AGREEMENT FOR SALE

This Agreement made at ..... this ..... day of ..... in the year Two Thousand and .....

BETWEEN

M/S JOSHI & YASH DEVELOPERS LLP, having PAN No. AARFJ2335G, a Limited Liability Partnership Firm registered under the LLP Act, 2008 on 22/06/2021 vide Regd. No. LLPIN-AAX-5026, having its registered office and a principal place of business at Punamiya Bhavan, Eduljee Road, Tembhi Naka, Thane (West) – 400 601, represented through its Designated Partner **Shri. _____,** Age: ___ years, hereinafter collectively referred to as the **"PROMOTER/DEVELOPERS"** (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its present and future partner/s for M/s Joshi & Yash Developers LLP, executors, administrators and/or assigns, etc.) of the **FIRST PART**;

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1) ..... (PAN – .....), Age – ..... Years, Occupation - ....., 2) **.....** (PAN – .....), Age – ..... Years, Occupation - ....., R/at - ....., hereinafter referred to as the "**ALLOTTEE/S AND/OR PURCHASER/S**" (which expression shall unless it be otherwise repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators & assigns) of the **SECOND PART**.

WHEREAS;

1) By virtue of Sale Deed (Faroktakhat) dtd.1st April, 1981, 1) Shri. Anil Bhaskar Tambe, 2) Mrs. Vidula Vilas Pethe, 3) Smt. Pushpalata Ramakant Prabhu, 4) Shri. Suresh Balwant Potnis and 5) Shri. Ravindra Madhusudan Patankar have purchased the said plot of land bearing Survey No. 36, Hissa No. 2, TPS No. 2, City Survey No.200(Part), adm. 404 sq. mtrs., City Survey No.201, adm. 31.5 sq. mtrs., City Survey No.202(Part), adm. 6.2 sq. mtrs., City Survey No.209, adm. 12.2 sq. mtrs., City Survey No.210, adm. 12.2 sq. mtrs., City Survey No.211, adm. 12.2 sq. mtrs., City Survey No.219(Part), adm. 6 sq. mtrs., City Survey No.220(Part), adm. 14 sq. mtrs. totally adm. 498.3 sq. mtrs., situate lying and being at – M. G. Road, Off. Godbole Hospital, Village - Naupada, Taluka and District Thane from the Vendor viz. Shri. Waman Sitaram Sontakke and the Confirming Party viz. Niraj Builders through partner viz. Shri. Govind Waman Tikhe for a consideration and as per the terms and conditions setout therein. The said Deed is duly stamped and registered with the Sub-Registrar of Thane vide Sr.No.THN-330-1981 on 01/04/1981.

2) The Owners viz. Shri. Anil Bhaskar Tambe and 4 others had constructed a building on the said land which is popularly known as "Shree Apartment" according to the plan sanctioned and permission granted by the Thane Municipal Corporation vide V.P.No.932(A) dtd.25/03/1983.

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3) The aforesaid existing building is comprising of Ground + 2 Upper Floors. The Thane Municipal Corporation had issued Occupation Certificate bearing No.932(A) on 11/06/1984.

4) The Owners / Grantors viz. Shri. Anil Bhaskar Tambe, 2) Mrs. Vidula Vilas Pethe, 3) Shri. Suresh Balwant Potnis, 4) Shri. Ravindra Madhusudan Patankar and 5) Smt. Pushpalata Ramakant Prabhu since deceased through her son and legal heir viz. Shri. Ajit Ramakant Prabhu vide Deed of Declaration dtd.05/11/1996, registered with Sub-Registrar of Assurances Thane-1 at Sr.No.6854/1996 on 05/11/1996 registered the said Shree Apartment under the name and style of "Shree Apartment Condominium". For the sake of brevity hereinafter the said Land and Building are jointly referred to as "**the said Property**" and more particularly described in the First Schedule hereunder written.

5) Subsequently, the aforesaid Owners / Grantors had executed diverse registered Deed of Apartments in favour of each Apartment Owner in respect of their respective Family Unit and also in respect of an undivided interest in the general and / or restricted common areas and facilities of the building.

6) The City Survey Office, Thane has mutated the names of 1) Shri. Anil Bhaskar Tambe, 2) Mrs. Vidula Vilas Pethe, 3) Shri. Suresh Balwant Potnis, 4) Shri. Ravindra Madhusudan Patankar and 5) Shri. Ajit Ramakant Prabhu as the owners/holders in the property register card in respect of aforesaid property.

7) During passage of time, some of the Apartment Owners had sold their respective Apartment / Unit to some other Apartment Purchasers. Therefore, at present there are 7 registered Apartment Owners viz. 1) Mr. Ajay Kambli & Mrs. Vrinda Kambli (Unit No.1), 2) Smt. Vidula Pethe ((Unit No.2), 3) Mr. Ajit Prabhu (Unit No.3), 4) Mr. Ravindra Patankar (Unit No.4), 5) Mr. Sharad Talwelkar & Mrs. Varsha Talwelkar (Unit No.5), 6) Mrs. Sharvari

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Purohit (Unit No.6) and 7) Mr. Chandrashekhar Purohit (Unit No.7). For the sake of brevity hereinafter called "Apartment Owners".

8) The aforesaid building has outlived its life and beyond repairs and maintenance and therefore, the existing Apartment Owners intend to redevelop the said property, by demolishing the existing building and thereby constructing a new building by utilizing the FSI presently available and further by utilizing FSI and any other potential permissible FSI as per the present UDCPR 2020 of the Thane Municipal Corporation **(TMC)**. As such the Apartment Owners being inexperienced, have intended to carry out the Re-development of the said property through Professional Developers.

9) Accordingly a proposal of redevelopment of the said property was raised and discussed by and between the Board of Managers of the Shree Apartment Condominium and the Apartment Owners in the Special Meeting, wherein a formal consensus for redevelopment of the said property was arrived at by the Shree Apartment Condominium and all the Apartment Owners.

10) The PROMOTER herein i.e. **M/S JOSHI & YASH DEVELOPERS LLP**, having its registered office and a principal place of business at Ganesh Kuti Bungalow, opposite Namdeo wadi Hall, Thane (West) – 400 601, represented through its Designated Partner **Shri. Jayantilal K. Jain,** accordingly submitted their offer to the Apartment Owners for re-development of the said property. The offer was thoroughly scrutinized and discussed in the various meetings of the Apartment Owners and all of them have unanimously accepted the offer submitted by the Promoter herein and selected them as the builders and developers for redevelopment of the said property.

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11) The Apartment Owners have passed a Resolution for appointment of the PROMOTER herein for redevelopment of the said property and in pursuance of the said Resolution, the Apartment Owners have given their consent to the PROMOTER to redevelop the said property and to carry out the Development work on the said property on certain terms and condition and further unanimously decided to enter into development agreement, Power of Attorney and all such other documents required for the purpose of redevelopment of said property in favour of the PROMOTER herein.

12) The Apartment Owners of the Condominium have appointed their authorised representatives to sign, register and execute the various deeds and documents with the PROMOTER.

13) Pursuant to resolution passed unanimously as stated above, a Development Agreement dated 15/12/2021 ("**said Development Agreement**") is executed by and between the Parties herein which is duly stamped and registered before the Sub-Registrar of Assurances at Thane-12, vide Sr. No.TNN12-13957-2021, dtd.15/12/2021, whereby the Shree Apartment Condominium alongwith aforesaid Apartment Owners have granted development rights in respect of the said Property to the Promoter herein on the terms and conditions recorded therein.

14) The Shree Apartment Condominium have also executed Power of Attorney on 15/12/2021 in favour of Shri. Jayantilal K. Jain, designated partners of M/s. Joshi & Yash Developers LLP and empowered them to carry out all the necessary development activities and to do all acts, deeds, things in respect of development of the aforesaid property. The said Power of Attorney is also duly registered before the Sub-Registrar of Assurances Thane, vide Sr. No.TNN12-13959-2021, dtd.15/12/2021.

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15) The Apartment Owners hereby state that, in the aforesaid original Sale Deed (Faroktakhat) dtd.1st April, 1981 (vide Document Sr.No.THN-330-1981) description of the property was inadvertently mentioned as City Survey No.200, Tika No.2 instead of City Survey No.200(Part), adm. 404 sq. mtrs., City Survey No.201, adm. 31.5 sq. mtrs., City Survey No.202(Part), adm. 6.2 sq. mtrs., City Survey No.209, adm. 12.2 sq. mtrs., City Survey No.210, adm. 12.2 sq. mtrs., City Survey No.211, adm. 12.2 sq. mtrs., City Survey No.219(Part), adm. 6 sq. mtrs., City Survey No.220(Part), adm. 14 sq. mtrs. totally adm. 498.3 sq. mtrs.

16) Hence, in order to rectify the aforesaid mistake, a Rectification Deed dtd.12/07/2022 is executed between the original landowner late Shri. Waman Sitaram Sontakke and late Smt. Indira Waman Sontakke through their representatives viz. 1) Mr. Ashok Shankar Sontakke, 2) Mrs. Anjali Ashok Sontakke, 3) Mr. Pranaykumar Ashok Sontakke and 4) Mr. Anantprasad Ashok Sontakke and the Apartment Owners viz. 1) Mr. Ajay Kambli & Mrs. Vrinda Kambli, 2) Smt. Vidula Pethe, 3) Mr. Ajit Prabhu, 4) Mr. Ravindra Patankar, 5) Mr. Sharad Talwelkar & Mrs. Varsha Talwelkar, 6) Mrs. Sharvari Purohit and 7) Mr. Chandrashekhar Purohit. The said Deed is duly stamped and registered with the Sub-Registrar of Thane, vide Sr. No.TNN-9802-2022 on 12-07-2022.

17) In view of the aforesaid, 1) Mr. Ajay Kambli & Mrs. Vrinda Kambli, 2) Smt. Vidula Pethe, 3) Mr. Ajit Prabhu, 4) Mr. Ravindra Patankar, 5) Mr. Sharad Talwelkar & Mrs. Varsha Talwelkar, 6) Mrs. Sharvari Purohit and 7) Mr. Chandrashekhar Purohit are the co-owners of the said property and they have undivided share and interest in the said property.

18) The PROMOTER in consultation with the Shree Apartment Condominium and the Apartment Owners have prepared through their Architect, the plans for development thereof and

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other incidental permissions required in connection with the same and have submitted the same to the Thane Municipal Corporation for their approval.

19) Accordingly, the Thane Municipal Corporation has approved the plan of the proposed new building to be constructed thereon & granted Permission / Commencement Certificate vide Permit No. TMCB/B/2023/APL/00902, dt. 10/11/2023. A copy of the said commencement certificate is annexed hereto & marked as '**Annexure C'.**

20) Pursuant to the above said development rights and on approval of necessary plan and permissions from the Thane Municipal Corporation, the PROMOTER initiated development activities on the said property.

21) In view of the aforesaid, the PROMOTER is entitled to commence, carry out the construction work on the above referred property, which is more particularly described in the First Schedule hereunder written.

22) Under the said Development Agreement signed by & between the Shree Apartment Condominium and the Apartment Owners and PROMOTER, the PROMOTER is entitled to sell the balance potential of the permissible built up area available with them after allotment of flats to the existing Apartment Owners.

23) Under the circumstances, the PROMOTER herein alone have the sole and exclusive rights to allot the flats and premises on ownership basis in the building to be constructed by the PROMOTER on the Said Property and to enter into Agreement/s with the Allottee/s and to receive the sale price or consideration in respect thereof.

24) The Developer has got the approval of plan from Thane Municipal Corporation for FSI available as on date and shall

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obtain approvals for any increase in FSI due to change in rules and regulations by Authorities till completion of the building, so as to obtain the Occupancy Certificate of the said proposed building.

AND WHEREAS the Promoter has proposed to construct on the project land the new building having Stilt Floor + 1st to 8th Residential floors;

AND WHEREAS the Allottee is offered a Flat bearing number …….. on the ……. floor, (herein after referred to as the said "Flat") of the Building called "Shree Apartment" (herein after referred to as the said "Building") being constructed 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 …….. no ……..; 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;

AND WHEREAS by virtue of the Development Agreement/Power of Attorney the Promoter has sole and exclusive right to sell the Flats 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 Flats 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

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project land and the plans, designs and specifications prepared by the Promoter's Architects Messrs Ambiaance Design Pvt. Ltd. and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

AND WHEREAS the authenticated copies of Certificate of Title issued by the 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 Flats 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 hereto and marked as **'Annexure C-2';**

AND WHEREAS the authenticated copies of the plans and specifications of the Flat 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,

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stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by 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 a Flat No. ..... on ..... floor situated in the building being constructed of the said Project;

AND WHEREAS the carpet area of the said Flat is ..... square meters and "carpet area" means the net usable floor area of a Flat, 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 or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Flat;

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 Flat agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof 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;

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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 Flat 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 Flat and the covered parking.

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

1. The Promoter shall construct the said building/s consisting of stilt floor + 1st to 8th residential 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 Flat 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. …… of the type …… of carpet area admeasuring …… sq. metres on …… floor in the new building “Shree Apartment” (hereinafter referred to as "the Flat") as shown in the Floor plan thereof hereto annexed and marked ‘Annexures C-1 and C-2’ for the consideration of Rs. …… including Rs. ……

being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the 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 hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos..... situated at stilt and /or ..... being constructed in the layout for the consideration of Rs. ..... /-.

1(b) The total aggregate consideration amount for the Flat including covered parking spaces is thus Rs. ..... /-

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) in the following manner:-

i. Amount of Rs. _____/- (Rupees _____ only) being 20% of the total consideration to be paid to the Promoter after the execution of Agreement.

ii. Amount of Rs. _____/- (Rupees _____ only) being 15% of the total consideration to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Flat is located.

iii. Amount of Rs. _____/- (Rupees _____ only) being 25% 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 Flat is located.

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iv. Amount of Rs. _____/- (Rupees _____ only) being 5% of the total consideration to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Flat.

v. Amount of Rs. _____/- (Rupees _____ only) being 5% of the total consideration to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said Flat.

vi. Amount of Rs. _____/- (Rupees _____ only) being 5% 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 Flat is located.

vii. Amount of Rs. _____/- (Rupees _____ only) being 10% 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 Flat is located.

viii. Balance Amount of Rs. _____/- (Rupees _____ only) against and at the time of handing over of the possession of the Flat to the Allottee on or after receipt of occupation 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 Flat.

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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 @ _____ % per annum 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 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 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

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

2.2. 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 Flat 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) 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 ..... square meters only and Promoter has 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

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Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Flat based on the proposed construction and sale of Flats 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 Flat 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, interest 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.

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

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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 (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 Flat 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 Flat as are set out in **Annexure 'E'**, annexed hereto.

6. The Promoter shall give possession of the Flat to the Allottee on or before 30th day of June 2026. If the Promoter fails or neglects to give possession of the Flat 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 Flat with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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.

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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 Flat, 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 Flat 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 Flat within 15 days of the written notice from the Promoter to the Allottee intimating that the said Flats are ready for use and occupancy:

7.3 Failure of Allottee to take Possession of Flat: Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee 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. In case the Allottee fails to take possession within the time provided in clause 8.1 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 Flat to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Flat or the building in which the Flat 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

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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 Flat or any part thereof or permit the same to be used only for purpose of residence. The Allottee shall use parking space only for purpose of parking vehicle.

9. The Allottee along with other allottee(s)s of Flats 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 Vendor/ Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Flat 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 Vendor/Lessor/Original

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Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Flat 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 Flat) 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 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 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.

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(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 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**

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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 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 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 t o b e 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 into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Flat which

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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 Flat 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 Flat may come, hereby covenants with the Promoter as follows :-

i. To maintain the Flat at the Allottee's own cost in good and tenantable repair and condition from the date that 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.

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ii. 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 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 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 is situated or the Flat 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 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 and shall not do or suffer to be done anything in or to the building in which the Flat is 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 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 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,

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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.

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

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the project land and the building in which the Flat 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 Flat 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 Flat 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 Flat 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 Flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the

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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 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.

xi. Till a conveyance of the structure of the building in which Flat 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 into and upon 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 Flat 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 into and upon 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 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 Flats or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain

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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 hereinbefore 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 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 who has taken or agreed to take such Flat.

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 along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. 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

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

20. RIGHT TO AMEND

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO 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 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 Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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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 Flat to the total carpet area of all the Flats 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's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in _____ 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.

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

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Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

_____Name of Allottee
_____(Allottee's Address)
Notified Email ID: _____

M/s _____ Promoter name
_____ (Promoter Address)
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 settled the dispute amicably, which shall be referred to the MahaRERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. GOVERNING LAW

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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

FIRST SCHEDULE:-

ALL THAT PIECE OR PARCEL OF LAND bearing **Survey No. 36, Hissa No. 2, TPS No. 2**, **City Survey No.200(Part), adm. 404 sq. mtrs., City Survey No.220, adm. 14 sq. mtrs., City Survey No.209, adm. 12.2 sq. mtrs., City Survey No.219(Part), adm. 6 sq. mtrs., City Survey No.211, adm. 12.2 sq. mtrs., City Survey No.210, adm. 12.2 sq. mtrs., City Survey No.202(Part), adm. 6.2 sq. mtrs., City Survey No.201, adm. 31.5 sq. mtrs. totally adm. 498.3 sq. mtrs**., together with the building standing thereon known as "**Shree Apartment Condominium**" comprising of Ground + 2 Upper Floors, situate lying and being at – M. G. Road, Off. Godbole Hospital, Village - Naupada, Taluka and District Thane, Registration and Sub-Registration District of Thane and within the limits of the Thane Municipal Corporation.

SECOND SCHEDULE:-

ALL THAT PREMISES being Flat/Unit No. ....., admeasuring ..... sq. ft. RERA carpet area alongwith enclosed balcony admeasuring ..... sq. ft. carpet area on ..... Floor along with Stack/Mechanized/Puzzle/Stilt/Podium Parking Space No. ..... in the proposed new building to be constructed on the aforesaid plot of land, more particularly described in the First Schedule hereinabove.

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IN WITNESS WHEREOF PARTIES HEREINABOVE NAMED HAVE SET THEIR RESPECTIVE HANDS AND SIGNED THIS AGREEMENT FOR SALE AT _____ IN THE PRESENCE OF ATTESTING WITNESS, SIGNING AS SUCH ON THE DAY FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED by)

the within named "**PROMOTER**")

M/S JOSHI & YASH DEVELOPERS LLP)

through its Partner)

_____ **)**

in the presence of....)

1.)

2.)

SIGNED AND DELIVERED by the)

withinnamed "**ALLOTTEE/S**")

1) **.....**)

2) **.....**)

in the presence of.....)

1.)

2.)

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