

AGREEMENT

THIS AGREEMENT made and entered into at Bhayandar on this ____ day of _____20__, BETWEEN : M/S. ARISTONE BUILDERS, a partnership firm, having office at Building No. 1, White Lotus, Commercial Building, Near Orange Hospital, Indralok, Mira Road (East), Thane 401 107, through its partners namely SHRI SANTOSH SAMAL, SHRI SHANKAR KUMAR JHA and SHRI BRIJESH DEVNARAYAN SINGH, hereinafter referred to as the “PROMOTER” (which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include the said firm, its partner or partners from time to time and its respective heirs, executors, administrators and assigns) of the ONE PART AND SHRI/ SMT./M/s.

having address at _____

hereinafter referred to as the "ALLOTTEE" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors, administrators, successors and assigns) of the OTHER PART.

WHEREAS:

- 1. Shri Jagannath Pandurang Patil was the owner of the following land, situate, lying and being at Village Navghar, Bhayander (East), Taluka and District Thane, in the Registration District and Sub-District of Thane, now within the limits of Mira Bhayandar Municipal Corporation, Taluka and District Thane.

Sr. Nos.	Old Survey Nos.	New Survey Nos.	Hiss a Nos.	Area in sq.meters
1.	425	100	9	3960.00
2.	425	100	6	1090.00
3.	422	103	2	1770.00

4.	424	104	3	2910.00
5.	424	104	4	2830.00

(For short the land described in the foregoing table shall be hereinafter jointly and collectively referred to as the “**Said First Property**”)

2. Shri Jagannath Pandurang Patil died intestate on 24th July, 1971 leaving behind his widow by name Smt. Budhibai Jagannath Patil, five sons namely Shri Kesarinath Jagannath Patil, Shri Eknath Jagannath Patil, Shri Chandrakant Jagannath Patil, Shri Dattatray Jagannath Patil, Shri Suresh Jagannath Patil, two daughters namely Smt. Neerabai Babaji Patil and Smt. Maltibai Harishchandra Bhoir as his heirs and legal representatives entitled to the estate of the deceased including the said first property.
3. By a Mutation Entry No. 4137, dated 12th November, 1979, the names of Smt. Budhibai Jagannath Patil, Shri Kesarinath Jagannath Patil, Shri Eknath Jagannath Patil, Shri Chandrakant Jagannath Patil, Shri Dattatray Jagannath Patil, Shri Suresh Jagannath Patil Smt. Neerabai Babaji Patil and Smt. Maltibai Harishchandra Bhoir came to be recorded in the 7/12 extract of the said first property as the heirs of late Shri Jagannath Pandurang Patil.
4. By a Mutation Entry No. 242, dated 1st May, 1990, the names of Smt. Budhibai Jagannath Patil, Shri Kesarinath Jagannath Patil, Shri Eknath Jagannath Patil, Shri Chandrakant Jagannath Patil, Shri Dattatray Jagannath Patil, Shri Suresh Jagannath Patil, Smt. Neerabai Babaji Patil and Smt. Maltibai Harishchandra Bhoir came to be recorded in the 7/12 extract of the said first property as the heirs of late Shri Jagannath Pandurang Patil.
5. Smt. Neerabai Jagannath Patil died intestate in or about the year 1992 leaving behind two sons namely Shri Chintaman Babaji Patil, Shri Jaywant Babaji Patil and a daughter by name

Smt. Bharti Ramesh Thakur as her heirs and legal representatives entitled to the undivided share of the deceased in the said first property.

6. By executing a Deed of Release, dated 27th March, 1995 registered in the office of Sub-Registrar of Assurance at Thane under Sr.No.TNN-4/1671/1995 Smt. Maltibai Harishchandra Patil, Shri Chintaman Babaji Patil, Shri Jaywant Babaji Patil and Smt. Bharti Ramesh Thakur had released, relinquished and given up their undivided share in the said first property in favour of Shri Kesarinath Jagannath Patil, Shri Eknath Jaganath Patil, Shri Chandrakant Jaganath Patil, Shri Dattaray Jaganath Patil, Shri Suresh Jaganath Patil.
7. Smt. Budhibai Jagannath Patil died intestate on 30th March, 1997 leaving behind Shri Chandrakant Jagannath Patil, Shri Suresh Jagannath Patil, Shri Dattatray Jagannath Patil, Shri Kesarinath Jagannath Patil (since deceased), Shri Eknath Jagannath Patil (since deceased), Smt. Maltibai Harishchandra Patil, two grandsons namely Shri Chintaman Babaji Patil, Shri Jaywant Babaji Patil and a granddaughter by name Smt. Bharti Ramesh Thakur as her heirs and legal representatives entitled to the undivided share of the deceased in the said first property.
8. By a Mutation Entry No. 537, dated 1st March, 2004, Shri Kesarinath Jagannath Patil, Shri Eknath Jagannath Patil, Shri Chandrakant Jagannath Patil, Shri Dattaray Jagannath Patil, Shri Suresh Jagannath Patil came to be recorded in the 7/12 extract of the said first property as the heirs of late Smt. Budhibai Jagannath Patil.
9. Shri Kesarinath Jagannath Patil died intestate on 21st February, 2009 leaving behind his widow by name Smt. Sunanda Kesarinath Patil, three sons namely Shri Shailesh Kesarinath Patil, Shri Kanchan Kesarinath Patil and Shri Praful Kesarinath Patil as his heirs and legal representatives

entitled to the undivided share of the deceased in the said first property.

10. Shri Eknath Jagannath Patil died intestate on 19th June, 2014 leaving behind his widow by name Smt. Girjabai Eknath Patil, who died intestate on 22nd October, 2020, four sons namely Shri Dilip Eknath Patil, Shri Praveen Eknath Patil, Shri Vikas Eknath Patil and Shri Nitin Eknath Patil as his heirs and legal representatives entitled to the undivided share of the deceased in the said first property.
11. By a Mutation Entry No. 2053, dated 25th June, 2014, the names of Smt. Girjabai Eknath Patil, Shri Dilip Eknath Patil, Shri Praveen Eknath Patil, Shri Vikas Eknath Patil and Shri Nitin Eknath Patil came to be recorded in the 7/12 extract of the said first property as the heirs of late Shri Eknath Jagannath Patil.
12. In the premises aforesaid, Smt. Sunanda Kesarinath Patil, Shri Shailesh Kesarinath Patil, Shri Kanchan Kesarinath Patil, Shri Praful Kesarinath Patil, Shri Dilip Eknath Patil, Shri Praveen Eknath Patil, Shri Vikas Eknath Patil, Shri Nitin Eknath Patil, Shri Chandrakant Jagananth Patil, Shri Suresh Jagananth Patil and Shri Dattaray Jagannath Patil are absolutely seized and possessed off and/or otherwise well and sufficiently entitled to the said first property.
13. By an Agreement, dated 6th May, 2023, registered in the Office of Sub-Registrar of Assurance at Thane under Sr.No. TNN-4/8178/2023, Smt. Sunanda Kesarinath Patil, Shri Shailesh Kesarinath Patil, Shri Kanchan Kesarinath Patil, Shri Praful Kesarinath Patil, Shri Dilip Eknath Patil, Shri Praveen Eknath Patil, Shri Vikas Eknath Patil, Shri Nitin Eknath Patil, Shri Chandrakant Jagananth Patil, Shri Suresh Jagananth Patil and Shri Dattaray Jagannath Patil had jointly granted development rights of the said first property to the Promoter at the price and on the terms and conditions stipulated therein.

14. In pursuance to the Agreement, dated 6th May, 2023, registered in the Office of Sub-Registrar of Assurance at Thane under Sr.No. TNN-4/8178/2023 , Smt. Sunanda Kesarinath Patil, Shri Shailesh Kesarinath Patil, Shri Kanchan Kesarinath Patil, Shri Praful Kesarinath Patil, Shri Dilip Eknath Patil, Shri Praveen Eknath Patil, Shri Vikas Eknath Patil, Shri Nitin Eknath Patil, Shri Chandrakant Jagananth Patil, Shri Suresh Jagananth Patil and Shri Dattaray Jagannath Patil had executed an Irrevocable General Power of Attorney of even date registered in the Office of Sub-Registrar of Assurance at Thane under Sr.No.TNN-4/2640/2023 in favour of the partners of Promoter conferring upon them several powers inter-alia power to develop the said first property.
15. Shri Kashinath Dama Patil was the owner of the following land, situate, lying and being at Village Navghar, Bhayander (East), Taluka and District Thane, in the Registration District and Sub-District of Thane, now within the limits of Mira Bhayandar Municipal Corporation, Taluka and District Thane.

Sr. Nos.	Old Survey Nos.	New Survey Nos.	Hissa Nos.	Area in sq.meters
1	425	100	10	530.00

(For short the land described in the foregoing table shall be hereinafter jointly and collectively referred to as the “**Said Second Property**”)

16. By executing a registered Conveyance deed, dated 3rd June, 1969, Shri Kashinath Dama Patil had sold, transferred and conveyed the Second property to Shri Mahadev harishchandra Patil for the Cosndieration mentioned therein.
17. By executing an Agreement, dated 10th December, 1992 Shri Mahadev Harishchandra Patil had agreed to sell and assign the development rights of the Second property to M/s. Harsh

Unique Gruh Nirman Pvt. Ltd., at the price and on the terms and conditions stipulated therein.

18. By executing an Agreement for sale Cum development, Dated 16 January, 1998 M/s. Harsh Unique Gruh Nirman Pvt Ltd., had agreed to sell, assign and transfer its right, title and interest in the Second property to M/s. kanakia Properties Pvt. Ltd., at the price and on the terms and conditions stipulated therein.
19. M/s. Kanakia Properties Pvt. Ltd., had filed Company Petition No. 258 of 2007 read with Company Application No. 360 of 2007 to merge and amalgamate M/s. Kanakia Properties Pvt. Ltd., and M/s. Kanakia Construction Co. Pvt. Ltd.
20. By virtue of an Order, dated 22nd June, 2007 passed by the Hon'ble High Court of Judicature at Bombay in Company Petition No. 258 of 2007 read with Company Application No 360 of 2007, M/s. Kanakia Properties Pvt Ltd., came to be merged with M/s. Kanakia Construction co. Pvt. Ltd., and accordingly, the Second property vested in M/s. kanakia spaces Pvt Ltd.
21. By an order, dated 14th September, 2007 the registrar of companies had re-incorporated M/s. kanakia Construction Co. Pvt. Ltd., as M/s. Kanakia Spaces Pvt. Ltd., and thereupon, the Second property vested in M/s. Kanakia Spaces Pvt. Ltd.
22. By executing a Development Agreement, dated 27th September, 2009, M/s. Kanakia Spaces Pvt. Ltd., had agreed to sell, assign and transfer all its right, title and interest including the development rights of Second property to M/s. Sadguru Construction at the price and on the terms and conditions stipulated therein.
23. In Pursuance of Development Agreement, dated 27th September, 2009, M/s Kanakia Spaces Pvt. Ltd., had

executed a two power of attorney viz. General Power of Attorney dated 27th September, 2009 and General Power of Attorney, dated 16th March 2010, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-7/02354/2010 in favour of partners of M/s Sadhguru Construction conferring upon them several powers inter alia power to sell the second property to the person or persons of their choice including power to execute a deed of conveyance and / or any other instruments in favour of the ultimate transferee thereof and to lodge the same for registration in the office of Sub-Registrar of Assurance and to admit the execution thereof before the Sub-Registrar of Assurance.

24. By an Agreement for Sale dated 19th September 2011, M/s Sadguru Construction had agreed to sell the second property to Shri Dharmendra Bhaskar Reddy, Shri CHandrashekar K. Limye, Shri Bhaskar R. Reddy, Shri Srinivas Bhaskar Reddy and Shri Deepak Kishore Ambani for the construction thereon.
25. Shri Deepak Kishore Ambani had 25% undivided share in Second property and by a Deed of Conveyance, dated 25th February, 2016 registered in the office of Sub-Registrar of Assurance at thane Sr.No.TNN-7/2341/2016, Shri Deepak Kishore Ambani had sold, transferred and conveyed his 25% undivided share in the second property to the Shri Bhaskar . Reddy herein for the consideration mention therein.
26. In the manner aforesaid Shri Dharmendra Bhaskar Reddy, Shri CHandrashekar K. Limye, Shri Bhaskar R. Reddy, Shri Srinivas Bhaskar Reddy are seized, possessed and /or well and sufficiently entitled for the said second property and accordingly their names appear in the Land Records i.e. 7/12 extract of the said first property under Mutation Entry No. 3165 as owners of said second property
27. Shri Jagannath Patil was the owner of the following land, situate, lying and being at Village Navghar, Bhayander

(East), Taluka and District Thane, in the Registration District and Sub-District of Thane, now within the limits of Mira Bhayandar Municipal Corporation, Taluka and District Thane.

Sr. Nos.	Old Survey Nos.	New Survey Nos.	Hissa Nos.	Area in sq.meters
1	425	100	11	510

(For short the land described in the foregoing table shall be hereinafter jointly and collectively referred to as the “**Said Third Property**”)

28. Shri Jagannath Patil died interstate behind in shri Kesarinath Jagannath Patil, Shri Eknath Jagannath Patil, Shri Dattaray Jagannath Patil, Shri Chandrakant Jagannath Patil and Shri Suresh Jagannath Patil as his heirs and legal representatives entitled to the estate of the deceased including third property.
29. By a Development Agreement, dated 31st December, 2007, Shri Kesarinath Jagannath Patil, Shri Dattaray Jagannath Patil, Shri Chandrakant Jagannath Patil and Shri Suresh Jagannath Patil had agreed to grant the development rights of the third property to M/s. Kanakia Properties Pvt. Ltd., whose name later on came to be changed as M/s. Kanakia Spaces Pvt. Ltd., vide an Order, dated 22rd June, 2007 passed by the Hon'ble High Court of Judicature at Bombay in Company Petition No. 258 of 2007 read with Company Application No. 360 of 2007 at the price and on the terms and conditions stipulated therein.
30. By an agreement, dated 27th September 2009 registered in the office of sub – Registrar of assurance at thane under Sr. No. TNN-7/7010/2009, M/s. Kanakia Spaces Pvt. Ltd., had agreed to sell, assign and transfer all its right, title and interest in respect of third property to M/s. Sadguru

Construction at the price and on the terms and conditions stipulated therein.

31. By a Deed of Conveyance, dated 4th August, 2016, registered in the office of Sub-Registrar of Assurance at Thane under Sr.No.TNN-4/3669/2016 , Shri Shailesh Kesarinath Patil, Smt. Kanchan Kesarinath Patil, Shri Praful Kesarinath Patil, Sunanda Kesarinath Patil, Smt. Girjabai Eknath Patil, Shri Dilip Eknath Patil, Shri Pravin Eknath Patil, Shri Vikas Eknath Patil and Shri Nitin Eknath Patil, Shri Dattaray Jagannath Patil, Shri Chandrakant Jagannath Patil and Shri Suresh Jagannath Patil with the consent and confirmation of M/s. Sadguru Construction had sold, transferred and conveyed the second property to the Shri Dharmendra Bhaskar Reddy, Shri CHandrashekar K. Limye, Shri Bhaskar R. Reddy, Shri Srinivas Bhaskar Reddy, herein for the consideration mentioned therein for the said Third Property.
32. In the premises aforesaid (Second and Third Property), Shri Dharmendra Bhaskar Reddy, Shri CHandrashekar K. Limye, Shri Bhaskar R. Reddy, Shri Srinivas Bhaskar Reddy are absolute seized and possessed and sufficient entitled to second and third property.
33. The Promoter are builders and developers by profession and approach, Shri Dharmendra Bhaskar Reddy, Shri CHandrashekar K. Limye, Shri Bhaskar R. Reddy, Shri Srinivas Bhaskar Reddy to develop the said property by amalgamating the same with adjoining properties bearing old survey no 425/9,425/6,422/2,424/3,424/4 , New Survey No 100/9,100/6,103/2,104/3,104/4 which the promoter have entered into Development Agreement Dated 4th May 2023 Registered in the office of Sub-Registrar of Assurance at Thane under Sno TNN4/8178/2023 dated 15th May 2023.

34. Shri Dharmendra Bhaskar Reddy, Shri CHandrashekar K. Limye, Shri Bhaskar R. Reddy, Shri Srinivas Bhaskar Reddy have agreed to grant the Development rights of the said Second and Third property for consideration mentioned therein and registered the Development agreement dated 06th of June 2023 Sno TNN4-10235-2023.
35. The Promoter being the developer of the following land, situate, lying and being at Village Navghar, Bhayander (East), Taluka and District Thane, in the Registration District and Sub-District of Thane, now within the limits of Mira Bhayandar Municipal Corporation, Taluka and District Thane.

Sr. Nos.	Old Survey Nos.	New Survey Nos.	Hissa Nos.	Area in sq.meters
1	425	100	9	3960
2	425	100	6	1090
3	425	100	10	530
4	425	100	11	510
5	422	103	2	1770
6	424	104	3	2910
7	424	104	4	2830

(For short the land described in the foregoing table shall be hereinafter jointly and collectively referred to as the “**Said Property**”) herein described in First Schedule.

36. For constructing the building on the said property, the Promoter has obtained following permissions and sanctions from the authorities concerned including the Mira Bhayandar Municipal Corporation:
- Obtain the Commencement Certificate hereinafter referred as CC) dated 13/03/2024 through Mira Bhayandar Municipal Corporation (hereinafter referred as MBMC) vide Document No: MBMC/B/2024/APL/00186. The CC being passed for Old Survey No 422, New Survey No 103, Hissa No 2, Old Survey No 424, New Survey No 104, Hissa No 3 and 4, Old Survey No 425, New Survey No 100, Hissa No 6, 9, 10, 11, of village Navghar, Taluka Thane, Dist- Thane

Obtain Fire Department N.O.C. vide document no MBMC/FIRE/949/2023-24 dated 06/10/2023.

38. The Said Buildings is to be constructed on the portion of land admeasuring 13600 sq. meters of the Said Project Land, which is demarcated in the Plan and hereinafter collectively referred to as "The Hyde Park"
37. On the basis of permissions and sanctions granted by the authorities concerned as referred in the foregoing recitals, the Promoter has commenced the work of construction of the building known as "_____" on area admeasuring _____ sq. meters forming the portion of the said property, more particularly described in the First Schedule hereunder written (for short hereinafter referred to as the "**Said Building**").
38. The Promoter has entered into a standard agreement with an Architect registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects.
39. The Promoter has registered the project under the provisions of the Act with the Real Estate (Regulation and Development) Act, 2016 read with Maharashtra Rules, 2017 with the Real Estate Regulatory Authority at Thane under Registration No. _____, dated _____. Hereto annexed and marked as **Annexure-**____ is the photo copy of Real Estate Regulatory Authority at Thane under Registration No. _____, dated _____.
40. The Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the building and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building.

41. By virtue of the agreements executed by and between the parties thereto as mentioned in the foregoing recitals, the Promoter has sole and exclusive right to sell the flats in the said building the then to be constructed by the Promoter in the layout of the said property, more particularly described in the First Schedule hereunder written and to enter into agreement/s with the Allottee/s of the flats and to receive the sale consideration in respect thereof.
42. On demand from the Allottee/s, the Promoter has given inspection to the Allottee of all the documents of title relating to the said property and the plans, designs and specification prepared by the Promoter's Architect by name M/s._____, having office at _____ and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the "**Said Act**") and the Rules and Regulations made there under. Hereto annexed and marked as **Annexure-**_____ is the photo copy of plans, designs and specification prepared by the Promoter's Architect by name M/s. _____.
43. The authenticated copy of Title Certificate issued by the Advocate Shri _____, dated _____ of the Promoter, authenticated copies of Village Forms VI and VII and XII and other relevant revenue record showing the nature of the title of the Promoter to the said property on which the building is to be constructed have been annexed hereto and marked as **Annexure-**_____
44. The authenticated copies of the plan of the layout as approved by the Mira Bhayander Municipal Corporation. Hereto annexed and marked as **Annexure-**_____ **colly.** is the copy of the layout plan as approved by the Mira Bhayander Municipal Corporation.

45. The Promoter has got approvals from the concerned local authorities to the plans, specifications, elevations, sections and of the said building and shall obtain the balance approvals from various authorities from time to time so as to obtain building completion certificate/ occupancy certificate of the building.
46. While sanctioning the said plans the Mira Bhayander Municipal Corporation has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the larger property and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building shall be granted by the Mira Bhayander Municipal Corporation.
47. The Promoter has accordingly commenced construction of the said building in accordance with the said proposed plans.
48. The Allottee has applied to the Promoter for allotment of an Flat No. ____ admeasuring _____sq. feet on ____ floor in the said building to be constructed in the layout of the said property, more particularly described in the Second Schedule hereunder written (for short hereinafter referred to as the "**Said Flat**" for the sake of brevity and convenience).
49. The carpet area of the said flat is _____ sq. meters and carpet area means the net usable floor area of the flat, excluding the area covered by the external walls areas under services shafts, exclusive balcony appurtenant to the said flat for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said flat for exclusive use of the Allottee but includes the area covered by the internal partition walls of the flat.

50. The parties relying on the confirmation, representation and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in the agreement and all applicable laws are now willing to enter into this agreement on the terms and conditions appearing hereinafter.
51. Prior to the execution of these presents, the Allottee has paid to the Promoter a sum of Rs._____-/- (Rupees _____ Only) being part of the payment of sale consideration of the flat agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the Promoter doth hereby admit and acknowledge to have received the said sum by signing the receipt clause written hereunder) and the Allottee has agreed to pay to the Promoter the balance of sale consideration in the manner hereinafter appearing.
52. Under Section 13 of the said Act, the Promoter is required to execute a written agreement for sale of the said flat with the Allottee, being in fact these presents and also to register said agreement under the provisions of Indian Registration Act, 1908.
53. In accordance with the terms and conditions set out in this agreement and as mutually agreed upon by and between the parties, the Promoter hereby agrees to sell the said flat, more particularly described in the Second Schedule hereunder written and the Allottee hereby agrees to purchase the said flat, more particularly described in the Second Schedule hereunder written and the garage/covered parking at the price and on the terms and conditions mutually agreed by and between the parties hereto as hereinafter appearing.

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

1. The Promoter shall construct the said building on the said property in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

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

1(a)(i) The Allottee hereby agrees to purchase the said flat from the Promoter and the Promoter hereby agrees to sell a Flat No._____, admeasuring _____sq. meters on the _____ floor in the said building, more particularly described in the Second Schedule hereunder written (hereinafter referred to as the **“Said Flat”**) to the Allottee as shown in the floor plan thereof for the consideration of Rs._____/ - including Rs._____/ - being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule hereunder written (the price of the flat including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

(ii) The Allottee hereby agrees to purchase the said flat from the Promoter and the Promoter hereby agrees to sell to the Allottee, covered car parking space at _____ level Stilt/mechanical car parking unit bearing No. _____ admeasuring _____ sq.ft.

having _____ ft. length x _____ ft.
breadth x _____ ft. vertical clearance.

(iii) The Allottee hereby agrees to purchase the said flat from the Promoter and the Promoter hereby agrees to sell the said flat to the Allottee together with covered parking spaces bearing Nos. ____ situate at stilt being constructed in the layout for the consideration of Rs. _____/-.

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

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs. _____/- (Rupees _____ Only) of the total consideration as advance payment or application fee and hereby agrees to pay to the Promoter the balance amount of Rs. _____/- (Rupees _____ Only) in the following manner :-

i. Rs. _____/- (Rupees _____ Only) being the 5% of the total consideration of the said flat to be paid by the Allottee to the Promoter on execution of these presents.

ii. Rs. _____/- (Rupees _____ Only) being 5% of the total consideration of the said flat to be paid by the Allottee to the Promoter on completion of the Piling of the building in which the said flat is located.

iii. Rs. _____/- (Rupees _____ Only) being 10% of the total consideration of the said flat to be paid to the Promoter on

completion of the Plinth of the building or wing in which the said flat is located.

iv. Rs. _____/- (Rupees _____ Only)
being the 5% of the total consideration of the said flat to be paid by the Allottee to the Promoter on completion of the first slab of the building in which the said flat is located.

v. Rs. _____/- (Rupees _____ Only)
being the 5% of the total consideration of the said flat to be paid by the Allottee to the Promoter on completion of the second slab of the building in which the said flat is located.

vi. Rs. _____/- (Rupees _____ Only)
being the 5 % of the total consideration of the said flat to be paid by the Allottee to the Promoter on completion of the third slab of the building in which the said flat is located.

vii. Rs. _____/- (Rupees _____ Only)
being the 5 % of the total consideration of the said flat to be paid by the Allottee to the Promoter on completion of the fourth slab of the building in which the said flat is located.

viii. Rs. _____/- (Rupees _____ Only)
being the 5 % of the total consideration of the said flat to be paid by the Allottee to the Promoter on completion of the fifth slab of the building in which the said flat is located.

ix. Rs. _____/- (Rupees _____ Only)
being the 5 % of the total consideration of the said flat to be paid by the Allottee to the Promoter on completion of the sixth slab of the building in which the said flat is located.

- x. Rs. _____/- (Rupees _____ Only)
being the 5 % of the total consideration of the said flat to be paid by the Allottee to the Promoter on completion of the seventh slab of the building in which the said flat is located.
- xi. Rs. _____/- (Rupees _____ Only)
being the 5 % of the total consideration of the said flat to be paid by the Allottee to the Promoter on completion of the eighth slab of the building in which the said flat is located.
- xii. Rs. _____/- (Rupees _____ Only)
being the 5 % of the total consideration of the said flat to be paid by the Allottee to the Promoter on completion of the ninth slab of the building in which the said flat is located.
- xiii. Rs. _____/- (Rupees _____ Only)
being the 5 % of the total consideration of the said flat to be paid by the Allottee to the Promoter on completion of the tenth slab of the building in which the said flat is located.
- xiii. Rs. _____/- (Rupees _____ Only)
being the 5 % of the total consideration of the said flat to be paid by the Allottee to the Promoter on completion of the eleventh slab of the building in which the said flat is located.
- xiv. Rs. _____/- (Rupees _____ Only)
being 5 % of the total consideration of the said flat to be paid by the Allottee to the Promoter on completion of the brick work of the building in which the said flat is located.
- xv. Rs. _____/- (Rupees _____ Only)
being 5 % of the total consideration of the said

flat to be paid by the Allottee to the Promoter on completion of the walls, internal plaster of the building in which the said flat is located.

xvi. Rs. _____/- (Rupees _____ Only) being 5% of the total consideration of the said flat to be paid by the Allottee to the Promoter on completion of the floorings, doors and windows of the building in which the said flat is located.

xvii. Rs. _____/- (Rupees _____ Only) being 5 % of the total consideration of the said flat to be paid by the Allottee to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the agreement of sale of the building in which the said flat is located.

xviii. Balance 5% of Rs. _____/- (Rupees _____ Only) against and at the time of handing over of the possession of the said flat to be paid by the Allottee or after receipt of occupancy certificate or completion certificate.

1(d) the total price above excludes taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, GST and TDS or any other similar taxes which may be levied in connection with the construction of and carrying out the Project payable by the Promoter) upto the date of handing over the possession of the flat.

1(e) the total price is escalation-free, save and except escalations/ increases due to increase on account of

development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges cost or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/ order/rule/ regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

- 1(f) the Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the occupancy certificate is granted by the competent authority by furnishing details of the changes if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter, if there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee with forty five days with annual interest at the rate specified in the rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to the Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the payment plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this agreement.
- 1(g) the Allottee authorizes the Promoter to adjust/ appropriate all payments made by him/her under any head(s) of dues against lawful outstanding if

any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/ demand/direct the Promoter to adjust his/her payments in any manner.

2. In addition to the purchase price of the said flat, the Allottee shall contribute a sum of Rs. _____ /- (Rupees _____ Only) towards the club house and other amenities to be provided by the Promoter in the layout of the said property and same shall be paid by the Allottee to the Promoter at the time to taking over the possession of the said flat from the Promoter and same shall be a condition precedent for handing over the possession of the flat by the Promoter to the Allottee in the said building.

2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned Mira Bhayander Municipal Corporation at the time of sanctioning the said plans or thereafter and shall before handing over possession of the flat to the Allottee, obtain from the Mira Bhayander Municipal Corporation occupancy and/or completion certificate in respect of the flat.

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the flat to the Allottee and the common areas to the association of the Allottees after receiving the occupancy certificate of the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the agreement subject to the simultaneous completion of construction by the Promoter as

provided in Clause 1(c) hereinabove. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index (FSI) available as on date in respect of the project land is _____ sq. meters and the Promoter has planned to utilize the Floor Space Index by availing TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various schemes as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations which are applicable to the said project and for the same, the Allottee hereby accord his/her/their irrevocable consent to the Promoter to load the additional F.S.I. on the said property.

4. If the Allottee makes delay in making the payment of the said flat then in that case the Allottee agrees to pay to the Promoter interest as specified in the Rule on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this agreement from the date the said amount is payable by the Allottee/s to the Promoter.

4.1 Without prejudice to the right of the Promoter to charge interest in terms of clause 4 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this agreement (including his/her proportionate share of taxes levied by Mira Bhayander Municipal Corporation and other outgoings) and on the Allottee committing three defaults of payment of installments, the Promoter shall at its own option may terminate this agreement. Provided that the Promoter shall give notice of fifteen days in writing to the Allottee by registered Post A.D. at the address provided by the Allottee of his intention to terminate this agreement and of the

specified breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, the Promoter shall be entitled to terminate this agreement. Provided further that upon termination of this agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidate damages or any other amount which may be payable to the Promoter) within a period of thirty days of the termination, the installments of sale consideration of the flat which may till then have been paid by the Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand or price range (if unbranded) to be provided by the Promoter in the said building and in the said flat as set out in **Annexure-** _____ annexed hereto.

6. The Promoter shall give possession of the flat to the Allottee on or before ____ day of _____, 20____. If the Promoter fails or neglects to give possession of the flat to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the flat with interest at the same rate as mentioned in Clause 4.1 hereinabove from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of flat on the aforesaid date, if the completion of building in which the flat is to be situated is delayed on account of –

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

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

7. Procedure for taking possession – The Promoter upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the flat to the Allottee in terms of this agreement to be taken within three months from the date of issue of such notice and the Promoter shall give possession of the flat to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agrees to pay the maintenance charges as determined by the Promoter or association of the Allottees as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within seven days of receiving the occupancy certificate of the project.

7.1 The Allottee shall take possession of the flat within _____ days of the written notice from the Promoter to the Allottee intimating that the flats are ready for use and occupancy.

7.2 Failure of Allottee to take possession of Flat – Upon receiving a written intimation from the Promoter as per Clause 7.1, the Allottee shall take possession of the flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this agreement and the Promoter shall give possession of the flat to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 7.1, such Allottee shall continue to be liable to pay maintenance charges as applicable and in the event, the Allottee fails to pay the maintenance charges on or before due date, the Promoter/Society shall

charge the interest @ ____% per ____ on the maintenance charges.

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

8. The Allottee shall use the flat or any part thereof or permit the same to be used only for purpose of residence only. He/she shall use the stilt or parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other Allottees of flats in the building shall join in forming and registering the Society or Association or a Limited Company to be know by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of the Society or Association or a Limited Company and for becoming a member including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within ____days of the same being forwarded by the Promoter to the Allottee so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken from the Allottee if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association as may be required

by the registrar of Co-operative Societies or the Registrar of Companies as the case may be, or any other Competent Authority.

10. The Allottee hereby agree, confirm and place on record that after formation and registration of the society of the said building, the Promoter shall have exclusive right to sell the unsold flats and other premises to the prospective purchasers thereof by executing agreements to that effect and till then, the society shall not be entitled to claim the maintenance charges of unsold flats and other premises in the said building either from the Promoter or the prospective purchasers thereof. However, in the event, the Promoter let out the unsold flats to any person or persons on leave and license basis, the Promoter shall be liable to pay the maintenance of the unsold flats to the society.

11. The Promoter shall within three months of registration of the Society or Association or a Limited Company as aforesaid, cause to be transferred to the Society or Limited Company, all the right, title and interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in which the said flat is situated.

11.1 The Promoter shall within three months of registration of the Federation/Apex Body of the Societies or Limited Company as aforesaid cause to be transferred to the Federation/Apex Body, all the right, title and interest of the Vendor/Lessor/Original Owner/ Promoter and/or the owners in the project on which the building with multiple wings or buildings are constructed.

11.2 Within fifteen days after notice in writing is given by the Promoter to the Allottee that the flat is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the flat) of

outgoings in respect of the project land and building/s namely local taxes, betterment charges or such other levies by the Mira Bhayander Municipal Corporation and/or Government water charges, insurance, common lights, repairs and salaries or clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined, the Allottee shall pay to the Promoter provisional monthly contribution of Rs._____/ - per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the Society or Limited Company as aforesaid. On such conveyance/ assignment of lease being executed for the structure of the building or wing, the aforesaid deposits (less deduction provided for in this agreement) shall be paid over by the Promoter to the Society or Limited Company as the case may be.

12. The Allottee shall keep deposited with the Promoter, the following amounts on or before delivery of possession of the said flat.

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

- ii) Rs._____/ - for formation and registration of the Society or Limited Company/Federation/Apex Body;
- iii) Rs._____/ - for proportionate share of taxes and other charges/levies in respect of Society or Limited Company/ Federation/Apex Body;
- iv) Rs._____/ - for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/Apex Body;
- v) Rs._____/ - for deposit towards water connection charges, electric and other utility and services
- vi) Rs._____/ - for deposit of electrical receiving and Sub-Station provided in the layout of the said property.

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

14. At the time of registration of conveyance or lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter the Allottees' share of stamp duty and registration charges payable by the Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the building/wing of the building. At the time of registration of conveyance or lease of the project land, the Allottee shall pay to the Promoter the Allottees' share of stamp duty and registration charges payable by the Apex Body or Federation on such conveyance or lease or

any document or instrument of transfer in respect of the structure of land to be executed in favour of the Apex Body or Federation.

15. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:** The Promoter hereby represents and warrants to the Allottee as follows:

- i. The Promoter has clear and marketable title with respect to the project land as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the project;
- ii. The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the project, project land and said building/wing shall be obtained by following due

process of law and the Promoter has been and shall at all times remain to be in compliance with all applicable laws in relation to the project, project land and said building/wing and common areas;

- vi. The Promoter has the right to enter into this agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein may prejudicially be affected.
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the project land including the project and the said flat which will in any manner affect the rights of the Allottee under this agreement.
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said flat to the Allottee in the manner contemplated in this agreement.
- ix. At the time of execution of the conveyance deed of the structure to the association of the Allottees, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common area as of the structure to the Association of the Allottees.
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, imposition, premium, damages and/or penalties and other outgoings whatsoever payable with respect to the said project to the competent authorities.

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

16. The Allottee/s or himself/herself/themselves with intention to bring all persons into whosoever hands the flat may come hereby covenants with the Promoter as follows:

- i. To maintain the flat at the Allottees own cost in good and tenable condition from the date that of possession of the flat is taken and shall not do or suffer to be done anything in or to the building in which the change/alter or make addition in or to the building in which the flat is situated and the flat itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the flat is situated including entrances of the building in which the flat is situated and in case any damage is caused to the building in which the flat is situated or the flat on account of negligence or default of the Allottee is this behalf, the Allottee shall be liable for the consequences of the breach.

- iii. To carry out at his/her/their own cost all internal repairs to the said flat and maintain the flat in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the flat is situated or the flat which may be contrary to the rules and regulations and bye-laws of the Mira Bhayander Municipal Corporation or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the Mira Bhayander Municipal Corporation and/or other public authority.
- iv. Not to demolish or cause to be demolished the flat or any part thereof nor at any time make or cause to be made any addition or alteration of whatever nature in or to the flat or any part thereof nor any alteration in the elevation and outside colour scheme of the building in which the flat is situated and shall keep the portion, sewers drains and pipes in the flat and the appurtenances thereto in good tenable repair and condition and in particular so as to support shelter and protect the other parts of the building in which the flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the flat without prior written permission of the Promoter and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or avoidable any insurance of the project land and the building in which the flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said flat in the compound or any portion of the project land and the building in which the flat is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter his share of security deposit demanded by the Mira Bhayander Municipal Corporation or Government or giving water, electricity or any other service connection to the building in which the flat is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies if any, which are imposed by the Mira Bhayander Municipal Corporation and/or Government and/or other public authority on account of change of user of the flat by the Allottee for any purposes other than for purpose for which it is sold.
- ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this agreement or part with the possession of the flat until all the dues payable by the Allottee to the Promoter under this agreement are fully paid up.
- x. The Allottee shall observe and perform all the rules and regulations which the Society or Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the flats therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe

and perform all the stipulations and conditions lay down by the Society/Limited Company/ Apex Body/ Federation regarding the occupancy and use of the flat in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this agreement.

- xi. Till a conveyance of the structure of the building in which the flat is situated is executed in favour of the Society/Limited Company, the Allottee shall permit the Promoter and their surveyors and agents with or without, workmen and others at all reasonable times to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.
- xii. Till conveyance of the project land on which the building in which the flat is situated is executed in favour Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

17. The Promoter shall maintain a separate account in respect of sum received by the Promoter from the Allottee as advance or deposit sums received on account of the share capital for the promotion of the Co-operative Society or Association or Company or towards the outgoings, legal charges and shall utilize the amounts only for the purpose for which they have been received.

18. Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said flat or of the said property and building or any part thereof. The Allottee shall have no claim save and except in

respect of the flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body/Federation as hereinbefore mentioned.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this agreement, he/she/they shall not mortgage or create a charge on the flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such flat.

20. BINDING EFFECT;

Forwarding this agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this agreement with all the schedules along with the payments due as stipulated secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee/s fails to execute and deliver to the Promoter this agreement within thirty days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default which if not rectified within fifteen days from the date of its receipt by the Allottee, an application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT;

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

22. RIGHT TO AMEND;

This agreement may only be amended through written consent of the parties.

23. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/ SUBSEQUENT ALLOTTEES:

It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the project shall equally be applicable to and enforceable against any subsequent Allottees of the flat in case of transfer as the said obligations go along with the flat for all intents and purposes.

24. SEVERABILITY:

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

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

Whenever in this agreement it is stipulated that the Allottee has to make any payment in common with other Allottee/s in project, the same shall be in proportion to the carpet area of the flat to the total carpet area of all the flat in the project.

26. FURTHER ASSURANCES:

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

27. PLACE OF EXECUTION;

The execution of this agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's office or at some other place which may be mutually agreed between the Promoter and the Allottee and after the agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution, the said agreement shall be registered at the office of the Sub-Registrar. Hence, this agreement shall be deemed to have been executed at _____.

28. The Allottee and/or the Promoter shall present this agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limited prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

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

Promoter Name : M/s. ARISTINE BUILDERS
Address of the Promoter : Building No. 1, White Lotus, Commercial Building, Near Orange Hospital Indralok, Mira Bhayander, Thane.
Notified Email ID :
Name of the Allottee
Allottee's Address
Notified Email ID

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

30. **JOINT ALLOTTEES :**

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

31. Stamp duty and Registration: The charges towards stamp duty and registration of this agreement shall be borne by the Allottees.

32. Dispute Resolution: Any dispute between the parties shall be settled amicably. In case of failure to settle the dispute

amicably, which shall be referred to the Maharashtra Real Estate Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations thereunder.

33. GOVERNING LAW:

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

IN WITNESS WHEREOF the parties hereinabove named have set their respective hands and signed this agreement for sale at (city/town name) in the presence of attesting witness, signing as such on the day first above written.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THOSE pieces and parcels of following land, situate, lying and being at Village Navghar, Bhayander (East), Taluka and District Thane, in the Registration District and Sub-District of Thane, now within the limits of Mira Bhayandar Municipal Corporation, Taluka and District Thane.

Sr. Nos.	Old Survey Nos.	New Survey Nos.	Hissa Nos.	Area in sq.meters
1.	425	100	9	3960.00
2.	425	100	6	1090.00
3.	422	103	2	1770.00
4.	424	104	3	2910.00
5.	424	104	4	2830.00
6.	425	100	10	530.00
7.	425	100	11	510.00

SECOND SCHEDULE ABOVE REFERRED TO

Flat No. _____, admeasuring _____ on the _____ floor in Building known as _____ to be constructed on the said property as described in the First Schedule hereinabove written.

SIGNED, SEALED AND DELIVERED)

by the with named "ALLOTTEE")
(including joint buyers))

1) Shri _____)

2) Shri _____)

At _____ on _____)

in the presence of WITNESSES :)

1. Name _____)

Signature _____)

2. Name _____)

Signature _____)

Please affix
photograph and
sign across the
photograph.

SIGNED, SEALED AND DELIVERED)

by the with named "PROMOTER")

1) Shri _____)

2) Shri _____)

At _____ on _____)

Please affix
photograph and
sign across the
photograph.

(Authorized Signatory) WITNESSES:)

1. Name _____)

Signature _____)

2. Name _____)

Signature _____)

RECEIPT

Received of and from the Allottee above named, the sum of
Rs. _____ /- (Rupees _____ Only)
by Cheque/RTGS/Pay Order bearing No. _____ dated
_____ drawn on _____
Branch on execution of this agreement towards Earnest Deposit
Money or Application Fee on this _____ day of _____ 200 _____,

Rs. _____/-
WE SAY RECEIVED

for M/s. ARISTONE BUILDERS
(PROMOTER)

WITNESS :

- 1.
- 2.