

AGREEMENT FOR SALE

This AGREEMENT FOR SALE made at Mumbai, this 28TH Day of JANUARY 2020 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 PROMOTER”** (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. _____ **AND Mrs.** _____ Indian, inhabitant/s residing/doing Service/ Homemaker/ Business at **Room No.**_____.

Hereinafter called **"THE ALLOTTEE/S"** (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**

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W H E R E A S :-

A. 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 Hem Agarwal nee Sunanda Harbanslal Gupta and Mrs. Suman Vivek Gupta nee Suman Harbanslal Gupta as

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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 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 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 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

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PYARELAL GUPTA, of Mumbai, Indian Inhabitant, aged 71 years, occupation Housewife, having her address at 15B, 1ST Floor, Kapur Mahal, 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 Allotee/s s, 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.

B. AND WHEREAS the Promoter 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 Promoter annexed hereto as an **Annexure G, G1 and G2**.

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

C. The Promoter 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

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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.

- D.** 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.
- E.** 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.
- F.** Various structures were standing on the said Property which were occupied by various slum dwellers (hereinafter shall be referred to as **“The Slum Dwellers”**).
- G.** 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”**).
- H.** 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 Promoter of the other part, the said Society granted development rights to and in favour of the Promoter 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 Promoter, thereby conferring various powers and authorities to Promoter 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,

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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 Promoters pursuant to the Development Agreement.

The Promoter thus has the Authority to redevelop the said property under a SRA Scheme and has already taken steps to implement the said SRA Scheme. The Intimation of Approval (IOA) has already been issued by SRA bearing REF No. SRA/ENG/S/PVT/128/2016053/AP/R1 after due compliance of various steps by the Promoters.

- I.** More than **70%** of the Eligible Slum Dwellers (as defined hereinafter) have also granted therein respective consents for appointment of the Promoter herein as the Promoter for undertaking the redevelopment of the said Property.
- J.** The Promoter is thus, validly appointed as the Promoter 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 Promoter through his Architect thereafter, prepared and submitted the requisite scheme 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, The Dy. Collector, Bhandup (Enc and Rem). However The Exact Slum Rehabilitation 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, Area reserved for Nalla widening is 91.22 SQM and 739.50 SQM area is reserved for Play Ground as per the DCPR 2034 and as per the Remarks obtained from MCGM. Also as per revised policy under DCPR 2034 it was Proposed that, out of total 739.50 Sqm of PG Reservation Area, 35% area i.e. 260.39 Sq Meter shall be reserved for Play Ground and to be handover to MCGM. 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 Revised IOA vide No. S/PVT/128/20160531/AP dated 10/01/2020.
- K.** 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. 00. 000. 00000000/000 (00.0.)/0000 0000 0000/0000-0000/0000/ DTD 00 /000/0000 has been issued by The Deputy District Collector, (Enc. & Rem.)

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- L.** 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”**).
- M.** The said Property is Private Land, belonging to **M/s. ADHIKARI ENGINEERING PRIVATE LIMITED** (hereinafter shall be referred to as **“PROMOTERS”**).
- N.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 Promoter 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 Promoter for undertaking redevelopment of the said Property is annexed hereto and annexed as **Annexure “B”** (hereinafter referred to as **“LOI”**).
- N.2** The SRA had issued Revised Letter of Intent (**Revised LOI**) DATED **03/01/2020** bearing number **SRA/ENG/2864/S/PVT/LOI** (hereinafter referred to as **“THE Revised LOI”**) in favour of the Promoter for undertaking redevelopment of the said Property on the area of 1680.16 Sqm. A copy of the Letter of Intent Letter **SRA/ENG/2864/S/PVT/LOI** dated 03/01/2020 in favour of the Promoter for undertaking redevelopment of the said Property is annexed hereto and annexed as **Annexure “C”** (hereinafter referred to as **“Revised LOI”**).
- O.** It is clarified and explained by the Promoter to the Allotee/s 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 Promoter are also required to construct certain **Amenity Tenements/PAP Tenements** spaces free of costs (hereinafter collectively referred to as **“The Rehab Area”**) and the Promoter 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 Promoter to the MCGM/SRA or other concerned authorities and the Promoter 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 Promoter are entitled to construct units on the said Property, which would be available for sale to the Promoter 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 Promoter shall be entitled to the Benefits.

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- P.** The Promoters are entitled and enjoined upon to construct building in the said Property in accordance with the recitals hereinabove. By virtue of the Development Agreement the Promoters has sole and exclusive right to sell the Flat in the building/s to be constructed by the Promoters on the said Property and to enter into Agreement/s with the Purchase(s)/s of the Flat to receive the sale consideration in respect thereof;
- Q.** The Promoter are in possession of the said Property and the Promoter have proposed to construct a composite Building on the said property accordingly, the Promoter through his Architect Mrs. Sheetal Nikhare of S.S.Associates having address 202, Odyssey Park, Nr. Old Passport office ,Wagale Estate, Thane (West) 400602 had submitted Building Plans for construction of the composite building having Two wings, one Wing for Rehab Component and another Wing A for Sale Component 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 **(“Proposed Composite Building”)**).
- R.** The SRA has approved the plans for construction of the said Proposed Composite Building to be constructed on the area of **1680.16 SQM** on said Property and issued in favor of the Promoter an Intimation of Approval dtd. 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 “D”** is a copy of the said Intimation of Approval.
- S.** After Implementation of DCPR 2034 came in force and after obtaining consent from The Society to adopt DCPR 2034, the Promoter 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 **1680.16 SQM** on said Property and issued in favor of the Promoter an Intimation of Approval dated 10/01/2020 bearing number **SRA/ENG/S/PVT/128/20160531/AP** in respect of the Proposed Composite Building comprising of Rehab and Free Sale Area Annexed hereto and marked as **Annexure “E”** is a copy of the said Revised Intimation of Approval.**(Revised IOA)**.
- T.** 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 Promoter has thereafter demolished such said slum structures earlier standing on the said Property.
- U** The SRA has thereupon issued a Commencement Certificate dated 11/01/2019 bearing number S/PVT/128/20160531/AP and thereby has permitted the Promoter 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 “H”**.

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- V. In the circumstances the Promoter has commenced construction of a Composite Buildings having 2 Wings on the said Property comprising One Wing for Rehab component and another wing **Wing “A” for Sale Component** which will contain the Free Sale Area.

- W. 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 Floors / Wings shall be added after obtaining due Permissions/ approvals from SRA.

- X. The Promoter 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 Promoter 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 Promoter 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.

- Y. 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 Allotee/s confirms that the Allotee/s has no objection to the same. The Allotee/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 Promoter 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

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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 as of now above said composite building is constructed on the area of 1328.55 Sqm (Excluding PG Reservation) and The Development on remaining plot shall be taken in due course of Time for Which Allotee/s 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 Promoter 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:

i. 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;

ii. 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;

iii. 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.

iv. 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.

iv. Entire development potential available to the Promoter 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 Promoter on the said Property.

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

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- EE.** The Promoter is entitled to provide to the Allotee/s herein under the terms of the Existing Building Approvals / Promoters’ Entitlement.
- FF.** The Promoter 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.
- GG.** The Promoter 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 Promoter has accepted the professional supervision of the Architect and the Structural Engineer till the completion of the building / buildings.
- HH.** By virtue of the Conveyance deed dated 24/12/2014 the Promoter alone has the sole and exclusive right to this property and has sole and exclusive right to sell the Flat in the said building/s to be constructed by the Promoter on the said Property and to enter into Agreement/s with the Allotee/s of the Flat to receive the sale price in respect thereof;
- II.** 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 Flat , excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Allotee/s or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Allotee/s /s, but includes the area covered by the internal partition walls of the said Flat .
- JJ.** Accordingly, the Promoters herein have allotted to the Allotee/s, a Residential Flat in Composite Building known as **Maharashtra Mandir () bearing No. _____ in “A” Wing on ____ Floor (hereinafter referred to as the “Said Flat ” admeasuring _____ Square Feet i.e _____ Square Meters** RERA carpet area as defined by MAHARERA in the Building to be known as **“Maharashtra Mandir ()”** 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 is marked and highlighted in Red Color on the tentative Floor Plan annexed hereto as an **Annexure “A”**.
- KK.** The Allotee/s demanded from the Promoter and the Promoter has given inspection to the Allotee/s of all the documents of title relating to the said Property and the approved Plans, Designs and specifications prepared by the Promoter’s Architect **Mrs. Sheetal Nikhare of S.S. Associates** and of such other documents as are specified under the RERA and the rules made there under;

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- LL.** The copy of Certificate of Title issued by **Adv. Abhijit Dhumal** on Advocate of the Promoter, has been annexed hereto and market as **Annexure “F”**.

- MM.** The copy of the plans of the Layout as proposed by Promoter 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 “I2”**.

- NN.** The copies of the plans and specifications of the said Flat agreed to be purchased by the Allotee/s, as proposed by the Promoter have been annexed hereto and marked **Annexure “A”** and as approved by the concerned local authority.

- OO.** The Promoter 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.

- PP.** 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 Promoter 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.

- QQ.** The Promoter has accordingly commenced construction of the said building/s in accordance with the said Approved Plans.

- RR.** The Allotee/s has applied to the Promoter for allotment of the said **Flat No. ____ on ____ Floor in ‘A’ Wing** in the Building being constructed in the said Property.

- SS.** Relying upon the said application, declaration and Agreement, the Promoter agreed to sell to the said Allotee/s the said Flat at the price and on the terms and condition hereinafter appearing in this Agreement;

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

- UU.** The Promoter has registered this Project with Self Regulatory Organization (SRO)namely NAREDCO and obtained SRO No. **RPM/M/NR/518000117**.

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The Promoter has also registered this Project under the provisions of the Act with the Real Estate Regulatory Authority (**MAHARERA**) vide **No.P51800024024** which is marked and annexed in Annexure “J”.

- VV.** Under Section 13 of RERA the Promoter is required to execute a written Agreement for Sale of said Flat to the Allotee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.
- WW.** The Allotee/s is been informed that this being a Slum Rehabilitation Scheme, Promoters shall first require to complete the Rehab area and handover the same to the Society members for getting Sale Component area available to the Promoters for sale. The Allotee/s has understood the above aspects after independently satisfying himself/themselves on this regard and has thereafter executed the present Agreement;
- XX. 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 a Private Limited Company and has authorized Director Mr. Satish Savlaram Adhikari to execute necessary Sale Agreement/ Agreement for sale, Alienation of/ Disposal of the Residential/ Commercial Units/ Spaces and or any other document, deeds, letters as “**Confirming Party**” for project Maharashtra Mandir situated at Samarth Nagar, J.M. Road, Bhandup West, Village Kanjur, Taluka Kurla on plot bearing C.T.S. No.231 A Part, 234, 234/ 1 to 14, 235, 235/ 1 to 6,236, 236/ 1 to 7,1331,1331/1 to 10 in the building christened as : “**MAHARASHTRA MANDIR**” to appear before the Sub- Registrar of applicable Jurisdictional Authority for the purpose of Registration of the aforesaid deeds, Agreements and other related documents and / or papers for and on behalf of the company.

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

- 1.** The Promoter shall construct the said Composite Building **Maharashtra Mandir** (□□□□□□□□□□ □□□□□) to be constructed having 2 (TWO) Wings, with 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.
- 2.** The Promoters shall, under the normal conditions and subject to the availability of the required building materials construct and complete the said building as per the said plans, designs, and specifications seen and approved by the said Allotee/s, with such variations and modifications as the Promoters may consider necessary or may be required by any public authority to be made in them. So as long as the area of the said Flat / Shop/s (agreed to be acquired by the Allotee/s from the Promoters) is not altered, the Promoters shall be at liberty (and are hereby permitted) to make variations in the layout/elevations of the property and/or of the building including relocating the open spaces/all structures/buildings/garden spaces and/or varying the location of the access to the said building as the exigencies of the situation and the

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circumstances of the case may require. The Allotee/s hereby expressly consents to such variations as if the said variations had been incorporated in the approved plans and the consent hereby granted shall be deemed to be granted under the provisions of Section 14 (2) (i) and (ii) of the RERA.

- 2.a** The Allotee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allotee/s **one Flat bearing No. _____ on _____ Floor in “A” Wing** (hereinafter referred to as the **“Said Flat ”**) admeasuring **_____ Square Feet** i.e **_____ Square Meters** RERA carpet area as defined by MAHARERA in the Building **“Maharashtra Mandir (महाराष्ट्र मंदिर)** for the consideration of **Rs. _____/- (Rupees _____ Only) (Excluding 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.
- 2.b** The Allotee/s has paid on or before execution of this agreement a sum of **Rs. _____/- (Rupees _____ Only)** as Earnest Money Deposit of application fee and hereby agrees to pay to the Promoter the balance amount of purchase consideration of **Rs. _____/- (Rupees _____ Only)** in the following manner.
- 2.c** By paying in Promoter’s account 20% of Agreement Value i.e. **Rs. _____/-(Rupees _____ Only) and TDS at 1%** (not exceeding 30% of the total consideration) along with proportionate GST within 7 (seven) days from the date of execution of this Agreement;
- 2.d** By paying in Promoter’s account 15% of Agreement Value i.e. **Rs. _____/-(Rupees _____ Only) and TDS at 1%** (not exceeding 45% of the total consideration) along with proportionate GST within 7 (seven) days from the date of intimation about the completion of the construction of Plinth of the said Composite Building and Taxes applicable on each installment;
- 2.e** By paying in Promoter’s account 5% of Agreement Value i.e. **Rs. _____/-(Rupees _____ Only) and TDS at 1%** (not exceeding 70% of the total consideration) along with proportionate GST within 7(seven) days from the date of intimation about the completion of the Second slab as per the schedule given above of the said Building being cast and Taxes applicable on each installment;
- 2.f** By paying in Promoter’s account 4% of Agreement Value i.e. **Rs. _____/-(Rupees _____ Only) and TDS at 1%** (not exceeding 70% of the total consideration) along with proportionate GST within 7(seven) days from the date of intimation about the completion of the 5th slabs as per the schedule given above of the said Building being cast and Taxes applicable on each installment;

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- 2.g** By paying in Promoter’s account 4% of Agreement Value i.e. **Rs. _____/-(Rupees _____ Only) and TDS at 1%** (not exceeding 70% of the total consideration) along with proportionate GST within 7(seven) days from the date of intimation about the completion of the 8th slabs as per the schedule given above of the said Building being cast and Taxes applicable on each installment;
- 2.h** By paying in Promoter’s account 3% of Agreement Value i.e. **Rs. _____/- (Rupees _____ Only) and TDS at 1%** (not exceeding 70% of the total consideration) along with proportionate GST within 7(seven) days from the date of intimation about the completion of the 10th slabs as per the schedule given above of the said Building being cast and Taxes applicable on each installment;
- 2.i** By paying in Promoter’s account 3% of Agreement Value i.e. **Rs. _____/-(Rupees _____ Only) and TDS at 1%** (not exceeding 70% of the total consideration) along with proportionate GST within 7(seven) days from the date of intimation about the completion of the 12th slabs as per the schedule given above of the said Building being cast and Taxes applicable on each installment;
- 2.j** By paying in Promoter’s account 2% of Agreement Value i.e. **Rs. _____/-(Rupees _____ Only) and TDS at 1%** (not exceeding 70% of the total consideration) along with proportionate GST within 7(seven) days from the date of intimation about the completion of the 15th slabs as per the schedule given above of the said Building being cast and Taxes applicable on each installment;
- 2.k** By paying in Promoter’s account 2% of Agreement Value i.e. **Rs. _____/-(Rupees _____ Only) and TDS at 1%** (not exceeding 70% of the total consideration) along with proportionate GST within 7(seven) days from the date of intimation about the completion of the 20th slabs as per the schedule given above of the said Building being cast and Taxes applicable on each installment;
- 2.l** By paying in Promoter’s account 2% of Agreement Value i.e. **Rs. _____/-(Rupees _____ Only) and TDS at 1%** (not exceeding 70% of the total consideration) along with proportionate GST within 7(seven) days from the date of intimation about the completion of the slabs as per the schedule given above of the said Building being cast and Taxes applicable on each installment;
- 2.m** By paying in Promoter’s account 5% of Agreement Value i.e. **Rs. _____/-(Rupees _____ Only) and TDS at 1%** (not exceeding 75% of the total consideration) along with proportionate GST within 7 (seven) days from the date of intimation about the completion of walls, internal plaster, flooring doors and windows of the said Building as per the schedule given above of the said Building sand Taxes applicable on each installments;

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- 2.n

By paying in Promoter’s account 5% of Agreement Value i.e. **Rs. _____/- (Rupees _____Only) and TDS at 1%** (not exceeding 80% of the total consideration) along with proportionate GST within 7(seven) days from the date of intimation about the completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Flat in the said Building as per the schedule given above and Taxes applicable on each installments;
- 2.o

By paying in Promoter’s account 5% of Agreement Value i.e. **Rs. _____/- (Rupees _____Only) and TDS at 1%** (not exceeding 85% of the total consideration) along with proportionate GST within 7(seven) days from the date of intimation about the completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the said Building as per the schedule given above and Taxes applicable on each installments.
- 2.p

By paying in Promoter’s account 5% of Agreement Value i.e. **Rs. _____/- (Rupees _____Only) and TDS at 1%** (not exceeding 90% of the total consideration) along with proportionate GST within 7(seven) days from the date of intimation about the completion of water pumps, electrical fittings, electro, mechanical and environment requirements, as may be prescribed in the Agreement of Sale of the said Building and Taxes applicable on each installment;
- 2.q

By paying in Promoter’s account 5% of Agreement Value i.e. **Rs. _____/- (Rupees _____Only) and TDS at 1%** (not exceeding 95% of the total consideration) along with proportionate GST within 7(seven) days from the date of intimation about the completion of lifts, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of Sale of the said Building and Taxes applicable on each installment;
- 2.r

By paying in Promoter’s account 5% of Agreement Value **Rs. _____/- (Rupees _____Only) and TDS at 1%** along with proportionate GST being the balance purchase price within 7(seven) days from the date on which the Promoters give to the Allotee/s, and Taxes applicable on each installment, a written intimation that the said Flat is ready for occupation irrespective as to whether the Allotee/s takes possession thereof or not.
3.

The time for each of the aforesaid payments as well as other payments to be made by the Allotee/s to the Promoters shall be the essence of the this Agreement. The Promoters will forward to the Allotee/s the intimation of the Promoters having carried out the aforesaid work at the address given by the Allotee/s under this Agreement and the Allotee/s will be bound to pay the amount of installments within seven days of Promoters dispatching such intimation under Certificate of Posting at the address of Allotee/s as given in these presents.
- 3.a

The Allotee/s shall necessarily pay GST at the time of Registration and such other taxes applicable along with the payment of each installment. Delay in

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making payment of Taxes shall be levied with penal interest and continuous default would lead to termination of agreement.

- 3.b** The Total Price above Exclude all Government, Semi Government Taxes (consisting of tax paid or payable by the Promoter by way of Value Added tax, Service Tax and Cess, LBT, GST, TDS or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the said Flat .
- 3.c** The Total Price is escalation-free, save and except escalations / increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the Competent Authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allotee/s for increase in development charges, cost, or levies imposed by the Competent Authorities etc. the Promoter shall enclose the said notification /order/rule/ regulation/published/issued in that behalf to that effect along with the demand letter being issued to the Allotee/s /s, which shall only be applicable on subsequent payments.
- 3.d** The Allotee/s shall pay to the Promoter the Allotee/s 's share of Stamp Duty, Scanning Fees, Out of Pocket Expenses, Registration Charges of this Agreement, VAT, TDS, 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.
- 3.e** The Allotee/s and /or their Bankers on above said payment shall made payments in favour of Thane Bharat Co-op Bank Ltd **A/c. ADHIKARI ENGINEERING PRIVATE LIMITED.**
- 3.f** The Promoter shall confirm the final carpet area that has been allotted to the Allotee/s after the construction of the Building is completed 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 Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allotee/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 Allotee/s. If there is any increase in the carpet area allotted to Allotee/s, the Promoter shall demand that from the Allotee/s as per the next milestone of the Payment Plan.
- 3.g** The Allotee/s authorizes the Promoter 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 Promoter may in its sole discretion deem fit and the Allotee/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

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- 4.1** The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Flat to the Allotee/s, obtain from the concerned local Authority occupation and/or completion certificates in respect of the said Flat.
- 4.2** Time is essence for the Promoter as well as the Purchase/s. The Promoter shall abide by the time schedule for completing the project and handing over the said Flat to the Allotee/s and the common areas to the Society of the Allotee/s after receiving the occupancy certificate or the completion certificate or both, as the case may be, Similarly, the Allotee/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 Promoter as provided in **clause 2 (b to r)** herein above (**“Payment Plan”**).
- 4.3** The Allotee/s confirms that the installments payable by the Allotee/s and all amounts payable under these presents shall be paid on the respective due dates without any delay or default as time in respect of payment of installments and in respect of all amounts payable under these presents by the Allotee/s to the Promoters is the essence of the contract.
- 4.4** If the Allotee/s delays or defaults in making payment of any of the installments or amounts, the Promoters shall be entitled to interest at the rate of State Bank of India’s highest Marginal Cost of Lending Rate plus Two percent per annum on all such amounts and installments from the date of default till payment and/or receipt thereof by the Promoters without prejudice, to their other rights in law and under these presents. It is further agreed that on the Allotee/s committing 3(three) default in payment of either the installments or any other amount or amounts under these presents on the due date (including his/her proportionate share of taxes, rates, cesses, other charges, betterment charges and all other outgoings) the Promoters shall be entitled at their option to terminate this Agreement PROVIDED AND ALWAYS that the power to terminate herein contained shall be exercised by the Promoters after giving the Allotee/s 15(fifteen) days prior notice in writing to the Allotee/s , by Registered Post AD at the address provided by the Allotee/s and mail at the email address provided by the Allotee/s , of their intention to terminate this Agreement and specifying the breach or breaches of the terms and conditions on account of which the Promoters intend to terminate the Agreement and if the Allotee/s continues the default in remedying such breach or breaches after the expiry of the stipulated period of 15(fifteen) days from the date of such notice from the Promoters. It is further agreed that upon termination of this Agreement as stated herein the Promoters shall refund to the Allotee/s the installments of the said price which the Allotee/s may till then have paid to the Promoters after forfeiting the amount paid as Earnest Money Deposit but the Promoters shall not be liable to pay to the Allotee/s any interest on the amount so refunded and upon termination of this Agreement, the Promoters shall be at

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liberty to dispose off and sell the said Flat to such person or persons at such price and on such conditions as the Promoters may desire and think fit in their absolute discretion and the Allotee/s shall have no right in that behalf. The Allotee/s agrees that the Promoters are not bound to give notice for payment of amounts due under these presents on their respective due dates mentioned herein and the failure thereof shall not be pleaded as an excuse for non-payments of any amount or amounts on their respective due dates. If Allotee/s neglects, omits or fails to pay for any reason whatsoever to the Promoters any part of the amount due and payable under the terms and conditions of this Agreement (whether before or after the delivery of possession) within the time hereinafter specified or if the Allotee/s shall in any other way fail to perform or observe any of the covenant and stipulations, Promoters shall be entitled to reenter upon and take over the possession of the said Flat and of conveying whatsoever therein and this Agreement shall cease and stand terminated. The Allotee/s in such event being occurred agrees that on the Promoters reentering the said unit as aforesaid, all the rights, title and interest of the Allotee/s shall also be liable to be extinguished and all the monies paid herein by the Allotee/s shall stand forfeited.

- 4.5** It is expressly agreed that the possession of the said Flat will be handed over by the Promoters to the Allotee/s by **31st December 2023** provided the Promoters have received the full purchase price of the said Flat and other amounts payable by the Allotee/s to the Promoters under these presents and provided the construction by the Promoters is not delayed on account of non availability of steel, cement or other building material, water or electric supply and no act of God, Civil Commotion, Riot, War force majeure, strike/ lockout/ layoffs of the labour of the Promoters or of the manufacturers/ suppliers of building materials or other natural calamity or any notice, Order, Rule, Notification of the Government and/or any other Public Body and/or Competent Authority and/or Planning Authority and for such other similar reasons and/or circumstances beyond the control of the Promoters. If the Promoters are unable to give possession of the said Flat by the dates stipulated hereinabove then the Promoters agree that they shall be liable on demand by the Allotee/s to refund to the Allotee/s the amounts already received by them in respect of the said Flat with simple interest at the rate of State bank of India's highest Marginal Cost of Lending Rate plus Two percent per annum from the date of Promoters having received the sum till the dates the amounts and interest thereon is repaid by the Promoters to the Allotee/s s. It is agreed that upon refund of the said amount together with interest as stated hereinabove the Allotee/s shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoters or against the said Flat or against the said property in any manner whatsoever and the Promoters shall be entitled to deal with and dispose off the said Flat to any person or party as the Promoters may desire at their absolute discretion;
- 5.** The Promoter hereby declares that the BUILT UP AREA available for development as on date in respect of the said Property is **4154.92 Square Meters** only and Promoter has planned to utilize Floor Space Index of

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4154.92 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 Regulation 2034 and/or by way of amalgamation of another plot or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Property. The Promoter has disclosed the Floor Space Index of **4154.92 square meters** as proposed to be utilized by him on the said Property in the said Property and Allotee/s has agreed to purchase the said Flat based on the proposed construction and sale of Flat to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

6. The Promoter hereby agrees that he shall, before handing over possession of the said Flat to the Allotee/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 Allotee/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 Promoter 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.
7. The Promoter 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 Promoter 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 Promoter in favour of the said Society.
- 8.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the said Flat to the Allotee/s, the Promoter agrees to pay to the Allotee/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 Allotee/s /s, for every month of delay, till the handing over of the possession. The

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Allotee/s agrees to pay to the Promoter, 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 Allotee/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allotee/s to the Promoter.

8.2 Without prejudice to right of Promoter to charge the interest in terms of clause 8.1 above, on the Allotee/s committing 3 (three) default in payment on due date of any amount due and payable by the Allotee/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allotee/s committing breach of any of terms and conditions herein contained, the Promoter shall be entitled at his own option, to terminate this Agreement. **PROVIDED** that, Promoter shall give notice of 15 (fifteen) days in writing to the Allotee/s by Registered Post AD at the address provided by the Allotee/s and or mail at the e-mail address provided by the Allotee/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 Allotee/s fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period. Promoter shall be entitled to terminate this Agreement and upon termination of this Agreement the Promoter, shall be at liberty to dispose of and sell the said Flat to such person and at such price as the Promoter may in his absolute discretion think fit. **PROVIDED FURTHER** that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allotee/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) 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 Allotee/s to the Promoter but the Promoter shall not be liable to pay to the Allotee/s any interest on the amount so refunded.

The Promoter shall give possession of the said Flat to the Allotee/s on or **before 31 day of December 2023** if the Promoter fails or neglects to give possession of the said Flat to the Allotee/s on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allotee/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 Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoter shall be entitled to reasonable extension of time 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.

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- 9.1 Procedure for taking possession** – The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the said Flat, to the Allotee/s in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoter shall give possession of the said Flat to the Allotee/s /s. The Promoter agrees and undertakes to indemnify the Allotee/s in case of failure of fulfillment of any of the provisions formalities, documentation on part of the Promoter. The Allotee/s agree(s) to pay the maintenance charges from the date of receipt of notice in writing from the Promoter of taking over the possession of the said Flat, as determined by the Promoter or Society of Allotee/s as the case may be. The Allotee/s agrees to pay the maintenance charges within 7 (seven) days of the receipt of aforesaid notice. The Promoter on its behalf shall offer the possession to the Allotee/s in writing within 7 (seven) days of receiving the occupancy certificate of the Project.
- 9.2** The Allotee/s shall take possession of the said Flat within 15 (Fifteen) days of the Promoters giving written notice to the Allotee/s intimating that the said Flat are ready for use and occupation.
- 9.3 Failure of Allotee/s to take Possession of said Flat** upon receiving written intimation from the Promoter as per clause 9.1, the Allotee/s shall take possession of the said Flat from the Promoter by executing necessary indemnities, undertaking and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said Flat to the Allotee/s in case the Allotee/s fails to take possession within the time provided in clause 9.1 such Allotee/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 Allotee/s the Allotee/s brings to the notice of the Promoter 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 Promoter at his own cost and in case it is not possible to rectify such defects, then the Allotee/s shall be entitled to receive from the Promoter compensation for such defect or change.
- 10.** The Allotee/s shall use the said Flat or any parts thereof permit the same to be used only for purpose of residence or shop as approved. He shall use the Car Parking Space or parking space if allotted only for purpose of keeping or parking the Allotee/s owned vehicle.
- 11.** The Allotee/s s along with Allotee/s of said Flat in the building shall join in forming and registering the Society to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and 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 Promoter within seven days of the same being forwarded by the Promoter to the Allotee/s so

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as to enable the Promoter to register the common organization of Allotee/s, so as to enable the Promoter to register the common organization of Allotee/s . No objection shall be taken by the Allotee/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.

- 11.1** The Promoter 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/Promoter and/or the owners in the said structure of the Building or wing in which the said Flat is situated.
- 11.2** The Promoter 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/Promoter and/or the owners in the said Property on such the building.
- 11.3** Within 15 (fifteen) days after notice in writing is given by the Promoter to the Allotee/s that the said Flat is ready for use and occupation, the Allotee/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 Allotee/s shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allotee/s / further agrees that till the Allotee/s share is so determined the Allotee/s shall pay to the Promoter provisional monthly contribution of **Rs. _____/- (Rupees _____ Only)** per month towards the outgoings. The amounts so paid by the Allotee/s to the Promoter shall not carry any interest and remain with the Promoter 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 Promoter to the Society or as the case may be. The Allotee/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 Allotee/s shall be regarded as the default on the part of the Allotee/s and shall entitle the Promoter to terminate this agreement in accordance with the terms and conditions contained herein. The Allotee/s and/or their proposed Society will not require the Promoters to contribute proportionate share of the maintenance charges of the Flat with or without open garage and other areas attached thereto which are to

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be constructed or which are not sold and disposed off by the Promoters. The Promoters will also be entitled to the refund of the Municipal Taxes on account of the vacancy of the unsold Flat.

12. The Allotee/s shall on or before delivery of possession of the said Flat keep deposited with the Promoter, the following amounts:-

- (i) **Rs. _____/-(Rupees _____ Only)** for share money, application entrance fee of the Society
- (ii) **Rs. _____/-(Rupees _____ Only)** for registration of the Allotee's 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.
- (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.

13. The Allotee/s shall pay to the Promoter 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 Promoter 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.

14. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allotee/s shall pay to the Promoter, 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 Allotee/s shall pay to the Promoter, the Allotee'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.

15. The Promoter 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 Promoter 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 Allotee/s /agrees not

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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 Promoter 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 Promoter or their nominee shall be exclusively entitled to the income that may be derived by display of such advertisements at any time thereafter. The Allotee/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 Promoter, 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 Promoters shall be entitled to transfer or assign such right to any person or persons the Promoter deem fit and the Allotee/s or the said organization shall not raise any objection thereto.

16. It is expressly agreed by and between the Promoter and the Allotee/s and all persons claiming under them that The Promoter 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 Promoter.
- (a) In the event of co-operative Society/ organization being formed and registered before the sale and disposal by the Promoter of all the Flat 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 Promoters in respect of any of the matters concerning the said building, construction and completion thereof and the Promoter shall have full and absolute authority and control as regards unsold Flat 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 Promoter all the Flat and other premises then in such case the Promoter shall join in as the Promoters/members in respect of such unsold Flat and premises and when such Flat and premises are sold at the discretion of the Promoter, Co-operative Society shall admit such Allotee/s as members of the Society on payment of entrance fee of **Rs._____/-** and share money of

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Rs. _____/-only without charging any premium or other extra amount whatsoever.

- (C) The Promoters shall not be liable to share the maintenance charges, electricity charges and water charges in respect of the unsold Flat /Shops/shop/garages/office/parking spaces etc. The Promoters will bear the local body assessment tax, if any payable on unsold Flat and nothing else till all such unsold Flat etc. are sold.
- (d) The Allotee/s hereby gives his/her express consent to the Promoter 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 Promoter at their own expenses before the possession of the said Flat are handed over by the Promoter to the Allotee/s .

17. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allotee/s as follows.

- i. The Promoter 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 Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the 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 Promoter 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;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Said Property, said Property and said building/wing are valid and subsisting and have been obtained by

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following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Said Property, said Property and said building/wing shall be obtained by following due process of law and the Promoters has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Said Property, said Property, Building/wing and common areas;

- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right title and interest of the Purchase/s created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any other agreement / arrangement with any person or party with respect to the said Flat which will, in any manner, affect the rights of Allotee/s under this Agreement, save and except agreement with Thane Bharat Cooperative Bank Limited.
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat to the Allotee/s to the manner contemplated in this Agreement.
- ix. At the time of execution of the conveyance deed of the structure to the Society of Allotee/s the Promoter shall handover lawful vacant, peaceful, physical possession of the common areas of the Structure to the Society of the Allotee/s;
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said 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 Promoter in respect of the said Property and/or the Project except those disclosed in the Title Report.

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

- i. The Allotee/s shall from the date of possession, maintain the said Flat at his/her/their/its own costs in good and tenantable repairs and shall not do or suffer to be done anything in or to the said Flat the staircases and/or common passages which may be against the

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rules and/or regulations and/or bye-laws, rules or regulations of the Municipality, MSEDCL or any legal bodies or any other authority nor shall the Allotee/s change, alter or make additions and/or alterations in or to the buildings or any part thereof or change the user thereof. The Allotee/s shall be responsible for violation or breach of this provision and hereby agrees to save harmless, indemnify and keep indemnified the Promoters as well as such Co-operative Society against any action and liability of any nature whatsoever on account of any such breach, defaults, commission or omission on the part of the Allotee/s.

- ii. The Allotee/s shall not store in the said Flat any goods which are hazardous, combustible or dangerous in nature or are so heavy as to damage the construction or structure of the Building in which the said Flat is situated or storing of which goods is objected to by the concerned local or other authorities, and shall take care while carrying heavy packages to the upper floors which are likely to damage the staircases, common passages or any other structure of the Building including entrances of the Flat in which the said Flat is situated or the said Flat on account of negligence or default of the Allotee/s in this behalf, the Allotee/s shall be liable for the consequences of breach of this clause.
- 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 Promoter to the Allotee/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 Allotee/s committing any act in contravention of the above provision, the Allotee/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 Promoter and/or the Society or the Limited Company.

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- v. The Allotee/s shall not do or permit to be done any act, deed, matter or thing which may render void or voidable any insurance of the said Building in which the said Flat are situated or cause any increased premium to be payable in respect thereof. The Allotee/s shall not decorate the exterior of his/her/its/their Flat otherwise than in the manner agreed to with the Promoters or in the manner as far as may be in which the same was previously decorated.
- 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 Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the 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 Allotee/s to any purposes other than for purpose for which it is sold.
- ix. The Allotee/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 Allotee/s to the Promoter under this Agreement are fully paid up and only if the Allotee/s had not been guilty of breach of or non-observance of any of the terms and conditions of the Agreement and until the Allotee/s has intimated in writing to the Promoter and obtain the written consent of the Promoter for such transfer assign or part with the interest etc.

The Allotee/s and the persons to whom the said Flat are sub-let, let, transferred, assigned or given possession of shall duly and faithfully abide by, observe and perform all the rules, bye-laws and regulations which the Co-operative Housing Society at the time of registration may adopt, and the additions, alterations or amendments thereof for the protection and maintenance of the said building the said Flat and other portions therein and for the observance and carrying out of the Building rules and regulations and the bye-laws for the time being of the Municipality and to the local authorities and of the Government and other public Bodies. The Allotee/s and the person to whom the said Flat are let, transferred, assigned or given possession of, shall duly and faithfully abide by, observe and perform all the stipulations and conditions laid down by such co-operative society regarding the occupation and use of the Building and/or the Flat therein and shall pay and contribute regularly and punctually towards the taxes, expenses and

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the other outgoings under any head and of any nature whatsoever in accordance with the terms of this Agreement.

- x. The Allotee/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 Allotee/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 Allotee/s shall permit the Promoter and their surveyors and agents with or without workmen and others, at all reasonable times, to enter into and upon the 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 Allotee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Property or any part thereof to view and examine the state and condition thereof.

The Allotee/s have prior to the execution of this Agreement satisfied himself/ herself/itself/ themselves about the title of the Owner/Co Promoters/Promoters and the entitlement of the Promoters to the Development cum sale rights in the said property described in the First Schedule and Second Schedule hereunder written.

The Promoters shall be at liberty to sell, assign, transfer or otherwise deal with their right, title or interest in the said property and/or in the building to be constructed thereon and mortgage the same provided it does not in any way affect or prejudice the area of the Allotee/s in respect of the said Flat and provided the mortgage if averted is released to the extent of the Promoters Flat at the time of handing over possession thereof.

The Allotee/s shall permit the Promoters and their servants and agents with or without workmen and other at all reasonable times to enter into and upon the said Flat or any part thereof to view and examine the state and condition thereof and the Allotee/s shall make good within three months, of the giving of a notice, all defects, decays and wants of repairs of which such notice in writing shall be

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given by the Promoters to the Allotee/s /s. The Allotee/s shall also permit the Promoters and their servants and agents with or without workmen and others at all reasonable times to enter into and upon the said Flat for the purposes of repairing any part of the building and for the purpose of making repairs, maintaining, rebuilding, clearing, lighting and keeping in order and condition all services, drains, pipes, cables, water courses, gutter, wires, party wall, structures or other conveniences belonging to or serving or used for the said building also for the purpose of laying, maintaining, repairing and reinstating drainage and water pipes and electric wires and cables and for similar purposes.

19.

It is clearly understood and agreed by and between the parties hereto that the Promoters shall have the unqualified and unfettered right to allot on Ownership basis or otherwise to any one of their choice the terrace above the top floor of the said building subject to the necessary means of access to be permitted so as to reach the water tanks of the building. The Allotee/s of such terrace shall be entitled to make use of the same for all legitimate purposes whatsoever.
20.

The Allotee/s shall permit the Promoters and their surveyors and agents, with or without workmen and other, at all reasonable times to enter into and upon the said property and the said Flat or any part thereof to view and examine the state and condition thereof.

The Promoters shall have first lien and charge on the said Flat agreed to be acquired by the Allotee/s in respect of any amount payable by the Allotee/s under the terms and conditions of this Agreement.

- 21.1.

If at any time after entering into this Agreement the floor space index is increased by the Government or the Municipal Corporation for Greater Mumbai or any other public Body or authority or T.D.R., F.S.I. is permitted to be consumed on the said property and as a result thereof the Promoters become entitled to avail of the said increase and construct additional floors, and/or additional structures on the said property or if otherwise the Promoters become entitled to construct additional floors, areas, or additional structures on the said property by paying of premium or otherwise howsoever the Promoters shall be entitled to do so and shall be entitled to sell the additional floors, areas or such additional structures to be constructed by them on the said property to the prospective Allotee/s thereof even if the conveyance has in the meantime been executed in favour of such Co-operative Society and that such prospective Allotee/s s of the other Flat shall have right to and that they shall also be admitted as the members of such a Co-operative Society that may be formed of all the Allotee/s of other Flat in the said building and/or on the said property.
- 21.2

The Allotee/s hereby covenant, agree and undertake to sign such consent letters and other papers as may be required by the Promoters from time to time for availing of the benefit of construction of the additional floors area and/or structures as per the rules and regulations of the local authority;

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- 21.3** The Allotee/s shall from time to time sign all applications, papers and documents, and do all such acts, deeds, matters and things as the Promoters and/or the society may require for safeguarding the interest of the Promoters and/or the Allotee/s and the other Allotee/s s of the said Flat in the said building.
- 22.** The MSEDCL or TATA Power Limited or any other local body or authority requires a sub- station to be put on the stipulated property, the costs, charges and expenses of the land and structure thereof shall be borne and paid by all the Allotee/s s of the Flat in the said building including the Allotee/s herein in proportion with the area of their respective Flat.
- 23.** The Allotee/s hereby agree and bind themselves to pay to the Promoters or to the said Society, as the case may be, such amounts as may be required to be paid in respect of the Society Office Charges, Garden, Cable Charges, Club House Charges, Development charges and similar other disbursements as and when demanded by the Promoters and the same shall be paid by all the Allotee/s of the Flat / Shops/terraces.
- 24.1.** The Flat Holder/s hereby agrees and binds himself to pay to the Promoters or to the said Society, as the case may be, such amounts as non-interest bearing deposit or otherwise as may be required to be paid in respect of Electricity meter deposit, water meter charges, Gas Meter deposits and similar other deposits/disbursements as and when demanded by the Promoters and the same shall be borne and paid by all the Allotee/s s of the Flat / Shops/terraces in proportion to the area of respective Flat / Shops/terraces;
- 24.2.** The Allotee/s agree to pay to the Promoters within 7(seven) days on demand the Allotee/s share of such deposit;
- 24.3.** The Development and/or betterment charges or other levy by the concerned local authority, Government and/or any other public authority in respect of the said property and/or buildings along with all the Allotee/s in the Building in proportion to the floor area of their respective Flat.
- 25.** The Promoters or any person or persons nominated by the Promoters or the party/s to whom the rights concerned under this clause are assigned shall have an absolute right to make additions, put up additional structures as may be permitted by SRA, the Municipal Corporation and other competent Authority and such additions, alterations and structures will be the sole property of the Promoters or their nominee or nominees as the case may be who will be entitled to dispose of the same in any way they choose and the Allotee/s hereby consents to the same.
- 26.** The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allotee/s as advance or deposit, sums received on account of the share capital for the formation of the Co-

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operative Society or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

27. 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 Flat in the said building, if any shall belong exclusively to the respective Allotee/s of the terrace Flat and such terrace spaces are intended for the exclusive use of the respective terrace Flat Allotee/s. The said terrace shall not be enclosed by the Flat Allotee/s till the permission in writing is obtained from the concerned local authority and the Promoter or the Society. It is further agreed that the Promoter 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 Allotee/s un-conditionally undertake not to take any objection therefore.

28. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES

hereto that The Allotee/s agree for no objection for the development with deficient open space in future if any. That the buyer/member will not be held liable SRA for the proposed inadequate sizes of rooms in future if any. That the buyer/member will not be held liable SRA for failure of mechanical parking system/car lift in future if any.

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

29. Nothing contained in this Agreement is intended to be nor shall be

construed as a grant, demise or assignment in law of the said property and the said Building or any part thereof. The Allotee/s shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all lobbies, staircases, terraces, recreation spaces, etc. will remain the property of the Promoters. It is agreed that the Allotee/s will have no objection if the Promoters decide to allot any portion under the stilt to the persons not being the said Allotee/s of the Flat in the said building. The Allotee/s and the Proposed Society shall admit the said Promoters as their nominal members. The Allotee/s will not take any objection if the Prospective Promoters enclose or cover their respective portion under the stilt subject to necessary permission from Concerned Authorities;

The Promoters shall be entitled to further amalgamate the properties described in the First Schedule and Second Schedule hereunder written with any other adjoining properties if they so desire and arrive at a further comprehensive redevelopment scheme reserving suitable rights of access to and from any other adjoining properties as may be acquired by the Promoters and have no objection for Allotee/s or tenant of other properties become member of Society;

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30. The Allotee/s agrees not to transfer, assign, or part with his/her interest in the said Flat until the payment of the entire purchase consideration hereunder and before obtaining the prior written consent of the Promoters.
31. The Allotee/s and person to whom the said Flat are let, sub-let, transferred, assigned or given possession of, shall from time to time sign all applications, papers and documents and do all acts, deeds and things as the Promoters and/or the Co-operative Society as the case may be, require for safeguarding the interests of the Promoters and/or of the other Allotee/s s of the Flat in the building, in keeping with the provisions of the Agreements.
- 32.1. The Allotee/s hereby agree and undertake to become and be a member of the Co-operative Society or Association in the manner herein appearing and also from time to time to sign and execute the application for registration and for membership and other papers and documents necessary for the formation, and the Registration of the Co-operative Society and/or for becoming a member including the bye-laws of the proposed Co-operative Society within 4 (four) days of the same being forwarded by the Promoters to the Allotee/s and no objection shall be taken by the Allotee/s, if any changes or alterations or amendments or modification are made in the draft bye-laws as may be required by the Registrar of the Co-operative Societies or any other Competent Authority or by the Promoters. The Allotee/s shall be bound from time to time to sign all papers and documents and to do all acts, deeds, matters and things as may be necessary from time to time for safeguarding the interest of the Promoters and/or the other Allotee/s of the said other Flat in the said Building or in the said compound;
- No objection shall be taken by the Allotee/s, if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative societies or any other Competent Authority;
- 32.2 That the Society shall always be known as **“MAHARASHTRA MANDIR CO-OPERATIVE HOUSING SOCIETY LTD”** if so approved by Registrar of Cooperative Societies or such other name as may be approved by the Promoters and the name of the Co-operative Society of said Flat to be formed shall bear the said name and this name shall not be changed in future without the written permission of the Promoters;
33. The Allotee/s hereby covenants that from the date of possession he/she shall keep the said Flat the walls and partition walls, sewers, drains, pipes and appurtenances thereto belongto him/her in good condition and tenantable repair and conditions and protect the parts of the building other than his/her/its/their Flat and shall abide by all bye-laws, rules and regulations of the Government, Municipal Corporation of Greater Mumbai, Electric Supply Company and/or any other authorities and local bodies and shall attend, answer and be responsible for all actions for violations of any such conditions or rules or bye-laws.

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34. The Flat Allotee/s shall be entitled to any compensation or rebate or charge for alteration and additions made in the said Flat. It is agreed between the parties hereto that there may be a possibility of increase or reduction in the carpet area upto 5% total area which is agreed to be allotted to the Flat Allotee/s. In the event if the carpet area of the 5% out of the total area is reduced then the Promoters shall refund back the said proportionate amount of reduction area and if there is increase in the area then the Flat Allotee/s shall pay for the said additional area to the Promoter proportionate amount of increase area.
35. The Allotee/s along with the other Allotee/s who take or have taken the other Flat in the said building being constructed by the Promoters in the said property shall become members of a Co-operative Society to be incorporated or formed by the Promoters and the rights of the said Allotee/s will be recognized and regulated, by the provisions of the said Co-operative Society and the rules and regulations formed by the said Society, but subject to the terms of this Agreement.
36. On the completion of the said building and other structure and the entire development of the property described in the First Schedule and Second Schedule hereunder written including with that of any other adjoining properties as may have been amalgamated and merged with the said property and on receipt of by the Promoters of the full payment of all the amounts due to them by all the Allotee/s of the said Flat in the said Building and other structures (if permitted) the Allotee/s shall co-operate with the Promoters in forming and registering a Co-operative Housing Society, the rights of members of such Co-operative Society being subject to the rights of the Promoters under this Agreement and the Deed of Conveyance/Lease or such other Assurance as may be decided by the Promoters to be executed in pursuance thereof. When the Co-operative Society is registered or all Allotee/s are made members of the present Society and all the amount due and payable to the Promoters are paid in full as aforesaid and the development of the entire property is completed in all respects including the issue of the Building Completion Certificate, the Promoters shall within one year thereafter execute a Deed of Conveyance/Lease and other necessary assurances of the said building **“MAHARASHTRA MANDIR ”** with land appurtenant thereto and forming a part of the said entire property described in the First Schedule and Second Schedule hereunder written in favor of the Co-operative Society it being agreed that such Deed of Conveyance/Lease and the other necessary assurances shall be in keeping with the terms and provisions of this Agreement. The Promoters shall alone decide whether Deed of Lease or a Deed of Conveyance in respect of the said property will be executed in favour of the Co-operative Society.
37. In the event of the Co-operative Society being formed and registered before the sale and disposal by the Promoters of all the Flat in such building and in the compound or the present Society continuing after inclusion of the new Allotee/s, the powers and authority of the Co-operative society so formed or of the Allotee/s and the Allotee/s of the Flat shall be subject to

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the overall Authority and control of the Promoters in respect of any of the matters concerning the said building, the construction and completion thereof and of all amenities pertaining to the same and in particular the Promoters shall have absolute authority and control as regards the unsold Flat and the disposal thereof. The Promoters of the said unsold Flat will also be entitled for membership of the Society on payment of the entrance fee and share subscription fee and the Society shall not be entitled to levy any premium or transfer charge while admitting the said Promoters as members. The Society shall also not be entitled to seek any contribution from the Promoters towards maintenance charges in respect of the unsold Flat and Flat in the event of the Promoters handing over management of the Building to the Society prior to sale of all the Flat.

- 38.** The Advocates of the Promoters shall prepare and/or approve the Deed of Conveyance and all other documents to be executed in pursuance of this Agreement as also the bye-laws in connection with the formation registration and/or incorporation of the Co-operative Society. All costs, charges and expenses of and including Stamp Duty, Registration Charges and all other expenses including of whatsoever nature in connection with the formation of the Co-operative Society and the preparation and execution of the Deed of Lease/Conveyance and its duplicate and other assurances, if any, in pursuance hereto shall be borne and paid by all the Allotee/s s of the Flat / Shops, and other Flat in the said building on the said property in proportion to the area of their respective Flat and/or by such Co-operative Society comprising of the Allotee/s as the members thereof.
- 39.1** The Stamp Duty and Registration Charges and all other out of pocket expenses of and incidental to this agreement shall be borne and paid by Allotee/s alone and this Agreement shall be lodged for Registration by the Allotee/s within the time prescribed under law and the Promoters will attend the Sub-Registry Office and admit the execution thereof after the Allotee/s informs them the date and Serial Number under which it is lodged for registration. If the Allotee/s fail/s to lodge this Agreement for Registration within the time prescribed by law, the Promoters shall not be responsible for the same or for any consequences arising from non-registration of the Agreement for any reason whatsoever. The Allotee/s shall also be liable to bear and pay the proportionate stamp duty and registration charges that may be payable on the said Indenture of Conveyance and/or Deed of Lease as the case may be. The Allotee/s will deposit with the Promoters the necessary amount for the purpose whenever demanded and in any event before he/she/it/they is/are put in possession of the said Flat / Shops;
- 39.2.** The Allotee/s hereby agree to pay on demand the Allotee/s Share of Stamp Duty and Registration Charges, Payable, if any, by the said Society on the Assignment or any other document or instrument of transfer in respect of the said land and buildings to be executed in favor of the Society.

PROMOTER	FLAT PURCHASER/S

- 40.** In the event of the Society of Allottee/s being formed and registered before the Sale and disposal by the Promoters of all the Flat, garages, shops in the said building, the power and authority of the Society shall be subject to the overall control and authority of the Promoters in respect of any of the matter concerning the said property and/or the said building, the construction and completion thereof and all the amenities appertaining to the same and in particular the Promoters shall have absolute authority and control as regards the unsold Flat, terrace and any other Flat and the disposal thereof and the consideration for which the same shall be disposed off. It is further agreed that the Promoters of the said unsold Flat shall be admitted as members of the Society without levy of any premium or transfer fee. The Society in such event will only be entitled to levy share subscription amounts and membership application fee.
- 41.** All letters, receipts and/or notices issued by the Promoters dispatched under Certificate of Posting to the address known to them of the Allottee/s shall be sufficient proof of the receipt of the same by the Allottee/s and shall completely and effectually discharge the Promoters.
- 42.** The Agreement shall always be subject to the provisions contained in the RERA Act, 2016 and Rules and Regulations of the RERA or any modification, amendments or re-enactments thereof for the time being in force or any other provisions of laws applicable thereto.
- 43.** Any delay tolerated or indulgence shown by the Promoters in enforcing the terms and conditions of this Agreement or any forbearance or of giving of time to the Allottee/s by the Promoters shall not be construed as waiver on the part of the Promoters of any breach of or non-observance or compliance of any of the terms and conditions of this Agreement by the Allottee/s nor shall the same in any manner prejudice the rights of the Promoters.
- 44.** Any tax as a sale or otherwise in whatever form either as a whole or in part or on any inputs or labour or material or equipment used or supplied in execution of or in connection with this transaction including GST, cesses and such other taxes applicable, etc. shall be payable by the Allottee/s along with other Allottee/s on demand and the Promoters shall not be held liable or responsible in respect thereof. In the event of onus and responsibility being cast upon the Promoters to pay any taxes or such other taxes applicable or including as may be levied on the labour charges it shall be the obligation of the Allottee/s to pay the same to the Promoters who shall thereafter pay the same to the Concerned Authority. The Allottee/s agrees to pay such GST and such other taxes as applicable charges as may be payable and levied by concerned authority.
- 45.** All prevailing costs, charges and expenses including stamp duty and registration Charges of this agreement shall be borne and paid by the Allottee/s alone.

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- 46.** The Allotee/s is the investor as defined under Article – 5 (g-a)(ii). In the event of assignment/transfer of the said Flat within the stipulated period the investor will be entitled to adjust the stamp duty as provided in the said article. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Allotee/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- 47.** 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 or any part thereof. The Allotee/s shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him and all lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters until the said structure of the building is transferred to the Society/Limited Company or other body and until the said Property is transferred to the Apex Body /Federation as hereinbefore mentioned.
- 48. MORTGAGE OR CREATE A CHARGE**
After the Promoter 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 Allotee/s who has taken or agreed to take such said Flat / Shop.
- 49. BINDING EFFECT**
Forwarding this Agreement to the Allotee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allotee/s until, firstly, the Allotee/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 Allotee/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allotee/s fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allotee/s and / or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allotee/s for rectifying the default, which if not rectified within 7 (Seven) days from the date of its receipt by the Allotee/s /s, application of the Allotee/s shall be treated as cancelled and all sums deposited by the Allotee/s in connection therewith including the booking amount shall be returned to the Allotee/s without any interest or compensation whatsoever.
- 50. 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

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letter, correspondences, arrangement whether written or oral, if any, between the Parties in regard to the said Flat / Shop/Plot/ Building, as the case may be.

51. RIGHT TO AMEND

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

52. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTEE/S SUBSEQUENT ALLOTEE/S /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 Allotee/s /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.

53. 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.

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

Wherever in this Agreement it is stipulated that the Allotee/s has to make any payment, in common with other Allotee/s /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.

55. 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.

56. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter’s Office, or at some other place, which may be mutually agreed between the

PROMOTER	FLAT PURCHASER/S

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

57. The Allotee/s and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter or his Authorized Person/s will attend such office and admit execution thereof.
58. That all notices to be served on the Allotee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allotee/s or the Promoter by Registered Post A.D. or notified Email ID / Under Certificate of Posting at their respective addresses specified below :-

NAME OF ALLOTEE/S

Mr. _____
Mrs. _____
Address : _____

Notified Email ID: _____

PROMOTER NAME

M/s. ADHIKARI ENGINEERING PVT. LTD.
Registered Office at 435, Avior, Nirmal Galaxy,
Opp. Johnson & Johnson, LBS Road,
Mulund (West) Mumbai 400080

Notified Email ID: satish@adhikari.co.in

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

The Allotee/s shall deduct 1% of the consideration under section 194-IA of the Income Tax Act 1961.

59. JOINT ALLOTEE/S

That in case there are Joint Allotee/s all communications shall be sent by the Promoter to the Allotee/s whose name appears first and at the address

PROMOTER	FLAT PURCHASER/S

given by him/her which shall for all intents and purposes to consider as properly served on all the Allotee/s /ss.

60. DISPUTE RESOLUTION

Any Dispute between parties shall be settled amicably by following conciliation proceeding. In case of failure to settle the dispute amicably, the same shall be decided as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

61. 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

1328.55 Sq. Meters (Thirteen Hundreds Twenty Eight and point Fifty Five Sq.Meters) of the land out of the all those pieces or parcels of freehold land situated at 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 along withstructures standing thereon, in the Registration and Sub-Registration District of Mumbai Suburban.

Area 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

PROMOTER	FLAT PURCHASER/S

SECOND SCHEDULE ABOVE REFERRED TO

All the Flat No. as detailed below in the building known as
“MAHARASHTRA MANDIR () ” on the Land as
detailed in the First Schedule hereinabove.

Name of Building :-	Maharashtra () Mandir
Type	
Flat No.	
Wing	
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) Staircase and main passage. Main Entrance Lobby and Foyer of the Building to the Flat Allottee/s of Flat / Shops.
 - (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 Allottee/s /s.
 - (iii) R.C.C. Underground and overhead Tanks.
 - (iv). Pump Room
 - (v). Lift , Lift room and lift well
 - (vi). Lights and Electrical fittings in staircase, entrance hall and compound
 - (vii). Meter cabling
 - (viii) Septic tank if any
 - (ix). Exterior plumbing fixture
 - (x). Fire fighting system
 - (xi) Intercom system.

- (b) Limited Common Area and Facilities :**
- (i) Staircase landing and passage on each floor shall be for common use of only Flat Allottee/s on the particular floor.
 - (ii) Parking as may be exclusively and irrevocably allotted and reserved to any Flat Allottee/s for the limited use of such Flat Allottee/ s.

PROMOTER	FLAT PURCHASER/S

SPECIFICATION AND AMENITIES

Note: The Promoters reserve the right to alter the layout, plans, amenities, specification or features without prior notice or obligation.

- 1. Building with R.C.C. structure as per R.C.C consultant’s design with elevation features.
- 2. All external and internal walls in R.C.C or good quality bricks or light Weight or Cement blocks as per Architect’s design.
- 3. Sand face cement plaster outside the building and smooth wall ready finish plaster (except Flat) inside the building.
- 4. Wood Work :
 - a. Main Doors : Wooden frame with Flush Door Shutter in Block Board, polished or painted, brass hinges with necessary fitting or laminated door.
 - b. Other Doors : Wooden frame with flush door shutters.
 - c. Toilet door : FRP Doors for Bathroom / Toilets
- 5. Windows : Anodised Aluminium Sliding windows with 4 MM clear glass.
- 6. Kitchen : Vitrified tiles flooring with Granite Top kitchen platform and tiles upto Lintel Level above the platform.
- 7. Toilet : Antiskid tiles flooring with good quality sanitary ware and good quality plumbing fittings upto Lintel Level
- 8. Plumbing : PVC or AC pipes with C.I. fittings from outside overhead and underground water tanks with pumps and pump room and / or hydro pneumatic systems as per BMC rules.
- 9. Electricity Work : Concealed electrical pipes and wiring in Flat as under with good quality switches.
- 10. Flooring : Vitrified tiles flooring in the entire Flat. Kota or other Stone /Vitrified Tile Flooring in staircase and main passage. Terrace flooring shall be of China mosaic tile pieces or I.P.S finish.
- 11. Two lifts with Automatic doors.
- 12. Adequate fire fighting system as required by C.F.O Authorities.
- 13. Intercom system facility.

IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their respective hands and signatures on the day and the year first hereinabove written.

PROMOTER	FLAT PURCHASER/S

(SIGNED AND DELIVERED)
by the within named "**PROMOTERS**")

(**M/S. ADHIKARI ENGINEERING PVT.LTD.)**
PAN NO. AAICA0684P)
Through the hands of its Authorized Director)
MR. SATISH SAVLARAM ADHIKARI)
in the presence of)

1.

2.

SIGNED AND DELIVERED)
by the within named “**ALLOTTEE/ S ”)**

1) _____
PAN NO _____)

2) _____
PAN NO _____)

in the presence of ...

1.

2.

PROMOTER	FLAT PURCHASER/S

RECEIPT

RECEIVED a sum of **Rs.** _____/- **(Rupees**
_____ **Only)** of and from the with named
_____ (Purchaser), being the amount payable under Clauses 2
by them to us by Cheques to be paid by him/her/them to us towards
purchase of **Flat** _____ **on** ____ **Floor in ‘A’ Wing** as under ;

SR. No.	Bank Name & Branch	Branch	Cheque No.	Cheque Date	Amt in (Rs.)
				Total	

WITNESSES: WE SAY RECEIVED

(M/S ADHIKARI ENGINEERING PVT LTD)

(PROMOTERS)

PROMOTER	FLAT PURCHASER/S

=====
DATED THIS DAY OF, ____ JANUARY 2020
=====

B E T W E E N:

M/S. ADHIKARI ENGINEERING PVT.LTD.

... PROMOTERS

A N D:

Mr. _____
Mrs. _____

... ALLOTTEE/S

Address: _____

Phone :

Res/off :

Table with 2 columns: PROMOTER, FLAT PURCHASER/S