane containing by admeasurement **3962** sq. mtrs. or thereabouts and bounded as follows that is to say:-

On or towards the North by : MIDC Land

On or towards the South by : TS Plot No. 6 & Road

On or towards the East by : MIDC Land

On or towards the West by : MIDC Land

Part C:

All that piece or parcel of land known as **Plot No. TS No. 6B,** in the Dombivli Industrial Area, situated at village Chole, Tal. & Registration Sub-District Kalyan and District Registration District Thane containing by admeasurement **4310** sq. mtrs. or thereabouts and bounded as follows that is to say:-

On or towards the North by : MIDC Land

On or towards the South by : Road

On or towards the East by : TS Plot No. 6 + 6A

On or towards the West by : MIDC Land

Second Schedule Above Referred to Here set out the nature, extent and description of common areas and facilities.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the Unit)

Unit No. _____admeasuring _____sq. mts. (Carpet area) on _____ in _____ **Wing** in the industrial estate known as "**Jai Estate''** constructed on Plot Nos. TS-6,6A and 6B more particularly described in the First Schedule hereinabove written:

SIGNED AND DELIVERED BY THE WITHIN NAMED
Assignee:

(1)

(2)

At on

in the presence of WITNESSES:

1. Name
Signature
_____
2. Name
Signature _____

SIGNED AND DELIVERED BY THE WITHIN NAMED
Assignor:

(1)

(Authorized Signatory)

WITNESSES:
Name
Signature _____ _

Name
Signature
_____

SCHEDULE ‘A’
PLEASE INSERT DESCRIPTION OF THE UNIT
ALONG WITH BOUNDARIES IN
ALL FOUR DIRECTIONS

SCHEDULE ‘B’

FLOOR PLAN OF THE UNIT

ANNEXURE – A
Name of the Advocate,
Address :
Date :
No.
RE. :
Title Report
Details of the Title Report
The Schedule Above Referred to
(Description of property)
Place:
Dated ……..day of ..... 20.....
(Signed)
Signature of Advocate

ANNEXURE –B
(Authenticated copies of Documents showing nature of the title of the Assignor to the project land).

ANNEXURE –C-1
(Authenticated copies of the plans of the Layout as approved by MIDC)

ANNEXURE - C-2
(Authenticated copies of the plans of the Layout as proposed by the Assignor and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)

ANNEXURE -D
(Authenticated copies of the plans and specifications of the Unit agreed to be purchased by the Assignee as approved by MIDC)

ANNEXURE – E
(Specification and amenities for the Unit),

ANNEXURE –F
(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)

Received of and from the Assignee above named the sum of Rupees ..... on execution of this agreement towards part consideration.

I say received.

For SWAR LAND DEVELOPERS LIMITED

AUTHORIZED SIGNATORY