AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ["Agreement"] is made and entered into at Bhayandar, on this _____ day_____of the Christian Year Two Thousand Twenty _____, by and between **M/S. MAYUR CONSTRUCTION CO. through its sole proprietor SHRI. MANISH NANDKUMAR PATIL (PAN NO. AOAPP9875Q),** having office at C/G-01 & 02, Shalini Complex, Opp. Garden City, Deepak Hospital Road, Mira Road (East), Thane -401 107, hereinafter for the sake of brevity referred to as **"THE PROMOTER"** (which expression shall unless it be repugnant to the context and meaning thereof, would mean and deem to mean and include its successors and assigns) of the **ONE PART**

A N D

SHRI/SMT./MS./MESSERS _____

_____

_____

having his/her/their/its address at _____

_____

_____

hereinafter for the sake of brevity referred to as **"THE ALLOTTEE"** (which expression shall unless it be repugnant to the context and meaning thereof, would mean and deem to mean and include, in case of individual or individuals, his / her / their legal heirs, executors, administrators and permitted assign/in case of body corporate, its successors and permitted

assigns/in case of partnership, the such firm, the partners constituting the said firm, for the time being and from time to time, their survivor/s and their respective legal heirs, administrators, executors and permitted assigns/in case of Hindu Undivided Family, the co-parceners of the such HUF, for the time being and from time to time, their survivors from time to time and their respective legal heirs, administrators, executors and permitted assigns/in case of trust, the trustees for the time being and from time to time of the trust and the survivor/s of them and their respective legal heirs, representatives, executors, administrators and permitted assigns of the last survivor of them) of the **OTHER PART.**

In this Agreement, for the sake of brevity and convenience, wherever the context so requires, the Promoter and the Allottee are hereinafter collectively referred to as **"The Parties"** and individually as **"The Party"**.

W H E R E A S: -

A. ORIGIN OF TITLE OF THE ENTIRE PROPERTIES: -

1) Originally, by diverse deeds, factors and circumstances, including intestate succession and survivorship, so also recorded and reflected in the record of rights, one (1) Shri. Laxman Narayan Patil, (2) Shri. Pandurang Narayan Patil & (3) Shri. Harishchandra Narayan Patil, were jointly seized and possessed of and/or otherwise well and sufficiently entitled to all that pieces and parcels of land or ground bearing **Old Survey No. 241, New Survey No. 34, Hissa No. 10,** admeasuring 230 sq. mtrs. or thereabout, situate at, being and lying at Revenue Village – Navghar, Taluka & District – Thane, now falling within the local limits of Mira Bhayandar Municipal Corporation ["MBMC"], which is more particularly described **Firstly** in the **First Schedule** written hereunder, hereinafter referred to as **"The First Mentioned Land".**

2) Shri. Narayan Laxman Patil and Shri. Ganpat Laxman Patil were real and full bothers. The said Shri. Narayan Laxman Patil had 4 (four) nos. sons and the said Shri. Ganpat Laxman Patil had no issues.

3) After the demise of the said Shri. Ganpat Laxman Patil, his widow Smt. Matibai Ganpat Patil had adopted one Shri. Balaram Narayan Patil, one of the sons of Shri. Narayan Laxman Patil, who was later known as Shri. Balaram Ganpat Patil alias Balaram Narayan Patil.

4) The said Shri. Narayan Laxman Patil and Shri. Ganpat Laxman Patil had separated during their lifetime itself and as such, had divided their land holdings amongst themselves and the said fact is also reflected in their respective Khata Utaras maintained in the record of rights.

5) Subsequently, several properties were purchased by the said Shri. Narayan Laxman Patil out of his self-earned income. Despite the said fact, the names of 6 (six) daughters of late Shri. Balaram Ganpat Patil appeared in all the lands in the record of rights.

6) In the premises as aforesaid and also based on the assumptions as stated hereinabove, one Gujarat Enterprise had decided to purchase and acquire the rights of the said 6 (six) nos. daughters of Shri. Balaram Ganpat Patil and which, till then, had already purchased the rights of 5 (five) nos. daughters of the said Shri. Balaram Ganpat Patil and as such, it is assumed that the shares of 6 (six) nos. daughters' of Shri. Balaram Ganpat Patil collectively deemed as 1/4th share and rights in the First Mentioned Land for calculation, as their names continued to appear in the record of rights of the First Mentioned Land.

7) The said Shri. Balaram Ganpat Patil died intestate in the year 1962, leaving behind him, 6 (six) nos. daughters viz: - (1) Smt. Hemlata Uday Patil, (2) Smt. Rekha Madhukar Patil, (3) Smt. Mangla Ramanand Gowand, (4) Smt. Sangeeta Arun Mhatre, (5) Smt. Vanadana Jagannath Patil & (6) Smt. Madhuri Hansraj Patil and as such, their names continued to appear in the record of rights of all the properties including the First Mentioned Land.

8) One of the co-owners viz: - Shri. Pandurang Narayan Patil also died intestate, leaving behind him, his widow Smt. Laxmibai P. Patil, who also died on 12th May 2006 and his other legal heirs viz: - (1) Shri. Hemant Pandurang Patil, (2) Shri. Nitin Pandurang Patil & (3) Shri.

Jitendra Pandurang Patil, become entitled to succeed/inherit his estates, including his interest in the First Mentioned Land and as such, their names continued to appear in record of rights by a Mutation Entry No. 1560.

9) The said Shri. Hemant Pandurang Patil & others along with their family members, by and vide a duly registered Deed of Conveyance dated 19th October 2010 [Regn. No. TNN3-6942-2010] had sold, transferred and conveyed their all and entire rights, interest and benefits in the First Mentioned Land, in favour of the said Gujarat Enterprise and accordingly, by and vide a Mutation Entry No. 1345, the name of the said Gujarat Enterprise came to be entered in the record of rights of the First Mentioned Land.

10) The other co-owners Shri. Harishchandra Narayan Patil & Others along with one Smt. Shilpa Sadashiv Gawand & Smt. Sapna Suhas Mhatre by and vide a duly registered Agreement dated 16th May 2007 [Regn. No. TNN4-04647-2007] had agreed to sell, transfer, assign and convey their undivided share, rights and interest in the First Mentioned Land in favour of the said Gujarat Realtors, at and on the terms and conditions and for consideration, more particularly described in the said Agreement dated 16th May 2007 and simultaneously on execution thereof had also made and executed a duly registered General Power of Attorney in favour of the partners of the said Gujarat Realtors, inter-alia, conferring upon various rights, powers and privileges which are more particularly described in the said writing, including rights and powers to re-assign their rights in the First Mentioned Land in favour of any third party or parties and also execute conveyance and admit the execution thereof before the concerned Sub-Registrar of Assurance.

11) By and vide a duly registered Deed of Conveyance dated 13th December 2011 [Regn. No. TNN-7-8985-2011], the said Harishchandra Narayan Patil & Others had also sold, transferred, assigned and conveyed whatever their undivided share and rights in the First Mentioned Land in favour of the said Gujarat Realtors, for valid consideration and accordingly, the name of the said Gujarat Realtors came to be entered in record of rights of the First Mentioned Larger Land.

12) One of the co-owners viz: - Shri. Laxman Narayan Patil also died on 23rd September 1994, leaving behind him, his widow Smt. Heerabai Laxman Patil, 2 (two) nos. sons viz: - (1) Shri. Balwant Laxman Patil & (2) Shri. Ranjan Laxman Patil and 2(two) nos. married daughters viz: - (1) Smt. Shilpa Sadashiv Gawand & (2) Smt. Sapna Suhas Mhatre, as his only legal heirs and representatives entitled to succeed or inherit his estates, including his undivided share and rights in the First Mentioned Land, which is as reflected in Mutation Entry No. 1340.

13) By and vide a duly registered Deed of Conveyance dated 19th October 2011 [Regn. No. TNN-7-7583-2011] the abovesaid legal heirs of Shri. Laxman Narayan Patil had also sold, transferred, assigned and conveyed their undivided share and rights in the First Mentioned Larger Land in favour of the said Gujarat Realtors, for valid consideration and the said Gujarat Realtors being Confirming Party in the said Deed of Conveyance dated 19th October 2011 had also released, relinquished and assigned its all and entire rights in the First Mentioned Land in favour of the said Gujarat Enterprise and the said fact is also reflected in Mutation Entry No. 1350.

14) 3 (three) of the co-owners viz: - Smt. Rekha Madhukar Patil, Smt. Sangeeta Arun Mhatre & Smt. Vandana Jagannath Patil being the legal heirs of late Shri. Balaram Ganpat Patil, by and vide a duly registered Deed of Conveyance dated 31st December 2010 [Regn. No. TNN-7-10818-2010] had jointly sold, transferred, assigned and conveyed their undivided share and rights in the First Mentioned Land in favour of the said Gujarat Enterprise, for valid consideration and effect of the same was reflected in the Mutation Entry No. 1342.

15) The said Smt. Mangla Ramanand Gawand one of the legal heirs of the said Shri. Balaram Ganpat Patil, by and vide a duly registered Deed of Conveyance dated 11th October 2011 [Regn. No. TNN-7- 07298-2011] had also sold, transferred, assigned and conveyed her all and entire undivided share and rights in the First Mentioned Land, in favour of the said Gujarat Enterprise, for valid consideration and the said fact is also reflected in Mutation Entry No. 1344.

16) The said Smt. Hemlata Uday Patil, one of the legal heirs of Shri. Balaram Ganpat Patil, by and vide a duly registered Deed of Conveyance dated 13th December 2012 [Regn. No. TNN-7-8516- 2012] had also sold, transferred, assigned and conveyed her all and entire undivided share and rights in the First Mentioned Land, in favour of the said Gujarat Enterprise, for valid consideration.

17) The said Shri. Balwant Laxman Patil & Others along with their respective family members by and vide a duly registered Deed of Conveyance dated 6th September 2012 [Regn. No. TNN-7-06264- 2012] had also sold, transferred, assigned and conveyed their all and entire undivided share and rights in the First Mentioned Land, in favour of the said Gujarat Enterprise, for valid consideration and the said fact is also reflected in Mutation Entry No. 1761.

18) The said Smt. Madhuri Hansraj Patil and her family members by and vide a duly registered Deed of Conveyance dated 30th October 2013 [Regn. No. TNN-7-8257-2013] have also sold, transferred, assigned and conveyed their all and entire undivided share and rights in the First Mentioned Land in favour of the said Gujarat Enterprise, for valid consideration.

19) The estate holders of the First Mentioned Land viz: - The Estate Investment Co. Pvt. Ltd., by and vide its letter bearing No. EI/NOC/778/2012 dated 28th September 2012 has released, relinquished and further assigned its rights in the First Mentioned Land in favour of the said Gujarat Enterprise.

20) One Seven Eleven Construction Pvt. Ltd., had initiated a Civil Suit, being Special Civil Suit No. 309/2010 in respect of various properties including the First Mentioned Land against Smt. Hemlata Uday Patil & Others including Gujarat Enterprises, inter-alia, claiming various reliefs which are claimed in the said suit.

21) However, a Consent Term came to be filed in the abovesaid suit, inter-alia, the said Seven Eleven Construction Pvt. Ltd., has settled its claim in respect of the First Mentioned Land with the said Gujarat Enterprise

and the said Consent Term was duly registered as a Consent Decree.

22) In the premises as aforesaid, the said Gujarat Enterprise become the sole and absolute owner of the First Mentioned Land.

23) By and vide a duly registered Deed of Conveyance dated 23rd October 2020 [Regn. No. TNN-4-6347-2020] the said Gujarat Enterprise had sold, transferred, assigned and conveyed the First Mentioned Land in favour of one (1) Shri. Manish Nandlal Bhutra & (2) Shri. Manish Nandkumar Patil, for valid consideration.

24) Simultaneously on the execution of the said Deed of Conveyance dated 23rd October 2020, the said Gujarat Enterprise had also handed over the quiet, vacant, peaceful, actual and physical possession of the First Mentioned Land in favour of the said (1) Shri. Manish Nandlal Bhutra & (2) Shri. Manish Nandkumar Patil, herein.

25) By and vide a Mutation Entry No. 2649, the names of the said (1) Shri. Manish Nandlal Bhutra & (2) Shri. Manish Nandkumar Patil came to be recorded in the record of rights of the First Mentioned Land.

26) In the premises as aforesaid, the said (1) Shri. Manish Nandlal Bhutra & (2) Shri. Manish Nandkumar Patil, become joint owners of the First Mentioned Land having equal share and rights each i.e. 50:50.

27) By and vide a duly registered Deed of Conveyance dated 15th March 2022 [Regn. No. TNN4-4690-2022] made and executed by the said Shri. Manish Nandlal Bhutra, as the Vendor or the First Part, the said and the Promoter herein, as the Confirming Party of the Second Part and the Promoter herein, and Anjani Kumar Co. Pvt. Ltd. as the Purchaser of the Third Part, the said Shri. Manish Nandlal Bhutra with the due consent and concurrence of the said Promoter herein has sold, transferred, assigned and conveyed his 50% undivided share and rights in the First Mentioned Land in favour of the Anjani Kumar Co. Pvt. Ltd. therein, for valid consideration.

28) In the premises as aforesaid, the Promoter and Anjani Kumar Co. Pvt. Ltd become jointly entitled to the First Mentioned Entire Land and more

particularly described in the Firstly in the First Schedule written hereunder, having 50% undivided share and rights each.

29) Originally, by diverse deeds, factors and circumstances, one Smt. Venubai was absolutely seized and possessed of and/or otherwise well and sufficiently entitled to all those pieces and parcels of lands or grounds bearing details as under: -

Sr. No.	Old Survey No.	New Survey No.	Hissa No.	Area[Sq. Mtrs.]
1.	236	30	11	380
2.	237	186	3	630
			Total	**1,010**

both situate at, being and lying at Revenue Village – Navghar, Taluka & District – Thane and also falling within the local limits of MBMC, more particularly described **Secondly** in the First Schedule written hereunder, hereinafter referred to as **"The Second Mentioned Land".**

30) By and vide a duly registered Sale Deed dated 30th April 1973 [Regn. No. 235/1973 dated 03rd June 1973] the said Smt. Venubai and her only daughter Smt. Mankubai Ramchandra Bhoir had sold, transferred, assigned and conveyed the Second Mentioned Land in favour of (1) Shri. Dwarkanath Pandurang Patil, (2) Smt. Sunanda Dwarkanath Patil, (3) Smt. Vaijyanti Vojay Gharat, (4) Shri. Jaydeep Dwarkanath Patil, (5) Shri. Indira Narendra Mhatre, (6) Shri. Vilas Dwarkanath Patil, (7) Smt. Nandini Lalchand Patil & (8) Shri. Pratap Dwarkanath Patil, (all being co-parcenors of Shri. Dwarkanath Patil [HUF]), hereinafter referred to as **"Dwarkanath & 7 Others",** being the co-parcenors of Dwarkanath Patil [HUF] for valid consideration.

31) In the premises as aforesaid, the said Dwarkanath & 7 Others become entitled to the Second Mentioned Land.

32) By and vide a duly registered Agreement for Development dated 28th June 2007, the abovesaid Dwarkanath & 7 Others, have assigned the development rights of the Second Mentioned Land in favour of (1) Smt. Gayatri Ramautar Bhutra, (2) Shri. Manish Nandkumar Patil & (3) Smt.

Bharti N. Patil, at and on the terms and conditions and for consideration, which are more particularly described in the said Agreement For Development dated 28th June 2007.

33) Simultaneously, on the execution of the said Agreement For Development dated 28th June 2007, the said Dwarkanath & 7 Others have also made and executed a duly registered General Power of Attorney, in favour of the said (1) Smt. Gayatri Ramautar Bhutra, (2) Shri. Manish Nandkumar Patil & (3) Smt. Bharti N. Patil, inter-alia, irrevocably conferring upon various rights, powers and privileges, which are more particularly described in the said writing, including rights and powers to execute the conveyance of the Second Mentioned Land or any part or portion thereof, in favour of ultimate assignee / transferee and also admit the execution thereof before the concerned Sub-Registrar of Assurance.

34) Simultaneously on the execution of the said Development Agreement dated 28th June 2007, the said Dwarkanath & Others have also handed over the quiet, vacant, peaceful, actual and physical possession of the Second Mentioned Land in favour of the said (1) Smt. Gayatri Ramautar Bhutra, (2) Shri. Manish Nandkumar Patil & (3) Smt. Bharti N. Patil.

35) As conferred by the said General Power of Attorney dated 28th June 2007, the said Smt. Gayatri Ramautar Bhutra, Shri. Manish Nandkumar Patil & Smt. Bharti N. Patil, as the constituted attorneys of the said Dwarkanath & 7 Others and for themselves, by and vide a duly registered Deed of Conveyance dated 31st December 2012 [Regn. No. TNN7-1313-2013] got the Second Mentioned Land conveyed in their names.

36) Accordingly, by and vide a Mutation Entry No. 1886, the Second Mentioned Land came to be mutated in the joint names of the said (1) Smt. Gayatri Ramautar Bhutra, (2) Shri. Manish Nandkumar Patil & (3) Smt. Bharti N. Patil, as absolute owners.

37) In the premises as aforesaid, the said (1) Smt. Gayatri Ramautar Bhutra, (2) Shri. Manish Nandkumar Patil & (3) Smt. Bharti Nandkumar Patil,

become joint owners of the Second Mentioned Land, in the ratios as mentioned hereunder: -

Sr. No.	Name	Percentage / Ratio
1.	Smt. Gayatri Ramautar Bhutra	50%
2.	Shri. Manish Nandkumar Patil	25%
3.	Smt. Bharti Nandkumar Patil	25%
	Total	100%

38) The said (1) Smt. Gayatri Ramautar Bhutra, (2) Shri. Manish Nandkumar Patil & (3) Smt. Bharti Nandkumar Patil have obtained a right of way for the Second Mentioned Land from the said M/s. Gujarat Estate, by and vide an Agreement For Right of Way dated 29th August 2016 [Regn. No. TNN4-4808-2016].

39) By and vide a duly registered Deed of Gift dated 21st October 2021 [Regn. No. TNN4-14570-2021] the said Smt. Bharti Nandkumar Patil had made the gift of her 25% undivided share and rights in the Second Mentioned Land, in favour of the said Shri. Manish Nandkumar Patil, the Promoter herein being her real and full son.

40) In the premises as aforesaid, the said (1) Smt. Gayatri Ramautar Bhutra & (2) Shri. Manish Nandkumar Patil the Promoter herein become jointly entitled to the Second Mentioned Land, having equal undivided share and rights each i.e. 50:50.

41) By and vide a duly registered Deed of Conveyance dated 15th March 2022 [Regn. No. TNN4-4693-2022] made and executed by the said Smt. Gayatri Ramautar Bhutra, as the Vendor or the First Part, the said Shri. Manish Nandkumar Patil, Promoter herein as the Confirming Party of the Second Part and the Anjani Kumar Co. Pvt. Ltd., as the Purchaser of the Third Part, the said Smt. Gayatri Ramautar Bhutra with the due consent and concurrence of the said Shri. Manish Nandkumar Patil Promoter herein had sold, transferred, assigned and conveyed her 50% undivided share and rights in the Second Mentioned Land in favour of the Anjani Kumar Co. Pvt. Ltd, for valid consideration.

42) In the premises as aforesaid, the Promoter and the said Anjani Kumar Co. Pvt. Ltd become jointly entitled to the Second Mentioned Larger Land having equal share and rights each i.e. 50:50.

43) Originally, by diverse deeds, factors and circumstances, one late Smt. Venubai Mangloo Patil during her lifetime was absolutely seized and possessed of and/or otherwise well and sufficiently entitled to all that pieces and parcels of land or ground bearing **Old Survey No. 241, New Survey No. 34, Hissa No. 6,** admeasuring 1,010 sq. mtrs. or thereabout, situate at, being and lying at Revenue Village – Navghar, Taluka & District – Thane, now falling within the local limits of Mira Bhayandar Municipal Corporation, hereinafter referred to as **"The Third Mentioned Larger Land".**

44) The said Smt. Venubai Mangloo Patil died intestate, leaving behind her a married daughter by name Smt. Mankubai Ramchandra Bhoir, as her only legal heir and representative entitled to succeed her estates, including the Third Mentioned Larger Land, as per the personal law by which she was governed at the time of her death.

45) The said Smt. Mankubai Ramchandra Bhoir also died intestate, leaving behind her (1) Shri. Jagannath Ramchandra Bhoir, (2) Smt. Hansa Jagannath Bhoir, (3) Shri. Amar Jagannath Bhoir, (4) Shri. Rajesh Jagannath Bhoir, (5) Ms. Daksha Jagannath Bhoir, (6) Shri. Rohidas Ramchandra Bhoir, (7) Smt. Shashikala Rohidas Bhoir, (8) Master Pritam Rohidas Bhoir, (9) Shri. Kamlakar Ramchandra Bhoir, (10) Smt. Manda Kamlakar Bhoir, (11) Master Vijay Kamlakar Bhoir, (12) Ms. Pratibha Kamlakar Bhoir, (13) Smt. Jaywant Kesrinath Thakur & (14) Master Sagar Rohidas Patil, hereinafter referred to as **"Jagannath & Others",** as her only legal heirs and representatives, entitled to succeed or inherit her estates, including the Third Mentioned Larger Land, as per the personal law, by which, she was governed at the time of her death.

46) The said Master Sagar Rohidas Patil also died leaving behind him, the abovesaid remaining legal heirs of Smt. Mankubai Ramchandra Patil, as

the persons entitled to succeed or inherit his rights and interest in the Third Mentioned Larger Land.

47) By and vide an Agreement dated 27th November 2003, the abovesaid remaining legal heirs i.e. Jagannath & Others, except Master Sagar Rohidas Patil had agreed to sell, transfer, assign and convey the Third Mentioned Larger Land in favour of (1) Smt. Gayatri Ramautar Bhutra, (2) Shri. Manish Nandkumar Patil, Promoter herein & (3) Smt. Bharti N. Patil, at and on the terms and conditions and for consideration which are more particularly described in the said Agreement dated 27th November 2003.

48) Simultaneously on the execution of the said Agreement dated 27th November 2003, the abovesaid remaining legal heirs i.e. Jagannath & Others, except Master Sagar Rohidas Patil had also made and executed a General Power of Attorney in favour of the said (1) Smt. Gayatri Ramautar Bhutra, (2) Shri. Manish Nandkumar Patil, Promoter herein & (3) Smt. Bharti N. Patil, inter-alia, conferring various rights, powers and privileges which are more particularly described in the said writing, including rights and powers to re-assign the Third Mentioned Larger Land, in favour of any third party or parties, as the said (1) Smt. Gayatri Ramautar Bhutra, (2) Shri. Manish Nandkumar Patil, Promoter herein & (3) Smt. Bharti N. Patil, may in their sole discretion deem fit and proper and also execute conveyance of the Third Mentioned Larger Land or nay part or portion thereof in favour of ultimate transferee / assignee and also admit the execution thereof, before the concerned Sub-Registrar of Assurance and simultaneously on execution thereof, had also handed over the quiet, vacant, peaceful, actual and physical possession of the Third Mentioned Larger Land in favour of the said (1) Smt. Gayatri Ramautar Bhutra, (2) Shri. Manish Nandkumar Patil, Promoter herein & (3) Smt. Bharti N. Patil.

49) Subsequently, by and vide a duly registered Deed of Conveyance dated 31st December 2012 [Regn. No. TNN7-1311-2013], the Third Mentioned Larger Land came to be conveyed in favour of the said (1) Smt. Gayatri

Ramautar Bhutra, (2) Shri. Manish Nandkumar Patil, Promoter herein & (3) Smt. Bharti N. Patil.

50) Accordingly, by and vide a Mutation Entry No. 1885, the names of the said (1) Smt. Gayatri Ramautar Bhutra, (2) Shri. Manish Nandkumar Patil, Promoter herein & (3) Smt. Bharti N. Patil came to be recorded in the record of rights of the Third Mentioned Larger Land.

51) In the premises as aforesaid, the said (1) Smt. Gayatri Ramautar Bhutra, (2) Shri. Manish Nandkumar Patil, Promoter herein & (3) Smt. Bharti Nandkumar Patil, become joint owners of the Third Mentioned Larger Land, in the ratio as mentioned hereunder: -

Sr. No.	Name	Percentage / Ratio
1.	Smt. Gayatri Ramautar Bhutra	50%
2.	Shri. Manish Nandkumar Patil	25%
3.	Smt. Bharti Nandkumar Patil	25%
	Total	100%

52) The said (1) Smt. Gayatri Ramautar Bhutra, (2) Shri. Manish Nandkumar Patil, Promoter herein & (3) Smt. Bharti Nandkumar Patil have obtained a right of way for the Third Mentioned Larger Land from the said M/s. Gujarat Estate by and vide an Agreement For Right of Way dated 29th August 2016 [Regn. No. TNN4-4808-2016].

53) The said (1) Smt. Gayatri Ramautar Bhutra, (2) Shri. Manish Nandkumar Patil, Promoter herein & (3) Smt. Bharti Nandkumar Patil had sold a portion admeasuring 35 sq. mtrs., out of the Third Mentioned Larger Land to one M/s. Annapura Realtors by and vide a duly registered Deed of Conveyance dated 09th October 2020 [Regn. No. TNN4- 5443-2020] and as such, the balance portion of the Third Mentioned Larger Land i.e. 975 sq. mtrs. remained with the said (1) Smt. Gayatri Ramautar Bhutra, (2) Shri. Manish Nandkumar Patil, Promoter herein & (3) Smt. Bharti Nandkumar Patil and which is described **Thirdly** in the First Schedule written hereunder, hereinafter referred to as **"The Third Mentioned Land"**.

54) By and vide a duly registered Deed of Gift dated 21st October 2021 [Regn. No. TNN4-14570-2021] the said Smt. Bharti Nandkumar Patil had made the gift of her 25% undivided share and rights in the retained Third Mentioned Land in favour of the said Shri. Manish Nandkumar Patil, Promoter herein being her son.

55) In the premises as aforesaid, the said (1) Smt. Gayatri Ramautar Bhutra & (2) Shri. Manish Nandkumar Patil Promoter herein become jointly entitled to the Third Mentioned Land, having equal undivided share and rights each i.e. 50:50.

56) By and vide a duly registered Deed of Conveyance dated 15th March 2022 [Regn. No. TNN4-4696-2022] made and executed by the said Smt. Gayatri Ramautar Bhutra, as the Vendor or the First Part, the said Shri. Manish Nandkumar Patil, Promoter herein as the Confirming Party of the Second Part and the Anjani Kumar Co. Pvt. Ltd., as the Purchaser of the Third Part, the said Smt. Gayatri Ramautar Bhutra with the due consent and concurrence of the said Shri. Manish Nandkumar Patil, Promoter herein has sold, transferred, assigned and conveyed her 50% undivided share and rights in the Third Mentioned Land in favour of the Anjani Kumar Co. Pvt. Ltd., for valid consideration.

57) In the premises as aforesaid, the Promoter and the Anjani Kumar Co. Pvt. Ltd., become jointly entitled to the Third Mentioned Entire Land having equal share and rights each i.e. 50:50.

58) Originally, by diverse deeds, factors and circumstances, one Shri. Harishchandra Govind Patil, was absolutely seized and possessed of and/or otherwise well and sufficiently entitled to all that pieces and parcels of land or ground bearing **Old Survey No. 236, New Survey No. 30, Hissa No. 10,** admeasuring 630 sq. mtrs., situate at, being and lying at Revenue Village – Navghar, Taluka & District – Thane, now falling within the local limits of MBMC, which is more particularly described **Fourthly** in the First Schedule written hereunder, hereinafter referred to as **"The Fourth Mentioned Land".**

59) Shri. Dinanath Ganpat Patil and Shri. Yashwant Ganpat Patil were claiming their undivided rights, tittle, interest and share in respect of

several landed properties, including the Fourth Mentioned Land and under such premises, the said Shri. Dinanath Ganpat Patil and the said Shri. Yashwant Ganpat Patil had filed a civil suit, being Special Civil Suit No. 378 of 2003, before the Civil Judge [S.D.] Thane, against the said Shri. Harishchandra Govind Patil, seeking various reliefs, including order of declaration, partition and injunction in respect of several landed properties, including the Fourth Mentioned Land.

60) Pending the hearing and final disposal of the said suit, the said Shri. Dinanath Ganpat Patil and Shri. Yashwant Ganpat Patil had settled their claim in respect of the properties involved in the abovesaid suit including the Fourth Mentioned Land, with the said Shri. Harishchandra Govind Patil.

61) In terms of the settlement arrived at by and between the said Shri. Dinanath Ganpat Patil and Shri. Yashwant Ganpat Patil and the said Shri. Harishchandra Govind Patil, the said Shri. Harishchandra Govind Patil and his family members had given up their rights, title, interest and share in respect of the Fourth Mentioned Land, in favour of the said Shri. Dinanath Ganpat Patil and Shri. Yashwant Ganpat Patil and in lieu of the Fourth Mentioned Land, had given-up all their rights, title and interest in the respect of the other properties involved in the abovesaid suit in favour of the said Shri. Harishchandra Govind Patil.

62) Accordingly, the said Shri. Dinanath Ganpat Patil and the said Shri. Yashwant Ganpat Patil, had unconditionally withdrew the abovesaid Special Civil Suit, being Suit No. 378 of 2003, by filing an application for compromise dated 30th November 2005 before Hon. Civil Judge [S.D.] Thane.

63) The said Shri. Yashwant Ganpat Patil died intestate on or about 4th January 2006, leaving behind him, Smt. Sushila Yashwant Patil [widow], 2 nos. sons viz: - Shri. Pankaj Yashwant Patil & Shri. Pradeep Yashwant Patil and 2 nos. married daughters viz: - Smt. Neeta Bhaskar Bhoir & Miss. Reshma Yashwant Patil, as his only legal heirs and representatives, entitled to succeed his estate, including his undivided rights and share in the Fourth Mentioned Land, as per the personal law

by which he was governed at the time of his death.

64) In the premises as aforesaid, the abovesaid legal heirs of the said Shri. Yashwant Ganpat Patil become entitled to the Fourth Mentioned Land.

65) However, in the revenue records of the Fourth Mentioned Land, the name of the said Shri. Harishchandra Govind Patil continued to appear.

66) By and vide an Agreement dated 12th February 2006, made and executed by the said Shri. Dinanath Ganpat Patil along with his family members viz: - Smt. Heerabai Dinanath Patil, Smt. Hemlata Randhir Bhoir, Miss. Harshala Dinanath Patil and the surviving legal heirs of the said Shri. Yashwant Ganpat Patil viz: - Smt. Sushila Yashwant Patil, Shri. Pankaj Yashwant Patil, Shri. Pradeep Yashwant Patil, Smt. Neeta Bhaskar Bhoir & Miss. Reshma Yashwant Patil, with the due consent and concurrence of Shri. Harishchandra Govind Patil and his family members viz: - Shri. Satish Harishchandra Patil, Shri. Sandesh Harishchandra Patil, Smt. Geeta Hareshwar Pardhi & Smt. Kalpana Haribhai Bhoir, have sold, transferred and assigned and further agreed to convey the Fourth Mentioned Land in favour of one Shri. Ramesh Gunwantrai Salot & Shri. Atul Gunwantrai Salot, at and on the terms and conditions and for consideration, which are more particularly described in the said Agreement dated 12th February 2006.

67) In pursuance to the execution of the said Agreement dated 12th February 2006, the abovesaid Shri. Dinanath & 3 Others and the said Sushila & 4 Others had made and executed a General Power of Attorney in favour of the said Shri. Ramesh Gunwantrai Salot & Shri. Atul Gunwantrai Salot, inter-alia, irrevocably conferring upon various rights, powers and privileges, which are more particularly described in the said writing, including rights and powers to re- assign the First Mentioned Land in favour of any third party or parties and also execute conveyance of the Fourth Mentioned Land in favour of ultimate transferee or assignee and also admit the execution thereof before the concerned Sub-Registrar of Assurance.

68) Simultaneously on the execution of the said Agreement dated 12th February 2006, the said Shri. Dinanath & 3 Others and Sushila & 4

Others had handed over the quiet, vacant, peaceful, actual and physical possession of the Fourth Mentioned Land in favour of the said Shri. Ramesh Gunwantrai Salot & Shri. Atul Gunwantrai Salot.

69) In the premises as aforesaid, the said Shri. Ramesh Gunwantrai Salot & Shri. Atul Gunwantrai Salot, become jointly entitled to the Fourth Mentioned Land.

70) By and vide a duly registered Deed of Conveyance dated 22nd September 2009 [Regn. No. TNN7-4994-2009] the said Shri. Ramesh Gunwantrai Salot & Shri. Atul Gunwantrai Salot, for themselves and as the constituted attorneys of the said Dinanath & 3 Others, Sushila & 4 Others and Harishchandra & 4 Others, had sold, transferred, assigned and conveyed the Fourth Mentioned Land in favour of one (1) Shri. Manish Nandlal Bhutra & (2) Shri. Manish Nandkumar Patil, Promoter herein for valid consideration.

71) By and vide a Mutation Entry bearing No. 1791, the Fourth Mentioned Land came to be mutated in the names of the said (1) Shri. Manish Nandlal Bhutra & (2) Shri. Manish Nandkumar Patil, Promoter herein.

72) The said (1) Shri. Manish Nandlal Bhutra & (2) Shri. Manish Nandkumar Patil, Promoter herein have obtained a right of way for the Fourth Mentioned Larger Land from the said M/s. Gujarat Estate by and vide an Agreement For Right of Way dated 29th August 2016 [Regn. No. TNN4-4808-2016].

73) In the premises as aforesaid, the said (1) Shri. Manish Nandlal Bhutra & (2) Shri. Manish Nandkumar Patil, Promoter herein become jointly entitled to the Fourth Mentioned Land, having equal undivided share and rights each i.e. 50:50.

74) By and vide a duly registered Deed of Conveyance dated 15th March 2022 [Regn. No. TNN4-4691-2022] made and executed by the said Shri. Manish Nandlal Bhutra, as the Vendor or the First Part, the said Shri. Manish Nandkumar Patil, Promoter herein as the Confirming Party of the Second Part and the Anjani Kumar Co. Pvt. Ltd., therein, as the

Purchaser of the Third Part, the said Shri. Manish Nandlal Bhutra with the due consent and concurrence of the said Shri. Manish Nandkumar Patil, Promoter herein has sold, transferred, assigned and conveyed his 50% undivided share and rights in the Fourth Mentioned Land in favour of the Anjani Kumar Co. Pvt. Ltd., therein, for valid consideration.

75) In the premises as aforesaid, the Promoter and the said Anjani Kumar Co. Pvt. Ltd., become jointly entitled to the Fourth Mentioned Land having equal share and rights each i.e. 50:50.

76) In view of the facts and circumstances as mentioned hereinabove, the share of the Promoter and the said Anjani Kumar Co. Pvt. Ltd. become jointly entitled to the properties which are more particularly described Firstly, Secondly, Thirdly and Fourthly in the First Schedule written hereunder and all the properties are hereinafter collectively referred to as **"The said Entire Land"**.

77) In the premises as aforesaid, the Promoter and the said Anjani Kumar Co. Pvt. Ltd. in the 5 nos. pieces of lands, works out as under: -

Sr. No.	Old S. No.	New S. No.	Hissa No.	Total Area [Sq. Mtrs.]	Share of Promoter	Share of Anjani Kumar Co. Pvt. Ltd.
1.	241	34	10	230	115.00	115.00
2.	236	30	11	380	190.00	190.00
3.	237	186	3	630	315.00	315.00
4.	241	34	6	975	487.50	487.50
5.	236	30	10	630	315.00	315.00
			Total	2845	1422.50	1422.50

and all the 5 nos. of lands more particularly described Firstly, Secondly, Thirdly and Fourthly in the First Schedule written hereunder, are hereinafter collectively referred as **"The said Entire Land".**

78) The said Shri. Manish Nandlal Bhutra, has decided to bring his 50% undivided share and rights in the said Entire Land, in a Director concern known as Anjani Kumar Co. Pvt. Ltd. in which, he is Director.

79) The Promoter and the said Anjani Kumar Co. Pvt. Ltd. for deriving maximum and optimum benefits in respect of their respective shares in the said Entire Land, have mutually agreed to amalgamate their respective shares and obtain sanction of the development plan and after the development plan is being sanctioned, to share whatever the FSI entitlement and benefits in respect of the said Entire Land in equal proportions.

80) Such amalgamated development as contemplated by the Promoter and the said Anjani Kumar Co. Pvt. Ltd. would consists of 3 (three) nos. buildings, out of which, 2 (two) nos. buildings shall be residential exclusively and the third building shall be totally a commercial one. Similarly, the residential buildings shall be developed by each of them independently and separately and deal with the premises thereof with prospective purchasers directly and by executing Agreement For Sale separately and individually, collect the sale proceeds directly and appropriate the same by each of them, without being accountable to other. The third building i.e. the commercial building, shall be developed by both the Promoter and the said Anjani Kumar Co. Pvt. Ltd. jointly and deal with the premises thereof, as they may mutually decide from time to time.

B. PROCURED PERMISSIONS & SANCTIONS: -

i) Non-Agricultural permission granted by the Collector of Thane by and vide its office order bearing No. Revenue / K- 1 / T- 2 / Jaminbab / Kaavi / SR- 83 / 2018 dated 31st March 2018, in respect of land bearing Old Survey No. 241, New Survey No. 34, Hissa No. 6, Old Survey No. 236, New Survey No. 30, Hissa No. 6, and Old Survey No. 237, New Survey No. 186, Hissa No. 3.

ii) Non-Agricultural permission granted by the Collector of Thane by and vide its office order bearing No. Revenue / K- 1 / T- 2 / Jaminbab / Kaavi / SR- 13 / 2021 dated 27th January 2021, in respect of land bearing Old Survey No. 241, New Survey No. 34, Hissa No. 10, and Old Survey No. 236, New Survey No. 30, Hissa No. 10**.**

iii) Fire NOC issue by Fire Department of MBMC by and vide its office order bearing No. MBMC/FIRE/837/ 2021-22 dated 11th October 2021.

iv) Development Plan sanctioned by MBMC by and vide its office order bearing No. MB/MNP/NR/4459/2021-22 dated 25th March 2022, in respect of Larger Land, which is as per the authenticated copy of the same annexed hereto and marked as **Annexure - A,** hereinafter referred to as **"Sanctioned Plan/Layout"**;

v) In pursuance to the granting of the Sanction Plan, the MBMC by and vide its office order bearing No. MNP/NR/4459/2021- 22 dated 25th March 2022, has also issued Commencement Certificate, which is as per the authenticated copy of the same annexed hereto and marked as **Annexure - B.**

vi) All the above are hereinafter collectively referred to as **"Procured Sanctions, Permissions & Nocs"**

C. <u>SCHEME OF DEVELOPMENT: -</u>

i) The development work of the said Entire Land shall be known as **"Anjani Mahadev Complex",** hereinafter referred to as **"The Complex/ Layout";**

ii) As per the mutual understanding by and between the Promoter and the said Anjani Kumar Co. Pvt. Ltd., **Building No. 2** shall be developed by the Promoter, solely and exclusively and the same shall be known as **"Shree Nandkumar Mahadev Ashirwad",** hereinafter referred to as **"The Said Building"** or any other names the Promoter may in its sole discretion deem fit and proper and further that the Promoter shall be fully entitled to deal with the premises thereof, in favour of the prospective purchasers on what is known as "Ownership Basis" and receive sale consideration directly and appropriate the same for itself, without being accountable to the said Anjani Kumar Co. Pvt. Ltd.;

iii) Similarly, as per the mutual understanding by and between the Promoter and the said **Anjani Kumar Co. Pvt. Ltd., Building No. 1**

shall be developed by the said Anjani Kumar Co. Pvt. Ltd. solely and exclusively and the same shall be known as **"Anjani One"** and further that the said Anjani Kumar Co. Pvt. Ltd. shall be fully entitled to deal with the premises thereof, in favour of the prospective purchasers on what is known as "Ownership Basis" and receive sale consideration directly and appropriate the same for itself, without being accountable to the Promoter;

iv) The said commercial building i.e. Hall Building shall be as stated hereinabove be developed by the Promoter and the said Anjani Kumar Co. Pvt. Ltd. jointly and the same consists of a single unit, which is not intented to be disposed off immediately and as such, the Hall Building, will not be a part of the project comprising of Building Nos. 1 & 2;

v) The said Building Nos. 1 & 2 are to be constructed on a portion admeasuring 2845 sq. mtrs., out of the said Entire Land, and more particularly described in the First **Schedule** written hereunder, hereinafter referred to as **"The Said Land"**;

vi) The Said Building i.e. **"Shree Nandkumar Mahadev Ashirwad"** is in Ground + Podium + 17 nos. upper floors, consisting of 77 nos. residential units and having a sanctioned FSI of 5320.81 sq. mtrs.;

vii) There is anticipation of further FSI potential in respect of the said Entire Land, by use of Permissible TDR, Premium FSI or Incentive FSI or otherwise and all such additional FSI entitlement shall also be shared by and between the Promoter and the said Anjani Kumar Co. Pvt. Ltd. and whatever the costs, expenses and charges to be incurred including acquiring of TDR or Premium FSI or Incentive FSI shall be shared by and between the Promoter and the said Anjani Kumar Co. Pvt. Ltd. in equal proportions.

viii) After availing further FSI entitlement, the total FSI of the abovesaid 3 nos. buildings may go upto 11219.28 sq. mtrs. or thereabout.

ix) The Said Building is to be constructed on a portions of land admeasuring 2845 sq. mtrs., and more particularly described in the **SECOND Schedule** written hereunder, hereinafter referred to as **"The Project/Said Land"**.

x) The Said Building and the Said Project Land are hereinafter collectively referred to as **"The Project"**.

xi) The area marked in Brown colored ink in the copy of the Table Plan annexed hereto and marked as **Annexure – C1**, is the common areas of the Said Building and the said Anjani One.

xii) Whatever the costs, expenses and charges to be incurred for providing common amenities and facilities in the said Complex except (Hall) Building No. 3, shall be borne and paid by the Promoter and the said Anjani Kumar Co. Pvt. Ltd. in equal proportions;

xiii) Each of the them shall be liable to form and register a co-operative housing society of the purchasers of premises of their respective Building;

xiv) Similarly, it shall be the sole obligation of both the Promoters and to execute conveyance of building of each in the favour of co-operative housing society to be formed of each building;

xv) The conveyance of the Said Land along with the common amenities and facilities to be provided in the Said Land shall be executed by both the Promoters and the said Anjani Kumar Co. Pvt. Ltd. in favour of a Federation / Apex Body / Association to be formed of all the 2 nos. co. operative societies to be formed of Building No. 1, Building No. 2, and Building No.3 (Hall Building) as stated hereinabove;

xvi) Such conveyance shall only be executed only after the completion of the entire development work of Building Nos. 1 & 2 and also the Promoter and the said Anjani Kumar Co. Pvt. Ltd. having sold the entire premises of their respective Building and also having received the entire sale consideration, from all the purchasers of the premises of both Building No. 1, & Building No. 2 & Building No.3.

D. The authenticated copies of the 7/12 Extracts of the said Entire Land are annexed hereto and marked as **Annexure - D [Colly.].**

E. The copy of the Certificate of Title, issued by **Adv. Shri. P. Hari,** the advocate of the Promoter, which is as per the authenticated copy of the same annexed hereto and marked as **Annexure – E.**

F. The Promoter herein has appointed one **M/s Anish & Associates,** Architect, duly registered with the local development authority viz: - MBMC or Council of Architect.

G. Likewise, the Promoter has also appointed **M/s Protech Consultants,** as the R.C.C. Consultant of the Project and the Promoter has agreed to avail the services of the above for the Project. However, the Promoter has reserved its rights to substitute the abovesaid Architect and RCC Consultant, in its sole discretion.

H. CONFIRMATION BY THE ALLOTTEE: -

The Allottee do hereby admit, agree and further place on record that he was made aware of the following facts by the Promoter: -

a. that the Sanctioned Plan shall be revised for availing the additional FSI entitlement in respect of the said Entire Land and such additional FSI shall be shared by the Promoter and Anjani Kumar Co. Pvt. Ltd. in equal proportions;

b. that such additional FSI that becomes available in respect of the said Entire Land, shall always belong to the Promoter and Anjani Kumar Co. Pvt. Ltd. solely, exclusively and absolutely and neither the Allottee nor the other allottees of the premises of Building No. 1 & Building No. 2 of the said Layout shall be entitled to claim any rebate or concession from the Promoter, on account of such additional FSI becoming available as provided hereinabove.

I. The Allottee has demanded from the Promoter and the Promoter has given the inspection to the Allottee, all the documents relating to the title of the said Entire Land and the Project Land and also the plans, designs

and specifications as prepared by the Promoter's Architect and the RCC Consultant and all such other documents, as are specified under the provisions of the RERA and the Allottee do hereby admit, confirm and acknowledge that he has duly personally and physically verified and also closely perused the same and is also fully satisfied about the contents, particulars, validity and genuineness of the same.

J. The authenticated copies of the plans and specifications of the premises sought to be allotted to the Allottee, as sanctioned and approved by the local authority and other concerned authority/body are also already annexed hereto.

K. The Promoter has informed the Allottee that it has already obtained the approvals, sanctions and NOCs from the concerned authorities or bodies, including the plans, the specifications, elevations, sections of the Said Building to be constructed on the Project Land, as set-out hereunder and shall obtain the remaining/balance approvals from the MBMC or any other concerned authorities or bodies from time to time, eventually to obtain the Occupation Certificate of the Said Building to be constructed on the Project Land.

L. The Promoter has also informed the Allottee that while sanctioning the development plans by MBMC, it has laid down certain terms, conditions, stipulations and restrictions to be observed and performed by the Promoter, while carrying out the development work of the Said Building and only upon the due observance and performance of the same, the Occupation Certificate in respect of the Said Building shall be issued / granted by MBMC.

M. The Carpet Area means the net useable floor area, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the premises under reference for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the premises under reference for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the premises. The carpet area is calculated prior to application of any

finishes (i.e. on bare shell basis). The carpet area is subject to tolerance/variation of +/- 3 (three) per cent on account of structural design and construction variances. In case of any dispute on the measurement about the carpet area, the same shall be physically measured after removing all finishes that have been applied / fitted and the cost of such removal and refitting of such finishes shall be borne by the party, which raises the dispute about the measurement of carpet area.

N. Memorandum of Understanding (MOU) dated 20/06/2024 between Promoter and the said Anjani Kumar Co. Pvt. Ltd., that Promoter has decided to construct the Building No. 2 and shall be known as "SHREE NANDKUMAR MAHADEV ASHIRWAD" and further that the said M/s. Mayur Construction Co. through its Prop. Shri. Manish Nandkumar Patil shall be fully entitled to deal with the premises thereof, in favour of the prospective purchasers on what is known as "Ownership Basis" and receive sale consideration directly and appropriate the same for itself, without being accountable to said Anjani Kumar Co. Pvt. Ltd. and the authenticated copy of the same is annexed hereto and marked as **Annexure- F**

O. The Promoter has already registered the Project, with the Real Estate Regulatory Authority, Maharashtra, at Mumbai, under Sr. No. P51700076895 dated 03/07/2024 and the authenticated copy of the same is annexed hereto and marked as **Annexure – G.**

P. The Allottee do hereby also admit, confirm and further place on record as under: -

a. that he has verified the entire particulars and the data so uploaded and disclosed by the Promoter in the website of RERA, in respect of the Project;

b. that the Promoter has offered him/her/them, the inspection and verification of all the deeds and writings pertaining to the title of the Project Land, including the specifications, so also all and entire datas uploaded by the Promoter in the website of RERA including

Title Certificate, so issued by the Advocate of the Promoter;

c. that the Promoter has also offered the inspection of the Sanctioned Plan and also the particulars and specifications of the said Layout and all other documents as contemplated under the provisions of RERA and Maharules.

d. that he is fully and completely satisfied about the title of the Project Land.

e. that he has already sought and the Promoter has already provided him and also satisfied him fully and completely about all the material facts pertaining to the Project.

f. that he/she/them has/have opted to seek allotment of the premises in the Said Building after being fully made aware of and also being satisfied about each and every particulars and facts about the Project.

g. that he/she/them has/have already personally visited the site of the said Layout and has/have also verified and ascertained the portions of lands upon which, the Said Building is being constructed, out of the said Entire Land and also the open areas, which is delineated in RED colored ink in the authenticated copy of the Table Plan annexed hereto and marked **as Annexure –C.**

Q. After being fully satisfied about the title of the Promoter in respect of the Project Land and also verifying all the sanctions, permissions, NOCs, so already issued by the concerned authorities/bodies including the specification, the Allottee has applied to the Promoter for the allotment of a premises in the Said Building, being **Flat No**. _____, on _____Floor, admeasuring _____ sq. mtrs. (carpet) (about _____sq. ft.) as per RERA, & an enclosed balcony of _____ sq. mtrs. (carpet) (about _____ sq. ft.) as per RERA in the Said Building.

R. The Party/Parties hereto based on and relying upon the confirmations, representations of each other to faithfully abide by the terms, conditions and stipulations, as contained hereunder and all applicable laws, is/are now desirous of entering into these presents, on the terms and conditions, hereinafter appearing.

S. The Allottee has paid to the Promoter, a sum of Rs._____/- (Rupees _____ _____ only) not exceeding 10% of consideration payable on or before execution of these presents, towards token / earnest money / application fee or part payment of the consideration, in respect of the premises sought to be allotted by the Allottee from the Promoter and the payment and receipt whereof, the Promoter do hereby admit, confirm and acknowledge and the balance/ remaining consideration shall be paid as provided hereunder.

T. As per the provisions of Section 13 of the RERA, the Promoter upon the receipt of amount upto 10% of the consideration payable, as provided hereunder, is required to execute, a written Agreement For Sale, in respect of the premises agreed to be allotted to the Allottee and also register the same, is per the provisions of The Registration Act, 1908 and accordingly, the Parties hereto are entering into these presents, in the manner as appearing hereunder, which have been mutually agreed to by and between the Parties hereto:-

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

1. <u>RECITAL, INTERPRETATIONS & ABBREVATIONS: -</u>

a] <u>RECITALS</u>: -

The Parties hereto admit, confirm and further place on record that all the recitals made hereinabove including the Schedules and Annexures hereto shall form and become an integral part and

parcel of this Agreement, as if, the same are expressly and specifically incorporated in the body of these presents in the verbatim and as such, the same shall be read, interpreted and construed accordingly.

b] <u>INTERPRETATION</u>: -

In this Agreement (unless the context requires otherwise):-

(i) reference to the singular number includes reference to the plural numbers and vice versa;

(ii) reference to any gender includes reference to all other genders i.e. masculine, feminine and neutral;

(iii) reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the date of these presents) for the time being in force and all statutory instruments or orders made pursuant to such statutory provisions;

(iv) references to any Clause, Section, Annexure or Schedule shall be deemed to be a reference to such Clause, Section, Annexure or Schedule, of or to these presents.

(v) headings in this Agreement are inserted for convenience or for reference only and shall not affect the interpretation and construction of the terms of this Agreement.

(vi) reference to an 'agreement' or 'document' shall be construed as a reference to such agreement or document, as the same may have been amended, varied, supplemented or novated in writing at the relevant time in accordance with requirements of such agreement or document and if applicable to this Agreement with reference to the amendments.

(vii) the words include, "including" and "in particular" shall be construed by way of illustration only and shall not be construed as limiting the general foregoing words.

(viii) a day, a month or a year means a day, month or year as the case may be reckoned according to the Gregorian calendar.

(ix) where the day, on or by which anything is to be performed falls on a day that is not a business day and

(x) all or any agreement, notice consent approval, disclosure or communication under or pursuant to this Agreement shall be in writing.

c] <u>ABBREVATIONS</u>: -

The following abbreviations are used in this Agreement, for the sake of brevity and convenience to denote and connote the following: -

i) **MBMC / Local Development Authority:** Mira Bhayandar Municipal Corporation

ii) **DC Rules:** The Development Control Rules Applicable to MBMC or the Unified DC Rules.

iii) **F.S.I.** : Floor Space Index

iv) **TDR:** Transfer of Development Rights

v) **Premium/Incentive FSI:** Additional FSI granted by MBMC on payment of premium.

vi) **Architect:** Architect registered under the Council of Indian Architect Act i.e. M/s Anish & Associates

vii) **R.C.C. Consultant:** R.C.C. Consultant appointed for the Project by the Promoters i.e. M/s. Protech Consultants

viii) **Common Body:** Co-operative Housing Society to be registered under The Maharashtra Co-operative Societies Act 1960 & Rules 1961.

ix) **Apex Body / Federation / Association:** The common body to be registered of the common bodies of the purchasers of premises of Building No. 1, Building No. 2 & Building No. 3 (Said Building).

x) **Layout / Complex:** A multi-building housing complex comprising of building 1,2 & 3.

xi) **RERA:** The Real Estate [Development & Regulatory] Authority 2016.

xii) **Maharules:** The rules made under The Maharashtra RERA Rules 2017.

2. DEVELOPMENT: -

The Promoter has already commenced the development and construction work of Building No. 2 i.e. Said Building, forming part of the said Layout known as Shree Nandkumar Mahadev Ashirwad in Anjani Mahadev Complex, which is presently in Ground / Podium + 17 nos. upper floors, which after availing additional F.S.I., including by use of T.D.R. may go upto 22 nos. upper floors or beyond, depending upon the quantum of additional FSI entitlement.

Provided that the Promoter shall have to obtain prior written consent from the Allottee, in case, any variations or modifications, which may adversely affect the premises sought to be allotted to the Allottee except any alterations or additions are required to be carried out by any local authority or Government authorities or on account of any change in the law or availability or entitlement of any additional or further F.S.I. on the Project Land or the said Entire Land, as the case may be.

3. ALLOTMENT OF THE PREMISES AND CONSIDERATION: -

a] ALLOTMENT: -

(i) The Allottee hereby agrees to seek allotment from the Promoter and the Promoter do hereby agree to allot in favour of Allottee, a premises in the Said Building i.e. Shree Nandkumar Mahadev Ashirwad (i.e. Building No. 2, being **Flat No. _____,** on _____ Floor, admeasuring _____ sq. mtrs. (carpet) as per RERA, having a separate enclosed balcony admeasuring _____ sq. mtrs., (carpet), to be constructed on the Project Land, forming part

of the said Complex, more particularly described in the **Third Schedule** written hereunder, hereinafter referred to as **"The Said Flat/ Premises / Apartment"**, as shown in authenticated copy of the Floor Plan thereof, annexed hereto and marked as **Annexure – H,** more particularly described in the Third Schedule written hereunder.

(ii) the Allottee also seeks allotment from the Promoter, (_____) Four wheeler parking, which may be either by way of stilt or stack or mechanical parking (**"Parking"**) and final allotment of the same shall be intimated by the Promoter to the Allottee upon obtaining Occupation Certificate of the Said Building.

b] <u>CONSIDERATION: -</u>

(i) In consideration of the allotment of the Said Flat as aforesaid, the Allottee shall pay to the Promoter, a sum of Rs. _____ /- (Rupees _____ _____Only) being the proportionate price of the common areas and facilities appurtenant to the Said Premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **Fourth Schedule** written hereunder.

(ii) In consideration of the allotment of the Parking, the Allottee shall also pay to the Promoter an additional amount of Rs. _____/- (Rupees _____ _____Only)

(iii) Accordingly, the aggregate consideration amount payable by the Allottee for the Said Premises, including the Parking to be allotted, as stated hereinabove, works out to Rs. _____/- (Rupees _____ _____Only).

c] <u>PAYMENT PLAN: -</u>

The Allottee shall pay the abovesaid amount to the Promoter as set- out in the Payment Plan annexed hereto and marked as described in **Annexure - I.**

4. The abovesaid payment shall be subject to the provisions of the Tax Deducted At Source, as per the prevailing Income Tax Act 1961 and the Rules made thereunder.

Provided further, the entire onus and responsibility of complying with all the requirements in this regard, shall be of the Allottee, including depositing such TDS amount and also issuing of certificate for Tax Deducted At Source, as contemplated under the provisions of Income Tax Act 1961 and Rules made thereunder.

5. The abovesaid total amount of consideration, is exclusive of all taxes (consisting of the tax paid/payable by the Promoter by way of GST or any other similar taxes, levies or cess, which may be levied, in connection with the construction of and carrying out the development work of the Project, payable by the Promoter till the date of handing over/offering of the possession of the Said Premises and Parking, by the Promoter to the Allotee and the same shall be borne and paid by the Allottee, as and when, the same become due and payable, from time to time.

6. The abovesaid amount of total consideration is also free from all escalations / increases, due to any 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 any such increase in the development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose a copy of such notification / order /rule / regulation / documentary evidence published / issued in that behalf to such effect, along with the demand letter being issued to the Allottee, and the same shall be only applicable on subsequent payments/installments.

7. The Promoter may in its sole discretion allow rebate for early payments of installments, as payable by the Allottee, as provided hereinabove, by discounting such early payments at the rate of 9% per annum, for the

period, by which the respective installment has been pre-poned.

Provided further, the provision of allowing the rebate and the rate of rebate shall not be subject to any revision/withdrawal, once the same is granted to the Allottee by the Promoter.

8. The Promoter shall confirm the final carpet area of the Said Premises, which is agreed to be allotted to the Allottee by these presents, after the construction of the Said Building is complete and the Occupation Certificate is granted/issued by the competent authority, by furnishing details of the changes, if any, in the carpet area of the Said Premises, subject to a variation cap of 3 (three) percent. Thereupon, the total price payable for the carpet area of the Said Premises shall be re-calculated upon the confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit of 3% then, the Promoter shall refund whatever the excess money so paid by Allottee within 45 (forty-five) days along with annual interest at the rate specified in the Rule No. 18 of RERA, from the date on which, such excess amount was paid by the Allottee to the Promoter. In case, should there be any increase in the carpet area of the Said Premises agreed to be allotted to the Allottee, by these presents and in such event, the Promoter shall demand such additional amount of consideration payable from the Allottee, as per the next milestone as per Payment Plan annexed hereto and marked as Annexure - H. All such monetary adjustments shall be made at the same rate per square meter, as provided in Clause No. 03(b), hereinabove.

Notwithstanding anything as provided hereinabove, in case of any dispute as far as the measurement of the carpet area of the Said Premises, the same shall be physically measured after removing all finishes that have been applied / fitted and the cost of such removal and refitting/re-fixing/applying of such finishes shall be borne by the Party, which raises the dispute about the measurement of carpet area.

9. The Allottee do hereby authorize the Promoter to adjust/ appropriate all the payments made by him under any head(s) of dues against lawful outstanding, if any, in his name, as the Promoter may, in its sole

discretion deem fit and proper and the Allottee undertakes not to object or dispute or demand or direct the Promoter to adjust his payments in any manner.

10. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts to be provided by the Promoters in the Said Building and the Said Premises are set out in the **Annexure – J** annexed hereto.

11. The Promoters hereby agree 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 plans or thereafter and shall, before offering possession of the Said Premises and Parking to the Allottee, obtain from the concerned local authority Occupation Certificates in respect of the Said Building.

12. It is clearly agreed, understood and acknowledged by the Promoter and the Allottee that time being the **"Essence of the Contract".** The Promoter shall abide by the time schedule for completing the Project and offering the possession of the Said Premises and the Parking to the Allottee and the common areas to the common body of the allottees of all the premises of the Said Building, after obtaining the Occupation Certificate. Similarly, the Allottee also shall make timely payments of the installments and other amounts and dues payable by him to the Promoter and also for meeting the other obligations under these presents, subject to the simultaneous completion of construction by the Promoter as provided in Payment Plan.

13. The Promoters hereby declare that the Floor Space Index sanctioned as on date in respect of the said Entire Land is 11219.28 sq. mtrs., and in respect of the Project Land is 5320.81 sq. mtrs. There is anticipation of further F.S.I. in the said Entire Land by availing of T.D.R. or any permissible F.S.I. available on payment of premiums or FSI available as incentive FSI by implementing various schemes as mentioned in the UDCPR or based on expectation of increased FSI which may be available in future on modification to UDCPR, which are applicable to the said

project. The Promoter has disclosed the Floor Space Index of 7500 sq.mtr as proposed to be utilized by it on the Project Land and 15000 sq.mtr on the said Entire Land and also in the Project and the Allottee has agreed to acquire the Said Premises and Parking, based on the proposed construction to be carried out by the Promoter and the sale of premises thereof by the Promoter, by utilizing such proposed F.S.I. and on the clear-cut understanding being that the declared proposed F.S.I. shall always belong to Promoter alone.

14. In case, the Promoter is not able to abide by the time schedule for completing the Project and handing over the possession of the Said Premises to the Allottee, and in such event, the Promoter agrees to pay to the Allottee, in case, he does not intend to withdraw from the Project, an interest as specified in the Rule No. 18 of RERA, on all the amounts paid by the Allottee, for every month of delay, till such time of offering of the possession of the Said Premises to the Allottee.

15. The Allottee agrees to pay to the Promoter, interest as specified in the Rule No. 18 of the RERA, on all the delayed payment/s which become due and payable by the Allottee to the Promoter under the terms of these presents from the dates on which, such amounts become due and payable by the Allottee to the Promoter, which is as per the Payment Plan as annexed hereto.

16. Without prejudice to the right of Promoter to charge interest in terms of Clause No. 15 hereinabove, the Allottee upon committing any default in the payment of the installment and other dues, on the respective due dates of any amount due and payable by the Allottee to the Promoter under these presents, (including his proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing 3 (three) nos. defaults of payment of installments, the Promoter shall at its own option, may cancel or terminate or rescind these presents.

Provided that the Promoter shall give notice of 15 (fifteen) days in writing **["Notice/Curing Period"]** to the Allottee, by Registered Post AD /

Courier at the address provided by the Allottee hereunder and/or for mail at the e-mail address provided by the Allottee, of its intention to terminate or cancel or rescind these presents, on account of the specific breach or breaches of the terms and conditions of these presents by the Allottee, due to which, it is intended to terminate or cancel or rescind these presents. In case, the Allottee fails to rectify / remedy the breach or breaches as notified by the Promoter, within the period of notice and in such event, upon the expiry of Curing Period, the Promoter shall be entitled to terminate, cancel or rescind these presents.

Provided further, that upon the termination or cancellation or rescission of these presents, as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages of 10% of the total amount consideration) within a period of 30 (thirty) days, from the date on which the Allottee and the Promoter entered into duly registered Deed of Cancellation, whatever the amounts paid by the Allottee to the Promoters under these presents.

17. It is clarified that for whatever reasons or under any circumstances, the Promoter shall not be liable to refund any of the amounts collected by the Promoter of GST or any other levies or cess and deposited by the Promoter to the concerned authority, unless and until, the refund of the same is received by the Promoter from the concerned authority and the such refund shall be without any interest.

18. The Promoter agrees to offer the possession of the Said Premises and Parking to the Allottee, on or before December 2029. In case, the Promoter is unable to offer the possession of the Said Premises and Parking to the Allottee on account of reasons beyond its control and of its agents i.e. **Force Majeure** which are described and set-out hereunder separately, by the aforesaid date and in such event, the Promoter shall be liable on demand by the Allottee to refund the amount/s already received by it, in respect of the Said Premises and Parking, along with interest at the same rate as provided in the Rule No.18 of the RERA, from the date/s the Promoter received such amount/s, till the actual date of refund.

Provided that the Promoter shall be entitled to reasonable extension of time for offering over the possession of the Said Premises and Parking on the aforesaid date, if the completion of Said Building is delayed on account of:-

(a) war, civil commotion or acts of God;

(b) any notice, order, rule, notification of the Government and / or other public or competent authority / court.

19. <u>PROCEDURE FOR & OFFERING/TAKING POSSESSION: -</u>

a) The Promoter, upon obtaining the Part Occupation Certificate / Occupation Certificate of the Said Building from MBMC and upon the payment of the entire amounts to be paid by the Allottee as per this Agreement, shall offer in writing the possession of the Said Premises and Parking, to the Allottee, in terms of this Agreement to be taken within 15 (fifteen) days **["Possession Notice"]** from the date of issue of such notice and the Promoter shall handover the possession of the Said Premises and Parking to the Allottee. The Promoter agrees and undertakes to indemnify and keep indemnified the Allottee, in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agrees to pay the maintenance charges as determined by the Promoter or the common body of allottees, as the case may be from the date of offering the possession of the Said Premises and Parking by the Promoter. The Promoter on its behalf shall offer the possession to the Allottee, in writing within 7 (seven) days of receiving the Part Occupation Certificate / Occupation Certificate of the Said Building**.**

b) The Allottee agrees and undertakes to take the possession of the Said Premises and Parking within 15 (fifteen) days of the written notice from the Promoter to the Allottee intimating that the Said Premises and Parking are ready for use and occupation.

20. CONSEQUENCES OF DEFAULT ON THE PART OF THE ALLOTTEE TO TAKE POSSESSION OF THE SAID PREMISES: -

i) Upon receiving the Possession Notice from the Promoter as per Clause No. 19(a) hereinabove, the Allottee shall take the possession of the Said Premises and Parking from the Promoter, by executing necessary indemnities, undertakings and such other documents as prescribed in this Agreement or demanded by the Promoter and the Promoter shall handover the possession of the Said Premises and Parking to the Allottee. In case, the Allottee fails to take possession within the time provided in Clause No. 19(b) and in such event, the Allottee shall continue to be liable to pay maintenance charges, as applicable, without any excuse or protest or demur of whatsoever nature.

ii) Upon the cancellation or termination of these presents as provided hereinabove, the Promoter shall refund whatever the amounts that are paid by the Allottee within a period of 45 (forty- five) days from the date of cancellation or termination of these presents and also upon the Allottee executing and registering the Deed of Cancellation, after deducting therefrom an amount equivalent to 10% of the total consideration as provided hereunder, by way of pre-determined liquated damages;

iii) In the event of cancellation or termination of these presents, as stated hereinabove, the Allottee shall not have any right, interest, benefits or claim of whatsoever nature against the Said Premises and Parking or against the Promoter, save and except the right to receive the refund of the amount, as provided hereinabove;

iv) Consequent to the cancellation or termination or rescission of these presents, the Promoter shall be entitled to deal with the Said Premises and Parking, in favour of any third party or parties, without any reference to the Allottee.

21. DEFECT LIABILITY: -

In case, within a period of 5 (five) years from the date of obtaining of Occupation Certificate of the Said Premises and Parking to the Allottee and the Allottee brings to the notice of the Promoter, any structural defect in the Said Premises or the Said Building or any defects on account of workmanship, quality or provision of service other than any such defect/s occur, on account of factors attributable to the Allottee or to any of the other allottees or users of the premises of the Said Building and in such event, wherever possible, such defect/s shall be rectified by the Promoter at its own cost. In case, it is not possible for the Promoter to rectify such defect/s and in such event, the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA. Provided further under no circumstances such defect liability shall not be applicable in respect of any fixtures or fittings so provided in the Said Premises and further that in case of any defect in fixtures and fittings shall be limited to the extent of the guarantee, as given by the manufacturer of the same.

22. The Allottee shall use the Said Premises for residential purpose alone. Likewise, the Allottee shall use Parking as allotted to him for parking vehicles of himself or his family members, as defined under RERA. Subject to further, the Allottee shall not be entitled to assign the Parking allotted to him, other than the owners of the premises of the Said Building and not otherwise.

23. The Allottee along with all other allottees of the premises in the Said Building shall join in forming and registering the common body of allottees to be known by such name as the Promoter may decide and for this purpose, also from time to time sign, execute and deliver, the application for registration and/or membership and any other papers and documents necessary for the formation and registration of such common body of allottees and also for becoming a member/s thereof, including the Bye-laws of the proposed common body of allottees and duly filled in, signed and returned the same to the Promoter within 7 (seven) days of the same being forwarded by the Promoter to the Allottee,

so as to enable the Promoter to register such common body of allottees to be formed as provided hereunder. No objection shall be raised by the Allottee, if any, changes or modifications are made in the draft Bye-laws or any other Competent Authority.

Provided further, the Allottee along with other allottees of the premises of the Said Building through the common body of allottees to be formed as provided hereunder, shall also from time to time sign, execute and deliver, the application for registration and/or membership and any other papers and documents necessary for the formation and registration of Apex Body or Federation or Association of all the common bodies of the allottees of both Building No. 1 and Building No. 2, to be constructed in the Said Layout, shall also sign and deliver to the Promoter within 7 (seven) days of the same being forwarded by the Promoter, so as to enable the Promoter and the said Shri. Manish Nandkumar Patil to register such Apex Body / Federation / Association. No objection shall be raised by the Allottee, if any, changes or modifications are made in the draft Bye-laws, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.

24. The Promoters shall, within 3 (Three) months from the date of issue of Occupancy Certificate, cause to be transferred all the rights, interests and benefits of the Promoter in the Said Building. Subject to however, such conveyance shall be executed by the Promoter, only upon the Promoter receiving the entire amounts of consideration and other amounts from all the allottees of the premises of the Said Building. Subject to further, such conveyance shall be prepared by the attorneys of the Promoter alone.

25. Likewise, the Promoter and the said Anjani Kumar Co. Pvt. Ltd., shall execute the conveyance of the said Entire Land in favour of the Apex Body or Federation or Association to be formed of common bodies of the First Mentioned Society, Second Mentioned Society and also of the Said Building of the Layout in the manner as provided hereunder within 3 (Three) months' from the date of obtaining of Occupation Certificate of last building to be constructed in the Said Complex. Such conveyance to

be executed of the said Entire Land shall also be prepared by the attorneys of the Promoter and all and entire professional fees that becomes payable including stamp duty, registration fees and out of pocket expenses in connection with same shall be borne and paid by all the members of the First Mentioned Society, Second Mentioned Society and also common body to be formed of the allottees of the premise of the Said Building to the total exclusion of the Promoter.

26. Within 15 (fifteen) days after notice in writing i.e. Possession Notice is given by the Promoter to the Allottee that the Said Premises and Parking are ready for use and occupation, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Said Premises) of outgoings in respect of the Said 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, security personnels, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project Land and the Said Building thereon. Until the common body of allottees is formed and the Said Building is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings along with applicable taxes, if any, 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 towards the outgoings, which may be decided by the Promoter, at the time of offering of the possession of the Said Premises, along with the applicable taxes if any. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until the conveyance of Said Building is executed in favour of the common body of allottees to be formed as aforesaid. On such conveyance being executed for the Said Building, the aforesaid deposits (less deduction provided for in this Agreement) shall be paid by the Promoter to the common body of allottees, as the case may be, without any interest.

27. The Allottee shall on or before offering of possession of the Said Premises keep deposited with the Promoter, the following amounts:-

(i) Rs. _____ /- (Rupees _____ _____Only) by way of provisional / ad-hoc payment towards share money and admission fees of the common body of the allottees to be formed in the manner as provided hereunder;

(ii) Rs. _____ /- (Rupees _____ _____Only) by way of provisional / ad-hoc payment towards share money and admission fees of the Federation / Apex Body / Association to be formed in the manner as provided hereunder;

(iii) Rs. _____ /- (Rupees _____ _____Only) by way of provisional / ad-hoc payment towards professional and legal fees to be incurred for the formation of the common body of the allottees of the premises of the Said Building;

(iv) Rs. _____ /- (Rupees _____ _____Only) by way of provisional / ad-hoc payment towards professional and legal fees to be incurred for the formation of the Federation / Apex Body / Association to be formed, as provided hereunder;

(v) Rs. _____ /- (Rupees _____ _____Only) towards provisional / ad-hoc deposits for water, electricity and gas connection to be provided;

28. Besides the above, the Allottee shall also keep deposited with the Promoter at the time of handing over of the Said Premises, an amount equivalent to 12 (Twelve) months maintenance charges in respect of the Said Premises and common facilities which may be decided by the Promoter.

29. It is agreed, admitted and acknowledged by the Allottee that in case, the Promoter provides any additional amenities, other than the amenities, as specified hereunder, which shall be at its sole discretion and in such event, the Allottee shall pay to the Promoter, such amounts as may be decided by the Promoter for the maintenance and upkeep of such additional amenities.

30. The Allottee do hereby admit, confirm and further place on record that the Promoter has made aware of him about the fact that the common amenities and facilities to be provided by the Promoter in the Said Building, more particularly described in Section B of **THIRD Schedule** written hereunder shall be provided, by the Promoter, without any time limit or restriction and the same may not be ready at the time of offering possession of the Said Premises to the Allottee.

31. (i) On or before registration of conveyance of the Said Building, the Allottee shall pay to the Promoter, the Allottee's share of stamp duty and registration charges payable, by the common body of allottees or any document or instrument of transfer in respect of the Said Building.

(ii) Likewise, on or before execution and registration of conveyance of the said Entire Land, the Allottee shall contribute and pay to the Promoter, his proportionate share through the common body of allottees to the Federation or Apex Body or Association to be formed of all the common bodies of allottees of First Mentioned Society, Second Mentioned Society and Said Building towards the common facilities and amenities already provided in the Said Complex to be provided in the Said Layout as provided hereinabove, the stamp duty, registration fees and out of pocket expenses that become payable.

32. <u>REPRESENTATIONS AND WARRANTIES OF THE PROMOTER: -</u>

The Promoter do hereby represent and warrant to the Allottee as follows:-

i) that it has disclosed in the Title Report annexed to these presents, it has requisite rights to carry out development upon the Project Land and the Said Building and also have actual, physical and legal possession of the Project Land for the implementation of the Project;

ii) that it 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) that there are no encumbrances on the Said Land or the Project Land or the Said Building;

iv) that there is no suit or proceedings so pending before any Court of law or any other authority in respect of the said Entire Land or the Project Land or the Project;

v) that all approvals, sanctions, permissions issued by the competent authorities in respect to the said Layout, Project, Project Land and the Said Building are valid and subsisting and were obtained by following due process of law. Further, all approvals, sanctions, permissions, licenses and permits to be issued by the competent authorities in respect of the Project, the Project Land and the Said Building shall be obtained by following due process of law and the Promoter has and shall, at all times, remain to be in compliance with all applicable laws pertaining to the Project, the Project Land, the Said Building and the common areas;

vi) that it has every right to enter into this Agreement and further have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee agreed to be created by these presents may prejudicially be affected;

vii) that it 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 Premises and Parking, which will, in any manner, affect the

rights of the Allottee under this Agreement;

viii) that it confirms that it is not restricted in any manner whatsoever from allotting the Said Premises and Parking to the Allottee in the manner, as contemplated in this Agreement;

ix) that at the time of execution of the conveyance of the Said Building in favour of the common body of the allottees, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Said Building to the association of the allottees, which are set-out in Section B of Fourth Schedule written hereunder. The remaining common areas set-out in section A of FOURTH Schedule shall be handed over by the Promoter and the said Anjani Kumar Co. Pvt. Ltd., within 24 (Twenty Four) months from the date of obtaining of Occupation Certificate of both Building No. 1 and Building No. 2 to be constructed on the said Layout and also the Promoter and the said Anjani Kumar Co. Pvt. Ltd. have sold the entire premises of the respective buildings and also after receiving the entire sale consideration from all the allottees of Building No. 1 and Building No. 2 of the said Layout and such conveyance shall be executed in favour of Federation / Apex Body / Association as the case may be and the same shall be as per the modalities of execution of conveyance of the Said Land and all other common facilities and amenities as set-out hereinabove.

x) that it 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 of the Project to the concerned / competent authorities;

xi) that 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 Land) has been received or served upon them respect of the Project Land and/or the Project.

33. The Allottee for himself with an intention to bring all persons into whosoever hands the Said Premises may come, hereby covenants with the Promoter as under: -

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

ii. Not to store in the Said Premises and Parking any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Said Building 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 Said Building, including entrances of the Said Building and in case any damage is caused to the Said Building or the Said Premises and Parking on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of any such breach;

iii. To carry out at his own cost all internal repairs to the Said Premises and Parking and maintain the Said Premises and Parking 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 Said Building or the Said Premises and Parking 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 alone 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 Said Premises and Parking 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 Said Premises and Parking or any part thereof, nor any alteration in the elevation and outside colour scheme of the Said Building and shall keep the portion, sewers, drains and pipes in the Said Premises and Parking and the appurtenances thereto in good tenantable repair, state and condition, and in particular, so as to support shelter and protect the other parts of the Said Building 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 Said Premises and Parking without the prior written permission of the Promoter and/or the common body of the allottees;

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 Said Building 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 Premises and Parking in the compound or any portion of the Project Land and the Said Building or in the Said Land or the said Layout;

vii. To pay to the Promoter within 15 (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 connections to the Said Building;

viii. To bear and pay any increase in the 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 Said Premises by the Allottee for any purposes other than for purpose for which is being sought to be allotted;

ix. Not to let, sub-let, transfer, assign or part with interest or benefit factor under this Agreement or part with the possession of the Said Premises and Parking until all the dues payable by the Allottee to the Promoter under this Agreement are fully and completely paid up;

x. To observe and perform all the rules and regulations which the common body of allottees may adopt since its inception and any additions, alterations or amendments thereof that may be made from time to time for the protection and maintenance of the Said Building and the premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the common body of the allottees regarding the occupation and use of the Said Premises and Parking in the Said Building and also for maintenance and upkeep of the Layout, consisting of the Said Building 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 the conveyance of the structure of the building in which the premises is situated is executed in favour of society to be formed as provided hereinabove, the Promoter and the Promoter and its respective 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.

xii. Likewise, till the conveyance of the said Entire Land is executed in favour of the Federation or Apex Body or Association to be formed as provided hereinabove, the Promoter, its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into the Said Premises, Parking and also the Said Building and upon the Project Land or any part thereof to view and examine the state and condition thereof.

xiii. The Allottee shall also bear and pay his share of outgoings in respect of the common amenities to be provided in the Said Building, as when demanded by the Promoter;

xiv. The Allottee shall also bear and pay his share in respect of the outgoings of the Common Amenities & Facilities already provided in the Said Complex, as and when demanded without any excuse, cause or demur;

xv. To strictly follow the fire safety instructions;

xvi. Not to tamper with or damage or spoil the fire-fighting systems and equipment so installed in the Said Flat and the Said Building, in any manner whatsoever;

xvii. To strictly follow and adhere to the use of the spaces provided for building service connections such as air-conditioner outdoor units etc.

34. DECLARATION AND ASSURANCE BY THE ALLOTTEE: -

i) The Allottee doth hereby represent and further assure the Promoter that whatever the amounts he has paid to the Promoter, in respect of the Said Premises and all other payments that he may be making hereinafter, is from his legal and lawful source of earnings alone and further admits, confirms and acknowledges that the Promoter herein has agreed to accept the booking of the Said Premises and Parking, entirely relying upon and completely based on the assurances and representations made by me, hereinabove;

ii) The Allottee hereby confirms that the Promoter has given to the Allottee concession in the consideration provided under these presents, which is less than the rate presently prevailing in the same vicinity in respect of the other buildings similarly situate at, considering that the Allottee has agreed to the unconditional and irrevocable right and authority of the Promoter in respect of various open space, use of terrace, parking space etc. and further agreed to pay such amounts, deposits, taxes to the government. development charges, betterment

charges, GST etc. as, set-out hereunder under these presents and shall not obstruct, interfere, challenge, or dispute such rights of the Promoter and shall further shall extend full and whole-hearted co-operation, as may be required by the Promoter and that he has undertaken to make such payments not limited to deposits, taxes etc. as mentioned under these presents.

iii) The Promoter shall have the first charge and paramount lien over the Said Premises and Parking in respect of all the dues and amounts that are payable by the Allottee to the Promoters under these presents;

iv) Similarly, the Allottee do hereby admit, confirm and acknowledge that the Promoter shall be fixing or displaying its **"logo" or "monogram"** on any prominent portion or place of the Said Building, as the Promoter may in its sole discretion deem fit and proper and such logo shall not be destroyed or removed or defaced or tempered or altered or mutilated by the Allottee or other allottees of the premises of the Said Building, or the common body to be formed of the allottee of the premises of the Said Building, for whatever reasons or under any circumstances. Provided further, the Promoter shall be entitled to obtain separate electric meter for maintaining such logo or monogram incase the same is illuminated one and in case the separate meter is installed for such purposes, the Promoter shall bear and pay whatever the electricity charges in connection with the same;

v) The Allottee do hereby further agree, admit, confirm and acknowledge that as per the agreed terms of the allotment of the Said Premises and Parking, by the Promoter to the Allottee, as contemplated by these presents, notwithstanding execution of conveyance of the Said Building to be executed in the manner as provided hereunder, save and except the municipal tax, no other amounts is payable, not limited to including maintenance charges in respect of the unsold premises of the Said Building and parking, till such time, the same are finally allotted and occupied, by the prospective allottees. The Allottee do hereby further agree, admit and acknowledge that stipulations as contemplated under this para shall be binding upon all other allottees of the premises of the

Said Building and also the common body of allottees to be formed of all the premises of the Said Building, at all times;

35. 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 formation of the Common Body of the allottees or Federation or Apex Body or Federation, towards the out-goings, legal charges and shall utilize such amounts only for the purposes for which they have been received.

36. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the Said Premises, Parking, the Said Building and the Project Land. The Allottee shall have no claim, save and except, in respect of the Said Premises and Parking hereby agreed to be allotted to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, shall remain the property of the Promoter until the Said Building is transferred / conveyed to the Common Body of the allottees to be formed as provided hereunder and also the common areas and common facilities of the said Layout are conveyed in favour of Federation or Apex Body or Association, in the manner as provided hereinabove.

37. <u>NO MORTGAGE OR CHARGE BY THE PROMOTER: -</u>

After the Promoter executes this Agreement, it shall not mortgage or create a charge on the Said Premises and Parking 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 in respect of the Said Premises and Parking, as agreed to be purchased by these presents. However, it is explicitly made clear by the Promoter to the Allottee that notwithstanding anything contained under these presents, the Promoter shall always be entitled to raise finance against the security of their rights, interest, benefits, in the Project from any financial institutions, as the Promoter, may in its sole discretion deem fit and proper.

38. AVAILING OF FINANCIAL ASSISTANCE BY THE ALLOTTEE: -

The Allottee shall be entitled to avail financial assistance from any institutions against the Said Premises and Parking and the same shall be subject to the following terms and conditions and also in the following manner: -

i) that the Allottee shall make a request in writing to the Promoter seeking permission or NOC for availing such financial assistance against Said Premises and Parking;

ii) that upon the receipt of such request from the Allottee, the Promoter shall issue necessary NOC to the Allottee for availing such financial assistance and the same shall be subject to the payment of the amount of consideration and also all other amounts and dues payable by the Allottee to the Promoter as provided hereunder;

iii) that it is expressly agreed and specifically understood and acknowledged by the Allottee that the entire liability and responsibility to repay such financial assistance, including the monthly EMI payable and further that for whatever reasons or under any circumstances, the Promoter shall not be held liable or responsible for the same;

iv) that whatever the financial assistance so obtained shall be paid directly to the Promoter and the Promoter shall be entitled to appropriate the same against the dues and amounts payable by the Allottee to the Promoter as provided hereunder and the Allottee shall not be entitled to dispute or raise objection against such appropriation to be made by the Promoter.

39. LOAN & MORTGAGE: -

(i) The Allottee shall be entitled to avail loan from any bank / financial institution and to mortgage the Said Premises and the Parking by way of security for repayment of the such loan to such bank / financial institution, with the prior written consent of the Promoter. The Promoter shall be entitled to refuse permission to the Allottee for availing

any such loan and for creation of any such mortgage/charge, in the event the Allottee has defaulted in making payment of the sale consideration and/or other amounts payable by the Allottee under this Agreement.

(ii) All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the such loan, mortgage of the Said Premises and Parking, servicing and repayment of the such loan, and any default with respect to the such loan and/or the mortgage of the Said Premises and Parking, shall be solely and exclusively borne and incurred by the Allottee alone. The Promoter shall not incur any liability or obligation (monetary or otherwise) as regards to such loan or mortgage, for whatever reasons or under any circumstances.

(iii) The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoter in any manner, and shall be subject to and shall ratify the right and entitlement of the Promoter to receive the balance sale consideration and balance other amounts payable by the Allottee under this Agreement.

(iv) In the event of any enforcement of security/mortgage by any bank/financial institution, the same shall be subject to the rights of the Promoter to recover the entire sale consideration along with the other charges and taxes with respect to the Said Premises and Parking.

40. <u>BINDING EFFECT: -</u>

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 of the Agreement by the Allottee and **secondly**, appears for registration of the same before the concerned Sub-Registrar of Assurance, as and when intimated by the Promoter. If the Allottee 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 appears before the Sub-Registrar of Assurance for its

registration, as and when intimated by the Promoter, then, the Promoter shall serve a notice to the Allottee for rectifying / remedying such default/s, which, if not rectified / remedied within 15 (fifteen) days from the date of its receipt of such notice by the Allottee, application of the Allottee may 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.

41. ENTIRE AGREEMENT: -

This agreement, along with its Schedules and Annexures, constitutes the entire agreement between the Parties in respect of the subject matter as contained hereof and supersedes any and all understandings, any other agreements, allotment letter, booking forms, correspondences, arrangements whether written or oral, if any, between the Parties in respect of the Said Premises and Parking.

42. AMENDMENT: -

The terms of this Agreement can only be amended with the written consent of the Parties and the same shall be in writing.

43. TERMS/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 terms/provisions as contained herein and the obligations arising hereunder, in respect of the Project shall equally be applicable to and enforceable against any subsequent transferee/s of the Said Premises and Parking, in case of a transfer, as the said obligations go along with the Said Premises and Parking for all intents and purposes.

44. NON-WAIVER:-

No delay, forbearance, indulgence, relaxation or inaction or any single and/or partial exercise of any right by the Parties hereto at any time to require performance of any of the provisions of this Agreement shall in

any way affect, diminish or prejudice the right of the Party to require performance of that or any other provision, and any waiver or acquiescence by the Party of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence of any right under or arising out this Agreement, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in this Agreement. Notwithstanding anything contained in this Agreement the rights and remedies available to the Parties as set out in this Agreement are: (a) cumulative; (b) in addition to one another; (c) without prejudice to one another; and (d) in addition to and without prejudice to the right and remedies available to the Parties in law and in equity.

45. NOMINEE: -

(i) The Allottee hereby nominates _____ _____ **("Nominee")** as his nominee in respect of the Said Premises and the Parking. On the death of the Allottee, the Nominee shall assume all the obligations of the Allottee under this Agreement and in respect of the Said Premises and Parking, and shall be liable and responsible to perform the same, so far as permissible in law. The Allottee shall at any time hereafter be entitled to substitute the name of such Nominee. The Promoter shall only recognize the Nominee or the nominee substituted by the Allottee (if such substitution has been intimated to the Promoter in writing) and deal with him in all matters pertaining to the Said Premises and the Parking, till the time the necessary order of the court of law is obtained by any legal heirs and/or representatives of the Allottee.

(ii) The heirs and legal representatives of the Allottee shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc. of and/or by the Nominee.

46. SEVERABILITY: -

If any terms/provisions of this Agreement is declared to be void or unenforceable under the RERA or Maharules and Regulations made

thereunder or under other applicable laws, such terms/provisions of the Agreement shall be deemed to be amended or deleted, in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to confirm to the RERA or the MahaRules and Regulations made thereunder or the applicable laws, as the case may be, and the remaining terms/provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

47. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT: -

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other allottees of the premises of the Said Building and the same shall be based on pro-rata basis of the carpet area of the Said Premises to the total carpet area of all the premises in the said project in relation to the total common areas of the Said Building and Parking. Similarly, in case, the Allottee is required to contribute any amount towards the common facilities and amenities to be provided in the said Layout and the same shall also be on the pro-rata basis i.e. the area of the Said Premises in proportion to the total carpet areas of all the premises of the buildings to be constructed on the said Layout.

48. FURTHER ASSURANCES: -

The 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.

49. COMPLIANCE OF LAWS RELATING TO REMITTANCE: -

(i) The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in The Foreign

Exchange Management Act 1999, Reserve Bank of India Act and the rules and regulations made thereunder or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India, etc. and provide the Promoter, with such permissions, approvals, which would enable the Promoter, to comply with its obligation under these presents. Any refund, transfer of security, if provided in terms of these presents, shall be made in accordance of The Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of Reserve Bank of India or any other applicable laws. The Allottee understands and agrees that in the event of any failure on his part to comply with the applicable guidelines issued by Reserve Bank of India, he shall alone be liable for any action under The Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

(ii) The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee, subsequent to the signing of these presents, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter, immediately and shall also comply with all formalities, if any, under the applicable laws, the Promoter shall not be responsible towards any third party making payments/remittance on behalf of the Allottee and such third party shall not have any right in the premises applied for in any way and the Promoter shall be issuing the receipts in the name of the Allottee only.

50. PLACE OF EXECUTION: -

The execution of this Agreement shall be complete only upon its execution by the Promoter through their respective authorized signatories at the Promoter's office, or at some other place, which may be mutually agreed between the Promoters and the Allottee and after the Agreement is duly executed by the Allottee and the Promoter and the Promoter or simultaneously with the execution this Agreement shall be

registered at the office of the Sub-Registrar of Assurance at Bhayandar / Mira Road / Thane District. Accordingly, this Agreement shall be deemed to have been executed at Bhayandar / Mira Road / Thane District.

51. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/s to be executed as provided hereunder at the concerned Office of the Sub-Registrar of Assurance for registration within the time limit prescribed under the Registration Act and the Promoter shall attend such office and admit execution thereof.

52. All the notices to be served on the Allottee, the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee, the Promoter by Registered Post A.D or courier and notified Email ID at their respective addresses specified below: -

(Name of the Promoter)		:**M/S. MAYUR CONSTRUCTION CO.** through its sole proprietor SHRI. MANISH NANDKUMAR PATIL
(Address of the Promoter)	:	at C/G-01 & 02, Shalini Complex, Opp. Garden City, Deepak Hospital Road, Mira Road (East), Thane -401 107
(Email-ID of the Promoter)	:	manishpatil1841985@gmail.com
(Name of the Allottee)	:	_____ _____ _____
(Address of the Allottee)	:	_____ _____ _____
(Email-ID of the Allottee)	:	_____

The Allottee and the Promoter shall inform each other of any change in address as given hereinabove, subsequent to the execution of this

Agreement, by Registered Post or courier, failing in which, all communications and letters posted at the abovesaid address shall be deemed to have been served/received by the Promoter or the Allottee, as the case may be.

53. JOINT ALLOTTEES: -

In case, there are joint allottees and in such event, all communications shall be sent by the Promoters to the Allottee, whose name appears first and at the address given by him, which shall for all intents and purposes be deemed to have been served on all the Allottees.

54. DISPUTE RESOLUTION: -

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, it shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

55. STAMP DUTY & REGISTRATION CHARGES: -

The charges towards stamp duty fees and registration charges of this Agreement and all out of pocket costs, charges and expenses on all documents for sale and/or transfer of the Said Premises and Parking shall be borne by the Allottee alone.

56. GOVERNING LAW & JURISDICTION: -

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 of Bhayandar / Thane shall have the jurisdiction for this Agreement.

IN WITNESS WHEREOF, the Parties hereunto have set and subscribed their respective hands to these presents, on the day, month and year first written hereinabove.

_____ _____

[Promoter] [Allottee]

THE FIRST SCHEDULE HEREINABOVE REFERRED TO

[Description of the Said Land]

ALL THAT PIECES AND PARCLES of land or ground bearing Old Survey No., New Survey no., Hissa No., and admeasuring areas are described below.

Sr. No.	Old S. No.	New S. No.	Hissa No.	Total Area [Sq. Mtrs.]	Share of Party of First Part	Share of Party of Second Part
1.	241	34	10	230	115.00	115.00
2.	236	30	11	380	190.00	190.00
3.	237	186	3	630	315.00	315.00
4.	241	34	6	975	487.50	487.50
5.	236	30	10	630	315.00	315.00
			Total	2845	1422.50	1422.50

Situate at being and lying at Revenue Village – Navghar, Taluka & District – Thane, now falling within the local limits of Mira Bhayandar Municipal Corporation, which are delineated in PINK colored ink in the copy of the Table Plan annexed hereto and marked as Annexure - C and which is bounded as under: -

THE SECOND SCHEDULE HEREINABOVE REFERRED TO

[Description of Project Land]

An area admeasuring 346.69 sq. mtrs., which is delineated in **RED** coloured ink in the copy of the Table Plan annexed hereto and marked as Annexure - C, forming part or portion of larger property, which is more particularly described in the First Schedule written hereinabove, in which Building No. 2, is to be constructed.

THE THIRD SCHEDULE HEREINABOVE REFERRED TO

[Description of Said Premises & Parking]

A flat, being **Flat No. _____,** on _____ **Floor**, admeasuring _____sq. mtrs. (carpet), as per RERA having a separate balcony admeasuring _____ sq. mtrs., (carpet), of a building known as **"SHRI NANDKUMAR MAHADEV ASHIRWAD" (Building No. 2),** forming part of a housing complex known as **"Anjani Mahadev Complex",** which is bounded as under and (_____) no/s. four wheeler car parking admeasuring _____sq. mtrs., which would be either by way of stilt or stack parking or mechanical parking.

THE FOURTH SCHEDULE HEREINABOVE REFERRED TO

(The nature, extent and description of common areas and facilities in the Project)

1. Entrance lobby.
2. Fire Safety Equipment.
3. Electrical Meter Rooms.
4. Overhead Water Storage Tank.
5. Underground Water Storage Tank with pump room.
6. Terrace.
7. Staircase and Landing Space.
8. Solar System.
9. Rain Water Harvesting System
10. Lobby on all floors.

SIGNED, SEALED AND DELIVERED }
BY THE WITHINAMED }
"THE PROMOTER" }
M/s. MAYUR CONSTRUCTION CO. }
through its Sole Proprietor
SHRI. MANISH NANDKUMAR PATIL }
Through his POA

SHRI. MAYUR NANDKUMAR PATIL }

In the presence of:- }

1. Shri _____ }

2. Shri _____ }

SIGNED SEALED AND DELIVERED }

BY THE WITHINAMED }

"THE ALLOTTEE" }

(1) _____ }

[PAN No. _____] }

(2) _____ }

[PAN No. _____] }

In the presence of: - }

1. Shri _____ }

2. Shri _____ }

_____ _____
[Promoter] [Allottee]

R E C E I P T

RECEIVED of and from the Allottee within named, a sum of Rs._____/- (Rupees_____ _____Only) in the mode and manner as provided hereunder, by way of earnest money / and other amounts payable to us, as within provided: -

Sr. No.	Date	Bank	Branch	Instrument No.	Amount [Rs.]
				Total	

We Say Received
For M/s. Mayur Construction Co.

[**Through its Prop. Manish Nandkumar Patil]**
(The Promoter)

Witness: -

1._____

2._____

ANNEXURE – "I"

Payment Schedule

Sr. No.	Milestone	%	Amount [Rs.]
01.	Before execution of this Agreement, by way of Token/Earnest money	10%	
02.	Simultaneously on execution of this Agreement or on or before _____		
03.	On completion of:-		
a.	Plinth or on or before _____		
b.	2nd Slab or on or before _____		
c.	4th Slab or on or before _____		
d.	6th Slab or on or before _____		
e.	8th Slab or on or before _____		
f.	10th Slab or on or before _____		
g.	12th Slab or on or before _____		
h.	14th Slab or on or before _____		
i.	16th Slab or on or before _____		
j.	Last Slab or on or before _____		
4.	On completion of Walls, internal plaster of Said Premises		
5.	On completion of staircases, lift wells, lobbies upto the floor level of the Said Premises		
6.	On completion of external plumbing and external plaster, elevation, terraces with waterproofing of the wing in which the Said Premises is located		
7.	On completion of electrical fitting of the Said Premises		
8.	On or before completion of the lifts, water pumps, mechanical and environment requirements, entrance lobby's		
9.	On or before offering possession		
	Total	**100%**	

ANNEXURE – "J"

Specifications of Flooring, Fixtures & Fittings

[To be modified as proposed]

Sr. No.	Item / Description	Brand
1.	Flooring	Vitrified tiles of 32"*32"
2.	Windows	Anodized aluminum sliding or equivalent.
3.	Kitchen	Full Body Vitrified Tiles Polished kitchen platform with stainless steel sink and full tiles up to Beam level in kitchen area.
4.	Toilet / Bathroom	Well-designed flooring tiles (600mm*600mm) wall tiles (600mm*1200mm) full tiles, concealed plumbing pipe line fittings. W.C of Prince Brand or Equivalent & water line of Astral Brand or Equivalent , Bathroom Fitting of Jaguar or Equivalent.
5.	Electric	Concealed copper wiring in entire flats with high quality ISI mark branded (polycab) or Equivalent with quality modular switches of Benlo/Norwood or Equivalent. Geyser point, Exhaust Fan point in toilets, and A.C. points in Bedroom, Net & Intercom and T.V. points in the living rooms and bedrooms.
6.	Elevator	Sankalp Elevator or Equivalent Elevator.
7.	Door	Fancy decorated designer laminated door with high quality standard fitting.