AGREEMENT FOR SALE

This Agreement made at Bhiwandi on this _____ day of 2025.

BETWEEN:

M/s Sri Balaji Developer, a partnership firm registered under Indian Partnership Act, 1932, P A No.ABTFS4394P, having registered office at Office No.104, 1st Floor, Tropical Elite, Opp Naupada, Police Station, Naupada, Thane (West), hereinafter referred to as the 'Promoters', (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners for the time being of the Firm, their survivor/s, the heirs, executors and administrators of such last survivor), of the One Part.

AND

_____

_____Age _____ years, PAN.No._____, age _____years, P A N No. _____. Indian Inhabitants, having his / her address,at_____ _____ hereinafter referred to as 'The Allottee', (which expression shall unless it be repugnant to the context or meaning thereof be demed to mean and include his / her / their respective heirs, executors, administrators and permitted assigns), of the Other Part.

W H E R E A S

a. Since prior to 1964 Mohammed Yusuf Ramjaan Momin was seized possessed and absolutely entitled to the plot of land presently situate at Station Road Bhiwandi in the revenue village of Kamatghar taluka and registration sub-district of Bhiwandi District Thane within the limits of Bhiwandi Nizampur Nagarpalika Parishad bearing S no 161 H no 5(p) admeasuring about 18,755 sq mts (hereinafter referred to as the **`Plot A'**);

b. By an Order bearing no NAP/SR-261 dated 11th March 1964, the Mamlatdar Bhiwandi granted the permission to convert the use of the said Plot A to non-agricultural use and sanctioned the scheme of layout and sub-division thereof into ten different plots;

c. By a Deed of Conveyance dated 9th October 1968 registered under no 1302 of 1968 with the Sub-Registrar at Bhiwandi Mahommad Yusuf Ramjaan Momin sold conveyed and transferred unto (1) Mehrunissa Mahommad Yusuf Momin and (2) Mahommad Sad Mahommad Yusuf Momin the said Plot A;

d. By a Deed of Conveyance dated 17th October 1989 registered under No 917 of 1989 with the Sub-Registrar at Bhiwandi, the said (1) Mehrunissa Mahommad Yusuf Momin and (2) Mahommad Sad Mahommad Yusuf Momin sold conveyed and transferred unto Rajesh Jayantilal Shah the Sub divided Plot No 9 admeasuring 1,298 sq mts forming a part of the said Plot A (hereinafter referred to as the **`Plot A1'**);

e. By a Deed of Conveyance dated 17th October 1989 registered under No 918 of 1989 with the Sub-Registrar at Bhiwandi, the said (1) Mehrunissa Mahommad Yusuf Momin and (2) Mahommad Sad Mahommad Yusuf Momin sold conveyed and transferred unto Bhagwanji Khetshi Shah the Sub divided Plot No 7 admeasuring about 1,567 sq mts forming a part of the said Plot A (hereinafter referred to as the **`Plot A2'**);

f. By a Deed of Conveyance dated 17th October 1989 registered under No.919 of 1989 with the Sub-Registrar at Bhiwandi, the said (1) Mehrunissa Mahommad Yusuf Momin and (2) Mahommad Sad Mahommad Yusuf Momin sold conveyed and transferred unto Jayantilal Khetshi Shah the Sub divided Plot No 10 admeasuring about 1,680.80 sq mts forming a part of said Plot A (hereinafter referred to as **`Plot A3'**);

g. By a Deed of Conveyance dated 10th December 2010 registered under No BVD-1/8471 of 2010 with the Sub-Registrar at Bhiwandi-1, the said Rajesh Jayantilal Gada sold conveyed and transferred unto the Promoters the said Plot A1;

h. By a Deed of Conveyance dated 10th December 2010 registered under No BVD-1/8472 of 2010 with the Sub-Registrar at Bhiwandi-1, the said Jayantilal Khetshi Gada sold conveyed and transferred unto the said Promoters the said Plot A3;

i. By a Deed of Conveyance dated 1st March 2011 registered under No BVD-1/01674 of 2011 with the Sub-Registrar at Bhiwandi-1, the said Bhagwanji Khetshi Gada sold conveyed and transferred unto the said Promoters the

said Plot A2;

j. By the Mutation Entry no 1513 and by the Vardi Application both dated 1st December 1973 it appears that Mohammed Umar Mohammed Yusuf Pathan was seized possessed and absolutely entitled to the plot of land presently situate at Station Road Bhiwandi in the revenue village of Kamatghar taluka and registration sub-district of Bhiwandi District Thane within the limits of Bhiwandi Nizampur Nagarpalika Parishad bearing S no 124 H no 5(p) 6 7 9 10 and S no 161 H no 8 and 14 and S no 159 H no 6 in aggregate admeasuring about 13,190 sq mts (hereinafter referred to as the **`Plot B'**);

k. By a Deed of Conveyance dated 7th August 1989 registered under No 1696 of 1990 with the Sub-Registrar at Bhiwandi, the said Mohammed Umar Mohammed Yusuf Pathan sold conveyed and transferred unto Kantilal Khetsi Shah/Gada the land bearing S No 161 H No 14 admeasuring about 3,300 sq mts forming a part of the said Plot B (hereinafter referred to as the **`Plot B1'**);

l. By a Deed of Conveyance dated 30th June 1990 registered under no 1672 of 1990 with the Sub-Registrar at Bhiwandi, the said Mohammed Umar Mohammed Yusuf Pathan sold conveyed and transferred unto (1) Kantilal Khetsi Gada HUF and (2) Radhika Ramkrishna Bhavsar the land bearing S no 124 H no 5(p) admeasuring about 4,050 sq mts forming a part of the said Plot B (hereinafter referred to as the `Plot B2');

m. By a Deed of Conveyance dated 30th June 1990 registered under no 1673 of 1990 with the Sub-Registrar at Bhiwandi, the said Mohammed Umar Mohammed Yusuf Pathan sold conveyed and transferred unto (1) Bhagwanji Khetsi Gada and (2) Sitaram Ramdas Mhatre the land bearing S no 159 H no 6 admeasuring 2,600 sq mts forming a part of the said Plot B (hereinafter referred to as the **`Plot B3**');

n. From the Mutation Entry No 3152 dated 29th October 1990 it appears that by a Deed of Conveyance dated 30th June 1990 registered under No 1684 of 1990 with the Sub-Registrar at Bhiwandi, the said Mohammed Umar Mohammed Yusuf Pathan sold conveyed and transferred unto the said Radhika Ramkrishna Bhavsar and Jayantilal Khetshi Gada portion bearing S No 124 H No 6 7 9 10 and 161 H No 8 in aggregate admeasuring about

3,240 sq mts of the said Plot B (hereinafter referred to as the `**Plot B4'**);

o. By an Agreement for Sale dated 12th December 1992 readwith Deed of Confirmation dated 16th January 1996 registered under no 189 of 1996 with the Sub-Registrar at Bhiwandi, the said Sitaram Ramdas Mhatre agree to sell convey and transfer and the said Bhagwanji Khetsi Gada agreed to confirm unto Velji Gosar Savla his undivided (50%) half share in the said Plot B3;

p. By an Agreement for Sale dated 16th April 1994 readwith Deed of Confirmation dated 23rd June 1995 registered under No 2847 of 1995 with the Sub-Registrar at Bhiwandi, the said Radhika Ramkrishna Bhavsar agreed to sell convey and transfer and the said Kantilal Khetshi Gada HUF agreed to confirm unto the said Alpesh Bhagwanji Gada her undivided (50%) share in the said Plot B2;

q. By an Agreement for Sale dated 24th April 1994 readwith Declaration dated 20th December 1995 registered under No BVD-5791 of 1995 with the Sub-Registrar at Bhiwandi the said Radhika Ramkrishna Bhavsar agreed to sell convey and transfer unto Machaben Kantilal Shah her undivided (50%) share in the said Plot B4;

r. From the Mutation Entry No 3862 dated 2nd March 1996 it appears that by a Deed of Conveyance dated 16th January 1995 registered under No 193 of 1995 with the Sub-Registrar at Bhiwandi, Jayantilal Khetshi Gada sold conveyed and transferred unto Velji Gosar Savla his undivided half (50%) share in the said Plot B4;

s. By a Deed of Conveyance dated 7th July 2011 registered under no BVD-1/5275 of 2011 with the Sub-Registrar at Bhiwandi-1, the said Kantilal Khetsi Gada/Shah sold conveyed and transferred unto the said Promoters the said Plot B1;

t. By a Deed of Conveyance dated 7th July 2011 registered under no BVD-1/5276 of 2011 with the Sub-Registrar at Bhiwandi-1, the said Kantilal Khetsi Shah HUF sold conveyed and transferred unto the said Promoters his undivided half (50%) share in the said Plot B2.

u. From the Mutation Entry no 909 dated 6th May 1961 it appears that Mohammed Ibrahim Bobde was seized possessed and absolutely entitled to the plot of land presently situate at Station Road Bhiwandi in the

revenue of village Kamatghar taluka and registration sub-district of Bhiwandi District Thane within the limits of Bhiwandi Nizampur Nagarpalika Parishad bearing S 125 H no 8 admeasuring about 2,280 sq mts (hereinafter referred to as the **`Plot C'**);

v. From the Mutation Entry no 1566 dated 29th August 1974 it appears that by a Deed of Conveyance dated 4th March 1971 the said Mohammed Ibrahim Bobde sold conveyed and transferred unto Shahnawaj Rajak Bobde the said Plot C;

w. From the Mutation Entry no 2512 dated 25th January 1984 it appears that by a Deed of Conveyance dated 9th December 1983 the said Shahnawaj Rajak Bobde sold conveyed and transferred unto (1) Rajpat Narsingh Haria and (2) Gopal Jetha Narang the said Plot C;

x. From the Mutation Entry no 3351 dated 25th June 1992 it appears that by a Deed of Conveyance dated 30th March 1992 registered under No 1231 of 1992 with the Sub-Registrar at Bhiwandi the said (1) Rajpat Narsingh Haria and (2) Gopal Jetha Narang sold conveyed and transferred unto Velji Gosar Savla the said Plot C;

y. The said Velji Gosar Savla died leaving a Will dated 27th October 2003 registered under No BVD-1/4468 of 2003 with the Sub-Registrar at Bhiwandi –1 whereby he bequeathed his undivided half (50%) share in the said Plot B4 and the said Plot C to Machaben Kantilal Shah;

z. By a Deed of Conveyance dated 7th July 2011 registered under no BVD-1/5273 of 2011 with the Sub-Registrar at Bhiwandi-1, the said Machaben Kantilal Shah sold conveyed and transferred unto the said Promoters her undivided half (50%) share in the said Plot B3 the said Plot B4 and the said Plot C;

aa. From the Mutation Entry no 2824 dated 7th November 1986 it appears that Gangaram Ganu Gharat was seized possessed and absolutely entitled to the plot of land presently situate at Station Road Bhiwandi in the revenue village of Kamatghar taluka and registration sub-district of Bhiwandi District Thane within the limits of Bhiwandi Nizampur Nagarpalika Parishad bearing S 125 H no 10(p) admeasuring about 2,930 sq mts (hereinafter referred to as the **Plot` D'**);

ab. From the Mutation Entry no 3108 dated 8th May 1990 it appears that by a Deed of Conveyance dated 26th September 1989 the said Gangaram Ganu Gharat sold conveyed and transferred unto Venubai Dattatrya Patil the said Plot D;

ac. From the Mutation Entry no 3147 dated 12th October 1990 it appears that by a Deed of Conveyance dated 20th July 1990 the said Venubai Dattatrya Patil sold conveyed and transferred unto Sitaram Ramdas Mhatre the said Plot D;

ad. From the Mutation Entry no 3754 dated 14th July 1995 it appears that by a Deed of Conveyance dated 23rd June 1995 the said Sitaram Ramdas Mhatre sold conveyed and transferred unto Bhagwanji Khetshi Gada the said Plot D;

ae. By a Deed of Conveyance dated 7th July 2011 registered under No BVD-1/5272 of 2011 with the Sub-Registrar at Bhiwandi the said Bhagwanji Khetsi Gada/Shah sold conveyed and transferred unto the said Promoters his undivided half (50%) share in the said Plot B3 and the said Plot D;

af. Since prior to 1992 (1) Pramod Ramkrishna Bhavsar (2) Jayshree Ramkrishna Bhavsar and (3) Vaishali Ramkrishna Bhavsar were seized possessed and absolutely entitled to the plot of land presently situate at Station Road Bhiwandi in the revenue village of Kamatghar taluka and registration sub-district of Bhiwandi District Thane within the limits of Bhiwandi Nizampur Nagarpalika Parishad bearing S 125 H no 10(p) admeasuring about 1,010 sq mts (hereinafter referred to as the `**Plot E'**);

ag. By a Deed of Conveyance dated 14th August 1992 readwith Declaration dated 25th August 1995 registered under No 3917 of 1995 with the Sub-Registrar at Bhiwandi (1) Pramod Ramkrishna Bhavsar
(2) Jayshree Ramkrishna Bhavsar and (3) Vaishali Ramkrishna Bhavsar sold conveyed and transferred unto Alpesh Bhagwanji Gada the said Plot E;
ah. The said Pramod Ramkrishna Bhavsar died on 29th December 1992. By Declaration dated 13th November 1996 registered under No. BWD/5463 of 1996 on the same day with the Sub-Registrar at Bhiwandi readwith Declaration dated 25th August 1995 (1) Ramkrishna Gajanan Bhavsar (2) Jayshree Ramkrishna Bhavsar and
(3) Vaishali Ramkrishna Bhavsar confirmed the sale of the said Plot E under the Deed of Conveyance dated 14th August 1992 in favour of Alpesh

Bhagwanji Gada;

ai. By a Deed of Conveyance dated 7th July 2011 registered under no BVD-1/5277 of 2011 with the Sub-Registrar at Bhiwandi-1, the said Alpesh Bhagwanji Gada sold conveyed and transferred unto the said Promoters his undivided half (50%) share in the said Plot B2 and the said Plot E;

aj. The said Plot A1 to Plot A3, the said Plot B1 to Plot B4, the said Plot C the said Plot D and the said Plot E in aggregate admeasuring about 23,963.80 sq mts are hereinafter collectively referred to as the **`Entire Plot';**

ak. A Special Civil Suit No 144 of 2008 filed in the Court of Civil Judge (SD) Thane by Pusti Enterprises Private Limited against the Kantilal Khetsi Gada HUF and Ors in respect of the said Plot B for the reliefs therein mentioned. A Notice of Lispendence dated 22nd February 2008 registered under No BVD-2/1031 of 2008 on the same with the Sub-Registrar at Bhiwandi had been filed as regards the pendency of the aforesaid Suit. By a Compromise Purshis dated 5th March 2010 filed in the aforesaid Suit, the said Suit was amicably settled on the terms and conditions therein mentioned;

al. By a Declaration dated 27th December 2010 registered under No BVD-2/8889 of 2010 with the Sub-Registrar at Bhiwandi (1) Kantilal Khetshi Shah HUF (2) Alpesh Bhagwanji Shah (3) Machaben Kantilal Shah (4) Bhagwanji Khetshi Shah and (5) the said Promoters handedover the Development Plan Road to the Bhiwandi Nizampur City Mahanagarpalika Bhiwandi;

am. By an Order bearing No. Revenue/Dept-1/TE-3/NAP/SR-09 of 2011 dated 5th April 2011 the Collector of Thane granted the permission to change the use of the said Entire Plot to non- agricultural residential use and sanctioned the layout of the said Entire Plot, whereby the gross plot area was confirmed to be 23,963.80 sq. mtrs.

an. In the circumstances as aforesaid, the said Promoters became seized possessed and absolutely entitled to the residual area admeasuring about 15,877.41 sq mts (hereinafter referred to as the `Larger Plot');

ao. The Promoters intend to develop the said Larger Plot in various stages Phase 1, Phase 2 and Phase 3. Now the Phase 2 stage the Promoters

intend to develop a part of the said Larger Plot more particularly described in the First Schedule hereunder written (hereinafter referred to as the **`Plot'**);

ap. The Promoters have entered into standard agreement with the architect Messrs R R Consulting Engineers and the Consulting Engineers & Structural Designers Messrs Epicons Consultants Private Limited and there services have been engaged for preparing the plans designs and drawings and to supervise the construction of the said Buildings;

aq. The plans for development of the said Plot and for construction of buildings thereon have been sanctioned by the Assistant Director Town Planning Bhiwandi Nizampur City Mahanagarpalika Bhiwandi under IOD no 90/2010-2011/NRV/2482 dated 18th January 2011**;**

ar. The Promoters shall construct, the residential/commercial buildings consisting of stilt / ground and upper floors (hereinafter referred to as **`Buildings'**) in accordance with the plans sanctioned by the Bhiwandi Nizampur City Mahanagarpalika, Bhiwandi and will be entitled to make such variations or amendments thereto as the Promoters may in their absolute discretion deem fit and proper. The said Buildings together shall be known as _____.

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

AND WHEREAS the Promoter is in possession of the project land.

AND WHEREAS the Promoter has proposed to construct on the project land 2 buildings (Tower No. 13, as per BNMC approval known as Building Type B and Tower No. 14, as per BNMC approval known as Building Type B1) having stilt plus 7 upper floors.

AND WHEREAS the Allottee is offered an Apartment bearing number on the _____ floor, (herein after referred to as the said "Apartment") in the Tower No. ____As per our plan. And as per B.N.M.C plan it is Building Type.___ Wing ___, (herein after referred to as the said "Building") being constructed in the ~~Phase - I~~ / Phase - II / ~~Phase - III~~ of the said project, by the Promoter.

AND WHEREAS the Promoter 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 Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Thane No: P51700010106; authenticated copy is attached in Annexure “F”;

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

AND WHEREAS by virtue of the Conveyance Deed the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Messrs. R R Consulting Engineers 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 there under;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments 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 as approved by the concerned Local Authority 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 Promoter 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 here to and marked as Annexure C – 2,

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

AND WHEREAS the Promoter 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 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 while developing the project land and the said building and up on due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

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

AND WHEREAS the Allottee has applied to the Promoter for allotment of Flat No._____ on the _____ floor in Tower No.__,_ As per our plan. And as per B.N.M.C plan it is Building Type._____Wing _____, (herein after referred to as the said "Building") being constructed in the Phase - I / Phase - II / Phase - III of the said project, by the Promoter.

AND WHEREAS the carpet area of the said Apartment is _____ square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, are as 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.

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 a sum of Rs._/- (Rupees Only), being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt where of the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at no.;

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with 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 hereby agrees to sell and the Allottee hereby agrees to purchase the (Apartment).

NOW THERE FOR, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS –

The Promoter shall construct the said building/s consisting of stilt and 7 upper floors 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 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.

1.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Flat No._____, carpet area admeasuring _____. sq. metres (Carpet area____ sq.ft.) on the _____floor in Tower No._____, As per our plan. And as per B.N.M.C

plan it is Building Type._____Wing _____, (hereinafter referred to as "The Apartment") as shown in the Floor plan thereof here to annexed and marked Annexure C – 1 and C – 2 for the consideration of Rs._____/- (Rupees Only) 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 Second Schedule annexed herew(the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately)

1.b The total aggregate consideration amount for the apartment is thus, Rs./- (Rupees only)

1.c 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, the balance amount of Rs. _____/- (Rupees _____ Only) shall be payable as per Construction Linked Plan in the following manner.

i. Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.

ii. Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.

iii. Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.

iv. Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment

v. Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells lobbies upto the floor level of the said Apartment.

vi. Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing of the building or wing in which the said Apartment is located.

vii. Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 95% of the total consideration) to be paid to the Promoter 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 or wing in which the said Apartment is located.

viii. Balance Amount of Rs. _____/- (Rupees _____ Only) against and at the time of handing over of the possession of the Apartment to the Allottee 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 Promoter by way of 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 Promoter) up to the date of handing over the possession of the Apartment.

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 Promoter 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 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 payments.

1.f The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments for the period by which the respective installment 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.

1.g The Promoter 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 up on confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty – five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter 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 1 (a) of this Agreement.

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

2. 1. The Promoter 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.

2. Time is essence for the Promoter as well as the Allottee. The Promoter 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 allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. 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 as provided in clause 1 (c) hereinabove. (“Payment Plan”).

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 15152.33 square meters only and Promoter has planned to utilize Floor Space Index of 1 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 has disclosed the Floor Space Index of 1 as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4. 1. If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, 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, to the promoter as specified in the Rule**,** on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date __the said amount is payable by the allottee(s) to the Promoter till _____.

4. 2. Without prejudice to the right of promoter to charge interest in terms of sub – clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter 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 shall at his own option, may terminate this Agreement:

Provided that, Promoter 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

within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. Provided further that up on termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

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 Promoter in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.

6. The Promoter shall give possession of the Apartment to the Allottee on or before _____ day of _____ 2025. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 hereinabove from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall been titled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment 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 Promoter, 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 shall give possession of the Apartment to the Allottee. The Promoter 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. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7. 2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the promoter to the Allottee intimating that the said Apartments are ready for use and occupancy.

7. 3 **Failure of Allottee to take Possession of Apartment** – Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee.

In case the Allottee fails to take possession within the time provided in clause 7.2 such Allottee 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 Apartment to the Allottee, the Allottee brings to the notice of the Promoter 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 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, compensation for such defect in the manner as provided under the Act.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence.

9. The Allottee along with other allottee(s) of Apartments 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 Promoter 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 bye – laws of

the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization 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.

9. 1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Promoter in the said building or wing in which the said Apartment is situated.

9. 2 The Promoter shall, within three months of registration of the Federation / apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation / Apex body all the right, title and the interest of the Promoter 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 Promoter 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 or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter 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 provisional monthly contribution of Rs. /- per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance / assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance

/assignment of leasebeing executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case maybe.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts –

(i) Rs._____/- for share money, application entrance fee of the Society or Limited Company / Federation / Apex body.

(ii) Rs._____/- for formation and registration of the Society or Limited Company / Federation / Apex body.

11. The Allottee shall pay to the Promoter a sum of Rs. /- for meeting all legal costs, charges and expenses, including professional costs of the Attorney – at – Law / Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye – laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company 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 Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation 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 Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows –

i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development up on the project land and also has

actual, physical and legal possession of the project land for the implementation of the Project;

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

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

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

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

vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

vii. The Promoter has not entered in to 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;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

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

x. The Promoter has duly paid and shall continue to pay and discharge

undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and / or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

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

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

i. 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.

ii. Not to store in the Apartment 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 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 negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii. To carry out at his/her/their 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 to the Allottee and shall not door 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.

iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at anytime 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 the appurtenances there to 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 and / or the Society or the Limited Company.

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

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

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

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and / or Government and / or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.

ix. 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 under this Agreement are fully paid up.

x. The Allottee 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 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 / Limited Company / Apex Body / Federation 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.

xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society / Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter in to and up on the said buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter in to and up on the project land or any part thereof to view and examine the state and condition thereof.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter 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.

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 Apartments or of the said Plot 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 until the said structure of the building is transferred to the Society / Limited Company or other body and until the project land is transferred to the Apex Body / Federation as herein before mentioned.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter 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 not withstanding 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.

18. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules alongwith 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. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and / or appear before the Sub – Registrar for its registration as and when intimated by the Promoter, then the Promoter 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 be returned to the Allottee without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexure, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and super seeds 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 / plot / building, as the case maybe.

20. RIGHT TO AMEND

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

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 Allottees of the Apartment, in case of a transfer, as the said obligations go alongwith the Apartment 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 there under 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 toconform to Act or the Rules and Regulations made there under 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 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 / Plots] 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 up on its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Bhiwandi after the Agreement is duly executed by the Allottee and the Promoter 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 Bhiwandi.

26. The Allottee and / or Promoter 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 will attend such office and admit execution thereof.

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

Name of Allottee:
Address of the Allottee:

Notified Email ID –

Name of Promoter:
Address of the Promoter:

Notified Email ID –

It shall be the duty of the Allottee and the promoter 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 or the Allottee, as the case may be.

28. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Promoter 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 Allottees.

29. Stamp Duty and Registration – The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

30. Dispute Resolution – Any dispute between parties shall be settled amicably. In case of failure to settle 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, there under.

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 Thane 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 Bhiwandi in the presence of at testing witness, signing as such on the day first above written.

First Schedule Above Referred to

ALL THAT piece or parcel of land situate lying and being at Station Road Bhiwandi in the revenue village of Kamatghar taluka and registration sub-district of Bhiwandi District Thane within the limits of Bhiwandi Nizampur

Mahanagarpalika bearing Survey No.124, Hissa No.5(p), 6,7,9 and 10 (part), Survey No.159, Hissa No.6, Survey No. 161, Hissa No.5(p), 8 and 14, bounded as follows, that is to say,

On or towards the North :
On or towards the West :
On or towards the South :
On or towards East :

Description of the said Flat
Flat No._____, carpet area admeasuring _____sq. metres (Carpet area sq.ft.) on the _____floor in Tower No._____, As per our plan. And as per
B.N.M.C plan it is Building Type._____ Wing _____, (herein after referred to as the said "Building") being constructed in the Phase - I / Phase - II / Phase - III of the said Housing project to be known as _____under construction on the said plot described in the first schedule herein above set out.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee : (including joint buyers)

Please affix photograph and sign across the photograph

(1) _____

Please affix photograph and sign across the photograph

(2) _____

At _____on _____

In the presence of WITNESSES –

1. Name

Signature _____

2. Name

Signature _____

SIGNED AND DELIVERED BY THE WITHIN NAMED
Promoter:

1. Name for M/s _____ Thru

partner . _____

(Authorized Signatory) WITNESSES

Please affix photograph and sign across the photograph

Name _____

Signature _____

Name _____

Signature _____