

ALLOTMENT LETTER

To,

REF: Allotment of ____ BHK, Flat No. _____, Wing ____, Floor ____ in our Project “WISTERIA RESIDENCY” on plot bearing CTS no. 3138 to 3145, 3146, 3146/1 to 12, 3147, 3150, 3150/1 to 9, 3151, 3151/1 to 6 and 3155 of Village Kolkalyan, situated at Rajendra Kamble Road, Yashwant Nagar, Vakola, Santacruz (E), Mumbai 400055.

Madam/Sir,

We have allotted you ____ BHK, Flat No. _____, Wing __ on _____ floor having Rera Carpet area of _____ sq. ft. in the above mentioned project for total consideration of Rs. _____ (Rupees _____).

We confirm that we have received Rs. _____ (Rupees _____) as a Booking payment towards the same with following details:

Sr.	DATE	CHQ No:	BANK NAME	AMOUNT
1				
2				

You have to make the Balance Payment of Rs. _____ (Rupees _____) as per the payment Schedule attached and other charges as mentioned in the Sale – Agreement along with Society maintenance Charges.

In addition to the above you have to pay Govt. Taxes., Duty, Cess, GST, Stamp duty, Registration Charges, etc on the said flat.

Immediately after the execution of Sale Agreement and registration between us, this allotment letter shall have no effect and will be treated as null and void.

Thanking You.

For Vaibhav Realtors,

Partner

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Mumbai on this _____ day of _____ in the Christian Year Two Thousand and _____

BETWEEN

VAIBHAV REALTORS, a Partnership firm, registered under the provisions of the Partnership Act, 1932, having its office address at Office No. 8, 1st Floor, 9, Malharraowadi, Dadiseth Agiary Lane, Kalbadevi, Mumbai - 400 002, hereinafter referred to as the “**Promoter**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partner or partners of the said firm of Vaibhav Realtors, and the heirs, legal representatives, executors and administrators, of its last surviving partner, or their successors and assigns) of the ONE PART;

AND

SHRI/SMT./KUM./MESSRS. _____
of Mumbai, Indian Inhabitant/s, residing at / having address at _____

hereinafter referred to as the “**Allottee/s**” (which expression shall mean and include his / her/ their respective heirs, executors, administrators and assigns) of the OTHER PART;

WHEREAS:

- A. One Shri Shanker Sarin, who carried on business as Builders and Contractors, had constructed a building known as Shankarlok Building on land situate, lying and being at Vakola, Village Kolkalyan, Santacruz (East), Mumbai, within the Registration District and Sub-District of Mumbai City and Suburban and registered in the books of the Collector of Land Revenue and as per the Property Card admeasuring about 1625.30 sq. mtrs. corresponding to CTS No. 3138 to 3145, 3146, 3146/1 to 12, 3147, 3150, 3150/1 to 9, 3151, 3151/1 to 6 of Village Kolkalyan (hereinafter referred to as the “said Land”);
- B. The said land was not having proper access from the Municipal Road. The said Shanker Sarin had pursuant to an Agreement dated August 29, 1981, entered into by between the adjoining plot Promoter (1) Shri Salim Gani Gaud and (2) Badruddin Hussain Gaud, therein referred to as the Party of the First Part and Shanker Sarin, therein referred to as the Party of the Second Part, acquired a strip 20 ft. wide of Right of Way to the said Land. The said Right of Way is part

of CTS No. 3201/20 to 60 and CTS No.3155 of Village Kolekalyan. The Agreement dated 29th August 1981 has been registered under Sr. No. BOM/B/1820/9 of 1981;

- C. On the said Land there is one building known as Shankarlok building, one Catherine Chawl No-1 and another Catherine Chawl No. 2;
- D. On account of the default in making payments to the Municipal Corporation of Greater Mumbai of assessment taxes, the Municipal Corporation of Greater Mumbai had issued notice for the auction of the said property along with the structures standing thereon for the recovery of taxes. The Municipal Corporation of Greater Mumbai had therefore issued a warrant of attachment dated August 27, 1992 under Section 203 and 207 A(3) of the Bombay Municipal Corporation Act, and subsequently the said property along with the structures was sold by public auction on July 28, 1994 unto and in favour of (1) Shri Ashok Prabhakar Mastakar (2) Smt. Hemlata Ashok Mastakar and (3) Sarika Ashok Mastakar, pursuant to which the Certificate of Sale dated December 14, 1994 was executed in favour of (1) Shri Ashok Prabhakar Mastakar (2) Smt. Hemlata Ashok Mastakar and (3) Sarika Ashok Mastakar. The said Certificate of Sale is registered with the Sub-Registrar of Assurances, Mumbai under Serial No. BBJ/2529 of 1994;
- E. By and under a Conveyance dated 29th June 2015 (1) Shri Ashok Prabhakar Mastakar (2) Smt. Hemlata Ashok Mastakar and (3) Sarika Ashok Mastakar the Vendors therein sold, transferred and conveyed to M/s. Vaibhav Realtors all that piece or parcel of land together with the then Proposed Building “Shankarlok” and 2 chawls standing thereon, situate, lying and being at Vakola, Village Kolekalyan, Santacruz (East), Mumbai, within the Registration District and Sub-District of Mumbai City and Suburban and registered in the books of the Collector of Land Revenue and as per the Property Card admeasuring about 1625.30 sq. mtrs. corresponding to CTS No. 3138 to 3145, 3146, 3146/1 to 12, 3147, 3150, 3150/1 to 9, 3151, 3151/1 to 6 of Village Kolekalyan and in the books of the Assessor and Collector, the Municipal Rates and Taxes under H/E Ward No. 7288 (1A) and (1AA), 7288 (1B), (1C), 7363 (5), (5A) at Kolekalyan hereinafter referred to as **“the said First property”** and is more particularly described in the First Schedule hereunder written for the consideration and on the terms and conditions mentioned therein;
- F. The Promoter herein are thus seized and possessed of and/or otherwise well and sufficiently entitled to the said First property more particularly described in the First Schedule hereunder written, however subject to the rights of the occupants on the said property;

- G. By and under a Conveyance dated 25th June 2013 (1) Mr. Salim Gani Goud having business at 101, Savitri Sadan, Near Vakola Masjid, St. Anthony Street, Santacruz (E), Mumbai – 400055 and the heirs of Mr. Badruddin Hussain Goud (since deceased) as under (1) Mrs. Mumtaz Badruddin Goud w/o late Mr. Badruddin Hussain Goud and their three sons and two daughters (2) Mr. Sajid Badruddin Goud (3) Mr. Abid Badruddin Goud (4) Mr. Aamir Badruddin Goud (5) Mrs. Parveen Ali Khokhar and (6) Ms. Kulsum Badruddin Goud, adults, Indian Inhabitants of Mumbai residing at Mohalla Teliyan ka, Outside Bissau Gate, Post Ramgarh-Shekhawati, Dist-Sikar, Rajasthan, therein referred to as the Vendors sold, transferred and conveyed to M/s. Vaibhav Realtors the Purchaser therein all that piece or parcel of land along with structure viz. Yasmin Apartment standing thereon bearing Survey No. 348, Hissa No-8, C.T.S. No. 3155, admeasuring about 311.50 square meters, situate at Revenue Village KoleKalyan, Taluka Andheri, Mumbai Suburban District, bearing Assessment Ward No. H/E 7330 (hereinafter referred to as **“the said Second property”** and is more particularly described in the Second Schedule hereunder written) for the consideration and on the terms and condition mentioned therein. There are 9 Flat holders who will be provided permanent alternate accommodation in the proposed new building to be constructed on the Project Land mentioned herein below;
- H. In the circumstances, the Promoter herein are thus seized and possessed of and/or otherwise well and sufficiently entitled to the said First property more particularly described in the First Schedule written and also to the said Second property more particularly described in the Second Schedule hereunder written. The said First Property more particularly described in the First Schedule hereinafter written and the said Second property more particularly described in the Second Schedule hereinafter written constitutes the property more particularly described in the Third Schedule hereunder written and is hereinafter referred to as **“the Project Land”**;
- I. The Promoter are accordingly, seized and possessed of and/or otherwise well and sufficiently entitled to the Project Land more particularly described in the Third Schedule herein written as the Promoter thereof, subject to the Ownership/Tenancy/ occupancy/claims of persons who were occupying the structures then standing on the Project Land;
- J. The Promoter proposes to carry out redevelopment of the Project Land and for the purpose of such redevelopment, the Promoter proposes to sub-divide and/or amalgamate the various plots adjacent and contiguous to the Project Land and construct a new multi-storied building thereon in accordance with (i) the plans, designs and specifications sanctioned by the Slum Rehabilitation Authority being the concerned planning authority (hereinafter referred to as **“the Planning Authority”**) and (ii) the scheme of redevelopment of the Project

Land as envisaged by the Promoter and the amendments thereto from time to time as may be proposed by the Promoter;

- K. The Promoter being desirous of undertaking the redevelopment of the Project Land by constructing a new building on the Project Land comprising of 7 upper floors having 3 wings with Stilt and Pit parking (hereinafter referred to as “**the Proposed Building**”), as per proposed SRA Scheme on Slum Plot under Section 33/10 and Non-Slum Plot under Section 33(14)D which are approved as under:

- i) Letter of Intent bearing number SRA/ENG/2902/HE/PL/LOI dated August 10, 2018;
- ii) Intimation of Approval bearing number HE/PVT/0008/20170112/S1 dated August 21, 2018 (for free sale component);
- iii) Intimation of Approval bearing number HE/PVT/0008/20170112/R2 dated August 21, 2018 (for rehab component);
- iv) Commencement Certificate Dated 1st March, 2019 for Rehab Building No.02.
- v) Commencement Certificate Dated 13th June, 2019 for Sale Bldg.No.01 and further plans that may be sanctioned by the concerned Planning Authorities by utilizing the entire Floor Space Index (hereinafter referred to as “**FSI**”) including compensatory fungible FSI as available for consumption on the Project Land including any adjoining plots (if available for consumption by the Promoter on the Project Land) including by way of loading Transferable Development Rights (hereinafter referred to as “**TDR**”) and by other type of FSI as may be available for consumption by surrender of any portion of the Project Land to the concerned authorities or by payment of premium to the Government of Maharashtra or any concerned authorities, to the maximum extent permissible under the Development Control Regulations for Greater Mumbai, 1991 or the newly sanctioned DCPR 2034 at their own cost and expenses, with an ultimate intent to consume and utilize the entire development potential of the Project Land, in the course of construction of the Proposed Building thereon. The term ‘DCR 1991 / DCPR 2034’, wherever the same appears hereinafter shall imply all statutory modifications or re-enactments thereof. Thus, in the course of construction of the Proposed Building on the Project Land the Promoter would be utilizing and exploiting the maximum development potential available for consumption under Applicable Laws including inter alia;

- i. Entire development potential available for consumption on the Project Land by way of inherent floor space index emanating in the form of base land FSI, which can be consumed free of costs thereon;
- ii. Entire development potential available for consumption on the said Land by acquiring/loading the maximum permissible FSI on payment of premium to the Government of Maharashtra and the

Municipal Corporation of Greater Mumbai or any other statutory authorities in accordance with Regulations of DCR 1991/ DCPR 2034 including Slum Development benefits under Section 33(10), and under Section 33(14)D or whichever is applicable thereof;

- iii. Entire development potential available for consumption on the said Land by way of loading TDR thereon or by acquiring/loading the maximum permissible fungible FSI in accordance with Regulations under DCR 1991 / DCPR 2034;

- L. The Promoter has entered into an agreement with Architects M/s. Aakar Architects, having its address at 607, Ghanshyam Enclave, Link Road, Lalji Pada, Kandivali (West) Mumbai-400 067, who is registered with the Council of Architects;
- M. The Promoter has appointed a Structural Engineer, M/s. Joshi Consultants having its address at 2/2, Bina Shopping Centre, Sir M.V.Road, Andheri (East) Mumbai-400 053, for the preparation of the structural design and drawings of the Proposed Building/s;
- N. The Promoter has sole and exclusive right to sell the Flats in the Proposed Building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Flats to receive the sale consideration in respect thereof;
- O. On demand from the Allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects M/s. Aakar Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 ("**RER Act**") and the Rules and Regulations made there under;
- P. The authenticated copies of Certificate of Title dated _____ issued by Advocate _____ of the Promoter, authenticated copies of Property Card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Flats are constructed or are to be constructed have been annexed hereto and marked as **Annexure 'A' and 'B'**, respectively;
- Q. The authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the Proposed Buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **Annexure C**;

- R. The authenticated copies of the plans and specifications of the Flat agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed and marked as **Annexure D**;
- S. The Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the Proposed Building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the Proposed Buildings;
- T. While sanctioning the said plans the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the Proposed Buildings and upon due observance and performance of which only the Completion or Occupancy Certificate in respect of the Proposed Building/s shall be granted by the concerned local authority;
- U. The Promoter has accordingly commenced construction of the Proposed Building in accordance with the said proposed plans;
- V. The Allottee/s has applied to the Promoter for allotment of a Flat No. _____ on _____ Floor ("**Flat**") in Wing "_____" situated in the Proposed Building being constructed on the said Project Land, the Carpet area of the said Flat is _____ square 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 to the said Flat for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the Flat;
- W. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- X. Prior to the execution of these presents the Allottee/s has/have paid to the Promoter a sum of Rs. _____/- (Rupees _____ only) being part payment of the sale consideration of the Flat agreed to be sold by the Promoter to the Allottee/s as advance payment or Application Fee (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee/s has/have agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing;

- Y. The Promoter have registered the project named as “WISTERIA RESIDENCY”(“**the Project**”), as a “real estate project” as defined in the RER Act with the Real Estate Regulatory Authority at Mumbai bearing Registration No. _____. The authenticated copy of the RERA Certificate for the Project is annexed hereto and marked as **Annexure ‘ _____’**.
- Z. Under Section 13 of the RER Act the Promoter is required to execute a written Agreement for sale of said Flat with the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.
- AA. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee/s hereby agrees to purchase the Flat.

NOW IT IS HEREBY AGREED, BY AND BETWEEN THE PARTIES AS FOLLOWS: -

1. The Promoter shall construct the Proposed Building/s consisting of 3 Wings having 7 Upper Floors with Pit and Stilt Parking on the Project Land in accordance with the plans, designs and specification as approved by the concerned local authority from time to time. A Slum Rehab building consisting of Pit and Stilt Parking having 7 Upper Floors will also be constructed on the Project Land.

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

1 (a) (i) The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s Flat No._____ of carpet area admeasuring _____ sq. metres on _____ floor of Wing _____ in the Proposed Building (hereinafter referred to as the “**Flat**”) as shown in the Floor plan thereof hereto annexed and marked Annexure _____for the consideration of Rs. _____/- including the proportionate price of the common areas and facilities appurtenant to the premises, the nature extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (the price of the Flat including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

(ii) The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s covered parking space bearing No._____being constructed in the layout for the consideration of Rs. _____/-.

- 1 (b) The Total aggregate consideration amount for the Flat including covered parking space is thus Rs. _____/- (Rupees.....
....Only)
- 1 (c) (i) The Allottee/s has/have paid on or before execution of this agreement a sum of Rs. _____/- (Rupees _____
(Rupees _____ Only)
(being 10% of the total consideration) as advance payment or application fees and hereby agrees to pay to the Promoter the balance amount of Rs. _____/- (Rupees. _____
_____ only) in the following manner:-
- (ii) Rs. _____/- (Rupees _____)
(being 20% of the total consideration) to be paid to the Promoter on execution of this Agreement;
- (iii) Rs. _____/- (Rupees _____)
(being 15% of the total consideration) to be paid to the Promoter on completion of plinth;
- (iv) Rs. _____/- (Rupees _____)
(being 3% of the total consideration) to be paid to the Promoter on completion of First Slab;
- (v) Rs. _____/- (Rupees _____)
(being 3% of the total consideration) to be paid to the Promoter on completion of Second Slab;
- (vi) Rs. _____/- (Rupees _____)
(being 3% of the total consideration) to be paid to the Promoter on completion of Third Slab;
- (vii) Rs. _____/- (Rupees _____)
(being 3% of the total consideration) to be paid to the Promoter on completion of Fourth Slab;
- (viii) Rs. _____/- (Rupees _____)
(being 4% of the total consideration) to be paid to the Promoter on completion of Fifth Slab;
- (ix) Rs. _____/- (Rupees _____)
(being 3% of the total consideration) to be paid to the Promoter on completion of Sixth Slab;
- (x) Rs. _____/- (Rupees _____)
(being 3% of the total consideration) to be paid to the Promoter on completion of Seventh Slab;
- (xi) Rs. _____/- (Rupees _____)
(being 3% of the total consideration) to be paid to the Promoter on completion of Eighth Slab;

- (xii) Rs. _____/- (Rupees _____)
(being 5% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, staircases, lift well upto the floor level of the said Flat;
 - (xiii) Rs. _____/- (Rupees _____)
(being 10% of the total consideration) to be paid to the Promoter on completion of external plaster, plumbing, lobbies and elevation;
 - (xiv) Rs. _____/- (Rupees _____)
(being 5% of the total consideration) to be paid to the Promoter on completion of the flooring, doors and windows, sanitary fittings of the said Flat;
 - (xv) Rs. _____/- (Rupees _____)
(being 5% of the total consideration) to be paid to the Promoter on completion of the lift, water pumps, electrical fittings, entrance lobby, terrace with water proofing, paving area and all other environmental requirements;
 - (xvi) Rs. _____/- (Rupees _____)
(5% being the balance of the total consideration) to be paid to the Promoter at the time of the Promoter handing over possession of the said Flat;
- 1 (d) The Total Price above excludes Taxes (consisting of Tax paid or payable by the Promoter by way of General Service Tax, or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Flat.
- 1 (e) The Allottee/s agree/s and undertake/s to pay to the Promoter the purchase price in instalments strictly in accordance with the schedule of payment set out hereinabove within 15 (fifteen) days from the date of a written demand being made by the Promoter. All payments should be made by cheques and or Pay Orders and/or Demand Drafts drawn in favour of the Promoter or if directed by the Promoter by direct bank transfer/RTGS deposited by the Allottee/s in the Promoter's Bank Account along with the applicable taxes thereon subject to deduction of applicable TDS. As per the Income Tax Act, 1961, TDS is presently 1% (one percent) of each instalment to be paid to the Promoter, which TDS will be deducted by the Allottee/s and remitted in the Government account in accordance with the provisions of Income Tax Act, 1961.

The Allottee/s agree/s and undertake/s to deliver to the Promoter an original TDS Certificate by the expiry of 7 (seven) days from the date of each payment of TDS made by the Allottee/s.

- 1(f) The Total Price is escalation-free, save and except escalation/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued to the Allottee/s, which shall only be applicable on subsequent payments.
- 1 (g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the Proposed 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 3 (three) per cent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the payment plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1 (a) of this Agreement.
- 1(h) The Allottee/s 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/s undertake/s not to object/demand/direct the Promoter to adjust his/her payments in any manner.

2. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulation and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat to the

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

3. The Promoter hereby declares that the Floor space Index available as on date in respect of the Project Land is by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has agreed that the Floor Space Index as proposed to be utilized by him on the Project Land in the said Project and Allottee/s has agreed to purchase the said Flat based on the proposed construction and sale of Flats to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

3.1 The Allottee/s hereby consent to the Promoter/s using and utilizing the present Development Potential of the Project Land and as may be available under the provisions of the Development Control Regulations for Greater Mumbai including any Govt. Order/Notification and amendments to the Development Control Regulations for Greater Mumbai and further consents to the Promoter/s submitting/proposing further construction by amending the Plans without affecting the Flat agreed to be purchased by him/her/them.

3.2 It is agreed by and between the Promoters and the Allottee/s that this being an SRA Scheme, therefore, in the event the Promoter are unable to utilize the Full Permissible FSI on the Project Land, the Promoter have to take / avail the Transferable Development Right (TDR) in lieu of un-utilised Permissible FSI, the Promoter shall avail and receive such TDR in their own name and the same shall solely and exclusively belong to the Promoter and they shall be entitled to utilize the same in their any other Project and/or sell the same in the open market and receive the consideration for sale of the same at any stage including after the formation and registration of a Co-operative Society of the Allottee/s after obtaining of the Occupation Certificate and Transfer of the Project Land and the Proposed Building to the Society.

4.1 The Allottee/s agree/s to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Promoter.

4.2 Without prejudice to the right of the Promoter to charge interest In terms of sub-clause 4.1 above, on the Allottee/s committing default in payment on

due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned Local Authority(s) and other outgoings) and on the Allottee/s committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement.

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee/s, by Registered Post AD at the address provided by the Allottee/s and mail at the email address provided by the Allottee/s, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this agreement as aforesaid, the Promoter shall refund to the Allottee/s without any interest (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Flat which may till then have been paid by the Allottee/s to the Promoter. The Promoter is not liable to refund any charges paid by the allottee to any government body as taxes or otherwise.

5. The fixtures and fittings with regards to the flooring and sanitary fittings and amenities like one or more to be provided by the Promoter in the Proposed Building and the Flat as are set out in **Annexure 'E'** annexed hereto.
6. The Promoter shall give possession of the Flat to the Allottee/s on or before _____ day of _____ 20____

Notwithstanding anything herein contained, the Promoter shall not be responsible for any breach or non-performance or of any of the terms and conditions of this Agreement if such breach, delay or non-performance is occasioned by a Force Majeure event. In the event of a Force Majeure event/s causing a failure or delay in compliance with the performance of any obligation by the Promoter under this Agreement, then and in such an event, the period allowed for the compliance of performance by the Promoter of such obligation in case of Force Majeure shall be extended by the period of existence of any such event of Force Majeure. For the purposes of this Agreement the term “**Force Majeure**” shall mean any reasons or circumstances beyond the control of the Promoter including without limitation to the following:

1. Any conditions beyond the reasonable control of the Promoter, including acts of God like earthquake, perils of the sea or air, fire, flood, or any drought, explosion, sabotage etc.
2. If there are riots, bandhs, strikes and/or labour unrest, non availability and in consequence whereof the construction of the Proposed Building in which the Proposed Flat is situate is adversely affected;
3. Geological, subsurface ground conditions, financial turmoil, as a result of which construction, development on the said Larger Property or the construction of the Proposed Building in which the Proposed Flat is situate is delayed or is no longer financially or technically viable;
4. Disruptions, challenges and placement of legal and traditional impediments by third parties notwithstanding the granting of any and all approvals by the concerned authorities of in consequence whereof the construction of the Proposed Building in which the Proposed Flat is situated is adversely affected;
5. Delays by the concerned authorities in grant of any permissions as envisaged herein for the purpose of the development of the Larger Property or the construction of the Proposed Building in which the Proposed Flat;
6. By reason of war, civil commotion, acts of criminals or of public enemy, insurrection, blockade, embargo terrorism, etc. in consequence whereof the construction of the Proposed Building in which the Proposed Flat is situate is adversely affected; and
7. As a result of any embargo, Notice, Order, Rule or Notification of the Government and/or other public body or authority or of the Court and/or any Act or Ordinance in consequence whereof the construction of the Proposed Building in which the Proposed Flat is situated is adversely affected.

7.1 **Procedure for taking possession:-** The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee/s as per the agreement shall offer in writing the possession of the Flat, to the Allottee/s in terms of this Agreement. The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoter or association of Allottee/s, as the case may be.

7.2 The Allottee/s shall take possession of the Flat withing 15 days of the written notice from the Promoter to the Allottee/s intimating that the said Flat is ready for use and occupancy;

7.3 **Failure of Allottee/s to take Possession of Flat:** Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee/s shall take

possession of the Flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Flat to the Allottee/s. In case the Allottee/s fails to take possession within the time provided in clause 7.2 such Allottee/s shall continue to be liable to pay maintenance charges as applicable.

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

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

9. The Allottee/s along with other Allottee/s(s)s of Flats in the Proposed Building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee/s, so as to enable the Promoter to register the common organization of Allottee/s. No objection shall be taken by the Allottee/s if any; changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

- 9.1. The Society / Association / Limited Company as the case may be, if required by the Registrar of Co-operative Society / Registrar of Company admit the Promoter as member / shareholder in respect of each of unsold Flat and issue separate share certificate for each Flat in the name of the Promoter.
- 9.2. In the event of the Promoter being admitted as member for unsold Flat and issuance of share certificate/s and on the Promoter selling one or more of the Flats, the Society / Limited Company shall admit the transferee / purchaser of each of the said unsold Flats as member of the Society / Shareholder of Limited Company and transfer the Shares in favour of the purchasers/ transferee/s

without claiming and/or receiving any amount as and by way of transfer fees / donation.

- 9.3. After 15 days notice in writing is given by the Promoter to the Allottee/s that the Flat is ready for use and occupation, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) of outgoings in respect of the Project Land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project Land and building/s. Until the Society or Limited Company is formed and the said structure of the Proposed Building/s or wings is transferred to it, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee/s further agrees that till the Allottee/s share is so determined the Allottee/s shall pay to the Promoter provisional monthly contribution of Rs._____-/- per month towards the outgoings for a period of 18 months in advance at the time of possession of the said flat. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the Proposed Building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance being executed for the structure of the Proposed Building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.
10. The Allottee/s shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :
- (i) Rs. for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
 - (ii) Rs. for formation and registration of the Society or Limited Company/Federation/ Apex body.
 - (iii) Rs..... For Deposit towards Water, Electric, and other utility and services connection charges &
 - (iv) Rs.....Development and infrastructure charges.
 - (v) Rs.....Legal Charges.
11. At the time of registration of conveyance or Lease of the structure of the Proposed Building or wing of the Proposed Building, the Allottee/s shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the Proposed Building /wing of the Proposed Building. At the time of registration of conveyance or Lease of the Project Land, the Allottee/s shall pay to the

Promoter, the Allottees share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

12. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee/s 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 Certificate;
- (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 Certificate;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, Project Land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, Building/wing and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s 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 Allottee/s under this Agreement, The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat to the Allottee/s in the manner contemplated in this Agreement;
- (viii) At the time of execution of the conveyance deed of the structure to the association of Allottee/s the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee/s;

- (ix) The Promoter has duly paid and shall continue to pay and discharge undisputed government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
 - (x) 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 Certificate.
13. The Allottee/s for himself/herself/themselves with intention to bring all persons into whosoever hands the Flat may come, hereby covenants with the Promoter as follows:
- (i) Not to prevent or obstruct the Promoter their advertising, marketing, booking, selling or offering to sell or allot to any prospective person or purchaser/s allot any Flat in the Proposed Building which is still not sold or allotted and not to prevent or obstruct entry of the Promoter, their employees, agents / real estate agents from entering the Project Land and the Proposed Building and the common areas of the Proposed Building so as to sell unsold Flats in the said Project and/or to discharge his / their obligations under sub-section (iii) of Section 14 of the RER Act.
 - (ii) To maintain the Flat at the Allottee/s' own cost in good and tenantable repair and condition from the date of possession of the Flat is taken and shall not do or suffer to be done anything in or to the Proposed Building in which the Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the Proposed Building in which the Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.
 - (iii) 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 Proposed 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 Proposed Building in which the Flat is situated, including entrances of the Proposed Building in which the Flat is situated and in case any damage is caused to the Proposed Building in which the Flat is situated or the Flat on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.
 - (iv) To carry out at his/her/their own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the Proposed Building in which the Flat is situated or the Flat

which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- (v) 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 color scheme of the Proposed Building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Proposed Building in which the Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat without the prior written permission of the Promoter and/or the Society or the Limited Company.
- (vi) 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 Proposed Building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (vii) 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 Proposed Building in which the Flat is situated.
- (viii) Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the Proposed Building in which the Flat is situated.
- (ix) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat by the Allottee/s for any purposes other than for purpose for which it is sold. The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up.
- (x) The Allottee/s shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Proposed Building and the Flats therein and for the observance and performance of the Proposed Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding

- the occupancy and use of the Flat in the Proposed 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) The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit 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.
- (xii) Till a conveyance of the structure of the Proposed Building in which Flat is situated is executed in favour of Society/Limited Society, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Proposed Buildings or any part thereof to view and examine the state and condition thereof.
14. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the outgoings and shall utilize the amounts only for the purposes for which they have been received.
15. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flats or of the said Plot and Building or any part thereof. The Allottee/s 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 Proposed 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.
- 16. MORTGAGE OR CREATION OF CHARGE**
- The Promoter proposes to avail of financial assistance, including any construction/corporate loans, infrastructure loans, from bank/s, financial institutions, and /or person/s against security of the Project Land which may be, mortgaged or charged to such banks and/or financial institutions and/or other persons as security for repayment of the financial assistance taken from them. The Promoter agrees that, on or prior to the Date of Offer of Possession, the Promoter shall obtain a letter releasing mortgage or charge of such bank/s and or financial institution and/or person/s, over the Flat alone, enabling the Promoter to complete the allotment and sale thereof to the Allottee/s, free of the same. However such mortgage or charge shall not affect the right and interest of the Allottee/s who has taken or agreed to take such Flat.

17. BINDING EFFECT

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

18. ENTIRE AGREEMENT

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

19. RIGHT TO AMEND

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

20. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/S / SUBSEQUENT ALLOTTEE/S

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee/s of the Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

21. The Promoter have informed the “Allottee/s” and the “Allottee/s” hereby acknowledges, agrees, confirms and declares or otherwise empower and authorise the Promoter as follows:

- (i) In order to facilitate the further development/redevelopment of the Project Land and to exploit and consume the full development potential of the said Project Land as recited above, the Promoter shall be entitled to sub-divide and/or amalgamate the said Project Land with any other adjoining plot/s and/or after the sub division, once again re-amalgamate the Project Land with any other adjoining plot/s and/or from time to time, apply for and obtain amended or revised approved

plans and other incidental permissions from the concerned Planning Authorities and/or seek and obtain any modification and/or alteration and/or change in the approved plans, including to do such further acts, as may be necessary **PROVIDED** that the area of the Proposed Flat to be allotted to the “Allottee/s” shall not be reduced.

- (ii) It shall be at the sole discretion of the Promoter to form either a co-operative society or a limited company or a condominium or any other body of premises holders as is permissible to be formed/incorporated and the Promoter may in their sole discretion also be entitled to submit the Proposed Building to the provisions of the Maharashtra Apartment Ownership Act, 1970 and the Rules framed there under.
- (iii) It shall be at the discretion of the Promoter either to have wing-wise or building-wise separate Proposed Organizations in respect of the Proposed Building. Pending the formation and registration of the Proposed Organizations, the Promoter shall be entitled at its sole discretion to form an ad-hoc association for the general upkeep and maintenance of the common areas and amenities in the Proposed Building. However, in the event if such Proposed Organizations or ad-hoc associations are formed by the Promote, the same shall be only for the management and maintenance of the common areas in the Proposed Building and not for the purpose of conveying the title in respect of any of the Proposed Building or any part of the Project Land.

22. The title of the Project Land or the part thereof and the Proposed Building will be conveyed by the Promoter in favour of the proposed organisation only after the expiry of a period of 6 months after:

- (a) the date on which Occupation Certificate will be granted by the Concerned Authority
- (b) the full potential of the said Project Land is utilized to the maximum extent in the manner recited above;
- (c) the entire development and the construction of all the Proposed Building is completed by the Promoter on the said Project Land by utilizing the full FSI, TDR and other benefits;
- (d) all the units/premises comprised in the Proposed Building/s to be constructed on the said Project Land are sold/alienated by the Promoter ; and
- (e) The total sale proceeds/consideration is received in respect of such sale/alienation, as the case may be.
- (f) The registration of the society or association or limited company as the case maybe.

23. The “Allottee/s” doth hereby declare and confirm that save and except the Proposed Flat agreed to be allotted to the “Allottee/s” in the Proposed Building

to be constructed by the Promoter, all other Flats and premises constructed by the Promoter on the Project Land shall absolutely belong to and vest in the Promoter and they alone are entitled to deal with, allot, sell, grant on lease or license or tenancy basis, mortgage and/or otherwise create third party rights in respect of the same and appropriate the proceeds/premiums/lease rent etc. unto themselves.

- 24.** The “Allottee/s” has/have been informed and is/are aware that the access to the occupants of the Slum Rehab Building, Shankarlok Building occupants, Yasmin Building occupants, Sumangal Building occupants and Pushpa Mangal building occupants is common and the Allottee/s shall have no objection to the occupants of the above buildings using the said access. The entity and/or organization shall jointly use the common access and shall ensure that the common access is permanently and uninterruptedly available to the occupants of the above buildings and the same shall be maintained and managed by the entity and organization formed by the Promoter.
- 25.** The “Allottee/s” shall have no right, title, interest or claim against the Project Land or the Proposed Building or otherwise against the Project Land Promoter save and except in respect of the said Proposed Flat agreed to be the allotted to them. All open spaces, parking facilities, stilts, gardens, lobbies, terraces and other premises/flat and space (including un allotted/unsold flats/premises/units/car parking spaces) will remain the property of the Promoter until the title in respect of the said Project Land and the said Proposed Building/s are conveyed and transferred as per the terms hereof .
- 26.** Until the said proposed Building is conveyed to the proposed Organization the Promoter shall be entitled to the terrace in the said proposed Building which shall include rights to construct additional floor or floors on top of the proposed Building, starting from the said terrace as the base level at any time in future by utilizing any type of FSI including but not limited to TDR or any compensatory fungible FSI or any FSI by payment of premium as aforesaid, now or at anytime hereafter available for consumption on the said Project Land. The Promoter shall be entitled to put the signboard of **“Wisteria Residency”** permanently on the terrace of the said building.
- 27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**
- Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottee/s in the Project, the same shall be in proportion to the carpet area of the Flat to the total carpet area of all the Flats in the Project.

28. 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.

29. 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/s, in after the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai.

30. The Allottee/s shall as required under RERA and (Ownership Act) as applicable, immediately after the execution of this Agreement but in any event, not later than 4 months from the date hereof at the Allottee/s own cost, expenses, present and lodge this Agreement for registration with the office of the Sub-Registrar/ Jt Sub-Registrar of Assurances concerned and admit execution of the same and the Promoter shall admit execution of the same.

31. The Rehab Building shall be conveyed/ leased to the Society of the Rehab Building by the Promoter before/after receipt of Full Occupation Certificate of the project and the Occupants of the Rehab Building shall have the Right of Way from the common access area being part of the Project Land which shall be managed and maintained by the Promoter and/or entity/ organization.

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

Name of Allottee/s _____

(Address) _____

Email ID: _____

Promoter:

M/s **VAIBHAV REALTORS**

Office No. 8, 1st Floor,

9, Malharraowadi, Dadiseth Agiary Lane,

Kalbadevi, Mumbai - 400 002.

Notified Email ID: wisteriahomes@outlook.com

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

33. JOINT ALLOTTEE/S

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

34. STAMP DUTY AND REGISTRATION

All costs, charges and expenses, stamp duty, registration charges, taxes, etc. arising and or payable in respect of all deeds, documents, instruments and writings incidental or related to this agreement and or to be executed in pursuance hereof that is transfer and conveyance of the project and project land including common areas and amenities to the Entity and Organization and all other related and incidental deeds, documents and writings including all costs, charges and expenses for preparing and engrossing the same, professional fees or charges payable to the Promoter's Advocate and Solicitors and towards stamp duty and registration fees shall be proportionately borne and paid by the Allottee/s and other Allottees/ Occupants of the premises in the project. The Promoter shall not be liable to bear and pay any such liabilities or contribute towards the same.

35. DISPUTE RESOLUTION

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Authority as per the provisions of the RER Act, thereunder.

36. 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

All terms & conditions as contained hereunder shall be subject to the provisions of the RERA.

36. PERMANENT ACCOUNT NUMBERS

The Permanent Account Numbers of the parties hereto are as under:

VAIBHAV REALTORS _____

Allottee/s

THE FIRST SCHEDULE ABOVE REFERRED TO

All that piece or parcel of land situate, lying and being at Vakola, Village Kolkalyan, Santacruz (East), Mumbai, within the registration district and sub-district of Mumbai City and Suburban admeasuring about 1625.30 sq. mtrs. corresponding to CTS No. 3138 to 3145, 3146, 3146/1 to 12, 3147, 3150, 3150/1 to 9, 3151, 3151/1 to 6, of Village Kolkalyan and in the books of the Assessor and Collector, the municipal rates and taxes under H/E Ward No. 7288 (1A) and (1AA), 7288 (1B), (1C), 7363 (5), (5A) at Kolkalyan.

THE SECOND SCHEDULE ABOVE REFERRED TO

All that piece of parcel of land along with structures standing thereon Survey No. 348, Hissa No-8, corresponding to C.T.S. No. 3155, Area admeasuring about 311.50 Square Meters, situated at Revenue Village Kolkalyan, Taluka Andheri, Mumbai Suburban District, bearing Assessment Ward No. H/E 7330.

THE THIRD SCHEDULE ABOVE REFERRED TO

{The First Schedule and the Second Schedule constitutes the Third Schedule}

All that piece or parcel of land situate, lying and being at Vakola, Village Kolkalyan, Santacruz (East), Mumbai, within the registration district and sub-district of Mumbai City and Suburban admeasuring about 1936.80 sq. mtrs. corresponding to CTS No. 3138 to 3145, 3146, 3146/1 to 12, 3147, 3150, 3150/1 to 9, 3151, 3151/1 to 6, 3155 of Village Kolkalyan and in the books of the Assessor and Collector, the municipal rates and taxes under H/E Ward No. 7288 (1A) and (1AA), 7288 (1B), (1C), 7363 (5), (5A) and H/E 7330 at Kolkalyan.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Description of the said Flat)

All that the proposed Flat bearing No. _____ admeasuring approximately _____ square meters Carpet Area (RERA) that is, approximately _____ square feet Carpet Area (RERA), on _____ habitable Floor in Wing _____ in the Building known as “**Wisteria Residency**”.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(The description of common areas and facilities)

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Mumbai in the presence of attesting witnesses signing as such on the day first above written.

SIGNED AND DELIVERED BY THE)
WITHIN NAMED PROMOTER:)
VAIBHAV REALTORS)
through it Authorised Partner)
Shri _____)
in the presence of)

Name _____

Signature _____

SIGNED AND DELIVERED BY THE)
WITHIN NAMED ALLOTTEE/S:)
(1) _____)
(2) _____)
in the presence of)

Name _____

Signature _____

R E C E I P T

RECEIVED on or before execution hereof, of and from the within named Allottee/s the sum of Rs. _____/- (Rupees _____) vide cheque/draft/Pay Order bearing No. _____ dated _____ drawn on _____ being the booking amount/ part consideration of the purchase price agreed to be paid by the Allottee/s to the Promoter as within mentioned.

Rs. _____/-

Witnesses:

For Vaibhav Realtors

1.

Partner

2.