ALLOTMENT LETTER (DRAFT)

Date :

To,

Sub : Allotment of **Apartment No. [ ]** on **[ ] Floor - wing** building known as **"MAHARASHTRA MANDIR** (महाराष्ट्र मंदिर)"being constructed on the plots of land bearing Survey No.105 (Hissa No. 1/1/2), CTS No. 231A (PART) , 234, 234 (1 to 14) 235, 235 (1 to 6), 236, 236 (1to 7) 1331, 1331 (1 to 10) of Revenue Village Kanjur, Taluka Kurla, District Mumbai Suburban, within the limits of " S " Ward of Municipal Corporation of Greater Mumbai Mumbai - 400 078.

Dear **Sir/Madam,**

1) We thank you for your keen interest shown to purchase **Apartment No.[ ]** on **[ ] Floor in - Wing,** admeasuring **[ ] Sq.Ft. i.e. [ ] Sq mt. Carpet Area** in our above mentioned project named as **"MAHARASHTRA MANDIR** (महाराष्ट्र मंदिर)"

2) Pursuant to your request, we hereby inform you that we are agreeable to reserve the said Apartment for you, subject to you making timely payment as per the payment schedule mentioned in Clause No. 5 herein below and subject to the plans as sanctioned by Slum Rehabilitation Authority/MCGM and subject to the terms and conditions mentioned herein. In the event of any changes as per the Government Rules and Regulations, the revision and the impact thereof on the said Apartment shall be communicated to you.

3) The Sale Consideration for the said **Apartment No.[ ] wing** having **[ ] Sq.Ft. i.e. ([ ] Sq.mt. Carpet Area** is **Rs.[ ).** In addition to the Sale Consideration as above, you shall also be required to pay taxes – Service Tax, Value Added Tax and/or Goods and Service Tax as well as Stamp Duties, Registration Charges thereof. We hereby confirm having received a sum of **Rs.[ )** as a token of your intent to reserve the allotment and **Rs.[ ]/- (Rupees [-]Only)** towards Service/V.A./G.S. Tax. The balance payment shall be paid by you as per the Payment Schedule mentioned in Clause No.5 herein below and the applicable taxes

4) You have made the following representations and on the basis of the same we are agreeable to reserve the said Apartment.

a. You are not prohibited from acquiring the said Apartment under any law or otherwise.

b. You are aware that the carpet area of the said Apartment mentioned herein is approximate and measured on a bare shell basis, which area is also indicated in the approved plans and the actual carpet area of the said Apartment upon completion of construction may vary upto 3% (approx.)

c. You have inspected all the documents and details pertaining to the real estate project to your satisfaction including but not limited to the title/revenue documents in respect of the project land, sanctioned plans, building permissions etc.

We have reserved the said Apartment to you on relying upon the accuracy of the above representations which we consider, and you agree and consent to be an important and integral part of this transaction.

5) Payment Schedule is as below : -

Cost Sheet					
	Personal Details				
	Name				
	Address:-				
	Wing				
	Flat Number				
	Particulars				
	Type Of Flat				**1 BHK**
	Carpet Area (Sq. Ft) (as per RERA Act)				
	Built Up Area (Approximately)				
	Floor				
	Floor Rise Applicable				
	Floor Rise Cost				
	Rate/BUA				
	Car Park				
	Total Agreement Value				
Sr.No.	**Payment Schedule**	**Principle**	**GST**	**TDS**	**(%)**
1	On Booking				
2	On Execution of Agreement				
3	On Completion of Plinth				

4	On Completion of 1st Slab				
5	On Completion of 2nd Slab				
6	On Completion of 3rd Slab				
7	On Completion of 4th Slab				
8	On Completion of 5th Slab				
9	On Completion of 6th Slab				
10	On Completion of 7th Slab				
11	On Completion of 8th Slab				
12	On Completion of 9th Slab				
13	On Completion of 10th Slab				
14	On Completion of 11th Slab				
15	On Completion of 12th Slab				
16	On Completion of 13th Slab				
17	On Completion of 14th Slab				
18	On Completion of 15th Slab				
19	On Completion of 16th Slab				
20	On Completion of 17th Slab				
21	On Completion of 18th Slab				
22	On Completion of 19th Slab				
23	On Completion of 20th Slab				
24	On Completion of 21st Slab				
25	On Completion of 22nd Slab				
30	On Completion of Brickwork of your Apartment				
31	On Completion of Internal Plastering of your Apartment				
32	On Completion of Flooring of your Apartment				
33	On Completion of Doors of your Apartment				
34	On Completion of Window fittings of your Apartment				
35	On Completion of Sanitary Fittings of your Apartment				
36	On Completion of Contruction of Staircase of your apartment floor				
37	On Completion of Lift Wells of your apartment floor				
38	On Completion of Contruction of Lobbies of your apartment floor				
39	On Completion of External Plumbing				
40	On Completion of External Plastering of your apartment				
41	On Completion of Elevation				

	of your apartment floor				
42	On Completion of Terrace with Water Proofing				
43	On Completion of Installation Lifts				
44	On Completion of Installation Water Pumps				
45	On Completion of Electrical Fittings of your apartment				
46	On Completion of Electro, Mechanical & Environmental Requirements				
47	On Possession				
	Grand Total				
	Share Money and Entrance Fees				
	Legal Charges				
	Society Formation Charges				
	12 Month Maintainance Charges				
	Development Charges				
	Water & Electricity Charges				
	Total Possession Charges				
	Stamp Duty @ 6% Approx (as applicable in law)				
	Registration Charges (as applicable in law)				
	Total Registration Charges				
	TOTAL COST TO CUSTOMER				

*** Booking Earnest Money Rs. /- & Taxes are NON REFUNDABLE.**

*** Cheque(s) to be issued in favour of "Adhikari Engineering Private Limited Escrow Account"**

*** Floor Rise is as applicable.**

*** Society Charges, Development Charges & other charges as applicable.**

*** Premium Charges if any will be applicable.**

*** 5% - 10% Area - Subject to change.**

*** Price offered is valid for next 3 days subject to booking.**

*** On Cancellation, the refund post necessary deductions or expenses incurred by us will be processed post 6 months.**

*** Management reserves the right to change the price.**

6) It has been agreed that the timely payment of all amounts demanded by us from time to time towards progress of the project is of prime essence. You have confirmed to us that Demand letter forwarded by us to you that a particular stage of construction is completed shall be sufficient proof to that effect. However, it is agreed by you that failure to receive such notice from us requiring such payment shall not be a plea or an excuse for non -payment of any amount on their respective due dates. It is also been agreed that in case of any cheque getting bounced during the payment of any installment/s, we shall inter alia, entitled to forthwith cancel the reservation of the Apartment in your favour and earnest money paid on or before issue of this letter shall stand forfeited. We shall be further entitled to pursue any legal remedy.

7) It is agreed that you shall make payments due to us immediately as per the terms of the Demand letters. If the due payments are not made as per the terms mentioned in the Demand letters, you shall be required to pay the demanded amount alongwith 18% interest until the realization of cheques/payment. In the event you fail to make payment, this reservation/allotment shall automatically stand cancelled, rescinded/revoked without any further notice and earnest amount paid by you shall stand forfeited as and by way of liquidated damages for cost and opportunity cost and we will be liberty to sell or dispose the said Apartment to any third party without any reference from you. The above remedy shall be without prejudice to any other right or remedy available to us against you.

8) Notwithstanding anything contained under this letter you have expressly agreed, accepted and confirmed to pay/reimburse to us immediately as and when demanded by us and/or to the appropriate authorities all the present/future/revised/new Property/Municipal Tax, Service Tax, Education Cess, VAT, Service Tax, GST and/or any other levies, taxes, cess, surcharge, dues, duties, including 1% TDS, etc. which may be called or demanded under any name or terminology or may become payable due to implementation/enactment or any new laws/rules by the Local Bodies, State Government, Central Government or by any other Competent Authorities. You shall pay such amount in addition to any amount mentioned under the Letter/Agreement or otherwise.

9) In addition to the above you shall pay charges/deposits as and when demanded towards:- legal charges, Share money, Application Fee, Entrance Fee, formation and registration of the Society/Condominium, Society Maintenance, Proportionate share of Property taxes for building under construction, debris charges, Infrastructure Development charges and any other charges that are applicable which will be over and above the Sale Consideration of the said Apartment.

10) It is further agreed that the Promoter shall adjust/appropriate all payments made by the Allottee(s) under any head(s) of dues against lawful outstanding, if any in Allottee(s) name as the Promoter may in his/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.

11) We shall have full right and absolute authority and shall be entitled at any time hereafter to change, alter and amend the layout, plans, designs, elevation, etc. of the Building **MAHARASHTRA MANDIR (महाराष्ट्रमंदिर)** without adversely affecting area, location and shape of the Apartment reserved for you and you agree to grant your consent thereto. You shall not withhold your consent for any such change, alteration, amendment to the layout, plans, designs, elevation etc. so long as we have made available the layout plans, designs, and elevations etc to you either at our office or on the website of the RERA Authority. **Further we shall not be required to obtain your consent in the following events without adversely affecting area, location and shape of the Apartment reserved for you;**

a) any minor additions or alterations,

b) any additions or alterations to common areas, facilities etc.

c) any additions or alterations, modifications in compliance of any direction or Order issued by the Competent Planning Authority or Statutory authority under any law of the State or Central Government.
d) any additions or alterations/modifications for the consumption of Fungible FSI or any additional FSI to be made available due to new policies announced under existing Development Control Regulations or new DCR and/or due to the directions of SRA and/or any other such authority from time to time or as required by various rules and regulations which shall be informed to you.

12) It is mutually agreed that the consideration with respect to the said Apartment is based on the consent provided by you in this letter including Clause No.7 hereinabove and all further consents that you will be required to provide under the Agreement for Sale. In the event you choose to withdraw your consent for any change, alteration, amendment, modification to the layout, plans, designs, elevations, etc., the amount of consideration shall include any direct and/or indirect losses, damages, expenses suffered by us in this regard.

13) It is expressly agreed, consented and accepted by you that you will not have any right, title, interest, claim etc. on the said Apartment and you will not be entitled to occupy and we shall not be liable to hand over occupation/possession of the said Apartment unless you pay the entire sale consideration along with interest (if any), taxes, deposits and other outstanding dues for the said Apartment.

14) It is further expressly agreed, consented and accepted by you that we shall be at the liberty to sell, assign, transfer, mortgage or otherwise deal with our right, title and interest in the said project land and/or building/s being constructed /to be constructed thereon.

15) You have agreed and consented that you will not be entitled to transfer, assign, license, mortgage, charge, lien, encumber or create any right under this letter, without our prior written consent.

16) This reservation of allotment is subject to terms and conditions set out in the Sale Agreement which shall be executed and registered within 30 days of being called upon by us to do so. The said Agreement shall be executed and registered under the Provisions of Maharashtra Ownership of Flats (Regulation of the Promotion of Construction, Sale, Management, and Transfer) Act,1963 and/or the Real Estate (Regulation and Development) Act,2016 or any other law as may be applicable at the relevant time.

17) All the terms and conditions mentioned herein and in the Sale Agreement shall be binding on you and you confirm that this allotment is the basis of commercial understanding between us.

18) In case of any inconsistency between the Provisions of any other prior writings, arrangements or the booking form and this Letter of Allotment, the provisions as contained in this Letter of Allotment shall prevail.

19) This Letter of Allotment is subject to the terms and conditions of the Sale Agreement.

You are requested to sign this letter and the duplicate hereof as a token of your express consent and acceptance of all the terms and conditions as stated herein above.

Thanking you and assuring you of our best services at all times.

Yours truly,

M/s. ADHIKARI ENGINEERING PVT LTD.

DIRECTOR

I/We hereby have read, understood and agreed and consented to all the above terms and conditions and accept the same.

DRAFT AGREEMENT FOR SALE

(Subject to changes as deemed fit)

ARTICLES OF AGREEMENT made at Mumbai, this _____ Day of _____ 20 BETWEEN

M/s. ADHIKARI ENGINEERING PRIVATE LIMITED, is incorporated under the Companies Act, 1956 (No.1 of 1956) on 2nd December 2009 and the Company is Private Limited and having its Administrative Office at 435, Avior, Nirmal Galaxy, Opp. Johnson Garden, L.B.S.Road, Mulund (W), Mumbai-400 080 represented through Director **Mr. SATISH SAVLARAM ADHIKARI,** Aged 50 Years, hereinafter called **"THE DEVELOPER"** (Which expression shall unless repugnant to the context or meaning thereof mean and include his heirs, executors, administrators and assigns) of the

ONE PART AND

Mr./Mrs._____

_____

_____ Indian, inhabitant/s residing/doing Service/ Homemaker/ Business at

_____

_____

_____

Hereinafter called "**THE PURCHASER**" (Which expression shall unless repugnant to the context or meaning thereof mean and include his/her heirs, executors, administrators and assigns) of the **OTHER PART**

W H E R E A S :-

During her lifetime one Smt. Amarkaur Jamnadas Gupta, was absolutely seized and possessed of and/or otherwise well and sufficiently entitled to all those pieces or parcels of land, situated, lying and being admeasuring **2482.00Sq**. Meters together with the structures standing thereon, situated at Survey No.105 (Hissa No. 1/1/2), CTS No. 231A (PART) , 234, 234 (1 to 14) 235, 235 (1 to 6), 236, 236 (1to 7) 1331, 1331 (1 to 10) of Revenue Village Kanjur, Taluka Kurla, District Mumbai Suburban, within the limits of " S " Ward of Municipal Corporation of Greater Mumbai together with Chawl Structures known as Ganapat Mali Compound, Pedanekar Chawl, Sainath Chawl, Vikas Sadan Chawl, Shivram Sadan Chawl, Samarth Nagar Road, Bhandup (W), Mumbai – 400 078, and more particularly described in the First Schedule hereunder written (hereinafter for the sake of brevity referred to as " **The Said Property**".)

AND WHEREAS The said Smt. Amarkaur Jamnadas Gupta, died at Mumbai on or about 26th December 1980.

AND WHEREAS Upon the death of the said Smt. Amarkaur Jamnadas Gupta, (i) Banwarilal Jamnadas Gupta, (ii) Harbanslal Jamnadas Gupta and (iii) Pyarelal Jamnadas Gupta as her sons, as

their only legal heirs and next of kin according to the provisions of the Hindu Succession Act, 1956 by which they were governed at the time of their death became entitled to undivided share, right, title and interest in the properties described in the Schedule hereunder written.

AND WHEREAS The said Banwarilal Jamnadas Gupta died at Mumbai, on 13th June, 1988 without leaving behind any will and/or other testamentary disposition and that he was survived by Smt. Nirmala Banwarilal Gupta, as his widow , the Mrs. Kanchan Ajay Agarwal nee Kanchan Banwarilal Gupta, as his daughter and Mr. Rajiv Banwarilal Gupta as his son as their only legal heirs and next of kin according to the provisions of the Hindu Succession Act, 1956 by which they were governed at the time of their death . And accordingly, they inherited the undivided share, right, title and interest belonging to the said deceased late Shri Banwarilal Jamnadas Gupta in the said properties described in the schedule hereunder written.

AND WHEREAS the said Harbanslal Jamnadas Gupta died at Mumbai on 30th August 2000 without leaving behind any will and/or other testamentary disposition and that he was survived by Smt. Radha Harbanslal Gutpa, as his widow, and Mrs. Anita Kamal Gutpa nee Anita Harbanslal Gupta, Mrs. Sunanda HemAgarwal nee Sunanda Harbanslal Gupta and Mrs. Suman Vivek Gupta nee Suman Harbanslal Gupta as his daughters and Mr. Krishan Harbanslal Gupta as his son as his only legal heir and next of kin according to the provisions of the Hindu Succession Act, 1956 by which he was governed at the time of his death and accordingly they

inherited the undivided share, right, title and interest belonging to the said deceased late Shri Harbanslal Jamnadas Gupta in the said properties described in the schedule hereunder written.

AND WHEREAS the said Pyarelal Jamnadas Gupta died at Mumbai on 16th May, 1987 without leaving behind any will and/or other testamentary disposition and that he was survived by Smt. Shashi Parelal Gupta, as his widow, Mrs. Ursula Ravi Agarwal nee Ursula Pyarelal Gupta and Mrs. Priya Sumesh Khanna nee Priya Pyarelal Gupta , as his daughters and Mr. Punit Pyarelal Gupta and Mr. Munish Pyarelal Gupta as his sons as his only legal heir and next of kin according to the provisions of the Hindu Succession Act, 1956 by which he was governed at the time of his death.And accordingly they inherited the undivided share, right, title and interest belonging to the said deceased late Shri Pyarelal Jamnadas Gupta in the said properties described in the schedule hereunder written.

AND WHEREAS he said Pyarelal Jamnadas Gupta died at Mumbai on 16th May, 1987 without leaving behind any will and/or other testamentary disposition and that he was survived by Smt. Shashi Pyarelal Gupta, as his widow, Mrs. Ursula Ravi Agarwal nee Ursula Pyarelal Gupta and Mrs. Priya Sumesh Khanna nee Priya Pyarelal Gupta , as his daughters and Mr. Punit Pyarelal Gupta and Mr. Munish Pyarelal Gupta as his sons as his only legal heir and next of kin according to the provisions of the Hindu Succession Act, 1956 by which he was governed at the time of his death. And accordingly they inherited the undivided share, right, title and interest belonging to the said deceased late Shri Pyarelal Jamnadas Gupta in the said properties described in the schedule hereunder written.

AND WHEREAS By a Deed of Release made between 1 (a) SMT. NIRMALA BANWARILAL GUPTA, of Mumbai, Indian Inhabitant, aged 72 years, occupation Housewife, having her address at Flat No. 1, 2nd floor, MitraKunj, 16, Peddar Road, Mumbai- 400026, (b) MRS. KANCHAN AJAY AGARWAL nee KANCHAN BANWARILAL GUPTA, of New Delhi, Indian Inhabitant, aged 52, occupation Housewife , having her address at 178 East of Kailash, New Delhi – 110065, 2 (a). SMT. RADHA HARBANSLAL GUPTA, of Mumbai, Indian Inhabitant, aged 71 years, occupation Housewife, having her address at 902, Casa Grande, A Wing, Senapati Bapat Marg, Mumbai-400 013, (b) MRS. ANITA KAMAL GUPTA nee ANITA HARBANSLAL GUPTA of Mumbai, Indian Inhabitant, aged 54, occupation Housewife, having her address at Flat No. C-201, Avantika Building, Birla House, Birla Lane, Mumbai-400 049, (c) MRS. SUNANDA HEM AGARWAL nee SUNANDA HARBANSLAL GUPTA , of New Delhi, Indian Inhabitant, aged 51, occupation Housewife, having her address at Anant Niwas, 6/14, Roop Nagar, New Delhi-110007, (d).MRS. SUMAN VIVEK GUPTA nee SUMAN HARBANSLAL GUPTA of Bangalore, Indian Inhabitant, aged 48 years, Occupation Housewife, having her address at 156, 43rd Cross Road, 8th Block, 2nd Main, Jayanagar, Bangalore-560082, 3(a). SMT. SHASHI PYARELAL GUPTA, of Mumbai, Indian Inhabitant, aged 71 years, occupation Housewife, having her address at 15B, 1ST Floor, KapurMahal, 65 Marine Drive, Mumbai-400020, (b) MRS. URSULA RAVI AGARWAL nee URSULA PYARELAL GUPTA of Mumbai, Indian Inhabitant, aged 49, occupation Housewife , having her address at Plot No. 30, Murli Manor, Manikrao Lotlikar Marg, Matunga (East), Mumbai-400019, (c).MRS. PRIYA SUMESH KHANNA nee PRIYA

PYARELAL GUPTA , of Mumbai, Indian Inhabitant, aged 44 years, occupation Housewife, having her address at 4B, 4th floor, Prem Kutir, Backbay Reclamation, Mumbai-400 020, being the Releasors therein referred to of the First Part and the Vendors above named being the Purchasers, therein referred to of the Other Part, the said Smt. Nirmala Banwarilal Gupta and others released, relinquished, waived, transferred, assigned and assured unto the Vendors abovenamed entitled share, right, title and interest inherited by them in the said properties described in the First Schedule hereunder written in the manner mentioned in the said Deed of Release dated 6th October 2011.

AND WHEREAS The said Deed of Release was duly registered with the Sub-Registrar of Assurances at Chembur under Serial No. 744/2012 dated 24th January 2012. In the circumstances aforesaid, subject to the occupancy of the various occupants thereof and subject to various reservations imposed in the revised development plans of Mumbai City and Suburban on the said property described in the First Schedule hereunder written or any part or portion thereof as also subject to various transactions that might have been committed by the said late Smt. J. Amarkaur and Banwarilal Jamnadas Gupta and others they are alive and subject to all encroachments on the said property described in the First Schedule hereunder written,

AND WHEREAS as on today , (1) MR. RAJIV BANWARILAL GUPTA, (2) MR. KRISHAN HARBANSLAL GUPTA, (3) (a) MR. PUNIT PYARELAL GUPTA, (b) MR. MUNISH PYARELAL GUPTA became the absolute Owners in respect of the said property described in the First Schedule.

C. **AND WHEREAS** the Developer decided to purchase the said Property with a view to develop the same **AND WHEREAS** by Deed of Conveyance dated **24/12/2014,** Purchased and Registered in the office of the Sub-Registrar of assurances at Kurla under **Sr. No. BDR-2 12684, dt. 24/12/2014** for the consideration and on the terms and conditions contained therein, the said previous owners sold, conveyed and transferred the said property to the Developer herein.

AND WHEREAS under the circumstances stated hereinabove, the Developer is the absolute owner of the said property.

D. The Developer is undertaking redevelopment of the said Property under the provisions of Regulation 33 (10) read with Appendix IV of the Development Control Regulations for Greater Mumbai, 1991/ 2034 (hereinafter shall be referred to as the DCR 1991/2034. It is clarified that the term 'DCR 1991/2034, wherever the same appears hereinafter shall be deemed to mean and include the Development Control Regulation for Greater Mumbai, 1991/ 2034 or any statutory modification or re-enactment thereof in accordance with the provisions applicable laws Reference to any provisions of the DCPR 2034 herein, shall be deemed to mean a reference to the corresponding provisions of the re-enacted/modified development control regulations.

E. The said Property is declared as a slum area by virtue of notification issued under the provisions of the Maharashtra Slum Areas (improvement, Clearance and Redevelopment) Act, 1971 vide

Government notification no. SLM/1076/5280-G dated 16th Sept 1976 and 21st October 1976.

F. The Municipal Corporation of Greater Mumbai (hereinafter referred to as the "MCGM") has formulated and approved a policy for the redevelopment of Slums (hereinafter referred to as "the said Policy") through participation of slum dwellers under the slum rehabilitation scheme as per the provisions contained in Regulation 33 (10) and Appendix IV of the DCR, 1991/ 2034 , which has been approved by the Government of Maharashtra. The term **"the said Policy"** wherever the same appears hereinafter, shall also mean to include all additions, alterations and modifications made thereto, from time to time. The Slum Rehabilitation Authority (hereinafter referred to as **"The SRA")** is designated as the Planning Authority, under the provisions of the Maharashtra Regional and Town Planning Act, 1966 for implementing the said Policy in Mumbai.

G. Various structures were standing on the said Property which were occupied by various slum dwellers (hereinafter shall be referred to as "**The Slum Dwellers**").

H. The Slum Dwellers occupying the slum structures on the said Property had in furtherance of their intent to get the said Property redeveloped under the said Policy, agreed to form themselves into a co-operative housing society viz. **'SHREE GANPAT MALI (SRA) CO-OPERATIVE HOUSING SOCIETY LIMITED (Prop)** which is now registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 bearing No MUM/SRA/HSG/TC/12894/Year 2018 dated 24-05-2018 and now known as **'SHREE GANPAT MALI**

SRA CO-OPERATIVE HOUSING SOCIETY LIMITED (hereinafter shall be referred to as **"The said Society").**

- By and under a Development Agreement 30 Dec 2014 made and executed by and between the Society (then proposed) of the one part and the Developer of the other part, the said Society granted development rights to and in favour of the Developer in respect of the said Property on the terms and conditions more particularly stated therein (hereinafter shall be referred to as "the said Development Agreement"). The Society also executed a Power of Attorney dated 30 December 2014 in favour of the Developer, thereby conferring various powers and authorities to Developer in respect of the said Property (hereinafter referred to as "the said Power of Attorney"). The said property being piece or parcel of freehold land lying and situated at Survey No.105 (Hissa No. 1/1/2), CTS No. 231A (PART) , 234, 234 (1 to 14) 235, 235 (1 to 6), 236, 236 (1to 7) 1331, 1331 (1 to 10) of Revenue Village Kanjur, Taluka Kurla, District Mumbai Suburban, within the limits of " S " Ward of Municipal Corporation of Greater Mumbai or thereabouts more particularly described in the First Schedule hereunder written at the consideration and for the terms and condition more particularly setout therein. The Society also executed Power of Attorney in favor of representatives of the Developers pursuant to the Development Agreement.

J. More than 70% of the Eligible Slum Dwellers (as defined hereinafter) have also granted therein respective consents for appointment of the Developer herein as the Developer for undertaking the redevelopment of the said Property.

K. The Developer is thus, validly appointed as the Developer in respect of the said Property by the then proposed Society, agreed to formed by the Slum Dwellers who were occupying the said Property in accordance with the Provisions of Regulation 33_ (10) and Appendix IV of the DCPR, 1991/ 2034 ; and thus, became entitled to redevelop the same under the said Policy. The Developer thereafter, prepared and submitted the requisite scheme for the redevelopment of the said Property to the SRA.However later the Scheme was revised and was resubmitted to SRA on the plot area of 1730.50 Sqm where Eligibility of all Structures existing on that plot area was decided by the the Competent Authority Dy. Collector (Enc and Rem).However The Exact Scheme Area was measured and Confirmed by City Survey Office, Mulund (the Competent Authority) as 1680.16 SQM. Out of this 1680.16 Sqm area 739.50 Sqm area was reserved for Play Ground as per the Development plan 1991/2034 as per Remarks obtained from MCGM. However as per revised policy under DCPR 2034 it was Proposed that 35% area i.e. 260.39 Sq Meter shall be reserved for Play Ground and to be handover to MCGM / SRA as per the Prevailing Policies. So the Actual Plot area taken into consideration for FSI calculations is 1328.55 SQM on which this Composite Building is proposed and approved by the Competent Authority the SRA vide No. SRA/ ENG/ 2864/S/PVT/LOI Revised LOI dated 03/01/2020 and IOA dated .....

L. As regards the then existence of the slum structures on the said Property and the eligibility of the Slum Dwellers for rehabilitation under the said Policy, the following Annexure II have been issued by the Competent Authority Dy. Collector (Enc and Rem).from time to time :

i. Annexure II bearing No. जा. क्र. झोपुप्रा/उजि (पू.उ.)/श्री गणपत माळी/कावि-१८३०/२०१६/ DTD २४ /जून/२०१६ has been issued by the Deputy District Collector (Enc. & Rem.)

M. The structures were declared as protected structures under the said Policy and Slum Dwellers occupying such slum structures, were declared as eligible for rehabilitation under the said Policy and whereas per various Annexure II referred above were declared as eligible for rehabilitation (hereinafter referred to as **"Eligible Slum Dwellers").**

N. The said Property is Private Land, belonging to **M/s. ADHIKARI ENGINEERING PRIVATE LIMITED** (hereinafter shall be referred to as **"DEVELOPERS").**

O.1 The SRA had issued a Letter of Intent (LOI) DATED 14/03/2018 bearing number SRA/ENG/2864/S/PVT/LOI (hereinafter referred to as **"THE LOI")** in favour of the Developer for undertaking redevelopment of the said Property on the area of 1730.50 Sqm. A copy of the Letter of Intent Letter dated 14/03/2018 in favour of the Developer for undertaking redevelopment of the said Property is annexed hereto and annexed as **Annexure "B 1"** (hereinafter referred to as "**LOI").**

O.2 The SRA had issued Revised Letter of Intent (LOI) DATED 03/01/2020 bearing number SRA/ENG/2864/S/PVT/LOI (hereinafter referred to as **"THE Revised LOI")** in favour of the Developer for undertaking redevelopment of the said Property on the area of 1680.16 Sqm. A copy of the Letter of Intent Letter dated 03/01/2020 in favour of the Developer for undertaking redevelopment of the said Property is

annexed hereto and annexed as **Annexure "B 2"** (hereinafter referred to as "**Revised LOI").** The SRA had issued Revised Intimation of Approval **(Revised IOA)** DATED ..... bearing number SRA/ENG/2864/S/PVT/LOI (hereinafter referred to as **"THE Revised LOI")** in favour of the Developer for undertaking redevelopment of the said Property on the area of 1680.16 Sqm. A copy of the Inimation of Approval (**Revised IOA**)Letter dated 03/01/2020 in favour of the Developer for undertaking redevelopment of the said Property is annexed hereto and annexed as **Annexure "B 3"** (hereinafter referred to as "**Revised IOA").**

P. It is clarified and explained by the Developer to the Purchaser that as per the Revised LOI issued by the SRA, in addition to the rehabilitation units to be constructed for Slum Dwellers on the said Property, the Developer are also required to construct certain **Amenity Tenements** / **PAP Tenements** spaces free of costs (hereinafter collectively referred to as "**the Rehab Area**") and the Developer alone shall be entitled to the compensation / benefits receivable in that behalf. In addition, thereto, out of the said Property an aggregate area of approximately 260.39 square meters (which area may be revised hereafter as per the approvals that may be granted by the concerned authorities from time to time hereafter) is earmarked as and reserved under the development plan as PLAY GROUND and the same shall be handed over by the Developer to the MCGM / SRA other concerned authorities and the Developer alone shall be entitled to the compensation / benefits receivable for construction / development and/or handover of such reservations, if any. In addition to the above, the Developer are entitled to construct units on the said Property, which would be available for sale to the

Developer in the open market (hereinafter referred to as **"THE FREE SALE AREA"**). However, at any time hereafter owing to changes in law/regulations, if the benefit of increase in the TDR/FSI by whatever name called becomes available in respect of the said property then the only Developer shall be entitled to the Benefits.

R. The Developers are entitled and enjoined upon to construct building in the said Property in accordance with the recitals hereinabove.

S. The Developer are in possession of the said Property and the Developer have proposed to construct on the said property accordingly. Developer through his Architect Mrs. Sheetal Nikhare of S.S. Associates having address 202, Odessy Park, Nr. Old Passport office ,Wagale Estate, Thane (West) 400602 had submitted Building Plans for construction of the composite building having Wings A for Rehab Area and Wing B for sale Area to be constructed comprising of Ground Floor, and 22 upper floors to rehabilitate the Slum Dwellers and Free Sale Area (hereinafter shall be referred to as **("Composite Building").**

T.1 The SRA has approved the plans for construction of the said Proposed Composite Building to be constructed on the area of 1052.70 SQM on said Property and issued in favor of the Developer an Intimation of Approval dated 14/03/2018 bearing number SRA/ENG/S/PVT/128/2016053/AP/R1 in respect of the Proposed Composite Building comprising of Rehab and Free Sale Area Annexed hereto and marked as Annexure "C1" is a copy of the said Intimation of Approval.

T.2 Again after Implementation of DCPR 2034 The Developer applied through his Architect for Revised Plans and The SRA has approved

the Revised plans for construction of the said Proposed Composite Building to be constructed on the area of 1328.55 SQM on said Property and issued in favor of the Developer an Intimation of Approval dated ..... bearing number SRA/ENG/S/PVT/128/2016053/AP/R1 in respect of the Proposed Composite Building comprising of Rehab and Free Sale Area Annexed hereto and marked as Annexure **"C3"** is a copy of the said Revised Intimation of Approval.**(Revised IOA).**

U. most of the Slum Dwellers on the plot area where Construction of Composite Building is proposed have vacated their respective slum structures on the said Property and the Developer has thereafter demolished such said slum structures earlier standing on the said Property.

V The SRA has thereupon issued a Commencement Certificate dated 11/01/2019 bearing number S/PVT/128/20160531/AP and thereby has permitted the Developer to commence construction of the Proposed Composite Building. The said Commencement Certificate dated 11/01/2019 has been re-endorsed and revalidated. A copy of the said Commencement Certificates dated 11/01/2019 is annexed hereto and marked as Annexure **"D1".**

W. In the circumstances the Developer has commenced construction of a Composite Buildings having 2 Wings on the said Property comprising of the Rehab and Sale Area which will contain the Free Sale Area.

X. As per the Existing Building Approvals, the Proposed Building shall be comprised of 2 wings of Ground Floor plus 22 upper habitable

floors but Additional Wings may be increased after obtaining Permissions/ approvals from SRA.

Y. The Developer have envisaged construction of the Proposed Buildings comprising of habitable floors and thereby it would be possible to construct Additional Wings / Additional floors as a part of the Proposed Building. Thus, such number of permissible floors will be permitted for construction hereafter on approval of further height depending on the further FSI as may hereafter become available for consumption / utilization on the said Property. In addition, thereto the Developer have till date not paid the premium for consumption / utilization of the compensatory fungible FSI on the said property and on payment of such premium additional floors / additional area would be permitted to be constructed in the Proposed Buildings. It is clarified that the Developer have designed the foundations, Structural Designs and other aspects pertaining to the load bearing capacity of the Proposed Buildings as per additional needs as also made provisions for utilities, common areas and common facilities like water tanks, lifts, etc according to the additional Floors to be constructed.

Z. It is clarified that depending on the final plans that may be amended from time to time and as may be approved by the SRA hereafter, the Composite Building (as presently earmarked/approved) shall contain certain units comprised in the Rehab Area as shown in the Existing Building Approvals. The Purchaser/s confirms that the Purchaser/s has no objection to the same. The Purchaser/s confirm that he has understood the same and do not have any objection with regard to the construction of the Rehab Area, the Free Sale Area as a part of

the same building i.e. the Proposed Composite Building on the said Property.

AA. The said LOI, Revised LOI, the said Intimations of Approval, Revised IOA, Commencement Certificate shall be hereinafter collectively referred to as the **"Existing Building Approvals".**

BB. It is clarified that as per the Existing Building Approvals, only a part of the development potential as can be utilized / consumed on the said Property, is being utilized / consumed; and the Developer shall from time to time be making applications to the SRA (and other concerned authorities) for amendments to the Existing Building Approvals and for issuance of further intimations of disapproval / approval and further commencement certificate/s or revalidations of the existing commencement certificate; in accordance with amended plans, such that the entire available development potential of the said Property is completely consumed in the course of construction of the Proposed Building and/or any additional structures on the said Property; and accordingly, the plans for construction of the Proposed Building on the said Property are subject to further modification.It is also clarified that abovesaid composite building is constructed on the area of 1328.55 Sqm and The Development on remaining plot shall be taken in due course of Time for Which Purchaser will not have any Objection / Dispute of whatsoever nature.

CC. It is further clarified that in the course of construction of the Proposed Composite Building, and if so permitted under the applicable laws, the Developer shall be consuming on the said

Property maximum permissible development potential as per the provisions of the DCPR 2034 including but not limited to the following:

- entire development potential available for consumption on the said Property by way of floor space index (hereinafter referred to as "the FSI") emanating from the said Property in the form of base land FSI, which can be consumed free of costs thereon;
- entire development potential available for consumption on the said Property by acquiring of FSI by way of payment of premium to the Government of Maharashtra or any other statutory authorities including but not limited to the MCGM and SRA;
- entire development potential available for consumption on the said Property by way of loading Transferable Development Rights (if permissible at any time hereafter) (hereinafter referred to as "TDR") on the said Property, including in accordance with Regulation 34 and Appendix VII of the DCR 2034 whichever is applicable.
- entire development potential available for consumption on the said Property by acquiring compensatory fungible FSI in accordance with Regulation 5(4) of the DCPR 2034 and
- entire development potential available to the Developer under the provisions of Regulation 33(10) read with Appendix IV of the DCPR 2034 including but not limited to additional FSI as may be available due to declaration of the Slum Dwellers (who are presently declared to be ineligible for rehabilitation) as eligible for rehabilitation under the said Policy or by addition of new slum dweller who are presently or were occupying slum structures in the vicinity or at the periphery of the said

Property, by virtue of their inclusion in the said scheme/project of redevelopment implemented by the Developer on the said Property.

DD. Accordingly, the Developer has commenced construction of the Proposed Building comprising of various flats/units, which would be capable of being used as residential flats as well as commercial units (offices and shops) in accordance with the Existing Building Approvals and future amendments thereto.

FF. The Developer is entitled to provide to the Purchaser/s herein under the terms of the Existing Building Approvals / Developers' Entitlement.

GG. The Developer has entered into a standard Agreement with an Architect Mrs. Sheetal Nikhare of S.S. Associates registered with the Council or Architects and such Agreement is as per the agreement described by the Council or Architects;

HH. The Developer has appointed a structural Engineer M/s. NEXUS PROJECT SOLUTIONS PVT. LTD. for the preparation of the structural design and drawings of the buildings and the Developer accepted the professional supervision of the Architect and the Structural Engineer till the completion of the building / buildings.

II. By virtue of the Conveyance deed dated 24/12/2014 the Developer alone has the sole and exclusive right to this property and has sole and exclusive right to sell the Flats in the said building/s to be constructed by the Developer on the said Property and to enter into

Agreement/s with the Purchaser/s of the Flats to receive the sale price in respect thereof;

JJ. As defined under Section 2(k) of the Real Estate (Regulatory and Development) Act, 2016 (hereinafter shall be referred as the "RERA"), "Carpet Area" means the net usable floor area of the Flats, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the said Flat.

KK. Accordingly, the Developers herein have allotted to the Purchaser/s, a Residential Flat in Composite Building known as Maharashtra Mandir bearing No. ----- in Wing on---- Floor (hereinafter referred to as the **"Said Flat")** admeasuring …….. square feet i.e. ----- square meters carpet area as per the RERA (as per SRA sanctioned plan the carpet area of the said Flat is square feet i.e. square meters), in the Building to be known as **"Maharashtra Mandir (**महाराष्ट्र मंदीर **) "** which is more particularly stipulated in the FIRST SCHEDULE hereunder written and the said Flat is more particularly described in the SECOND SCHEDULE hereunder written, upon the term and conditions set out hereafter; The said Flat/s is marked and highlighted in Red Color on the tentative Floor Plan annexed hereto as an **Annexure "F".**

LL. The Purchaser/s demanded from the Developer and the Developer has given inspection to the Purchaser/s of all the documents of title

relating to the said Property and the approved Plans, Designs and specifications prepared by the Developer's Architect Mrs. Sheetal Nikhare of S.S. Associates and of such other documents as are specified under the RERA and the rules made thereunder;

MM. The copy of Certificate of Title issued by Adv. Abhijit Dhumal Advocate of the Developer, has been annexed hereto and market as **Annexure "G".**

NN. The copy of the plans of the Layout as proposed by Developer and according to which the construction of the buildings and open spaces are proposed to be provided for on the said Property have been annexed hereto and marked **Annexure "H".**

OO. The copies of the plans and specifications of the said Flats agreed to be purchased by the Purchaser/s, as proposed by the Developer have been annexed hereto and marked **Annexure "F"** and as approved by the concerned local authority.

PP. The Developer has got some of approvals from the concerned Local Authority the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupation Certificate of the said Building.

QQ. While sanctioning the said plans concerned Local Authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer while developing the said Property and the said building

and upon due observance and performance of which only the completion or occupation certificates in respect of the said building/s shall be granted by the concerned local authority.

RR. The Developer has accordingly commenced construction of the said building/s in accordance with the said Approved Plans.

SS. The Purchaser/s has applied to the Developer for allotment of the said Flat No. on Floor in Wing in the Building being constructed in the said Property.

TT. Relying upon the said application, declaration and Agreement, the Developer agreed to sell to the said Purchaser/s the said Flat at the price and on the terms and condition hereinafter appearing in this Agreement;

UU. Prior to the execution of these presents the Purchaser/s have paid to the Developer a sum of Rs. (Rupees .....only), being part payment of the sale price of the said Flat agreed to be sold by the Developer to the Purchaser/s as advance payment or Earnest Money Deposit, or Holding Amount or Application Fee (the payment and receipt whereof the Developer both hereby admit and acknowledge) and the Purchaser/s has agreed to pay to the Developer the balance of the sale price in the manner hereinafter appearing.

VV. The Developer has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai No: which is marked and annexed in **Annexure "I".**

WW. Under Section 13 of RERA the Developer is required to execute a written Agreement for Sale of said Flat to the Purchaser/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

1. The Developer shall construct the said Composite Building to be constructed, having Ground Floor Plus 22 Upper Floors in accordance with the plans, design and specifications as approved by the concerned Local Authority / SRA and amended from time to time.

1.a The Purchaser/s hereby agrees to purchase from the Developer and the Developer hereby agrees to sell to the Purchaser/s one Flat bearing No. on **Floor in Wing** (hereinafter referred to as the **"Said Flat"**) admeasuring square feet i.e. square meters carpet area as per the RERA (as per SRA sanctioned plan the carpet area of the said Flat is **.....** square feet i.e. **-------** square meters) Situated in the Building **"Maharashtra Mandir (महाराष्ट्र मंदीर)** for the consideration of **Rs. (Rupees Only) ((including/ Excluding 1 (one) Car Parking)** being the proportionate price of the common area and facilities appurtenant to the Flat, the nature, extent and description of the common/limited common areas and facilities which are more particularly described in the **Third Schedule** annexed herewith.

1.b The Purchaser/s has paid on or before execution of this agreement a sum of **Rs. (Rupees) (not exceeding 10% of the total consideration)** as Earnest Money Deposit of application fee and hereby agrees to pay to the Developer

the balance amount of purchase consideration of **Rs. (Rupees Only)** in the following manner:

I. Amount of **Rs. (Rupees Only)** (not exceeding 30% of the Total Consideration) to be paid to the Developer on at the time or Excavation/Footing.

II. Amount of **Rs. (Rupees Only)** (not exceeding 30% of the Total Consideration) to be paid to the Developer on the execution of Agreement.

III Amount of **Rs (Rupees Only)** (not exceeding 45% of the Total Consideration) to be paid to the Developer on completion of the Plinth of the building or wing in which the said Flat is located.

IV. Amount of **Rs. (Rupees Only)** (not exceeding 70% of the Total Consideration) to be paid to the Developer on completion of the **1st** slabs of the Composite Building in which the said Flat is located.

V. Amount of **Rs.** ,,,,,,,,,,,,,,,,,,,**/- (Rupees** ..... **only)** (not exceeding 70% of the Total Consideration) to be paid to the Developer on completion of the **4th** Slab of the Composite Building in which the said Flat is located.

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VI. Amount of **Rs.** .....**/- (Rupees** ..... **only)** (not exceeding 70% of the Total Consideration) to be paid to the

Developer on completion of the **7th** Slab of the Composite Building in which the said Flat is located.

VII. Amount of **Rs.** ...../- **(Rupees** ..... **only)** (not exceeding 70% of the Total Consideration) to be paid to the Developer on completion of the **10th** Slab of the Composite Building in which the said Flat is located.

VIII. Amount of **Rs.** ...../- **(Rupees** .....**only)** (not exceeding 70% of the Total Consideration) to be paid to the Developer on completion of the **13th** Slab of the Composite Building in which the said Flat is located.

IX. Amount of **Rs.** ...../- **(Rupees** .....**only)** (not exceeding 70% of the Total Consideration) to be paid to the Developer on completion of the **16th** Slab of the Composite Building in which the said Flat is located.

X. Amount of **Rs.** ...../- **(Rupees** ..... **only)** (not exceeding 70% of the Total Consideration) to be paid to the Developer on completion of the **19th** Slab of the Composite Building in which the said Flat is located.

XI. Amount of **Rs.** ...../- **(Rupees** ..... **only)** (not exceeding 70% of the Total Consideration) to be paid to the Developer on completion

of the **22rd** Slab of the Composite Building in which the said Flat is located.

XII. Amount of **Rs. ...../- (Rupees ..... only)** (not exceeding 75% of the Total Consideration) to be paid to the Developer on completion of the walls, internal plaster floorings doors and windows of the said Flat.

XIII. Amount of **Rs. ...../- (Rupees .....only)** (not exceeding 80% of the Total Consideration) to be paid to the Developer on completion of the Sanitary fittings, Staircases, lift wells, lobbies up to the floor level of the said Flat.

XIV. Amount of **Rs. ...../- (Rupees .....only)** (not exceeding 85% of the Total Consideration) to be paid to the Developer on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Flat is located.

XV. Amount of **Rs. ...../- (Rupees ..... only)** (not exceeding 95% of the Total Consideration) to be paid to the Developer on completion of the lifts, water pump electrical fittings, electro, mechanical and environment requirements, entrance lobbey/s. plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Flat is located.

XVI. Balance Amount of **Rs...../- (Rupees .....Only)** against and at the time of handing over of the possession of the said Flat to the Purchaser/s on or after receipt of occupation certificate or completion certificate.

1.c The Total Price above Exclude all Government, Semi Government Taxes (consisting of tax paid or payable by the Developer by way of Value Added tax, Service Tax and Cess, LBT, GST or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Developer) up to the date of handing over the possession of the said Flat.

1.d 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 Developer undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost, or levies imposed by the Competent Authorities etc. the Developer 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 Purchaser/s, which shall only be applicable on subsequent payments.

17. The Purchaser shall pay to the Developer the Purchaser's share of **Stamp Duty, Scanning Fees, Out of Pocket Expenses, Registration Charges, of this Agreement VAT, Service Tax, Betterment and Development Charges,** or any other cess, levies or taxes that may be levied by the Central Government, State

Government, or local authority as applicable at the time of possession or thereafter.

1.d.1 The Purchaser/s and /or their Bankers on abovesaid payment shall made payments in favour of Thane Bharat Co-op Bank Ltd A/c. ADHIKARI ENGINEERING PRIVATE LIMITED.

1.e The Developer shall confirm the final carpet area that has been allotted to the Purchaser/s 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 3% (three percent). The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area within the defined limit then Developer shall refund the excess money paid by Purchaser/s within 45 (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 Purchaser/s. If there is any increase in the carpet area allotted to Purchaser/s, the Developer shall demand that from the Purchaser/s as per the next milestone of the Payment Plan.

1.f The Purchaser/s authorizes the Developer to adjust/ appropriate all payment made by Him/her under any heads) of dues against lawful outstanding, if any, in his/her name as the Developer may in its sole discretion deem fit and the Purchaser/s undertakes not to object/demand/direct the Developer to adjust his payments in any manner.

2.1 The Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Flat to the Purchaser/s, obtain from the concerned local authority occupation and/or completion certificates in respect of the said Flat.

2.2 Time is of essence for the Developer as well as the Purchase/s. The Developer shall abide by the time schedule for completing the project and handing over the said Flat to the Purchaser/s and the common areas to the Society of the Purchaser/s after receiving the occupancy certificate or the completion certificate or both, as the case may be, Similarly, the Purchaser/s 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 Developer as provided in **clause 1 (b)** herein above **("Payment Plan").**

3. The Developer hereby declares that the BUILT AREA available as on date in respect of the said Property is ------ square meters only and Developer has planned to utilize Floor Space Index of------ square meters by availing of TDR of FSI available on payment of premium or FSI available as incentive FSI by informing various scheme as mentioned in the Development Control Regulation1991/2034 and/or by way of amalgamation or based on expectation of increased FSI which may the available in future on modification to Development Control Regulations, which are applicable to the said Property. The Developer has disclosed the

Floor Space Index of ------- square meters as proposed to be utilized by him on the said Property in the said Property and Purchaser/s has agreed to purchase the said Flat based on the proposed construction and sale of Flats to be carried out by the Developer by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developer only.

4. The Developer hereby agrees that he shall, before handing over possession of the said Flat to the Purchaser/s and in any event before execution of a conveyance/assignment of lease of the said structure of the said Building in favour of The Society formed by the Purchaser/s of said Flat/ shops/Car Parking Space in the building to be constructed on the said Property (hereinafter referred to as "The Society") _____and true disclosure of the nature of his title to the said structure of the said Building as well as encumbrances, if any, including any right, title interest of claim or any party in or over the said structure of the said Building, and shall, as far as practicable, ensure that the said structure of the said Building is free from all encumbrances and that the Developer has/have absolute, clear and marketable title to the said structure of the said building so as to enable him to convey/lease the said structure to the said Society with absolute, clear and marketable title on the execution of a conveyance/assignment of lease of the said structure of the said structure of said building.

5. The Developer hereby agrees that he shall, before handing over possession of the said Property to the Society as its members and in any event before execution of a conveyance/assignment of lease

of the said Property in favor of the society formed for each of the building to be constructed on the said Property make full and true disclosure of the nature of his title to the said Property as well as encumbrances, if any. including any right, title, interest or claim of any party in or over the said Property, and shall, as far as practicable ensure that the said Property is free from all encumbrances and that the Various Lessor/ Original Owner/ the Developer has/have absolute, clear and marketable title to the said Property so as to enable him to convey/ lease the said Property to the said Society with absolute, clear and marketable title on the execution of a conveyance/assignment of lease for the said Property by the Developer in favour of the said Society.

6.1 If the Developer fails to abide by the time schedule for completing the project and handing over the said Flat to the Purchaser/s, the Developer agrees to pay to the Purchaser/s, who does not intend to withdraw from the project, an interest at the rate of State Bank of India's Highest Marginal Cost of Lending Rate plus Two percent per annum, on all the amounts paid by the Purchaser/s, for every month of delay, till the handing over of the possession. The Purchaser/s agrees to pay to the Developer, and interest at the rate of State Bank of India's highest Marginal Cost of Lending Rate Plus Two percent per annum, on all the delayed payment which become due and payable by the Purchaser/s to the Developer under the terms of this Agreement from the date the said amount is payable by the Purchaser/s to the Developer.

6.2 Without prejudice to right of Developer to charge the interest in terms of clause 6.1 above, on the Purchaser/s committing 3 (three)

default in payment on due date of any amount due and payable by the Purchaser/s to the Developer under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/s committing breach of any of terms and conditions herein contained, the Developer shall be entitled at his own option, to terminate this Agreement. **PROVIDED** that, Developer shall give notice of 15 (fifteen) days in writing to the Purchaser/s by Registered Post AD at the address provided by the Purchaser/s and or mail at the e-mail address provided by the Purchaser/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 Purchaser/s fails to rectify the breach or breaches mentioned by the Developer within the period of notice then at the end of such notice period. Developer shall be entitled to terminate this Agreement and upon termination of this Agreement the Developer, shall be at liberty to dispose of and sell the said Flat to such person and at such price as the Developer may in his absolute discretion think fit. **PROVIDED FURTHER** that upon termination of this Agreement as aforesaid, the Developer shall refund to the Purchaser/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Developer) within a period of 90(Ninety) days of the termination, the installments of sale price of the said Flat which may till then have been paid by the Purchaser/s to the Developer but the Developer shall not be liable to pay to the Purchaser/s any interest on the amount so refunded.

The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particulars like brand, or price range (if unbranded) to be provided by the Developer in the said building and the said Flat which is more particularly set out in **Third Schedule.**

The Developer shall give possession of the said Flat to the Purchaser/s on or **before 31 day of December 2023** if the Developer fails or neglects to give possession of the said Flat to the Purchaser/s on account of reasons beyond his control and of his agents by the aforesaid date then the Developer shall be liable on demand to refund to the Purchaser/s the amount already received by him in respect of the said Flat with interest at the same rate as may mentioned in the clause 6 herein above from the date Developer received the sum till the date the amounts and interest thereon is repaid. Provided that the Developer shall be entitled to reasonable extension of time giving delivery of said Flat on the aforesaid date, if the completion of building in which the said Flat is to be situated is delayed on account of -

(i) Non –availability of steel, other building material, water or electric supply
(ii) War, civil commotion or act of God;
(iii) Any notice, order, rule, notification of the Government or other public or Judicial authority, Competent Authority.

9.1 **Procedure for taking possession –** The Developer, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the said Flat, to the Purchaser/s in

terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Developer shall give possession of the said Flat to the Purchaser/s. The Developer agrees and undertakes to indemnify the Purchaser/s in case of failure of fulfillment of any of the provisions formalities, documentation on part of the Developer. The Purchaser/s agree(s) to pay the maintenance charges from the date of receipt of notice in writing from the Developer of taking over the possession of the said Flat, as determined by the Developer or Society of Purchaser/s as the case may be. The Purchaser/s agrees to pay the maintenance charges within 7 (seven) days of the receipt of aforesaid notice. The Developer on its behalf shall offer the possession to the Purchaser/s in writing within 7 (seven) days of receiving the occupancy certificate of the Project.

9.2 The Purchaser/s shall take possession of the said Flat within 15 (Fifteen) days of the Developers giving written notice to the Purchaser/s intimating that the said Flat's are ready for use and occupation.

9.3 Failure of Purchaser/s to take Possession of said Flat upon receiving written intimation from the Developer as per clause 9.1, the Purchaser/s shall take possession of the said Flat from the Developer by executing necessary indemnities, undertaking and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the said Flat to the Purchaser/s in case the Purchaser/s fails to take possession within the time provided in clause 9.1 such Purchaser/s shall continue to be liable to pay maintenance charges as applicable.

9.4 If within a period of 5 (five) years from the date of handing over the said Flat to the Purchaser/s the Purchaser/s brings to the notice of the Developer any defect in the said Flat or the building in which the said Flat are situated or the material used therein, then, wherever possible such defects shall be rectified by the Developer at his own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Developer compensation for such defect or change.

10. The Purchaser/s shall use the said Flat or any parts thereof permit the same to be used only for purpose of residence. He shall use the Car Parking Space or parking space if allotted only for purpose of keeping or parking the Purchaser/s owned vehicle.

11. The Purchasers along with Purchaser/s of said Flat in the building shall join in forming and registering the Society to be known by such name as the Developer 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 the registration of the Society and for becoming a member, including the bye laws of the proposed Society and duly fill in. sign and return to the Developer within seven days of the same being forwarded by the Developer to the Purchaser/s so as to enable the Developer to register the common organization of Purchaser/s, so as to enable the Developer to register the common organization of Purchaser/s. No objection shall be taken by the Purchaser/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.

12.1 The Developer shall, within 3 (three) months of registration of the Society as aforesaid, cause to be transferred to the society all the right, title and the interest of the Vendor / Lessor / Original Owner/Developer and/or the owners in the said structure of the Building or wing in which the said Flat is situated.

12.2 The Developer shall, within 3 (three) months of registration of the Society as aforesaid, cause to be transferred to the Society all the right, title and the interest of the Vendor/ Lessor/Original Owner/Developer and/or the owners in the said Property on such the building.

12.3 Within 15 (fifteen) days after notice in writing is given by the Developer to the purchaser/s that the said Flat is ready for use and occupation, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the said Flat) of outgoings in respect of the said Property 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 said Property and building/s Until the Society is formed and the said structure of the building/s or wings is transferred to it, the Purchaser/s shall pay to the Developer such proportionate

share of outgoings as may be determined. The Purchaser/ further agrees that till the Purchaser/s share is so determined the Purchaser/s shall pay to the Developer provisional monthly contribution of **Rs. (Rupees Only)** per month towards the outgoings. The amounts so paid by the Purchaser/s to the Developer shall not carry any interest and remain with the Developer until a conveyance/assignment of lease of structure of the building or wing is executed in favour of the Society 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 Developer to the Society or the Limited Company, as the case may be. The Purchaser/s undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by Purchaser/s shall be regarded as the default on the part of the Purchaser/s and shall entitle the Developer to terminate this agreement in accordance with the terms and conditions contained herein.

13. The Purchaser/s shall on or before delivery of possession of the said Flat keep deposited with the Developer, the following amounts:-

(i) **Rs. /- (Rupees Only)** for share money, application entrance fee of the Society

(ii) **Rs. /- (Rupees .....Only)** for registration of the Society.

(iii) **Rs. (Rupees Only)** for proportionate share of taxes and other changes/ levies and lump sum deposit towards provisional 12 (twelve) months contribution towards outgoings of Society or Limited Company/ Federation/ Apex body.

(iv) **Rs. (Rupees Only)** For Deposit towards Water, Electric, and other utility and services connection charges and deposits of electrical receiving Sub Station provided in Layout

(v) **Rs. (Rupees Only)** towards infrastructure Charges and Development Charges.

(vi) **Rs. (Rupees Only)** towards Club Membership if any

14. The Purchaser/s shall pay to the Developer a sum of **Rs. ...../- (Rupees ..... Only)** for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Developer in connection with formation of the said Society, and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

15. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Purchaser/s shall pay to the Developer, the Purchase/s share of

stamp duty and registration charges payable, by the said Society on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building. At the time of registration of conveyance of the said Property. The Purchaser/s shall pay to the Developer, the Purchase/s share of stamp duty and registration charges payable, by the said Society on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Property to be executed in favour of the Society.

The Developer shall be entitled to put a Hoarding or give on Lease/sell site for any commercial uses seems Fit like Mobile Phone Agencies, Cable Operators, on the said property or on the said building or any part thereof and the said Hoardings may be illuminated or comprising of Neon Sign and for that purpose Developer are fully authorized to allow temporary or permanent construction or erection in installation on terraces and/ or on any part of exterior of the said building as the case may be and the purchaser/agrees not to object or dispute the same. This said right shall continue to subsist even after the property is conveyed to the said organization and the same shall be incorporable in proposed conveyance. The Developer shall pay a sum of Rupees 11/- per year to the said Co-operative Housing Society to be formed after the said Property is conveyed / assigned to the said Co-operative Housing Society as such provided that any municipal rates, taxes, cess, assessments are imposed on the said Co-operative Housing Society in respect of any advertisement/hoardings put up on the open spaces, terrace or any other portion of the said property, the same shall be born and paid wholly by the Developer or their

nominee shall be exclusively entitled to the income that may be derived by display of such advertisements at any time thereafter. The purchaser/s shall not be entitled to any abatement in pries of the said Flat or to object to the same for any reason and shall allow the Developer, their agents, servants etc. to enter into the said property including the terraces and other open spaces in the said building for the purpose of putting and/or preserving and /or maintaining and /or removing the advertisements and /or hoarding. The Developers shall be entitled to transfer or assign such right to any person or persons the Developer deem fit and the purchaser/s or the said organization shall not raise any objection thereto.

It is expressly agreed by and between the Developer and the Purchaser and all persons claiming under them that

The Developer shall have unfettered full, free and complete right of way and means of access over, along, across and under all the internal access roads at all times of the day and night, for all purposes and either on foot or with or without carts, carriages, trucks and other vehicles for the purposes of carrying on construction of the said building as well as the construction of additional floors on the said property for consuming the unconsumed F.A. (F.S.I.), TDR F.S.I. and also full free and complete right and liberty to lay and connect drains, pipes, electricity, telephone, fax, cables and services facilities for full and proper use and enjoyment of the said property and/or the **neighboring properties** that may have been or that may hereafter be agreed to be developed by the Developer.

(a) In the event of co-operative Society/ organization being formed and registered before the sale and disposal by the Developer of all the flats and premises in the said building, power and authority of the Co-operative Housing Society so formed shall be subject to the overall authority and control of the Developers in respect of any of the matters concerning the said building, construction and completion thereof and the Developer shall have full and absolute authority and control as regards unsold flats in the said building.

(b) In case, the Lease/ Deed of Conveyance hereby contemplated is executed in favour of the Co-operative Housing Society before the disposal by the Developer all the Flats and other premises then in such case the Developer shall join in as the promoters/members in respect of such unsold flats and premises and when such flats and premises are sold at the discretion of the Developer, Co-operative Society shall admit such purchaser as members of the

Society on payment of entrance fee of **Rs.100/-** and share money of **Rs.250/-**only without charging any premium or other extra amount whatsoever.

The Developers shall not be liable to share the maintenance charges, electricity charges and water charges in respect of the unsold flats/shop/garages/office/parking spaces etc. The Developers will bear the local body assessment tax, if any payable on unsold Flats and nothing else till all such unsold flats etc. are sold.

(d) The Purchaser hereby gives his/her express consent to the Developer to raise any loan against the said property and the building under construction and to mortgage the same with any Banks or any other party. This consent is on the express undertaking that any such loan liability shall be cleared by the Developer at their own expenses before the possession of the said Flat are handed over by the Developer to the Purchaser.

16. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

The Developer hereby represents and warrants to the Purchaser/s as follows.

i. The Developer has clear and marketable title with respect to the said Property, as declared in the title report annexed to this agreement and has the requisite right to carry out development upon the said Property and also has actual, physical and legal possession of the said Property for the implementation of the Project;

ii. The Developer 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 said Property 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 said Property or Project except those disclosed in the title report; All Approvals, licenses and permits issued by the competent authorities with respect to the Project, said Property and said building 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, said Property and said building/wing shall be obtained by following due process of law and the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Property, Building/wing and common areas;

vi. The Developer 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 Purchase/s created herein, may prejudicially be affected;

vii. The Developer has not entered into any other agreement / arrangement with any person or party with respect to the said Property, including the Project and the said Flat which will, in any manner, affect the rights of Purchaser/s under this Agreement, save and except agreement with **Thane Bharat Cooperative Bank Limited.**

viii. The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Flat to the Purchasers to the manner contemplated in this Agreement.

ix. At the time of execution of the conveyance deed of the structure to the Society of Purchaser/s the Developer shall handover lawful vacant, peaceful, physical possession of the common areas of the Structure to the Society of the Purchaser/s;

x. The Developer has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Property to the competent Authorities;

xi. No notice from the Government or any other local body or Authority or any legislative enactment, Government Ordinance, order, notifications (including any notice for acquisition or requisition of the said property) has been received or served upon the Developer in respect of the said Property and/or the Project except those disclosed in the Title Report.

17. The Purchaser/s or himself/themselves with intention to bring all persons into whatsoever is hands the said Flat may come,hereby covenants with the Developer as follows :-

i. To maintain the said Flat at the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the said Flat is taken and shall not do or suffer to be done anything in or to the building in which the said Flat is situated which may be against the rules, regulations or bye-

laws or change/alter or make addition in or to the building in which the said Flat is situated and the said Flat itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the said 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 said Flat is situated or storing or 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 said Flat is situated, including entrances of the building in which the said Flat is situated and in case any damage is caused to the building in which the said Flat is situated or the said Flat on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Flat and maintain the said Flat in the same condition, state and order in which it was delivered by the Developer to the Purchaser/s and shall not do or suffer to be done anything in or to the building in which the said Flat is situated or the other 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 Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall

be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not demolish or cause to be demolished the said 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 said Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Flat is situated and shall keep the portion, sewers, drains and pipes in the said Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said 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 said Flat without the prior written permission of the Developer and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property and the building in which the said 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 said Property and the building in which the said Flat is situated.

vii. Pay to the Developer within fifteen days of demand by the Developer, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the said Flat is situated.

viii. To bear and pay increase in local taxes, Water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Flat by the Purchaser/s to any purposes other than for purpose for which it is sold.

ix. The Purchaser/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 said Flat until all the dues payable by the Purchaser/s to the Developer under this Agreement are fully paid up and only if the Purchaser/s had not been guilty of breach of or non-observance of any of the terms and conditions of the Agreement and until the Purchaser/s has intimated in writing to the Developer and obtain the written consent of the Developer for such transfer assign or part with the interest etc.

x. The Purchaser/s shall observe and perform all the rules and regulations which the Society 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 said Flat 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 Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the said Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. Till a conveyance of the structure of the building in which said Flat is situated is executed in favour of Society the Purchaser/s shall permit the Developer and their surveyors and agents with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the said Property on which the building in which said Flat is situated is executed in favour of The Society the Purchaser/s shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Property or any part thereof to view and examine the state and condition thereof.

18. The Developer shall maintain a separate account in respect of sums received by the Developer from the Purchaser/s as advance or deposit, sums received on account of the share capital for the formation of the Co-operative Society or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

19. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the terrace space in the front of or adjacent to the terrace flats in the said building, if any shall belong exclusively to the respective purchaser of the terrace flat and such terrace spaces are intended for the exclusive use of the respective terrace flat purchaser. The said terrace shall not be enclosed by the flat purchaser till the permission in writing is obtained from the concerned local authority and the Developer or the Society . It is further agreed that the Developer shall be entitled to allow or permit the concerned authorities to put cable station, Hoardings, machineries, Telecommunication Network Towers installation etc. in the terrace or in the premises of the building to carry on telephone, cable or any other lawful activities and purchaser un-conditionally undertake not to take any objection therefore.

20. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that The Purchaser agree for no objection for the development with deficient open space in future if any.

i) That the buyer/member will not be held liable SRA for the proposed inadequate sizes of rooms in future if any.

ii) That the buyer/member will not be held liable SRA for failure of mechanical parking system/car lift in future if any.

iii) That the condition for inadequate maneuvering space of car parking and no complaint to the SlumRehabilitation Authority in this regard will made in future.

21. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat or of the said Plot and Building of any part thereof. The Purchaser/s shall have no claim save and except in respect of the said 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 Developer until the said structure of the building is transferred to the Society and until the said Property is transferred to the Apex Body / Federation as hereinbefore mentioned.

22. MORTGAGE OR CREATE A CHARGE

After the Developer executes this Agreement he shall not mortgage or create a charge on the said Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser/s who has taken or agreed to take such said Flat.

23. BINDING EFFECT

Forwarding this Agreement to the Purchaser/s by the Developer does not create a binding obligation on the part of the Developer or the Purchaser/s until, firstly, the Purchaser/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 Purchaser/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developer. If the Purchaser/s fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/s and / or appear before the

Sub-Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 7 (Seven) days from the date of its receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith including the booking amount shall be returned to the Purchaser/s without any interest or compensation whatsoever.

24. ENTIRE AGREEMENT

This Agreement, along with its schedules, 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, arrangement whether written or oral, if any, between the Parties in regard to the said Flat/Plot/ Building, as the case may be.

25. RIGHT TO AMEND

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

26. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER/S SUBSEQUENT PURCHASER/SS

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 enforcement against any subsequent Purchaser/ss of the said Flat, in case of a transfer, as the said obligations go along with the said Flat for all intents and purposes.

27. SEVERABILITY

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

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

Wherever in this Agreement it is stipulated that the Purchaser/s has to make any payment, in common with other Purchaser/s(s) in Project the same shall be the proportion which the carpet area of the said Flat bears to the total carpet area of all the said Flat in the Project.

29. 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.

30. **PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Purchaser/s, in after the Agreement is duly executed by the Purchaser/s and the Developer 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.

31. The Purchaser/s and/or Developer shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Developer or his Authorized Person/s will attend such office and admit execution thereof.

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

NAME OF PURCHASER/S

Mr. / Mrs.

Address :

DEVELOPER NAME

M/s. ADHIKARI ENGINEERING PVT. LTD.

Registered Office at 435, Avior, Nirmal Galaxy,
Opp. Johnson & Johnson, LBS Road
Mulund (West) Mumbai 400080

It shall be the duty of the Purchaser/s and the Developer 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 Developer or the Purchaser/s as the case may be.

33. JOINT PURCHASER/S

That in case there are Joint Purchaser/s all communications shall be sent by the Developer to the Purchaser/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 Purchaser/ss.

34. 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 Mumbai courts will have the jurisdiction for this Agreement.

FIRST SCHEDULE ABOVE REFERRED TO

1052.70 Sq.Meters of the land out of the all those pieces or parcels of freehold land situated at Survey No.105 (Hissa No. 1/1/2), CTS No. 231A (PART) , 234, 234 (1 to 14) 235, 235 (1 to 6), 236, 236 (1to

7) 1331, 1331 (1 to 10) of Revenue Village Kanjur, Taluka Kurla, District Mumbai Suburban, within the limits of " S " Ward of Municipal Corporation of Greater Mumbai alongwith structures standing thereon, in the Registration and Sub-Registration District of Mumbai Suburban.

And Bounded as under :-

On or towards North	:	Plot Bearing CTS No. 231A (Part)
On or towards East	:	Plot Bearing CTS No. 231 A (Part)
On or towards South	:	Plot Bearing CTS No. 237, Samarth Nagar Road
On or towards West	:	MCGM Nalla

SECOND SCHEDULE ABOVE REFERRED TO

All the Flat No. as detailed below in the building known as **"MAHARASHTRA MANDIR महाराष्ट्र मंदिर "** on the Land as detailed in the First Schedule hereinabove.

Name of Building :- Maharashtra Mandir **(महाराष्ट्र मंदिर)**	
Type	1BHK
Flat No.	
Floor No.	
RERA Carpet Area (sq.ft.)	
RERA Carpet Area (Sq.mts)	

THIRD SCHEDULE ABOVE REFERRED TO

(Common and Limited Common Areas)

The extent and description of the "Common areas and facilities" and of the "Limited Common Areas and Facilities" shall be as under :

(a) Common Areas and Facilities :

(i) Main Entrance Lobby and Foyer of the Building to the Flat Purchaser/s of Flats.

(ii) Compound of the Building as per the plans approved by the appropriate Authority but excluding the car parking space in the compound irrevocably reserved and allotted/to be allotted to the respective Flat Purchaser/s.

(b) Limited Common Area and Facilities :

(i) Staircase landing and passage on each floor shall be for common user of only Flat Purchaser/ss on the particular floor.

(ii) Parking as may be exclusively and irrevocably allotted and reserved to any Flat Purchaser/s for the limited use of such Flat Purchaser/s/Purchaser/s.