

AGREEMENT FOR SALE

THIS AGREEMENT is made & executed at Mira Road (East), Tal. & Dist. Thane, On This ____ Day of _____ 2024. BY & BETWEEN, **MR. MANOJ MOTAJI PUROHIT**, Pancard No. _____, Having his office at Ramdev House, Kenwood Park Road, Near Seven Eleven School, Deepak Hospital Road, Mira Road (East), Tal. & Dist. Thane – 401 107. Hereinafter referred to as the '**PROMOTER**'. (Which expression shall unless it be repugnant to the context and meaning thereof would mean and deemed to mean and include his legal heirs, executors, administrators and/or assigns) of the First Part.

A N D

MR. / MRS. / M/S. _____

Hereinafter referred to as “**ALLOTTEE/S**”. (Which expression shall unless it be repugnant to the context or meaning thereof deemed to mean and include his/her/their heirs, executors, administrators and permitted successors and/or assigns) of the Other Part.

1. That Originally Shri Gajanan Janardhan Patil, was the owner of all that piece and parcel of properties bearing **a)** Old S. No. 228, New S. No. 27, Hissa No. 2, Admeasuring 5970 sq. meters, **b)** Old S. No. 233, New S. No. 25, Hissa No. 6, Admeasuring 150 sq. meters, situate, lying and being at Village Navghar, Bhayandar (East), Taluka and District - Thane, and in the area of Registration District and Sub-District office of Bhayandar / Mira Road / Thane and now within the limits of Mira Bhayandar Municipal Corporation.
2. That vide Deed of Conveyance, dated 24th April, 1972, duly registered in the office of Sub Registrar, Thane under Sr. No.1937, Dated 24th April, 1972, the said Shri Gajanan Janardhan Patil, had assigned, transferred, sold and conveyed the said properties bearing **a)** Old S. No. 228, New S. No. 27, Hissa No. 2, Admeasuring 5970 sq. meters, **b)** Old S. No. 233, New S. No. 25, Hissa No. 6, Admeasuring 150 sq. meters, situate, lying and being at Village Navghar, Bhayandar (East), Taluka and District - Thane, to Shri Pandurang Narayan Patil, at and for the lumpsum consideration amount mentioned therein.

3. That after the demise of the said Shri Gajanan Janardhan Patil, his daughter Smt. Jayashree Prabhakar Mhatre and her son Shri Vidhyadhar Prabhakar Mhatre, were claiming their alleged rights in the said properties, as a result, the said Smt. Laxmibai Pandurang Patil, Shri Hemant Pandurang Patil, Shri Nitin Pandurang Patil and Shri Jitendra Pandurang Patil, being the heirs and legal representatives of Late Shri Pandurang Narayan Patil, Shri Harishchandra Narayan Patil, being the brother of Late Shri Pandurang Narayan Patil, had got executed a Deed of Conveyance, dated 24th January, 1989 from the said Smt. Jayashree Prabhakar Mhatre and Shri Vidhyadhar Prabhakar Mhatre, in respect of the said properties, and as such by virtue of Mutation Entry No. 363, Dated 16th October 1994, the names of Smt. Laxmibai Pandurang Patil, Shri Hemant Pandurang Patil, Shri Nitin Pandurang Patil, Shri Jitendra Pandurang Patil and Shri Harishchandra Narayan Patil, came to be recorded in the 7/12 Extract of the land revenue records as absolute owners of the said properties.
4. That by an Agreement for sale cum development, dated 26th February, 2005, And Subsequently Power of Attorney dated 26th February 2005, Smt. Laxmibai Pandurang Patil, Shri Hemant Pandurang Patil, Shri Nitin Pandurang Patil, Shri Jitendra Pandurang Patil and Shri Harishchandra Narayan Patil, had agreed to assign, transfer & sell the said properties to Shri Manoj Motaji Purohit (HUF) and Shri Dineshnath Anirudhnath Tiwari, at the price and on the terms and conditions therein contained.
5. That subsequently the said Smt. Laxmibai Pandurang Patil and others had also executed an Irrevocable General Power of Attorney, dated 16th March, 2005, duly registered in the office of Sub-

Registrar of Assurance at Thane under Sr. No.TNN-4/01908/2005, Dated 16th March, 2005, in favour of Shri Manoj Motaji Purohit, conferring upon him several powers, inter alia, power to develop and/or sell the said properties to the person or persons of his choice including power to develop the said properties by constructing buildings thereon.

6. That by a Deed of Release dated 24th March, 2005, the said Shri Dineshnath Anirudhnath Tiwari, released, relinquished and gave up all his undivided right, title, interest and share in the said properties in favour of Shri Manoj Motaji Purohit, at and for the consideration amount mentioned therein.
7. That vide Deed of Conveyance, dated 19th July, 2014, duly registered in the office of Sub-Registrar of Assurance at Thane, under Sr. No. TNN-4/4314/2014, Dated 21st July, 2014, the said Shri Hemant Pandurang Patil, Shri Nitin Pandurang Patil and Shri Jitendra Pandurang Patil, had assigned, transferred & sold **an area admeasuring 661 sq. meters**, forming the portion of land bearing Old S. No. 228, New S. No. 27, Hissa No. 2, Admeasuring 5970 sq. meters, situate, lying and being at Village Navghar, Bhayandar (East), Taluka and District Thane, to Shri Manoj Motaji Purohit, at and for the lumpsum consideration amount mentioned therein, and as such by virtue of Mutation Entry No. 2072, the name of Mr. Manoj Motaji Purohit, was recorded as absolute owner of the said part portion of property.
8. That originally Shri Suresh Harishchandra Patil, Shri Madan Harishchandra Patil, Shri Ghanshyam Harishchandra Patil, Smt. Manda Radhakrishna Bhoir, Smt. Bhanumati Dnyanobha Patane,

Smt. Anusaya Parshuram Gauratkar, Smt. Ladkubai Krishna Patil, Shri Gurunath Kishan Patil, Smt. Nalini Janardhan Kini, Smt. Tara Ganesh Madke, Shri Bharat Pravin Patil, Shri Babulal Dattatray Patil, Shri Sudhakar Dattatray Patil, Smt. Lata Prabhakar Patil, Smt. Asha Yashwant Patil, Smt. Chanda Jaywant Patil, Smt. Bhami Janardhan Patil, Smt. Laxmibai Janardhan Thakur, Smt. Prabhabai Raghunath Patil, Smt. Premabai Pandurang Patil, Shri Suresh Pandurang Patil, Smt. Manjula Pandurang Patil, Shri Balwant Nana Thakur, Smt. Prabha Baban, Smt. Ranjana Ramesh Patil, Shri Jitendra Ramesh Patil, Shri Prakash Pandurang Patil, Shri Bhanudas Pandurang Patil and Smt. Usha Hareshwar Patil, were the joint owners of land bearing Old S. No. 233, New S. No. 25, Hissa No. 7, Admeasuring 1340 sq. meters, situate, lying and being at Village Navghar, Bhayandar (East), Taluka and District Thane, and in the area of Registration District and Sub-District office of Bhayandar / Mira Road / Thane, and now within the limits of Mira Bhayandar Municipal Corporation.

9. That vide Deed of Release, dated 15th April, 2005, duly registered in the Office of Sub-Registrar, Thane under Sr. No.TNN-10/2227/2005 on 16th April, 2005, the said Shri Madan Harishchandra Patil, Shri Ghanshyam Harishchandra Patil, Smt. Manda Radhakrishna Bhoir, Smt. Bhanumati Dnyanobha Patane, Smt. Anusaya Parshuram Gauratkar, Smt. Ladkubai Krishna Patil, Shri Gurunath Kishan Patil, Smt. Nalini Janardhan Kini, Smt. Tara Ganesh Madke, Shri Bharat Pravin Patil, Shri Babulal Dattatray Patil, Shri Sudhakar Dattatray Patil, Smt. Lata Prabhakar Patil, Smt. Asha Yashwant Patil, Smt. Chanda Jaywant Patil, Smt. Bhami Janardhan Patil, Smt. Laxmibai Janardhan Thakur, Smt. Prabhabai Raghunath Patil, Smt. Premabai Pandurang Patil, Shri Suresh Pandurang Patil, Smt. Manjula

Pandurang Patil, Shri Balwant Nana Thakur, Smt. Prabha Baban, Smt. Ranjana Ramesh Patil, Shri Jitendra Ramesh Patil, Shri Prakash Pandurang Patil, Shri Bhanudas Pandurang Patil and Smt. Usha Hareshwar Patil, have released, relinquished and given up all their undivided right, title, interest and shares in respect of the said property bearing Old S. No. 233, New S. No. 25, Hissa No. 7, Admeasuring 1340 sq. meters, situate, lying and being at Village Navghar, Bhayandar (East), Taluka and District Thane, in favour of the said Shri Suresh Harishchandra Patil, and as such by virtue of Mutation Entry No. 584 & 585, Dated 19/04/2005, the name of Shri Suresh Harishchandra Patil, came to be recorded in the 7/12 Extract, of land revenue records as absolute owner of the said property.

10. That vide Agreement for sale cum development And Subsequently Power of Attorney dated 27th May, 2005, the said Shri Suresh Harishchandra Patil, had agreed to assign, transfer & sell the said property bearing Old S. No. 233, New S. No. 25, Hissa No. 7, Admeasuring 1340 sq. meters, situate, lying and being at Village Navghar, Bhayandar (East), Taluka and District Thane, to Shri Manoj Motaji Purohit, at the price and on the terms and conditions therein contained.
11. That subsequently the said Shri Suresh Harishchandra Patil, had also executed a General Power of Attorney, dated 30th May, 2005, duly registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-4/04014/2005, Dated 31st May, 2005, in favour of Shri Manoj Motaji Purohit, conferring upon him several powers, inter alia, power to develop and/or sell the said property to the person or persons of his choice including power to develop the said property by constructing buildings thereon.

12. That vide Deed of Conveyance, dated 19th July, 2014, duly registered in the office of Sub-Registrar of Assurance at Thane, under Sr. No. TNN-4/4315/2014, Dated 21st July, 2014, Shri Suresh Harishchandra Patil, had assigned, transferred and sold **an area admeasuring 530.64 sq. meters**, forming the part portion of property bearing Old S. No. 233, New S. No. 25, Hissa No. 7, Admeasuring 1340 sq. meters, situate, lying and being at Village Navghar, Bhayandar (East), Taluka and District Thane, to Shri Manoj Motaji Purohit, at and for the lumpsum consideration amount mentioned therein, and as such by virtue of Mutation Entry No. 2531, the name of Mr. Manoj Motaji Purohit, was recorded as absolute owner of the said part portion of property.
13. The Addl. Collector and Competent Authority, Thane, had granted permission to develop the said properties bearing **a)** Old S. No. 228, New S. No. 27, Hissa No. 2, Admeasuring 5970 sq. meters, **b)** Old S. No. 233, New S. No. 25, Hissa No. 6, Admeasuring 150 sq. meters, situate, lying and being at Village Navghar, Bhayandar (East), Taluka and District - Thane, vide an Order No. ULC/TA/T-6/Navghar/SR-1461, Dated 21/10/2005 and Order No. ULC/TA/WSHS-20/Bhayandar/SR-1518, Dated 06/12/2005.
14. The Addl. Collector and Competent Authority, Thane, had granted permission to develop the said property bearing Old S. No. 233, New S. No. 25, Hissa No. 7, Admeasuring 1340 sq. meters, situate, lying and being at Village Navghar, Bhayandar (East), Taluka and District Thane, vide an, Order No. ULC/TA/T-6/Bhayandar/SR-1376, Dated 18/04/2002.

15. The Mira Bhayandar Municipal Corporation, had sanctioned the plan of the buildings to be constructed in the layout of the said properties vide its Letter No. MB/MNP/NR/82/2007-08, Dated 07/04/2007.
16. The Collector of Thane had also granted N. A. permission in respect of the said properties vide an Order No. Revenue/K-1/T-1/NAP/SR-188/2006, Dated 13/03/2007.
17. The Mira Bhayandar Municipal Corporation, had granted Commencement Certificate to commence with the work of construction of the buildings in the layout of the said properties vide a Letter No. MB/MNP/NR/1193/2008-09, Dated 27th June, 2008 and same was revised vide Commencement Certificate No. MB/MNP/NR/1565/2010-11, Dated 22nd July, 2010.
18. The Mira Bhayandar Municipal Corporation, had granted Commencement Certificate to commence with the work of construction of one building consisting of Ground + Seven Upper Floors, in the said properties bearing Old S. No. 228, New S. No. 27, Hissa No. 2 & 3, And Old S. No. 233, New S. No. 25, Hissa No. 7, of revenue village Navghar, Bhayandar (East), Taluka & District – Thane, in the layout of the said properties vide Commencement Certificate No. MB/MNP/NR/3483/2021-2022, Dated 20th January 2022.
19. And Whereas The Estate Investment Company Pvt. Ltd., have issued NOC Vide Letter No. EI/250, Dated 23/10/2009, RE/864, Dated 04/02/2007, EI/253, Dated 23/01/2009, RE/863, Dated 14/02/2007.

20. And Whereas Fire Department have issued NOC Letter No. MNP/AGNI/_____/_____, Dated _____
21. And Whereas the Promoter have now started construction of **building known as ‘RANUJA RAMDEV C-TYPE’ consisting of Ground + Seven Upper Floors**, on the said part portion of properties i.e. **a) An area admeasuring 661 square meters**, forming part portion of property bearing Old S. No. 228, New S. No. 27, Hissa No. 2, Admeasuring 5970 sq. meters, **b) An area admeasuring 530.64 square meters**, forming part portion of property bearing Old S. No. 233, New S. No. 25, Hissa No. 7, Admeasuring 1340 sq. meters, situated at revenue village Navghar, Bhayandar (East), Taluka and District – Thane. More particularly described in the **First Schedule** hereunder written.
22. And Whereas the development of the said building known as **‘RANUJA RAMDEV C-TYPE’** is the whole project and proposed as Real Estate Project and its registered with their Real Estate Regulatory Authority, Under the provisions of Section V of the Real Estate (Regulation & Development) Act 2016 read with the provisions of the Maharashtra Real Estate (Regulation & Development) the authority has duly issued the Certificate of Registration No. _____, for the project (Rera Certificate) and copy of the Rera Certificate is annexed and marked as Annexure ‘A’ hereto.
23. And Whereas the Allottee/s have demanded from the Promoter and the Promoter have given inspection to the Allottee/s of all the documents of title relating to the said properties (more particularly described in the First Schedule hereunder written) the said order under the Land Ceiling Act, the Agreement Deed and the plans,

designs and specifications and prepared by the Promoter Architect, Rera Certificate and such other document as are specified under the Maharashtra Ownership Flats (Regulation of Construction, Sale Management & Transfer) Act 1963, (Hereinafter referred to as the Ownership Flat Act) and rules made there under.

24. And Whereas the copies of the certificate of title issued by the Advocate of the Promoter and the extract of village Form 7/12 Extract, of the revenue records showing the nature of the title of the original owners and the rights of the Promoter in respect of the said properties on which the building of residential/commercial is under construction and the plans and specifications of the premises agreed to be purchased by the Allottee/s and approved by the concerned authority have been annexed hereto and marked Annexure 'B' respectively.
25. And Whereas prior to making application as aforesaid, as required by the provisions of the Maharashtra Co-operative Societies Act, 1980 and the Land Ceiling Act, Allottee/s has/have made a declaration to the effect firstly that neither the Allottee/s nor his/her/their family members of the Allottee/s as defined under the land Ceiling Act own a tenement, house or building. Within the limits of Mira Bhayandar Municipal Corporation, Thane District in Maharashtra State.
26. And Whereas the Promoter is entitled and enjoyed upon to construct building on the project land in accordance with the recitals hereinafter.
27. And Whereas the Promoter is in possession of the project land.

28. And Whereas the Promoter has proposed to construct on the project land building '**RANUJA RAMDEV C-TYPE**', consisting of Ground + Seven (7) Upper Floors and/or more upper floors in the layout of the said properties.
29. And Whereas the Allottee/s is/are offered an **Bearing Flat** No. _____, In '**_____**' **Wing**, On the _____ Floor, Admeasuring _____ square feet carpet area, equivalent to _____ square meters carpet area, including the area covered by the internal partition walls of the Flat (Hereinafter referred to as the said '**Flat**') In the building known as '**RANUJA RAMDEV C-TYPE**'. (Hereinafter referred to as the said '**Building**') being constructed in the layout of the said project, by the Promoter.
30. And Whereas the Promoter has/have entered into a standard Agreement with an Architect registered with the Council of Architect and such Agreement is as per the Agreement prescribed by the Council of Architect.
31. And Whereas the Promoter has/have registered the Project under the Provisions of the Act with the Real Estate Regulatory Authority at Mumbai No. _____, authenticated copy is attached in Annexure 'A';
32. And Whereas the Promoter has/have 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.

- 33.** And Whereas by virtue of the Agreement Deed, Deed of Conveyance the Promoter has/have sole and exclusive right to sell the Flat in the said building to be constructed by the Promoter in the layout of the said properties on the project lands and to enter into Agreements with the Allottee/s of the Flat to receive the sale consideration in respect thereof.
- 34.** And Whereas on demand from the Allottee/s, the Promoter has/have given inspection to the Allottee/s of all the documents of title relating to the project lands and the plans, designs and specifications prepared by the Promoter Architect M/s. _____, 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;
- 35.** And Whereas the authenticated copies of Certificate of Title issued by the Attorney at law or Advocate of the Promoter authenticated copies 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 Flat is constructed or are to be constructed have been annexed hereto and marked as Annexure 'C' respectively.
- 36.** 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 B-1.
- 37.** And Whereas the authenticated copies of the plan of the layout as proposed by the Promoter and according to which the construction of the building and open spaces are proposed to be provided for on the said project have been annexed hereto and marked a Annexure B-2.

38. And Whereas the authenticated copies of the plans and specifications of the Flat agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed and marked as Annexure C-1.
39. And Whereas the Promoter has/have got some of the approvals from the concerned local authority(ies) to the plans, the specifications, elevations, sanctions and of the said building and shall obtain the balance approvals from various authorities from time to time, so as to obtain building completion certificate or occupancy certificate of the said building.
40. 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 lands and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building shall be granted by the concerned local authority.
41. And Whereas the Promoter has/have accordingly commenced construction of the said building known as '**RANUJA RAMDEV C-TYPE**' in accordance with the said proposed plans.
42. And Whereas the Allottee/s has/have applied to the Promoter for allotment of an **Flat No.** _____, On the _____ Floor, **In** _____ **Wing**, Admeasuring _____ square feet caret area, equivalent to _____ square meters carpet area, (including the area covered by the internal partition walls of the **Flat**) of the said building known as '**RANUJA RAMDEV C-TYPE**' being constructed on the said part

portion of properties i.e. **a) An area admeasuring 661 square meters,** forming part portion of property bearing Old S. No. 228, New S. No. 27, Hissa No. 2, Admeasuring 5970 sq. meters, **b) An area admeasuring 530.64 square meters,** forming part portion of property bearing Old S. No. 233, New S. No. 25, Hissa No. 7, Admeasuring 1340 sq. meters, situated at revenue village Navghar, Bhayandar (East), Taluka and District – Thane, more particularly described in the **Second Schedule** hereunder written.

- 43.** And Whereas as per Rera the carpet area of the said Flat is _____ square meters, And ‘carpet area’ means the net usable floor area of an Flat including the area covered by the internal partition walls of the Flat but excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Allottee/s, or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the Flat.
- 44.** 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;
- 45.** And Whereas prior to the execution of this presents the Allottee/s has/have paid to the Promoter a sum of Rs. _____/-, (Rupees _____ Only) being token payment of the sale consideration amount of the Flat agreed to be sold by the Promoter to the Allottee/s as advance payment or Application

Fee (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee/s has/have agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

46. And Whereas it is hereby agreed by and between the parties hereto that in case the Allottee/s intend to have additional amenities to the said Flat then in that event the Allottee/s shall execute a separate Agreement with the Promoter in respect of the said additional amenities to be provided by the Promoter to the Allottee/s and for the same the Allottee/s shall pay to the Promoter extra amount for the amenities to be provided by the Promoter to the Allottee/s in the said Flat, it is further agreed by and between the parties hereto that the said Agreement For Additional Amenities to be executed by and between the parties hereto shall be treated as part and parcel of this presents for all purposes.

47. And Whereas the Promoter has/have registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at Mumbai No. _____, authenticated copy is attached in Annexure 'A'.

48. And Whereas Under Section 13 of the said Act the Promoter is/are required to execute a written Agreement for sale of said Flat with the Allottee/s, being in fact this presents and also to register said Agreement under the Registration Act 1908.

In accordance with the terms and condition set out in this Agreement and as mutually agreed upon by and between the parties, the Promoter hereby agrees to sell and the Allottee/s hereby agrees to purchase the

Flat No. _____, On the _____ Floor, In _____ Wing, Admeasuring _____ square feet carpet area, equivalent to _____ square meters carpet area, (including the area covered by the internal partition walls of the Flat) in the building known as ‘RANUJA RAMDEV C-TYPE’ being constructed in the layout of the said First, Second & Third Properties of the said Project. Situate at revenue village Navghar, Bhayandar (East), Tal. & Dist. Thane. And Stilt / Open Parking Space / Garage / Covered Parking No. _____, in the compound wall of the said building known as ‘RANUJA RAMDEV C-TYPE’ being constructed on the said Project. Situate at revenue village Navghar, Bhayandar (East), Tal. & District – Thane, constructed on the properties described in the first schedule herein before written. Within the limits of Mira Bhayandar Municipal Corporation. In the area of Registration District & Sub-District office of Bhayandar / Mira / Thane. More particularly described in the **Second Schedule hereunder written.**

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

1. The Promoter shall construct the said building consisting of Ground + Seven (7) Upper Floors and/or more upper floors, in 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/s in respect of variations or modification which may adversely affect the Flat of the Allottee/s except any alteration or addition required by any Government Authorities or due to change in law.

- (i) The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s **Flat No _____**, On the _____ Floor, **In _____ Wing**, Admeasuring _____ square feet carpet area, equivalent to _____ square meters carpet area, (including the area covered by the internal partition walls of the Flat) in the building known as **‘RANUJA RAMDEV C-TYPE’**. (Hereinafter referred to as the **"Flat"**) as shown in the floor plan thereof hereto annexed and marked Annexures B-1 & B-2 for the lumpsum consideration amount of Rs. _____/-, including Rs. _____/-, being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common area and facilities which are more particularly described in the Second Schedule annexed herewith (the price of the Flat including the proportionate price of the common areas and facilities and parking spaces should be shown separately).
- (ii) The Allottee/s hereby agrees to acquire from the Promoter and the Promoter hereby agrees to allot to the Allottee/s Stilt/Open Parking Space/Garage/Covered Parking No. _____, in the compound wall of the said building known as **‘RANUJA RAMDEV C-TYPE’**.
- (iii) The Allottee/s has/have paid on or before execution of this agreement a sum of Rs. _____/-, (Rupees _____ Only) as advance / token payment or application fee and hereby agrees to pay to the Promoter the balance amount of Rs. _____/-,

(Rupees _____ Only)

in the following manner:-

- a) 10% as earnest money or deposit on or before the execution of this Agreement.
- b) 25% and/or a sum of Rs. _____ /-,
on or before laying the plinth.
- c) 5% and/or a sum of Rs. _____ /-,
on or before the 1st R.C.C. Slab in cast.
- d) 5% and/or a sum of Rs. _____ /-,
on or before the 2nd R.C.C. Slab in cast.
- e) 5% and/or a sum of Rs. _____ /-,
on or before the 3rd R.C.C. Slab in cast.
- f) 5% and/or a sum of Rs. _____ /-,
on or before the 4th R.C.C. Slab in cast.
- g) 5% and/or a sum of Rs. _____ /-,
on or before the 5th R.C.C. Slab in cast.
- h) 5% and/or a sum of Rs. _____ /-,
on or before the 6th R.C.C. Slab in cast.
- i) 5% and/or a sum of Rs. _____ /-,
on or before the 7th R.C.C. Slab in cast.
- j) 5% and/or a sum of Rs. _____ /-,
on or before the 8th R.C.C. Slab in cast.
- k) 5% and/or a sum of Rs. _____ /-,
on or before completion of Brick Work.
- l) 5% and/or a sum of Rs. _____ /-,
on or before completion of internal plaster.

m) 10% and/or a sum of Rs. _____ /-,
on or before completion of Flooring / External Plaster.

n) 5% and/or a sum of Rs. _____ /-, within seven days
on receipt by Allottee/s of the Promoter letter offering
possession of the said Flat irrespective of whether the
Allottee/s taking possession thereof or not.

Note: Each of the installments mentioned in the sub-clause 1(iv) shall
be further sub-divided into multiple installments linked to number of
basements/podiums/floors in case of multi-storied building / wing.

n) 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, GST, development charges 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 [Flat] shall be
payable by the Allottee/s alone and the Promoter shall not be
liable to any such dues payments, taxes in respect of the said
premises and the Allottee/s hereby indemnify the Promoter for
such payments and shall reimburse the same to the Promoter as
and when demanded.

o) The Allottee/s shall upon the execution & registration of these
presents pay to the Promoter all such taxes, levied by the
concerned local authorities Semi-Government & Government
Authorities of Maharashtra/India, by way of Value Added Tax,
Service Tax, and Cess, GST or any other similar taxes which
may be levied, now or in future.

The time for payment stipulated above is and always will be treated as an essence of the contract.

- p) The total price above 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/s 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/s, which shall only be applicable on subsequent payments.
- q) The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the building/s is/are 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 3% percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter . If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee/s within _____ days with annual interest at the rate specified in the rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the payment plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(i) of this Agreement.

- r) The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his/their payments in any manner.
- s) For all or any of the purpose herein the Allottee/s hereby grant or shall be deemed to have been granted to the Promoter and irrevocable consent to do all acts, deeds, matters & things to effectuate the schemes, terms, conditions and other provisions relating to the said land and the building and every part thereof as may be desired by the Promoter and to that end and intend the Allottee/s hereby irrevocably nominate, constitute and appoint the Promoter as Allottee/s through and lawful attorney to do and perform all that may be found requisite, and/or desired to be done and/or performed by the Promoter in its discretion.
- t) The Allottee/s agrees that the Promoter shall be entitled to consume entire FSI available at present or in future in respect of the said land including the unavailed portion and/or reservation on the said land. The Promoter shall execute or cause to be executed the conveyance in respect of all that building and the structures only after all that FSI is fully consumed, ULC Formalities if any are over and/or after NOC from the ULC Authorities if any required, regarding the conveyance of land alongwith the structures being procured by land or granted to the Promoter and/or not before. The Promoter shall not be bound to convey the land in respect of building in piecemeal. The various buildings, societies or other appropriate bodies of the Flat Purchasers

as the case may be in the larger properties shall be formed and Apex / Ultimate Body / Common Organization to look after the larger properties as provided in the First Schedule and the various common amenities within it. The Promoter shall convey the properties and structure only to such common organization after the FSI is fully consumed / constructed.

u) In the event of the appropriate body so formed or eventually the Apex / Ultimate Body being formed & registered before the construction and/or sale and/or disposal by the Promoter of all Flats / parking space and/or hoarding space etc. in the said building as aforesaid, the powers and the authorities of the said bodies so found of Allottee/s and other Allottee/s of Flat shall be subject to the overall control of the Promoter on all any of the matters concerning the said building the construction and completion thereof and all the amenities appertaining to the same and in particular but without prejudice to the generality of the foregoing. The Promoter shall have absolute authority and control as regards the FSI available for further construction, incomplete construction, unsold portion of such building including flats, offices, apartments, garages, parking space, terraces and the disposal thereof and the said bodies so formed shall not have any such right or authority nor shall the bodies interfere, obstruct or commit or omit any act which will be harmful, injurious or prejudicial to the aforesaid rights of the Promoter.

2. 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 Flat to the Allottee/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat.

- a) Time is essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the [Flat] to the Allottee/s and the common areas to the association of the Allottee/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the installment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Clause 1 (a) herein above. ("Payment Plan").
3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is area _____ square meters only and Promoter has/have planned to utilize Floor Space Index of _____ 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/have disclosed the Floor Space Index of _____ as proposed to be utilized by them on the project land in the said Project and Allottee/s has/have agreed to purchase the said Flat 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. If the Promoter fails to abide by the time schedule for completing the project and handing over the [Flat] to the Allottee/s, the Promoter agrees to pay to the Allottee/s, who does not intend to withdraw from the project, interest as specified in the rule, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession. The Allottee/s agrees to pay to the Promoter, interest as specified in the rule, on all the delayed payment which become due and payable by the Allottee/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Promoter.
- a) Without prejudice to the right of Promoter to charge interest in terms of sub clause above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing three defaults of payment of installments, the Promoter shall at their own option, may terminate this Flat Agreement.

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee/s, by Registered Post AD at the address provided by the Allottee/s and mail at the E-mail Address provided by the Allottee/s of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s 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 upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s the part payment received after deduction of 20% from the said part payment as adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter within a period of ninety (90) days of the termination and/or after resale / allotment of the said Flat Premises to the third parties.

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 'D', annexed hereto.
6. The Promoter shall give possession of the Flat to the Allottee/s on or before ____ day of _____. If the Promoter fails or neglects to give possession of the Flat to the Allottee/s on account of reasons beyond their control and of their agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee/s the amounts already received by them in respect of the Flat with interest at the same rate as mentioned in the clause herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. However all the taxes paid by the Allottee/s shall not be refunded by the Promoter but the Promoter undertake to co-operate with the Allottee/s for obtaining refund from the Government Authorities if at all refundable by the Government Authorities.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of building in which the Flat 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. Procedure for taking possession - The Promoter upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee/s as per the agreement shall offer in writing the possession of the [Flat], to the Allottee/s in terms of this Agreement to be taken within three (3) months from the date of issue of such notice and the Promoter shall give possession of the [Flat] to the Allottee/s. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoter or association of Allottee/s, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee/s in writing within seven (7) days of receiving the occupancy certificate of the project.
- a) The Allottee/s shall take possession of the Flat within fifteen (15) days of the written notice from the Promoter to the Allottee/s intimating that the said Flat is / are ready for use and occupancy:
 - b) Failure of Allottee/s to take possession of [Flat]: Upon receiving a written intimation from the Promoter as per clause 7(a) the Allottee/s shall take possession of the [Flat] 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 [Flat] to the Allottee/s. In case the Allottee/s fails to take possession within the time provided in Clause 7(a) such Allottee/s shall continue to be liable to pay maintenance charges as applicable.

- c) If within a period of five (5) years from the date of handing over the Flat to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the Flat or the building in which the Flat is 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/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

8. It is expressly agreed that the Promoter shall be entitled to sell the premises in the said building for the purpose of using the same as Guest House, Restaurant & Bar, Dispensaries, Nursing Homes, Maternity Homes, Beauty Parlour, Palnagar, Coaching Classes, Consulting Rooms or Clinics or Floor Mill, Showroom or Residential or for Commercial user and/or any use as may be permitted by the local authority in that behalf and the other Allottee/s shall not object to the use of the premises for the aforesaid purpose at any time in future by the respective Allottee/s thereof.

- a) The Allottee/s shall not at any time demolish the said premises or cause to be done any additions or alterations whatsoever of any nature in or to the said premises or any part thereof. The Allottee/s shall keep the premises, walls, partition wall, sewers, drains, pipes and appurtenances thereto in good and tenantable repair conditions and in particular the said building other than his/her/their premises, the

Allottee/s shall not close or cause to be closed the veranda or lounges or balconies or make or cause to be made any alterations in the elevations and outside colour actions or scheme of the premises to be acquired by him/her/them.

- b)** The Allottee/s shall not do or permit to be done any act or thing which may render void or voidable any insurance of any premises or any part of the said building or cause any increase in premium to be payable in respect thereof or which may or is likely to cause nuisance or annoyance to occupiers of the other premises in the said building.
- 9.** The Allottee/s along with other Allottee/s of Flat 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/s, so as to enable the Promoter to register the common organization of Allottee/s. No objection shall be taken by the Allottee/s if any, changes or modifications are made in the draft 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.
- a)** The Promoter shall, within three months of the 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 and/or the original land owners in the said structure of the building or wing in which the said Flat is situated.

- b)** The Promoter shall within three months of the Federation/Apex registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the Promoter and/or the original land owners in the project land on which the building with multiple wings or building is constructed.
- c)** The Allottee/s hereby agrees that even after society is formed the said Society Office Bearers shall not demand transfer charges and/or maintenance charges for the unsold premises of the said Promoter premises.
- d)** The Allottee/s hereby agrees that he/she/they shall not avail the T. V. Cable from any Cable Operator other than the Cable Operator approved by the Promoter and further agrees and undertakes that he/she/they shall not entertain any other T. V. Cable Operator in the said building.
- e)** It is mutually agreed between the parties hereto that Promoter shall have exclusive right to allot the parking lot to the Allottee/s of Flat in the said building as per its own discretion, even after formation of the Society.
- f)** Within 15 days after notice in writing is given by the Promoter to the Allottee/s that the Flat is ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) of outgoings in respect of the project land and building 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. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee/s further agrees that till the Allottee's share is so determined the Allottee/s shall pay to the Promoter provisional monthly contribution of Rs _____/-, per month towards the outgoings. The amounts so paid by the Allottee/s 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 favor of the society or a limited company as aforesaid. On such conveyance/assignment of lease being 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 may be.

10. The Allottee/s 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.

(iii) Rs. _____/-, for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/Apex Body.

(iv) Rs. _____/-, for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/Apex Body.

(v) Rs. _____/-, For deposit towards Water, Electric, and other utility and services connection charges.

(vi) Rs. _____/-, for deposits of electrical receiving and Sub-Station provided in layout.

11. The Allottee/s 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/s shall pay to the Promoter. the Allottee/s 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.

13. And at the time of registration of conveyance or Lease of the project land, the Allottee/s shall pay to the Promoter, the Allottee/s 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.

14. REPRESENTATION AND WARRANTIES OF THE PROMOTER .

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

- i.** The Promoter has/have clear and marketable title with respect to the project land, as declared in the title report annexed to this agreement and has the requisite right 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 Promoter has/have 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 Promoter has/have been and shall, at all times remain to be in compliance with all applicable laws in relation to the Project, project land, Building/Wings and common areas;

- vi.** The Promoter has/have 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/s created herein, may prejudicially be affected;
- vii.** The Promoter has/have not entered into any Agreement for sale and/or Development Agreement or any other agreement arrangement with any person or party with respect to the project lands, including the Project and the said [Flat] which will, in any manner, affect the rights of Allottee/s under this Agreement;
- viii.** The Promoter confirms that the Promoter is/are not restricted in any manner whatsoever from selling the said [Flat] to the Allottee/s in the manner contemplated in this Agreement;
- ix.** At the time of execution of the conveyance deed of the structure to the association of Allottee/s the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Allottee/s;
- x.** The Promoter has/have duly paid and shall continue to pay and discharge undisputed governmental due, rate, charges and taxes and other monies, levies, imposition, 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 properties) 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.
- 15.** The Allottee/s or himself/herself/themselves with intention to bring all persons into whosoever hand the Flat may come, hereby covenants with the Promoter as follows:-
- a)** To maintain the Flat at the Allottee/s own cost in good and tenantable repair and condition from the date of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat 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 Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.
- b)** Not to store in the Flat 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 Flat is situated or storing of which goods is objected to by the concerned local 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 Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat situated or the Flat on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequent of the breach and make

good the losses or damages incurred at his/her/their own cost and charges.

- c)** To carry out at his/her/their own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the Flat is/are situated or the Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d)** Not to demolish or cause to be demolished the Flat 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 Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat 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 Flat 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 Flat without the prior written permission of the Promoter and/or the society or the limited company or the local authorities.
- e)** 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 Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

- f)** Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the project land and the building in which the Flat is situated.
- g)** Pay to the Promoter within fifteen days of demand by the Promoter his/her/their share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the building in which the Flat is situated.
- h)** 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 Flat by the Allottee/s for any purposes other than for purpose for which it is sold.
- i)** The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up.
- j)** The Allottee/s shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time 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/s 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 Flat 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.

- k)** Till a conveyance of the structure of the building in which Flat is situated is executed in favour of Society/ Limited Society, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.
- l)** Till a conveyance of the project land on which the building in which Flat is situated is executed in favour of Apex Body or Federation, the Allottee/s shall permit the Promoter and his surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project lands or any part thereof to view and examine the state and condition thereof.
- m)** The Allottee/s is/are aware that at present there is no drainage system in respect of building which are already constructed and building which are under construction and in respect of building which are likely to be constructed.
- n)** It is hereby expressly agreed that the Promoter shall be entitled to put up hoardings and/or neon/signs (illuminated or otherwise) or any sign boards on the said properties or on the said building on the said properties or any part portion thereof and for that purpose the Promoter is/are hereby fully authorized to commence carry on and

complete the erection installation and/or completing the temporary or permanent construction or erection of installation for the said purpose either on the exterior of said building or on the terraces of the said building or on the said properties or any parts or portion thereof as the case may be and the Allottee/s hereby irrevocably agrees not to object or dispute the rights of the Promoter in that behalf irrespective of anything to the contrary herein contained or not.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or company or 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 Flat or of the said plot and building or any part thereof. The Allottee/s shall have no claim save and except in respect of the Flat hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircase, terraces recreation spaces, will remain the properties of the Promoter until the said structure of the building/s is/are transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body/Federation as hereinbefore mentioned.
17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE :
After the Promoter executes this Agreement they shall not mortgage or create a charge on the [Flat] and if any such mortgage or charge is

made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has taken or agreed to take such [Flat].

18. BINDING EFFECT :

Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the payment plan within thirty (30) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee/s fails to execute and deliver to the Promoter this Agreement within thirty (30) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within Fifteen (15) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection there with excluding the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever after deduction of 20% of the received amount towards loss and expenses incurred by the Promoter.

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

agreement, allotment letter, correspondences, arrangements whether written or oral. if any, between the parties in regard to the said Flat / Shop, 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 ALLOTTEE/S / SUBSEQUENT ALLOTTEE/S,

It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the project shall equally be applicable to and enforceable against any subsequent Allottee/s of the [Flat], in case of a transfer, as the said obligations go along with the (Flat) 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 Regulation 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 Allottee/s has/have to make any payment, in common with other Allottee/s in Project, the same shall be in proportion to the carpet area of the [Flat] to the total carpet area of all the [Flat] 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 Promoter through its authorized signatory at the Promoter Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/s, in after the Agreement is duly executed by the Allottee/s 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 Mira Road (East), within the jurisdiction area of Registration District of Bhayandar / Mira / Thane.
26. The Allottee/s 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.
 - a) That all notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly

served if sent to the Allottee/s or the Promoter by Registered Post A. D. and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Mr. / Mrs. _____ Name of Allottee/s

_____(Allottee’s Address)

Notified Email ID: _____.

Mr. Manoj Motaji Purohit - Promoter Name

Pancard No. _____

Ramdev House, Kenwood Park Road,
Near Seven Eleven School, Deepak Hospital Road,
Mira Road (East), Tal. & Dist. Thane. (Promoter Address)

Notified Email ID: _____.

Pancard No. _____.

It shall be the duty of the Allottee/s 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/s, as the case may be.

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

- 28. Stamp Duty and Registration :-** The charges towards stamp duty and registration of this Agreement shall be borne and paid by the Allottee/s alone.
- 29. 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 authority as per the provisions of the Real Estate (Regulation and Development) Act 2016, Rules and Regulations, thereunder.
- 30. 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 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 _____ (city/town name) in the presence of attesting witness, signing as such on the day first above written.

THE FIRST SCHEDULE ABOVE REFERRED TO

All that piece and parcel of properties i.e. **a) An area admeasuring 661 square meters**, forming part portion of property bearing Old S. No. 228, New S. No. 27, Hissa No. 2, Admeasuring 5970 sq. meters, **b) An area admeasuring 530.64 square meters**, forming part portion of property bearing Old S. No. 233, New S. No. 25, Hissa No. 7, Admeasuring 1340 sq. meters, situated at revenue village Navghar, Bhayandar (East), Taluka and District – Thane. Within the limits of Mira Bhayandar Municipal Corporation. In the

area of Registration District & Sub-District office of Bhayandar / Mira Road / Thane.

THE SECOND SCHEDULE ABOVE REFERRED TO

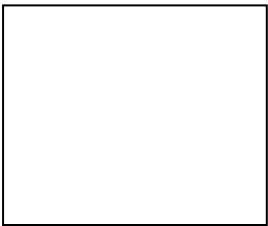
All that premises Bearing **Flat No.** _____, On the _____ Floor, **In** _____ **Wing**, Admeasuring _____ square feet carpet area, equivalent to _____ square meters carpet area, (including the area covered by the internal partition walls of the Flat) in the building known as **‘RANUJA RAMDEV C-TYPE’** being constructed of the said Project. Situate at Village Navghar, Bhayandar (East), Tal. & Dist. Thane. **And Stilt / Open Parking Space / Garage / Covered Parking No.** _____, in the compound wall of the said building known as **‘RANUJA RAMDEV C-TYPE’** being constructed on the said part portion of properties **a) An area admeasuring 661 square meters**, forming part portion of property bearing Old S. No. 228, New S. No. 27, Hissa No. 2, Admeasuring 5970 sq. meters, **b) An area admeasuring 530.64 square meters**, forming part portion of property bearing Old S. No. 233, New S. No. 25, Hissa No. 7, Admeasuring 1340 sq. meters, situated at revenue village Navghar, Bhayandar (East), Taluka and District – Thane. Within the limits of Mira Bhayandar Municipal Corporation. In the area of Registration District & Sub-District office of Bhayandar / Mira Road / Thane.

SIGNED, SEALED AND DELIVERED

By the withinnamed **“PROMOTER”**

MR. MANOJ MOTAJI PUROHIT,

SIGNATURE



In the presence of :-

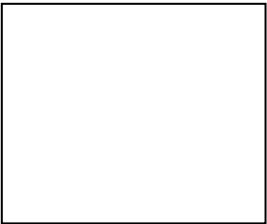
.....

.....

SIGNED, SEALED AND DELIVERED

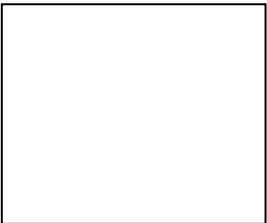
By the withinnamed “**ALLOTTEE/S**”

1) **MR. / MRS. / M/S.** _____,



SIGNATURE

2) **MR. / MRS. / M/S.** _____,



SIGNATURE

In the presence of :-

.....

.....

RECEIPT

Received this day of and from withinnamed Allottee/s the sum of
Rs. _____/-, (Rupees _____
_____ Only) by cheques as and by way of part payment
to be paid by the Allottee/s to us.

1. By Cheque No. _____, Amount Rs. _____/-,
Dated _____, Drawn on _____ Bank.

2. By Cheque No. _____, Amount Rs. _____/-,
Dated _____, Drawn on _____ Bank.

Witness : I/We Say Received.

1.

(For Mr. Manoj Motaji Purohit)

2. (Promoter)