

Draft – 21.10.2022

Without prejudice and subject to the approval by the clients and unless executed the same is not binding

AGREEMENT FOR SALE

THESE ARTICLES OF AGREEMENT made at Mumbai, this _____ day of _____, in the Year Two Thousand _____

BETWEEN

SHUBHJIVAN BUILDERS PVT. LTD., a Private Limited Company incorporated under the provisions of the Companies Act 1956 and deemed to be incorporated under the provisions of the Companies Act, 2013 having its registered office at 301, Goyal Shopping Arkade, S.V. Road, Opp. Railway Station, Borivali (West), Mumbai 400-092 hereinafter called “**THE DEVELOPERS/PROMOTERS**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the **SECOND PART**;

AND

MR./MRS./MESSRS

_____ an adult/s
_____ Indian inhabitants/ residing at / having his/ her/ its/ their address at

hereinafter called “**THE ALLOTTE/S/ PURCHASER/S**” (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include in the case of individuals his/her/their heirs and legal representatives, executors and administrators and in case of the HUF, the members and the coparceners of HUF from time to time and the last surviving member and coparcener and the legal heirs, executors and administrators of such last surviving member and in case of partnership firm the partners constituting the firm for

the time being and the survivors or survivor of them and their respective heirs and legal representatives, executors and administrators and in the case of a corporate body, its successors and in the case of the Trust its Trustees for the time being) of the OTHER PART:

WHEREAS:-

- a) (1) Shri Vishwas Ramkrishna Patil, (2) Shri Bharat Ramkrishan Patil, (3) Smt. Bhanumati Kisan Mhatre (4) Smt. Sunandha Ramesh Gharat, (5) Smt. Jayashree Ghansyam Mhatre, (6) Smt. Pramila Dwarkanath Paigaonkar, (7) Smt. Ranjana Shridhar Choudhary, (8) Smt. Urmila Sudhir Patil, (9) Shri Kamalakar Namdeo Bhagat, for self and as Karta and Manager of Namdeo L. Bhagat HUF, (10) Smt. Jaywanti Kamalakar Bhagat, (11) Shri Rajendra Kamalakar Bhagat, (12) Smt. Manisha Rajendra Bhagat, (13) Shri Milind Kamalakar Bhagat, (14) Shri Vishwanath Namdeo Bhagat, (15) Smt. Prema Vishwanath Bhagat, (16) Ms. Vandana Vishwanath Bhagat alias Smt. Vandana Anil Patil, (17) Shri Vinod Vishwanath Bhagat, (18) Shri Jayesh Vishwanath Bhagat, (19) Smt. Bhamini Harishchandra Bhagat, (20) Shri Jagdish Harishchandra Bhagat, for self and as Karta and Manager of Harishchandra L. Bhagat HUF, (21) Smt. Indira Jagdish Bhagat, (22) Shri Rupesh Jagdish Bhagat, (23) Miss Darshana Jagdish Bhagat, (24) Miss Kamini Jagdish Bhagat, (25) Shri Suresh Harishchandra Bhagat, (26) Smt. Surekha Suresh Bhagat, (27) Smt. Kanta Moreshwar Naik alias Miss Kanta Harishchandra Bhagat, (28) Naina H. Bhagat alias Smt. Naina Praful Patil, (29) Smt. Vimal Balkrishna Bhagat (for short “**The First Owners**”) were the owners of all that piece or parcel of land bearing Survey No. 115, Hissa No.8 corresponding to CTS No. 922 admeasuring 376.60 sq. mtrs.; Survey No. 118, Hissa No.11 corresponding to CTS No. 917 admeasuring 1200.50 sq. mtrs.; Survey No. 118, Hissa No.15 corresponding to CTS No.920 subsequently sub divided into 920A and 920B admeasuring 629.90 sq. mtrs. in all aggregating to 2207.00 sq. mtrs. or thereabout and hereinafter referred to as “**the First Property**” more particularly described **Firstly** in the **First Schedule** hereunder written;
- b) By an Agreement dated 13th September, 2004, duly registered with the Sub-Registrar of Assurances at Borivli, under Sr. No. BDR-6/9599 of 2004, executed

between the First Owners and M/s. Gauri Enterprises, the First Owners granted development rights in respect of the First Property to M/s. Gauri Enterprises, (hereinafter called “**the said Gauri**”) for the consideration and on the terms and conditions therein set out and pursuant to the said Agreement the First Owners put the said Gauri in possession of the First Property in part performance and have also executed and delivered an Irrevocable Power of Attorney dated 25th September, 2004, duly registered with the Sub-Registrar of Assurances at Borivali under Sr. No. BDR-6/9600 of 2004 in favour of two of the Partners of the said Gauri.

- c) Smt. Chandrabai Thakrya Patil, (2) Yeshwant Thakrya Patil, Karta and Manager of Thakrya Bendu Patil and in his individual capacity (3) Mrs. Vijaya Yeshwant Patil (4) Lalita Yeshwant Patil, (5) Vikas Yeshwant Patil, (6) Vishwanath Thakrya Patil, (7) Keshrinath Thakrya Patil, (8) Ramesh Thakrya Patil, (9) Sushila Thakrya Patil and (10) Laxmi Thakrya Patil nee Laxmi Chandrakant Bhoir (for short “**The Second Owners**”) are entitled to all that piece or parcel of land bearing Survey No.118, Hissa No.13 corresponding to CTS No. 914 and further subdivided into CTS No.914A admeasuring 401.10 sq. mtrs. and CTS No. 914B area admeasuring 51.20 sq. mtrs. total admeasuring 452.30 sq.mtrs.; property bearing Survey No. 118, Hissa No.10 corresponding to CTS No.918 admeasuring 894.50 sq. mtrs.; property bearing Survey No. 115, Hissa No.7 corresponding to CTS No. 924 and subdivided into CTS No.924A, admeasuring 192.80 sq. mtrs., CTS No. 924B admeasuring 578.80 sq. mtrs., CTS No. 924C admeasuring 7.90 sq. mtrs. CTS No. 924D admeasuring 4.20 sq. mtrs., total admeasuring 783.70 sq. mtrs.; property bearing Survey No. 115, Hissa No.4 corresponding to CTS No. 932 and subdivided into CTS No. 932A area admeasuring 206.80 sq. mtrs., and CTS No.932B admeasuring 119.30 sq. mtrs. total admeasuring 326.10 sq. mtrs or thereabouts, and in aggregate admeasuring 2456.60 Sq. Mtrs. situate lying and being at Village Eksar, Taluka Borivali, in the Mumbai Suburban District and hereinafter referred to as the “**Second property**” and more particularly described **secondly** in the **First Schedule** hereunder written.
- d) The Second Owners by an Agreement dated 13th September, 2004 and registered with the Sub-Registrar of Assurances at Borivli, under Sr. No. BDR 6/9601 of 2004 granted development rights of the Second Property to M/s. Gauri Enterprises, for the consideration and on the terms and conditions therein set out and pursuant to

the said Agreement, the Second Owners put the said Gauri in possession of the Second Property in part performance and also granted an Irrevocable Power of Attorney dated 24th September, 2004, registered with the Sub-Registrar of Assurances at Borivli under Sr. No. BDR 6/ 9602 of 2004 in favour of two of the Partners of the said Gauri.

- e) (1) Smt. Jayantibai Namdeo Patil, (2) Shri Kesharinath alias Ashok Namdeo Patil, (2a) Shubhada Keshrinath Patil, (2b) Seema Keshrinath Patil, (2c) Shri Ninad Keshrinath Patil, (3) Shri Narsimha Namdeo Patil, (3a) Smt. Neha Narsimha Patil, (4) Smt. Swati Subhash Patil, (5) Smt. Pratibha Pandharinath More, (6) Smt. Vidya Vasant Kini, (7) Smt. Shobha Bhalchandra Mali (hereinafter referred to as **“the Third Owners”**) were the Owners of all that piece or parcel of land bearing Survey No.118, Hissa No.12 corresponding to CTS No. 913 and further subdivided into CTS No.913A admeasuring 290 sq. mtrs. and CTS No. 913B area admeasuring 113.30 sq. mtrs. total admeasuring 403.30 sq. mtrs.; property bearing Survey No. 118, Hissa No.16 corresponding to CTS No.916 admeasuring 393.70 sq. mtrs.; property bearing Survey No.118, Hissa No.14 corresponding to CTS No.919 admeasuring 739.10 sq. mtrs.; property bearing Survey No. 115, Hissa No.9 corresponding to CTS No.921 admeasuring 999.10 sq. mtrs or thereabouts and property bearing Survey No.115, Hissa No.5 corresponding to CTS No.925 admeasuring 1430.80 sq. mtrs or thereabouts and in aggregate admeasuring 3966.00 Sq. Mtrs. situate lying and being at Village Eksar, Taluka Borivali, in the Mumbai Suburban District (hereinafter referred to as the **“Third property”**) and more particularly described **Thirdly** in the **First Schedule** hereunder written.
- f) By an Agreement dated 14th October, 2005 and registered with the sub-Registrar of Assurances at Bandra under Sr. No. BDR-11/6855 of 2005, the Third Owners granted development rights in respect of the Third property more particularly described **Thirdly** in the **First Schedule** hereunder written to M/s. Asmita Enterprises (**“said Asmita”**) for the consideration and on the terms and conditions therein set out and pursuant to the said Agreement the Third Owners have put the said Asmita in possession of the Third Property in part performance and granted an irrevocable power of attorney dated 14th October, 2005, registered with the Sub-Registrar of Assurances at Bandra under Sr. No. BDR-11/6856 of 2005 in favour of Mr. Mukesh Bhandari and Mr. Mangesh Dalvi.

- g) (1) Mr. Harishchandra Mukund Patil, 1(a) Sunanda Hemlata Harishchandra Patil, 1(b) Jagdish Harishchandra Patil, 1(c) Bhavna Harishchandra Patil, (2) Pandurang Mukund Patil, 2(a) Manda Pandurang Patil, 2(b) Hemant Pandurang Patil, 2(c) Urmila Harishchandra Patil, 2(d) Nalini Ramchandra Mhatre 2(e) Jayprakash Pandurang Patil, (3) Sudhakar Mukund Patil, 3(a) Neeta Sudhakar Patil, 3(b) Rakesh Sudhakar Patil, 3(c) Tushar Sudhakar Patil, 3(d) Sagar Sudhakar Patil, (4) Arun Ganpat Chaudhary, 4(a) Goverdhan Ganpat Chaudhary, 4(b) Hemlata Vasant Patil, 4(c) Nayana Padman Patil, (5) Kumudini Mahendra Patil, (6) Manohar Shankar Patil, 6(a) Jayshree Manohar Patil, 6(b) Amit Manohar Patil, 6(c) Rupesh Manohar Patil, 6(d) Shobha Manohar Patil, (7) Vishnu Shankar Patil, 7(a) Vasundhara Vishnu Patil, 7(b) Bhushan Vishnu Patil, 7(c) Devyani Deepak Bhoir, 7(d) Maya Sunil Kadu, (8) Vishwanath @ Vinayak Shankar Patil, 8(a) Smt. Kanchan Vinayak Patil, 8(b) Rutuja Vinayak Patil, 8(c) Hemangi Vinayak Patil, (9) Hirabai Govind Patil, (10) Kamalakar Hiraji Patil, 10(a) Narmada Kamalakar Patil, 10(b) Milind Kamalakar Patil, 10(c) Vaneeta M. Mhatre, 10(d) Bharati Kamalakar Patil, (11) Sadanand Hiraji Patil, 11(a) Bhalchandra Sadanand Patil, 11(b) Jyotsna Rajesh Patil, 11(c) Shashikant Sadanand Patil, (12) Santosh Nandkumar Patil, 12(a) Yamunabai Nandkumar Patil, (13) Mangesh Nandkumar Patil, (14) Hansa @ Daya Laxman Mhatre (15) Rajanibai Tanaji Patil, (16) Jayantibai Namdeo Patil, 16(a) Keshrinath @ Ashok Namdeo Patil, 16(b) Shubhada Keshrinath Patil, 16(c) Seema Keshrinath Patil, 16(d) Ninad Keshrinath Patil, (17) Narsimha Namdeo Patil 17(a) Neha Narsimha Patil, (18) Swati Subhash Patil, (19) Pratibha Pandharinath More, (20) Vidya Vasant Kini, (21) Shobha Bhalchandra Mali, (22) Avinash Damodar Patil, (23) Dwarkabai Kamalakar Patil, (24) Kusum Raghunath Mhatre, (25) Sushila Tulshidas Bhoir, (26) Gangabai Baburao Patil, hereinafter referred to as the **“Fourth Owners”** were the Owners of all that piece or parcel of land bearing Survey No.115, Hissa No.1/3 corresponding to CTS No. 931 admeasuring 3123.40 sq. mtrs. and Survey No.115, Hissa No.1/5 corresponding to CTS No. 935 admeasuring 807.10 sq. mtrs. or thereabouts and in aggregate admeasuring 3930.50 Sq. Mtrs. situate lying and being at Village Eksar, Taluka Borivali, in the Mumbai Suburban District (hereinafter referred to as the **“Fourth Property”**) and more particularly described **Fourthly** in the **First Schedule** hereunder written.

- h) By an Agreement dated 14th October, 2005 duly registered with the Sub-registrar of Assurances at Bandra under Sr. No. BDR-6/6857 of 2006, the Fourth Owners granted development rights in respect of the Fourth property more particularly described **Fourthly** in the **First Schedule** hereunder written to the said Asmita for the consideration and on the terms and conditions therein set out and pursuant to the said agreement, the Fourth Owners put the said Asmita in possession of the said property in part performance and have also executed and delivered an irrevocable power of attorney dated 22nd December, 2005 registered with the sub-registrar of Assurances at Bandra under Sr. No. BDR-11/ 6858 of 2006 in favour of Mr. Mukesh Bhandari and Mr. Mangesh Dalvi.
- i) By a Development Agreement dated 25th September, 2007, registered with the Sub-Registrar of Assurances at Borivli-5 under Sr.No. BDR-11/9434/2007 on 20th November, 2007, the said Gauri granted the development rights of the First and Second Property to Shubhjivan Builders Pvt. Ltd., being the Promoters herein on the terms and conditions therein set out and in consideration of the Promoters agreeing to provide 50% of the constructed area, parking and other benefits to the said Gauri.
- j) By a Development Agreement dated 25th September, 2007, registered with the Sub-Registrar of Assurances at Bandra under Sr.No. BDR-11/9435/2007, the said Asmita granted the development rights of the Third and Fourth Property to the Promoters on the terms and conditions therein set out and in consideration of the Promoters agreeing to provide 50% of the constructed area, parking and other benefits to the said Asmita.
- k) By a substituted Power of Attorney dated 14th October, 2007, registered with the Sub-Registrar of Assurances at Bandra under Sr. No. BDR-11/9436/2007, Mr. Mukesh Bhandari and Mr. Mangesh Dalvi granted powers to Mr. Girish Govani, Mr. Bhupesh Govani and the Promoters, granted to them under the Power of Attorney dated 14th October, 2005 in respect of the Third and Fourth Property.
- l) By a substituted Power of Attorney dated 16th October, 2007, registered with the Sub-Registrar of Assurances at Bandra under Sr. No. BDR-11/9437/2007, Mr. Mukesh Bhandari and Mr. Mangesh Dalvi granted powers to Mr. Girish Govani,

Mr. Bhupesh Govani and the Promoters, granted to them under the Power of Attorney dated 14th October, 2005 in respect of the First and Second Property.

- m) Pursuant to the above, the Promoters became entitled to develop the First, Second, Third and Fourth Property more particularly described in the First schedule hereunder written.
- n) By a Deed of Conveyance dated 14th December, 2010 registered with the Sub-Registrar of Assurances at Bandra under Sr. No. BDR-5/10702 of 2010 (1) Smt. Chandrabai Thakrya Patil alias Chandabhaga Thakrya Patil, (2) Shri Yeshwant Thakrya Patil, (3) Shri Vishwanath Thakrya Patil, (4) Shri Keshrinath Thakrya Patil, (5) Shri Ramesh Thakrya Patil and (6) Miss Shushila Thakriya Patil, therein referred to as ‘the Vendors’ of the One part and Mr. Mangesh Keshav Dalvi, therein referred to as ‘the Purchaser’ of the Other Part, the said Vendors therein did convey and transfer all that piece or parcel of agricultural land situate, lying and being at Village Eksar, Borivali bearing Survey No. 118, Hissa No. 13 corresponding to CTS No. 915 and sub-divided into 915A admeasuring 205.10 sq. mtrs. and 915B admeasuring 5.00 sq. mtrs. in total admeasuring 210.10 sq. mtrs. or thereabouts (hereinafter referred to as the “**Fifth Property**”) and more particularly described **Fifthly** in the **First Schedule** hereunder written in favour of Mr. Mangesh Keshav Dalvi. The said Mangesh Keshav Dalvi became entitled to the Fifth property;
- o) By a Deed of Conveyance dated 29th June, 2022, registered with the Sub-Registrar of Assurances at Borivali under serial No. BRL-6/14182/2022 executed between Mr. Mangesh Keshav Dalvi therein referred to as the Owner of the one Part and Shubhjivan Builders Pvt. Ltd. therein referred to as the Purchaser of the Other Part, being the Promoters herein, the said Mangesh Dalvi did convey and transfer the Fifth Property to the Promoters, in lieu of consideration of constructed area of 1900 sq. ft. RERA Carpet area in the form of one or more residential units together with two parkings in the proposed building to be constructed on the Property described in the Second Schedule hereunder written.
- p) A Supplemental Agreement dated 25th September, 2014, registered with the Sub-Registrar of Assurances at Borivli-3 under Sr. No. BRL-3/5189 of 2014, being supplemental to the hereinbefore recited Development Agreement dated 25th

September, 2007 between M/s. Asmita Enterprises and the Promoters herein, came to be executed between M/s. Asmita Enterprises and the Promoters whereby the Promoters have released all their right, title and interest in the property bearing CTS No. 931A, B, C, D, E, F, G and H admeasuring 3123.40 sq. mtrs. and C.T.S. No. 932A and B admeasuring 326.10 sq. mtrs. of Village Eksar, Taluka Borivali unto the said Asmita.

- q) By a Supplemental Agreement dated 26th April, 2016, being supplemental to the hereinbefore recited Development Agreement dated 25th September, 2007 executed between M/s. Asmita Enterprises and the Promoters, it was revised that the said Asmita would be entitled to the constructed area in the form of constructed units more particularly mentioned therein and the same have been provided by the Promoters to said Asmita in the building known as '**Saffron I**' in aggregate admeasuring 583.36 sq. mtrs. The Promoters are now not required to provide any constructed area to the said Asmita.
- r) By a Deed of Right of Way dated 31st July, 2017 duly registered with the Sub-Registrar of Assurances at Borivli-2 under serial No. BRL-2/7436/2017 read with Deed of Rectification dated 12th August, 2022 duly registered with the Sub-Registrar of Assurances at Borivli-6 under serial No. BRL-6-17384-2022, executed between the First Owners herein, therein referred to as the Grantors of the First Part and the First Owners herein, therein referred to as the First Grantees of the Second Part and Mr. Mangesh Dalvi, therein referred to as the Second Grantee of the Third Part and the Second Owners herein, therein referred to as the Third Grantee of the Fourth Part, the Grantors granted unto the Grantees therein, a right of way through part of the Property admeasuring 22.28 sq. mtrs. bearing CTS No. 920A for the beneficial enjoyment of the Grantees who are entitled to the Property bearing CTS No. 917, 913A, 913B, 914A, 914B and 915A and 915B.
- s) The First Owners herein have by a Deed of Lease dated 19th August, 2018 duly registered with the Sub-Registrar of Assurances at Borivli-4 under serial No. BRL-4/12368/2018 read with Deed of Rectification dated 12th August, 2022 duly registered with the Sub-Registrar of Assurances at Borivli-6 under serial No. BRL-6-17386-2022 granted a lease in perpetuity of the Property bearing CTS No. 920A (part) admeasuring 22.28 sq. mtrs. in favour of M/s. Gauri Enterprises and Mr. Mangesh Dalvi, therein referred to as the Lessees of the other part without the

benefit of the FSI consumed by the building 'Saffron' and subject to the said Right of Way mentioned hereinabove in favour of M/s. Gauri Enterprises and Mr. Mangesh Keshav Dalvi.

- t) By a Deed of Access dated 11th April, 2021 duly registered with the Sub-Registrar of Assurances at Borivli-2 under serial No. BRL-2/4731/2021 on 15th April, 2021, executed between the First Owners herein, therein referred to as the Grantor of the First Part, the First Owners herein, therein referred to as the First Grantees of the Second Part, Mr. Mangesh Dalvi, therein referred to as the Second Grantee of the Third Part, the Second Owners herein, therein referred to as the Third Grantee of the Fourth Part and the Third Owners herein, therein referred to as the Fourth Grantee of the Fifth Part, the Grantor granted unto the Grantees therein, right of access through part of the Property admeasuring 22.28 sq. mtrs. bearing CTS No. 920A for the beneficial enjoyment of the Grantees who are entitled to the Property bearing CTS No. 917, 913A, 913B, 914A, 914B and 915A and 915B.
- u) Pursuant to the said Agreements, the First Owners, Second Owners, Third Owners and Fourth Owners have, in part performance put, the respective Developers in vacant and peaceful possession of their respective Properties and, in turn, the respective Developers have put the Promoters in possession of the Properties more particularly described Firstly, Secondly, Thirdly and Fourthly in the First Schedule hereunder written. The Promoters have also acquired the Property described Fifthly in the First Schedule hereunder written under a Deed of Conveyance with possession thereof. Pursuant thereto, the Promoters are in vacant and peaceful possession of the said Property described in the Second Schedule hereunder written.
- v) The First Owners, Second Owners, Third Owners and Fourth Owners have granted irrevocable Power of Attorney as mentioned hereinabove for consideration and coupled with the agency and the Grantees are absolutely entitled to exercise the said powers including the Powers to convey the respective properties to ultimate Transferees irrespective of the fact whether the grantors under the said Power of Attorney are available or not.
- w) The said Property has been amalgamated and the Property bearing CTS. No.913B, 914B and 915B in aggregate admeasuring 169.50 sq. mtrs. under D.P. Road and

have been handed over to the MCGM. The rest of the area admeasuring 2096.70 sq. mtrs. described in the Second Schedule hereunder written is in Residential zone and on which the new building 'Sianna Heights' is being constructed.

- x) In light of whatever set out hereinabove, the Promoters became entitled to develop the property more particularly described in the Second Schedule hereunder written which have been duly amalgamated.
- y) The names of the respective Owners herein have been mutated in the Property register Card in respect of the said Property. Copies of the Property Register Card is annexed hereto and marked as **Annexure “ colly”**. Note: Client to confirm
- z) A Supplemental Agreement dated _____ ~~registered with the Sub-Registrar of Assurances at Borivli~~ under serial No. BRL _____ came to be executed by and between the Promoters and the said Gauri recording the allocation of the units alongwith Car parking spaces forming the Promoters' entitlement and the said Gauri's entitlement. Hereto annexed and marked as Annexure “__” is the list setting out the details of the entitlement of the Promoters and the said Gauri.
- aa) In the premises, the Developers / Promoters became entitled to redevelop the said Property more particularly described in the Second Schedule hereunder and constructing thereon a new multistoried building under the provisions of the DCPR-2034, by utilizing the entire available FSI arising out of the said property by treating the same as base land and/or recipient plot as well as the additional FSI, incentive FSI, Protected FSI, FSI by way of outside TDR, Fungible FSI/area, Road setback area and also to consume and avail benefits of various regulations and all the FSI available by payment of premium or otherwise and various concessions as permissible or otherwise as permissible under the DCPR 2034 or the Development Control Regulations as may be prevailing from time to time and the rules thereunder and to obtain part occupation certificate/full occupancy certificate in respect of the said building.
- bb) The FSI available on the said Property is in the ratio of 2.36 FSI i.e. 1 FSI is the base FSI, 0.50 is the additional FSI to be purchased from the Authorities by payment of premium and 0.70 FSI being the outside TDR FSI to be purchased from

the market (after deducting the setback area, incentive FSI and protected FSI) and fungible FSI (part available as free of costs and part to be purchased from the Authorities). The total FSI therefore, at present available in respect of the said Property including the Fungible FSI is 6680.47 Sq. mtrs. and the Developers / Promoters have got the layout and the building Plans sanctioned in accordance thereto, It is further agreed that if over and above the aforesaid FSI if any further FSI is available for consumption, then the Developers /Promoters shall be entitled to utilise the same on the said Property by amending the building plans from time to time.

- cc) The Promoters have submitted the Building Proposals to the Municipal Corporation of Greater Mumbai (“MCGM”) for the said building “**SIANNA HEIGHTS**” and obtained IOD dated 20th October, 2018 and amended IOD dated 12th July, 2021 bearing No. CHE/WSII/3031/R/N/337/4/Amend and the MCGM has issued Commencement Certificate (CC) dated 5th November, 2018 upto Plinth height. Copy of the IOD and Commencement Certificate dated _____and _____respectively are annexed hereto and marked as **ANNEXURE** “ **” Colly.**
- dd) The Developers / Promoters have purchased TDR of an area of 1148.70 sq. mtrs. from open market.
- ee) As per the approved plans the Developers / Promoters have commenced the construction of the new Building in accordance with the CC issued by MCGM and the work of construction is in progress in accordance thereof;
- ff) The Proposed building being Residential comprises of Ground Floor consisting of stilt parking, plus upper First, Second and Third level Podiums for parking plus Fourth Floor (being First Residential Floor) to 22nd upper residential Floors with a provision to raise additional floors as may be permitted from time to time (“**said building**”) in accordance with the provisions of Development Control and Promotion Regulations Act, 2034 and rules thereunder (“**DCPR-2034**”) and other Regulations as may be applicable from time to time and for the purpose to consume the FSI/TDR/fungible FSI/Gross Plot FSI/Protected FSI/Incentive FSI, setback area / FSI or any other area available for construction under any head. The Developers / Promoters also intend to provide a space for fitness centre, recreation garden, etc.

- gg) The project and the said building name shall be **“SIANNA HEIGHTS”**.
- hh) The Developers / Promoters shall obtain all other balance necessary approvals and permissions from the concerned authorities for the development of the said Property from time to time so as to obtain building completion certificate/ part/full occupation certificate of the said building.
- ii) The Developers / Promoters have entered into an agreement with Architect /License Surveyor SARITA MANJUNATH ASHOK GANDHI CONSULTANT LLP Architects registered with the Council of Architects.
- jj) The Developers / Promoters have appointed Mr. K.C.SHAH Structural Engineer, for the preparation of the structural design and drawings of the proposed building and the Developers / Promoters accept the professional supervision of the said Architect /License Surveyor and the structural Engineer till the completion of the said building.
- kk) The authenticated copies of Title Report issued by M/s. Pravin Mehta And Mithi & Co., Advocates and Solicitors, the Advocates of the Developers / Promoters, showing the nature of the title of the Developers / Promoters and the Owners to the project land on which the Apartments/units are to be constructed have been annexed hereto as **ANNEXURE “__” Colly.**
- ll) The authenticated copies of the plans of the Layout as proposed by the Developers / Promoters and according to which the construction of the said building and open spaces are proposed to be provided for in the said project, however subject to its amendments, have been annexed hereto as **ANNEXURE “__” Colly.**
- mm) The Developers / Promoters while constructing Building/s, on the said property, are required to comply with various terms and conditions put up by MCGM and other Concerned Authorities and shall carry out the construction as per the prevailing Rules and Regulations as applicable thereto.
- nn) The Allottee/s/Purchaser/s has/ have evinced interest to purchase and acquire a Residential Flat/ Unit bearing Number _____ on the _____ floor (hereinafter

referred to as **“the said Unit/Apartment”**) in the said building called **“SIANNA HEIGHTS”** being constructed on the said Property by the Developers / Promoters;

- oo) The Developers / Promoters alone have the sole and exclusive right to sell/allot the Apartments/Units/ parking spaces from the Promoters’/Developers’ entitlement as mentioned above, in the said building/s to be constructed by the Developers / Promoters on the said property and to enter into agreements with the Allottee/s /Purchaser/s of the apartments and to receive the sale price in respect thereof.
- pp) The Allottee/s /Purchaser/s has/have prior to the execution of these presents demanded from the Developers / Promoters and the Developers / Promoters have prior to the execution of these presents given inspection to the Allottee/s /Purchaser/s of all the documents of title relating to the said Property, the IOD, CC i.e. the plans, designs and specifications prepared by the Developers / Promoters’ Architects and Structural Engineer and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the rules made thereunder and under the Maharashtra Real Estate (Regulation and Development) Act 2016 and rules framed thereunder as may be applicable (hereinafter referred to as **“the said Act”** and **“the said Rules”**). The Allottee/s /Purchaser/s has/have taken inspection of the said documents to his/her /their/its satisfaction;
- qq) The Allottee/s /Purchaser/s hereby agree and confirm with the Developers / Promoters, that the Developers / Promoters and/or their nominees or assignees shall have right to use and enjoy at all times all the facilities that may be finally provided by the Developers / Promoters including common pathways, recreation facility, storm water drains, limited common area facilities, sewerage lines, electricity – cables, electrical meters and panel rooms, underground and overhead tanks, water pipe lines, pump room and auxiliary tanks, common lighting, servants common toilets, lifts, Lift Machine Rooms and all such other facilities forming part of the said Project (hereinafter for convenience sake all or any of the aforesaid facilities which may be provided are collectively referred to as **“the said infrastructure/ common facilities”**);
- rr) The Allottee/ Purchaser is put to the notice of the deficiency in open space in the said Property and for the purpose the Allottee/ Purchaser shall not hold MCGM and

the Developers / Promoters liable at any time now and/or in future and the Allottee/s/ Purchaser/s has/have agreed, not to raise any requisitions on title and/or to call for any further documents, pertaining to title of the said Property and/or challenge or doubt the authority of the Developers / Promoters to develop the said property.

- ss) The Developers / Promoters have disclosed all necessary particulars as to the title and its rights in the property including encumbrances if any in the Project Land. Particulars as to the development of the project including building and apartments alongwith specification and internal development work, external development work, the date and manner in which the payment towards the cost of the Apartment to be made and date on which the possession of the apartment will be given are specified, while registering the said project with the Regulatory Authority appointed under the Real Estate (Regulation and Development) Act, 2016 are available on website of the Regulatory Authority.
- tt) The Developers / Promoters have registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai under Reference No. _____. The authenticated copy of Registration is annexed hereto as ANNEXURE “__”;
- uu) The Allottee/s/Purchaser/s after perusing and verifying the facts and particulars on the website of the Regulatory Authority in respect of the project has/ have approached the Developers / Promoters for allotment of a Residential Flat/ Unit and the Developers / Promoters have agreed to sell to the Allottee/s/ Purchaser/s a Residential Flat/ Unit bearing No. _____ on the _____ Floor admeasuring _____ Sq. Mtrs. (Carpet Area) together with ____ Car parking space bearing No._____ and _____ on Ground/Stilt ____Podium Floor being Stack / mechanized in the said building to be constructed on the said Property and known as “SIANNA HEIGHTS” (hereinafter referred to as “**the said Unit/Apartment**”) and more particularly described in the Third Schedule hereunder written for the lump sum consideration of Rs._____/ - (Rupees _____ only) and on the terms and conditions hereinafter appearing and shown in red color hatch on the sketch floor plan annexed hereto as ANNEXURE “____”;

- vv) The carpet area of the said Unit/Apartment is _____ Square Meters as defined under RERA Regulations and “**Carpet Area**” means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, but includes the area covered by the internal partition walls of the apartment.
- ww) The authenticated copy of the floor plan and specifications of the Apartment/Unit agreed to be purchased by the Allottee/s/ Purchaser/s, as sanctioned and approved by the local authority have been annexed hereto as ANNEXURE “___” Colly;
- xx) The specifications, common areas, Amenities and Facilities of the Building are more particularly described in the Fourth Schedule hereunder written and the Restricted areas and amenities and facilities of the Building are more particularly described in the Fifth Schedule hereunder written;
- yy) The Parties relying on the confirmation, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws and the Allottee/s Purchaser/s having perused all the necessary documents, deeds and writings related to title of the Developers / Promoters to the said Property and the said Building along with all other documents as specified in the said Act and under this Agreement and after being fully informed and satisfied about the same, as also about the status, approvals, sanctions and the plans in respect of the said Building and subject to the rights of the Developers / Promoters reserved herein, is/are desirous of purchasing from the Developers / Promoters, the said Unit/Apartment on the terms and conditions and the consideration specified hereinafter;
- zz) Under section 13 of the said Act the Developers / Promoters are required to execute a written Agreement for sale of the said Unit/Apartment with the Allottee/s/Purchaser/s, being in fact these presents and also to register the said Agreement under the Registration Act, 1908 and the Allottee/s/ Purchaser/s/ has/have entered into this Agreement after having read the contents hereof and appraising himself about the same having understood the provisions hereof;
- aaa) The Allottee/s / Purchaser/s have/has paid a sum of Rs._____/ - (Rupees

_____ only) to the Developers / Promoters as and by way of earnest money of the sale price of the said unit/apartment agreed to be sold by the Developers / Promoters to the Allottee/s/Purchaser/s till the execution hereof (payment and receipt whereof the Developers / Promoters do hereby admit and acknowledge and discharge the Allottee/s /Purchaser/s from the same);

- bbb) Hereinafter for the sake of brevity, the term Allottee/s/ Purchaser/s shall be referred to as **“the Allottee/s/ Purchaser/s”** and shall include Investor/s for the purposes of Article 5(g-a)(ii) of the Schedule I to the Mumbai Stamp Act, 1958;
- ccc) The parties are desirous of recording the terms and conditions mutually agreed and arrived at between them in writing in the manner hereinafter appearing.

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

- 1. In this Agreement, unless another intention is stated-
 - i) the recitals, Annexures and Schedules contained herein shall constitute an integral and operative part of this Agreement as though contained in this operative portion and shall be read and construed accordingly as an essential part of this Agreement.
 - ii) the singular includes the plural and vice versa;
 - iii) Reference to a particular gender does not exclude the other gender;

2. **SALE:-**

- 2.1 The Developers / Promoters shall construct the said Residential building **“SIANNA HEIGHTS”** on the said property described in the Second Schedule hereunder written in accordance with the plans, designs, specifications approved by the concerned local authority from time to time

and which have been seen and approved by the Allottee/s/ Purchaser/s for consuming the total F.S.I. credit/ T.D.R., Fungible FSI, additional FSI and incentive FSI/ Protected FSI, Road setback area or otherwise as may be available on the said property to the fullest extent, till the completion of the project as may be permitted by the concerned authority or any government authority as per the prevailing rules and regulations and/or as amended from time to time in this behalf by any Authority or the MCGM on the said Property. Provided further that the Developers / Promoters shall obtain prior consent of the Allottee/s/Purchaser/s only in respect of variations or modifications, which may adversely affect the said Unit/Apartment which the Allottee/s Purchaser/s agreed to be purchased under this Agreement.

- 2.2 The Allottee/s/Purchaser/s hereby agree/s to purchase from the Developers / Promoters and the Developers / Promoters hereby agree to sell to the Allottee/s/Purchaser/s a Residential Flat/ Unit No. _____ of carpet area admeasuring _____ Sq. mtrs. on _____ floor in the building “**SIANNA HEIGHTS**” comprising of _____ bed rooms, a hall, a kitchen together with _____ covered Stack / Mechanised car parking space bearing No. _____ on Ground/Stilt _____ Podium Floors (hereinafter referred to as “**the said Unit/Apartment**”) and more particularly described in the **Third Schedule** hereunder written and as shown on the Floor plan thereof hereto annexed and marked **Annexure “___”** for the consideration of Rs. _____/- (Rupees _____ Only) and the consideration includes the proportionate price of the common areas and facilities appurtenant to the Unit/Apartment and the restricted common areas and amenities exclusive to the respected floor but excludes GST. The nature, extent and description of the common areas and facilities are more particularly described in the **Fourth Schedule** hereunder written.
- 2.3 The Allottee/s/ Purchaser/s also acknowledges that there are restricted spaces, amenities in the said building and which are more particularly described in the **Fifth Schedule** hereunder written and which also includes

areas which shall be for the exclusive use for that particular purchasers / users of such floors.

3. **CONSIDERATION:-**

3.1 The total aggregate consideration amount for the Unit/Apartment including covered / parking spaces is Rs._____/ - (Rupees _____ Only).

3.2 The Allottee/s/Purchaser/s has/have paid on or before execution of this agreement a sum of Rs._____/ - (Rupees _____ Only) as earnest amount / advance payment i.e. 10% of the total consideration and hereby agrees to pay to the Developers / Promoters the balance amount of Rs._____/ - (Rupees _____ Only) as per the “**PAYMENT PLAN**” mentioned in the following manner :-

1	On Execution of Agreement	20%	
2	On Completion of Plinth	15%	
3	On Completion of 1st Slab	1%	
4	On Completion of 2nd Slab	1%	
5	On Completion of 3rd Slab	1%	
6	On Completion of 4th Slab	1%	
7	On Completion of 5th Slab	1%	
8	On Completion of 6th Slab	1%	
9	On Completion of 7th Slab	1%	
10	On Completion of 8th Slab	1%	
11	On Completion of 9th Slab	1%	
12	On Completion of 10th Slab	1%	
13	On Completion of 11th Slab	1%	

14	On Completion of 12th Slab	1%	
15	On Completion of 13th Slab	1%	
16	On Completion of 14th Slab	1%	
17	On Completion of 15th Slab	1%	
18	On Completion of 16th Slab	1%	
19	On Completion of 17th Slab	1%	
20	On Completion of 18th Slab	1%	
21	On Completion of 19th Slab	1%	
22	On Completion of 20th Slab	1%	
23	On Completion of 21st Slab	1%	
24	On Completion of 22nd Slab	2%	
25	On Completion of 23rd Slab	2%	
26	On Completion of Internal Wall & Door Frame	2%	
27	On Completion of External Wall	1%	
28	On Completion of Internal Plaster	2%	
29	On Completion of External Plaster, Elevations	2%	
30	On Completion of External Plumbing Work	2%	
31	On Completion of Terrace with Water Proofing	2%	
32	On Completion of Stair Case, Lift Well, Lobby	2%	
33	On Completion of On completion of Lift	2%	
34	On Completion of Door & Window Fixing	2%	
35	On Completion of Sanitary Fittings	2%	
36	On Completion of Electric Fittings & Water Pump	2%	
37	On Completion of Entrance Lobby, Plinth Protection, Paving	2%	
38	On Completion of Electro , Mechanical & Environment	2%	

39	At the time of handing over of the possession of the Unit/ Apartment to the Allottee/s / Purchaser/s	5%	
----	--	----	--

- 3.3

Time is the essence for the Developers / Promoters as well as the Allottee/s/Purchaser/s. The Developers / Promoters shall abide by the time schedule for completing the project and handing over the Unit/Apartment to the Allottee/s/Purchaser/s and the common areas to the association of the Allottee/s/Purchaser/s after receiving the part/full occupancy certificate as the case may be or the completion certificate or both, as the case may be. Similarly, the Allottee/s/Purchaser/s shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developers / Promoters as provided in clause no. 7.1 hereinbelow.
- 3.4

The Total Price above excludes G.S.T. and Cess or any other similar taxes which may be levied by the Authorities and the same is to be paid by the Allottee/ Purchaser.
- 3.5

In accordance with the provisions of Income Tax Act the Allottee/s/ Purchaser/s is/are under obligation to deduct TDS of 1% of the consideration amount and the Purchaser/s shall deduct 1% at the time of payment of each installment and pay the same to the Government Treasury and within seven (7) days of such payment obtain and furnish the required Challan/Certificate to the Developers/Promoters. In the event the Purchaser/s fails to deduct such amount and/or to pay such amount to the Government Treasury then the Allottee/s/ Purchaser/s shall be liable to suffer or incur all the consequences including to reimburse the damages or loss which may be suffered or incurred by the Developers/Promoters by reason of non-deposit of such amount in the Government Treasury and/or upon the failure to furnish the Challan/TDS Certificate evidencing such payment to the Developers/ Promoters and such omission on the part of unit Purchaser shall be constructed as breach of this agreement.

- 3.6 Without prejudice to the Developers/Promoters' rights, under this agreement and/or in law, the Developers/ Promoters shall be entitled to claim and the Allottee/s/ Purchaser/s shall be liable to pay to the Developers/Promoters interest at the rate as specified in RERA Act which is to be SBI's MCLR rate plus 2% on all such amounts which may become due and payable by the Purchaser/s under the terms of this agreement and remain unpaid for seven (7) days or more after becoming due.
- 3.7 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 Developers / Promoters undertake and agree that while raising a demand on the Allottee/s/ Purchaser/s for increase in development charges, cost or levies imposed by the competent authorities etc., the Developers / Promoters shall enclose the said notification/ order/ rule/ regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s/Purchaser/s, which shall only be applicable on subsequent payments.
- 3.8 Pursuant to the negotiations between the Developers/ Promoters and the Allottee/s/Purchasers, at the request of the Allottee/s/Purchasers, the Developers/Promoters have agreed to sell the said Unit/Apartment at discounted price to the Allottee/s/Purchaser/s and therefore the Allottee/s/Purchasers shall not claim and /or be entitled to rebate or benefit of discounted amount for the preponed payment.

OR

The Developers / Promoters may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee/s/Purchaser/s by discounting such early payments @ _____% of the Installment paid for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to

any revision/withdrawal, once granted to an Allottee/s/ Purchaser/s by the Developers / Promoters.

- 3.9 The Developers / Promoters shall confirm the final carpet area that has been allotted to the Allottee/s/Purchaser/s after the construction of the Building is complete and the part/full occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Developers / Promoters. If there is any reduction in the carpet area within the defined limit then Developers / Promoters shall refund the excess money paid by Allottee/s/Purchaser/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s/Purchaser/s. If there is any increase in the carpet area allotted to Allottee/s/Purchaser/s, the Developers / Promoters shall demand additional amount from the Allottee/s/Purchaser/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 2.2 of this Agreement.
- 3.10 The Allottee/s/Purchaser/s authorizes the Developers / Promoters to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Developers / Promoters may in its sole discretion deem fit and the Allottee/s/Purchaser/s undertakes not to object/ demand/ direct the Developers / Promoters to adjust his payments in any manner.
4. The Developers / Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Unit/Apartment to the Allottee/s/Purchaser/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Unit/Apartment.

5. 5.1 The Developers / Promoters hereby declare that the Floor Space Index available as on date in respect of the project land is 6680.47 square meters only and Developers / Promoters have planned to utilize Floor Space Index of 6680.47 sq. mtrs. by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to DCPR-2034 or Development Control Regulations, which are applicable to the said Project. The Allottee/s/Purchaser/s has/have agreed to purchase the said Unit/Apartment based on the proposed construction to be carried out by the Developers / Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developers / Promoters only.
- 5.2 The Developers / Promoters hereby declare and inform that the Building/s shall be constructed in accordance with the plans and specifications approved and sanctioned and the Plans as shall be sanctioned consuming F.S.I. credit or 0.5 Additional FSI, T.D.R., fungible FSI, protected FSI and/or outside F.S.I. by the MCGM and all other concerned authorities;
- 5.3 The Developers / Promoters are also entitled to the balance potentiality and/or the FSI and/or the incentive FSI and/or the TDR /and/or Fungible and/or other FSI as may be available from time to time till completion of the Project under any law or circular or by way of concession, set back or payment of premium or by reason of change or amendment in the Development Control Rules and Policy or issuance of any circulars for the time being in force.
- 5.4 The Allottee/s/Purchaser/s/ has/have entered into this Agreement with the notice of the terms and conditions of the said hereinabove recited documents of the said property and subject to the terms and conditions that may be imposed by the MCGM and other authorities concerned.

6. It is hereby further expressly agreed that notwithstanding the Allottee/s/ Purchaser/s approaches / has approached any Banks / Financial Institutions for availing of a loan in order to enable the Allottee/s/Purchaser/s to make payment of part/balance purchase price in respect of the said Unit/Apartment to the Developers / Promoters and mortgaged/mortgage the said Unit/Apartment with such Banks/Financial Institutions, subject to the provisions of this Agreement and without diminishing or affecting the rights of the Developers / Promoters under this Agreement (which is to be subject to issuance of a No-objection letter by the Developers / Promoters in favour of such Banks/Financial Institutions) for repayment of the loan amount it shall be at the entire responsibility of the Allottee/s/Purchaser/s to ensure that payment of the part/balance purchase price are made as stated hereinabove and further to repay the entire loan amount to such Banks/Financial Institutions. The Developers / Promoters shall not be liable or responsible for the repayment of the loan amount or any part thereof to such Banks/Financial Institutions. The Allottee/s/ Purchaser/s hereby further expressly agree/s that the Allottee/s/ Purchaser/s shall not sell, transfer, let-out or deal with the said Unit/Apartment in any manner whatsoever without obtaining prior written permission from the Developers / Promoters as per the provisions contained herein and from such banks/financial institutions (during the pendency of the loan) and the Developers / Promoters shall not be liable or responsible for any of the acts of omission or commission which are contrary to the terms and conditions governing the said loan. It shall be the responsibility of the Allottee/s/ Purchaser/s to inform the said organization about the lien of such Banks/Financial Institutions and the Developers / Promoters shall not be liable or responsible for the same in any manner whatsoever. The Allottee/s/Purchaser/s shall indemnify and keep indemnified the Developers / Promoters and their respective heirs, executors, administrators and assigns from and against all claims, costs, charges, expenses, damages, losses which the Developers / Promoters and their respective heirs, executors, administrators and assigns may suffer or incur by reason of any action that such Banks/Financial Institutions may initiate for the recovery of the loan amount or any part thereof or on account of any breach by the Allottee/s/Purchaser/s of the terms and conditions governing the said loan in respect of the said Unit/Apartment and the Allottee/s/Purchaser/s hereby agree/s and undertake/s that the Developers / Promoters shall have a first lien/charge on the said Unit/Apartment towards all the claims, costs, charges or expenses/losses of the

Developers / Promoters and the Allottee/s/Purchaser/s further undertake/s to reimburse to the Developers / Promoters all and any of the aforesaid amounts with interest thereon forthwith on demand by the Developers / Promoters without any delay, default or demur.

7. **POSSESSION AND FORCE MAJEURE :-**

The Promoter shall give possession of the Apartment to the Allottee on or before..... day of20____. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of -

- (i) war, civil commotion or act of God ;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

8. **PROVISION OF DEFAULT IN PAYMENT OF CONSIDERATION:-**

8.1 If the Developers / Promoters fail to abide by the time schedule for completing the project and handing over the said Unit/Apartment to the Allottee/s/Purchaser/s, the Developers / Promoters agree to pay to the Allottee/s/Purchaser/s, who does not intend to withdraw from the project, interest at the rate as specified in RERA / Rules thereunder, on all the amounts paid by the Allottee/s/Purchaser/s, for every month of delay, till the handing over of the possession. The Allottee/s/Purchaser/s agree to pay to the Developers / Promoters, interest as specified in the Act/Rule, on all the delayed payments which become due and payable by the Allottee/s/Purchaser/s to the Developers / Promoters under the terms of this

Agreement from the date the said amount is payable by the Allottee/s/Purchaser/s to the Developers / Promoters.

- 8.2 Without prejudice to the right of Developers / Promoters to charge interest in terms of sub clause 8.1 above, on the Allottee/s/Purchaser/s committing default in payment on due date of any amount due and payable by the Allottee/s/ Purchaser/s to the Developers / Promoters under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s/Purchaser/s committing three defaults of payment of installments, the Developers / Promoters shall at his own option, may terminate this Agreement:

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

- 8.3 Upon termination of this Agreement in terms hereof, the Developers / Promoters shall be at liberty to dispose of and sell the said Unit/Apartment and covered car parking space to such person and at such price as the Developers / Promoters may in its absolute discretion think fit. As a consequence of the termination of this Agreement, the Developers / Promoters shall refund to the Allottee/s/Purchaser/s only the amount paid by the Allottee/s/Purchaser/s without interest (and not anything more than that) within a period of Forty five days of termination subject to the following deductions towards adjustment and recovery of agreed liquidated damages:

- (a) 10% or 2% **(to confirm)** of the Purchase Price plus the stamp duty paid on this Agreement (which is to stand forfeited by M/s. Shubhjivan Builders Pvt. Ltd upon termination of this Agreement);
- (b) the taxes and outgoings, if any, due and payable by the Allottee/s/Purchaser/s in respect of the said Unit/Apartment upto the date of termination of this Agreement;
- (c) processing fee and brokerage paid, if any etc. in respect of the said Unit/Apartment;
- (d) Pre-EMI Interest, if any, paid by the Developers / Promoters to Banks/Financial Institution on behalf of Allottee/s/Purchaser/s under particular Scheme.
- (e) The Developers / Promoters shall not be liable to pay to the Allottee/s/Purchaser/s any interest on the amount so refunded within forty five days of the termination.

8.4 Any payment/s made by the Allottee/s/Purchaser/s to the Developers / Promoters shall be first appropriated towards interest and the balance, if any, towards the principal sums of the installments of the said Purchase Price and/or any other outstanding dues. The balance amount(s) due and payable by the Allottee/s/Purchaser/s under this Agreement, whether as installments of Purchase Price or otherwise, shall continue to attract interest as agreed above.

8.5 In the event of termination of this Agreement as per clause 8.2 and 8.3 above, if necessary, at the request of the Promoters, the Allottee/s hereby agrees and undertakes to execute and register a Deed, Document or writing including the Deed of Cancellation to record the cancellation, of this Agreement. Even in absence of document recording such termination, the Allottee/s will not have any right, title or claim over the said Unit/Apartment on termination of this Agreement and the Promoters shall be entitled to sell or create third party rights in respect of the said

Unit/Apartment in favour of prospective Purchaser / persons as they deem fit.

9. **DETAILS OF FIXTURES AND AMENITIES:-**

9.1 The fixtures, fittings and amenities to be provided by the Developers / Promoters in the said building and the said Unit/Apartment hereby agreed to be sold are those that are set out in **ANNEXURE “___”** annexed hereto. The Allottee/s/ Purchaser/s agree that, in the event there is an uncertainty about the availability of fixtures, fittings or amenities or the materials required to be provided either in terms of quantity and/or quality and/or delivery and/or for any other reason beyond the control of the Developers / Promoters, the Developers / Promoters shall be entitled to change the fixtures, fittings and amenities to be provided in the said Unit/Apartment. In such circumstances, Developers / Promoters shall substitute the fixtures, fittings and amenities without any approval of or notice to the Allottee/s/Purchaser/s in as much similar specification and/or quality as may be available and required during the stage/time of the construction in order to enable the Developers / Promoters to offer at the earliest/on time the possession of the said Unit/Apartment/s to the Allottee/s/Purchaser/s as agreed under this Agreement. The Allottee/s/Purchaser/s agree not to claim any reduction or concession in the Purchase Price and/or in the amounts payable under this Agreement on account of any change or substitution in the fixtures, fittings or amenities provided by the Developers / Promoters.

9.2 All materials including tiles, marble, granite, timber etc., contain veins and grains with tonality differences and though the Promoters shall pre-select such materials for installation in the Project, their non-conformity, natural discolouration or tonal differences at the time of installation is unavoidable and the Promoters shall not be responsible and/or liable for the same and the Allottee/s shall not raise any claim(s) against the Promoters in this regard.

9.4

10. **PROCEDURE FOR TAKING POSSESSION** –

10.1 The Developers / Promoters, within 15 days from obtaining the part/full occupancy certificate from the MCGM and subject to entire payment made by the Allottee/s/Purchaser/s as per the agreement shall offer in writing the possession of the Unit/Apartment to the Allottee/s/Purchaser/s in terms of this Agreement to be taken by the Allottee/s/ Purchaser/s within 15 days from the date of issue of such notice and the Developers / Promoters shall give possession of the Unit/Apartment to the Allottee/s/Purchaser/s. The Allottee/s/Purchaser/s agree(s) to pay the maintenance charges as determined by the Developers / Promoters or association of Allottee/s/ Purchaser/s, as the case may be from the date of the OC.

10.2 The Allottee/s/Purchaser/s shall take possession of the Unit/Apartment within 15 days of the written notice from the Promoters to the Allottee/s/ Purchaser/s intimating that the said Unit/Apartment are ready for use and occupancy. The Allottee/s/Purchaser/s further agree/s that till the Allottee/s/ Purchaser/s share is so determined the Allottee/s/Purchaser/s shall pay to the Developers / Promoters or to the Society/ ultimate Organization, which shall be ultimately formed as the case may be, provisional monthly contributions of Rs._____/ - (Rupees _____ Only) per month towards the outgoings from the date of the OC. The amounts so paid by the Allottee/s/Purchaser/s to the Developers / Promoters or to the Society shall not carry any interest and remain with the Developers / Promoters or Society, subject to the provisions of section 6 of the said Act. The aforesaid amounts (less deductions provided for in this agreement) shall be handed over by the Developers / Promoters to the society on handing over the charge to the society. The Allottee/s/Purchaser/s undertake/s 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.

- 10.3 The Allottee/s/Purchaser/s shall check up all the fixtures and fittings in the said Unit/Apartment before taking possession of the same. At the time of taking possession of the said Unit/Apartment, the Allottee/s/Purchaser/s shall bring to the attention of the Developers / Promoters any defects in completion of the said Unit/Apartment, in absence whereof, the Developers / Promoters shall be deemed to have presumed that the Allottee/s/Purchaser/s is fully satisfied with the completion of the said Unit/Apartment in all respect as being in accordance with the terms, conditions and stipulations of this Agreement for Sale and acknowledged the same in writing to the Developers / Promoters. Thereafter, the Allottee/s/Purchaser/s shall have no claim against the Developers / Promoters in respect of any item of work in the said Unit/Apartment or in the said Building or on the said Property which may be alleged not have been carried out and/or completed and/or being not in accordance with the plans, specification and/or this Agreement and/or otherwise howsoever in relation thereto.
- 10.4 The Promoter shall form a society within a period of three months of the majority of allottees having booked their apartment.
- 10.5 Promoter shall execute conveyance deed with the association of allottees within three months from date of issue of occupancy certificate.

11. **FAILURE OF ALLOTTEE/S/PURCHASER/S TO TAKE POSSESSION OF UNIT/APARTMENT:-**

- 11.1 Upon receiving a written intimation from the Developers / Promoters as per clause 10.1, the Allottee/s/Purchaser/s shall take possession of the said Unit/Apartment from the Developers / Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Developers / Promoters shall give possession of the said Unit/Apartment to the Allottee/s/ Purchaser/s. In case the Allottee/s/ Purchaser/s fail/s to take possession within the time provided in clause 10.1 such Allottee/s/Purchaser/s shall continue to be liable to pay maintenance charges as applicable.

12. **USER OF UNIT/APARTMENT:-**

12.1 The Allottee/s/Purchaser/s shall use the said Unit/Apartment or any part thereof or permit the same to be used only for purpose for which Plans are sanctioned. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

13. **MEMBERSHIP OF ORGANIZATION OF ALL ALLOTTEE/S/ PURCHASER/S:-**

13.1 Upon payment of the total consideration amount and all the amounts payable under this Agreement and after the Allottee/s/Purchaser/s has/have been put into vacant and peaceful possession of the said Unit/Apartment, the Promoters shall cause the said Society or the Organisation of all the Units/ Apartments' Allottee/s/Purchasers to admit the Allottee/s/ Purchaser/s (to be formed as provided in clause 25 herein) as its Member upon application to be made by the Allottee/s/Purchaser/s and upon payment of the prescribed application fees and admission fees, the said Society shall admit the Allottee/s/Purchaser/s as its member issuing 5 fully paid up shares of the said Society. The Allottee/s/Purchaser/s, however, thereafter shall abide by the rules and regulations of the said Society from time to time. The Allottee/s/Purchaser/s agree/s to sign all necessary application forms and all other papers and undertaking required to be submitted to the said Society for being admitted as its Member.

14. **ALLOTTEE/S/ PURCHASER/S TO PAY OUTGOINGS AND MAINTAINANCE:-**

14.1 Within 15 days after notice in writing is given by the Developers / Promoters to the Allottee/s/Purchaser/s that the Unit/ Apartment is ready for use and occupancy, the Allottee/s/ Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Unit/Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance,

common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s including those set out in the **Sixth Schedule** hereunder written. Until the management is handed over to the Society, the Allottee/s/Purchaser/s shall pay to the Developers / Promoters such proportionate share of outgoings as may be determined. The Allottee/s/ Purchaser/s further agree/s that till the Allottee/s/ Purchaser/s’ share is so determined the Allottee/s/ Purchaser/s shall pay to the Developers / Promoters provisional monthly contribution as stated in clause 10.2 herein above towards the outgoings. The amounts so paid by the Allottee/s/ Purchaser/s to the Developers / Promoters shall not carry any interest and remain with the Developers / Promoters until management is handed over to the said Society.

14.2 The Allottee/s/Purchaser/s hereby agrees to pay his proportionate share in the maintenance charges for gardens, lobbies, stair case, elevators, fire escapes, main entrance and exits of the building, common parking areas, fitness centre, installation of central services such as power light, air conditioning, society office and all other common amenities and facilities in the project as shall be intimated by the Developers/ Promoters or Society.

15. **OTHER MISCELLANEOUS PAYMENTS:-**

15.1 The Allottee/s/Purchaser/s shall on or before delivery of possession of the said Unit/Apartment keep deposited with the Developers / Promoters, the following non-refundable amounts:-

Sr.	Particulars	Amount (Rs.)
1.	Share Application money, entrance fee application fees	
2.	Proportionate share of municipal taxes and outgoings for the said premises for 12 months	
	Total	

G

ST or any other taxes on the said amounts mentioned herein as applicable under the above heads.

It is agreed by the Purchaser/s that the Developers/ Promoters shall not be liable to render any account for the amounts collected by/ from the purchaser/s.

15.2 The above amounts shall be paid by the Allottee to the Promoters over and above the consideration mentioned in clause 2 hereinabove and all other amounts payable by the Allottee under this Agreement or otherwise.

15.3 The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Allottee on account of the amounts referred herein in this clause No. 15(i) and such amounts shall be spent only for the purposes for which they have been received.

15.4 The Promoters are entitled to spend, utilise etc. the aforesaid amount in such manner as agreed, and the unspent balance, if any, in the amounts mentioned in this clause, shall be transferred to the Society's Account at an appropriate time.

15.5 It is further clarified that the list of charges mentioned hereinabove is only indicative and also not exhaustive and the Allottee agrees to pay to the Promoters such other and further charges as the Promoters may indicate.

16. **REPRESENTATIONS AND WARRANTIES OF THE DEVELOPERS / PROMOTERS:-**

The Developers / Promoters hereby represents and warrants to the Allottee/s/Purchaser/s as follows:-

i) The Developers / Promoters/ have clear and marketable title with respect to the project land, as declared in the Title Report annexed to this Agreement and has the requisite rights to carry out development upon the project land

and also has actual, physical and legal possession of the project land for the implementation of the Project;

- ii) The Developers / Promoters have 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) The Developers/Promoters have disclosed and the Allottee/s/Purchaser/s hereby agree, accept and confirm that the Promoters shall be entitled to raise finance from any Financial institutions on their unsold Unit/Apartment and shall disclose to the Allottee/s/Purchaser/s of such unsold Unit/Apartment. Such Unit/Apartment shall be sold by the Developers/Promoters with intimation of the finance raised to the prospective Allottee/s/Purchaser/s of such Unit/Apartment;
- iv) There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building shall be obtained by following due process of law and the Developers / Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building and common areas;
- vi) The Developers / Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s/Purchaser/s created herein, may prejudicially be affected;
- vii) The Developers / Promoters have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with

any person or party with respect to the project land, including the Project and the said Unit/Apartment which will, in any manner, affect the rights of Allottee/s /Purchaser/s under this Agreement;

- viii) The Developers / Promoters confirm that the Developers / Promoters are not restricted in any manner whatsoever from selling the said Unit/Apartment to the Allottee/s/Purchaser/s in the manner contemplated in this Agreement;
- ix) At the time of execution of the deed of conveyance of the structure and the said Plot of Land to the association of Allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
- x) The Developers / Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges, taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable by the Developers, with respect to the said project to the competent Authorities;
- xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Developers / Promoters in respect of the project land and/or the Project except those disclosed in the title report.

17. **COVENANTS OF THE ALLOTTEE/S/PURCHASER/S:-**

- 17.1 The Allottee/s/Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Unit/Apartment may come, hereby covenants with the Developers / Promoters as follows :-
 - i) To maintain the Unit/Apartment at the Allottee/s/ Purchaser/s' own cost in good and tenantable repair and condition from the date that of possession of the Unit/Apartment is taken and shall not do or suffer to be done anything in or to the building in which the

Unit/Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Unit/Apartment is situated and the Unit/Apartment itself or any part thereof without the consent of the local authorities, if required.

- ii) Not to store in the Unit/Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Unit/Apartment is situated or storing of which goods is objected by the concerned authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Unit/Apartment is situated, including entrances of the building in which the Unit/Apartment is situated and in case any damage is caused to the building in which the Unit/Apartment is situated or the Unit/Apartment on account of negligence or default of the Allottee/s/Purchaser/s in this behalf, the Allottee/s/ Purchaser/s shall be liable for the consequences of the breach.
- iii) To carry out at his own cost all internal repairs to the said Unit/Apartment and maintain the Unit/Apartment in the same condition, state and order in which it was delivered by the Developers / Promoters to the Allottee/s/Purchaser/s and shall not do or suffer to be done anything in or to the building in which the Unit/Apartment is situated or the Unit/Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s/Purchaser/s committing any act in contravention of the above provision, the Allottee/s/Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv) Not to demolish or cause to be demolished the Unit/Apartment 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 Unit/Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Unit/Apartment is situated and shall keep the portion, sewers, drains and pipes in the Unit/Apartment 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 Unit/Apartment 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 Unit/Apartment without the prior written permission of the Developers / Promoters and/or the Society and/or from the local concerned Authority.

- v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Unit/Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit/Apartment in the compound or any portion of the project land and the building in which the Unit/Apartment is situated.
- vii) He/she/it/they shall not cause nuisance and/or cause hindrances in the completion of the development of the Said Property and/or anytime thereafter and will not default in compliance with the terms of this Agreement including making any payments
- viii) Pay to the Developers / Promoters within seven days of demand by the Developers / Promoters, his share of non-refundable deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the building in which the Unit/Apartment is situated.

- ix) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Unit/Apartment by the Allottee/s/Purchaser/s for any purposes other than for the purpose for which it is sold.
- x) The Allottee/s/Purchaser/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Unit/Apartment until all the dues payable by the Allottee/s/Purchaser/s to the Developers / Promoters under this Agreement are fully paid up.
- xi) The Allottee/s/Purchaser/s shall observe and perform all the rules and regulations of the Society and carry out the maintenance from time to time for protection and maintenance of the said building and the Unit/Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s/Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the Unit/Apartment 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.
- xii) Till a Conveyance of the structure of the building and the Project land in which the Unit/Apartment is situated is executed in favour of Society/ Limited Society/ Ultimate Organisation, the Allottee/s/Purchaser/s shall permit the Developers / Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings / project land or any part thereof to view and examine the state and condition thereof.

- xiii) The Allottee/s/Purchaser/s has/have entered into this Agreement after having read the contents hereof and appraising himself about the same having understood the provisions hereof.
- xiv) The Allottee/s/ Purchaser/s is also made aware of the fact that :
- a) Parking Spaces shall be entertained as per the building plans that have been approved. The Allottees / Purchasers / Buyers / Society Members shall not hold MCGM and the Developers liable for the same in future.
 - b) That the buyers/members are aware about inadequate size of W.C. and toilet in some of the Residential units.
 - c) The Allottee/s/Purchaser/s is made aware of the fact that the said building is deficient in open space and MCGM will not be held liable for the same in future. Further the Allottee/s/Purchaser/s hereby agrees and records his consent / no objection for the neighborhood development with deficient open space in future and less height of habitable floor and that the Allottee/s/purchaser will not hold the MCGM liable for the proposed inadequate / sub-standard sizes of rooms in future. That the Allottee/s/Purchasers will not hold MCGM liable for failure of mechanical parking's/car lift and the Allottee/s/Purchasers will not complain to the MCGM in this regard in future. The Allottee/s/purchaser is further put to the notice about the inadequate maneuvering space of car parking and no complaint shall be made to MCGM with this regard.

18. **SEPARATE ACCOUNTS:-**

- 18.1 The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Allottee as advance or deposit, sums received on

account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

19. **DELAY OR INDULGENCES:-**

19.1 Any delay tolerated or indulgence shown by the Developers / Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Unit/Apartment Allottee/s/Purchaser/s by the Developers / Promoters shall not be construed as a waiver on the part of the Developers / Promoters of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee/s/Purchaser/s nor shall the same in any manner prejudice the rights of the Developers / Promoters.

20. **ESSENCE OF CONTRACT:-**

20.1 The Allottee/s/Purchaser/s shall pay the amounts mentioned herein, including the various Installments on their respective due dates, without fail and without any delay or default, as time in respect of the said payment, is The Essence Of The Contract. The Developers / Promoters will forward to the Allottee/s/ Purchaser/s intimation of the Developers / Promoters having carried out the construction at the address given by the Allottee/s/Purchaser/s, under this Agreement and the Allottee/s/Purchaser/s shall be under obligation to pay the amount of installments, within seven days of demand by the Developers / Promoters dispatching the intimation under certificate of posting or in any other manner, at the address of the Allottee/s/Purchaser/s as given in these presents. The Developers / Promoters shall keep a certificate of their Architects, certifying that the Developers / Promoters have completed the work and such Certificate will be open for Inspection by the Allottee/s/Purchaser/s at the Office of the Developers / Promoters, which shall be binding on the Allottee/s/ Purchaser/s.

21. **LIABILITY OF ALLOTTEE/S/PURCHASER/S TO PAY ALL STATUTORY DUES:-**

21.1 By reason of the Developers / Promoters having agreed to sell the said Unit/Apartment to the Allottee/s/ Purchaser/s, if any, statutory dues become payable by the Developers / Promoters or the Allottee/s/ Purchaser/s including GST or otherwise, the same shall be paid by the Allottee/s/ Purchaser/s within 7 days from the demand being raised by the Developers / Promoters as a part of this Agreement.

22. **DISCLOSURES BY DEVELOPERS / PROMOTERS:-**

22.1 The Allottee/s/Purchaser/s hereby declares that before the execution of this Agreement, the Developers / Promoters have made full, free and complete disclosure and the Allottee/s/Purchaser/s have taken full, free & complete inspection of particulars and disclosure of the following:-

- (a) Nature of Developers / Promoters' right and title to the said property described in the First Schedule hereunder written as also copies of the various permissions granted as mentioned in the Title Certificate of the Developers / Promoters annexed hereto along with all relevant papers and proceedings mentioned therein.
- (b) IOD, CC and all plans and specifications duly approved and sanctioned by MCGM of the proposed building to be built upon the said property;
- (c) Nature and particulars of fixtures, fittings and amenities to be provided in the building to be constructed on the said property;
- (d) All particulars of design and materials to be used in construction of the building on the said property;
- (e) The various amounts that are to be paid inter alia towards the ground rent, revenue assessment, Development/ betterment charges municipal and other taxes and water and electricity charges,

including water deposit and electricity deposits and corpus fund or other deposits levied from time to time and as are for the time being in force.

- (f) The Allottee/s/Purchaser/s hereby declares that after reading and having understood the contents of the aforesaid documents and all the disclosures made by the Developers / Promoters as aforesaid, as well as the terms and conditions hereinafter mentioned, the Allottee/s/ Purchaser/s with full knowledge thereof have entered into this Agreement.

22.2 The Developers / Promoters have informed the Allottee/s/Purchaser/s and the Allottee/s/Purchaser/s hereby agree/s, confirm/s and declare/s and consents or otherwise empower/s, the Developers / Promoters, as follows:-

- i) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Unit/Apartment or of the said property and Building/s or any part or portion thereof. The Allottee/s/ Purchaser/s shall have no claim save and except in respect of the said Unit/Apartment hereby agreed to be sold to him/ her/ them. All open spaces, lobbies, staircases, terraces, recreation spaces, etc. shall remain the property of the Developers / Promoters until the said property and/or the said building/s is/are transferred to the Society/Limited Company or other body as hereinbefore mentioned.
- ii) For all or any of the purposes mentioned herein under and/or under this Agreement, the Developers / Promoters shall be entitled to keep and/or store any construction materials on any part or portion of the said property and/or to have additional Electricity Supply and/or additional Water Supply and for the purpose of construction, to do all such further acts, deeds, matters and things, as may be necessary. In such an event, the Allottee/s/Purchaser/s shall not take any objection or otherwise, on the ground of any nuisance, noise and/or

shall not claim any easement rights and/or any other rights, in the nature of easement or prescriptive or other rights of any nature whatsoever. The Allottee/s/ Purchaser/s directly and/or indirectly, shall not do any act, deed, matter or a thing, whereby the Developers / Promoters may be prevented from putting any such additional and/or new construction and/or shall not raise any objection and/or obstruction, hindrance or otherwise. The said act by the Allottee/s/Purchaser/s shall be construed as breach of this agreement.

23. **ADDITIONAL FACILITIES IN PROJECT:-**

The Developers / Promoters, as permitted by the Municipal Corporation is providing a space for Fitness Centre on ____ Floor. The Developers / Promoters shall also provide an Office area as per the Rules and Regulations of Municipal Corporation for the purpose of the user of the same by the Society. **Note: Client to confirm**

24. **TRANSFER IN FAVOUR OF SOCIETY/ULTIMATE ORGANISATION OF ALL ALLOTTEES/PURCHASER/S AND RIGHTS OF DEVELOPERS / PROMOTERS:-**

24.1 The Promoters intend to form a Society of the Flat Purchasers namely “**Sianna Heights**”. The Allottee/s/ Purchaser/s along with other Allottee/s/ Purchaser/s of Units/Apartments in the building shall join in forming and registering the society or a Limited Company or Condominium to be known by the name “_____” or as the Developers / Promoters may decide and for this purpose from time to time sign execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the society or Condominium or Limited Company and for becoming a member, including the bye-laws of the proposed society and duly fill in, sign and return to the Sellers / Promoters within 7 days of the same being forwarded by the Sellers / Promoters to the Allottee/s/ Purchaser/s, so as to enable Sellers /

Promoters to register the organisation of the Allottee/s/Purchaser/s under section 10 of the said Act within the time limit prescribed by Rule 8 of the Maharashtra Ownership Flats (Regulation of the promotion of construction, sale, management and Transfer) Rules, 1964. No objection shall be raised by the Allottee/s/Purchaser/s if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-Operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

24.2 Unless it is otherwise agreed by and between the parties hereto, the Developers/ Promoters will be consuming the full permissible F.S.I. available in respect of the said property and on completion of the project in all manner, transfer to the society or Limited Company all the right, title and interest of the Owners / Developers / Promoters of the said Property/land described in the Second Schedule hereunder written together with the said building and execute the necessary Deed of Transfer in favour of such society or Condominium or Limited Company, as the case may be, however such Deed of Transfer shall be executed in keeping with the terms and provisions of this Agreement and reserving the rights of the Developers / Promoters therein as mentioned in this agreement. The Society or Limited Company shall be liable to pay stamp duty and registration charges payable on the Deed of Conveyance and the Sellers / Promoters shall not be liable to pay the same or any part thereof.

24.3 All unsold Unit/Apartments, open/ covered car parking spaces, open space, podium, space under and over the podium, stilt area and other Unit/Apartments and spaces in the said Building which are proposed presently and/or which may be proposed in future shall belong to and owned by the Developers / Promoters and/or their nominees only and they will have sole and exclusive rights and authority to allot, alienate or dispose of the same on such terms and conditions as they may like to any party and receive and appropriate the consideration received thereof and the Allottee/s/Purchaser/s will have no objection to the same and the Allottee/s/Purchaser/s do hereby consent to what is stated above and the

Allottee/s/Purchaser/s agree and undertake not to claim any abatement in the price or concession or rebate or compensation or damages.

24.4 The Developers / Promoters intend to and may retain for themselves the remaining Unit/Apartments in the said Building to be constructed in the said Project and may not sell to others and may let/lease out or give on leave and license basis, some or even substantial number of Unit/Apartments in the said Building, as the case may be. The Developers / Promoters shall not be liable to pay non occupancy charges thereof to the said Society.

25. **RIGHTS OF DISPLAY:-**

25.1 The Developers / Promoters will, at all times, be entitled to install the logos and/or name boards and/or put-up advertisement boards/ hoarding etc. of the Developers / Promoters in respect of their project (hereinafter referred as “**the displays**”)

26. **COMMON AREAS AND AMENITIES:-**

26.1 The use and enjoyment of the common service amenities and other amenities including the said infrastructure/common facilities shall be mutatis mutandis to the ownership of the said Unit/Apartment by the Allottee/s/Purchaser/s and his/her/its bona fide family members to the end and intent that:

- i) As and when the said Unit/Apartment is sold or transferred, the use and enjoyment of the common service amenities and other amenities including the said infrastructure/common facilities shall automatically stand transferred to the new Allottee/s/purchaser(s) of the said Unit/Apartment and the Allottee/s/Purchaser/s’ rights to the access, usage and enjoyment of the common service amenities and other amenities including the said infrastructure/ common facilities shall automatically stand extinguished;

- ii) The Allottee/s/Purchaser(s) shall not be entitled to separate or segregate or retain for himself the use and enjoyment of the common service amenities and other amenities including the said infrastructure/common facilities and/or decline or refuse to transfer to the new Allottee/s/Purchaser/s the benefit thereof along with the sale and transfer of the said Unit/Apartment to such Allottee/s/Purchaser/s;

26.2 If the TATA Limited / Adani Electricity Mumbai Ltd. or any other local body or authority requires a substation to be put on the stipulated property and passing of any cable the costs, charges and expenses of the land and structure thereof shall be borne and paid by all the Allottee/s/Purchaser/s in the said building including the Unit/Apartment Allottee/s/Purchaser/s herein in proportion with the area of their respective Unit/Apartment. The Allottee/s/Purchaser/s hereby agree and confirm that they shall not object to the substation and the land beneath it to be leased to the power supply company, if required and if needed to allow the passing of cable through the said Property

27. **FIRST CHARGE AND LIEN OF DEVELOPERS / PROMOTERS:-**

27.1 The Developers / Promoters shall have first lien and charge on the said Unit/Apartment agreed to be acquired by the Allottee/s/Purchaser/s in respect of all the amounts payable by the Allottee/s/Purchaser/s under the terms and conditions of this Agreement.

28. **INTERIM MANAGEMENT:-**

28.1 In the event of the management of the said property being handed over to the Society before the sale and disposal of all the Unit/Apartments, parking spaces, by the Developers / Promoters in the said building/s in the said property, the power and authority of the said Society shall be subject to the overall control and authority of the Developers / 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 Developers / Promoters shall have absolute authority and control as regards the unsold Unit/Apartments, parking spaces and the disposal thereof and such Allottee/s/Purchaser/s of the said unsold Unit/Apartments 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.

- 28.2 Notwithstanding the other provisions of this Agreement, the Promoters shall be entitled to nominate any one or more persons (“**Facility Management Agency**”) to manage the operation and maintenance of the said Building, common amenities, common areas, facilities and infrastructure on the said Land or any portion thereof after the completion of the development of the said Building or as may be determined by the Promoters in its sole discretion. The Promoters shall have the authority and discretion to negotiate with such Facility Management Agency and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/them. The cost incurred in appointing and operating the Facility Management Agency shall be borne and paid by the Allottee and/or occupants of the said Building including the Allottee on a pro rata basis, as part of the development and common infrastructure charges referred to herein. Such charges may vary and the Allottee agrees that he shall not raise any dispute regarding the appointment of any Facility Management Agency by the Promoters for any of the buildings that may be constructed on the said project Land including the said Building or towards the maintenance charges determined by such agency. It is agreed and understood by the Allottee that the cost of maintenance of the said Building and the said Land and other common areas, facilities and infrastructure in the said project Land shall be borne and paid by only the Allottee and other Purchasers /occupants on a pro-rata basis;

29. DEFECT LIABILITY:-

- 29.1 If within a period of five years from the date of handing over the said Unit/Apartment to the Allottee/s/ Purchaser/s or the date of the Occupation

Certificate, whichever is earlier, the Allottee/s/Purchaser/s brings to the notice of the Developers / Promoters any structural defect in the said Unit/Apartment or the building in which the Unit/Apartment are situated or any defects on account of workmanship, quality or provision of service, then, subject to sub-clause 29.2 herein below, wherever possible such defects shall be rectified by the Developers / Promoters at his own cost and in case it is not possible to rectify such defects, then the Developers / Promoters shall arrange to value the damage with his consultant and contractors and the Allottee/s/Purchaser/s shall be entitled to receive from the Developers / Promoters, compensation for such defect in the manner as shall be valued by the said consultants/contractors, subject to the below mentioned clause.

- 29.2 If the defect has arisen due to result of any unlawful construction or any addition or alteration including fixing of grill carried out by the Allottee/s/Purchaser/s in their respective premises or on the exterior or by Organisation of Allottee/s/Purchaser/s of the building or as a result of non-maintenance of the said building or said Unit/Apartment then in such event, the Promoters shall be absolved from such liability.

30. **STAMP DUTY AND REGISTRATION CHARGES:-**

- 30.1 The Allottee/s/Purchaser/s shall bear and pay requisite stamp duty and registration charges, Legal expenses on this agreement in accordance with the provisions of Maharashtra Stamp Act and shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act and forthwith inform the Developers / Promoters to attend such office and admit execution thereof.
- 30.2 At the time of registration of the Deed of conveyance of the Land and/or building, the Allottee/s/ Purchaser(s) shall pay to the Developers / Promoters, the Allottee/s/ Purchaser/s' share of stamp duty and registration charges payable, by the said Organization on such conveyance or any document or instrument of transfer in respect of conveyance of the said Building and/or the said land.

31. Subject to the provisions of this Agreement, the Developers / Promoters shall be entitled to sell, assign, transfer or otherwise deal with their rights and interest in the said property or in building/s to be constructed thereon. Provided that in such event, the Allottee/s/Purchaser/s herein and/or Assign/s of the Developers / Promoters, shall continue to be bound in all respects by the terms and conditions set out in this Agreement.
32. Before the sale and/or disposal by the Developers / Promoters of all the Unit/Apartments, stilts and other spaces, gardens, terraces, compounds and car parking space in the said building and in the compound, the power and authority of the society or of the Unit/Apartment holders and the Allottee/s/Purchaser/s and other spaces and car parking spaces, shall be subject to the overall authority and control of the Developers / Promoters in respect of any of the matters concerning the said building the construction and completion thereof and all amenities pertaining to the same and in particular the Developers / Promoters shall have absolute authority and control as regards the unsold/ unassigned Unit/Apartment, stilt, compounds, other spaces and car parking spaces and the disposal thereof. The Developers / Promoters shall be liable to pay only the Municipal taxes, at actual (after deducting the vacancy allowances, etc.) in respect of the unsold Unit/Apartments, hoarding spaces and/or unallotted/ unassigned car parking spaces. In case the management of the Building is handed to the co-operative society before the disposal of all the Unit/Apartments by the Developers / Promoters, then and in such an event, the Developers / Promoters shall join in as the members in respect of such unsold Unit/Apartment & Car parking space and as and when such Unit/Apartments & Car parking space are sold to the persons of the choice and at the discretion of the Developers / Promoters, the co-operative society shall admit as members, the Allottee/s/Purchaser/s of such Unit/Apartment without charging any premium or any other extra payment and they shall have same rights, benefits and subject to the same obligations, as those of the other Allottee/s/Purchaser/s without any reservation or conditions or any other payments save and except normal Entrance Fee, Share Money and other Moneys Paid by all the Allottee/s/Purchaser/s, at the time of handing over the management.
33. **DEVELOPERS / PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE AGAINST THE SAID UNIT/APARTMENT:-**

33.1 After the Developers / Promoters execute this Agreement he shall not mortgage or create a charge on the Unit/Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s/Purchaser/s who has taken or agreed to take such Unit/Apartment.

34. **BINDING EFFECT:-**

34.1 Forwarding this Agreement to the Allottee/s/ Purchaser/s by the Developers / Promoters does not create a binding obligation on the part of the Developers / Promoters or the Allottee/s/Purchaser/s until, firstly, the Allottee/s/Purchaser/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee/s/Purchaser/s and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Developers / Promoters. If the Allottee/s/Purchaser/(s) fail/s to execute and deliver to the Developers / Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s/ Purchaser/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Developers / Promoters, then the Developers / Promoters shall serve a notice to the Allottee/s/Purchaser/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s/Purchaser/s, application of the Allottee/s/ Purchaser/s shall be treated as cancelled and after deducting 15% of the consideration amount together with the GST and other taxes thereon and also the stamp duty paid by the Promoters on this Agreement and such other deductible charges in connection therewith the Promoters shall refund the balance amount, to the Allottee/s/Purchaser/s without any interest or compensation whatsoever.

35. **ENTIRE AGREEMENT:-**

Save and except as may be specifically mentioned herein, this Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Unit/Apartment/ plot/building, as the case may be.

36. **RIGHT TO AMEND:-**

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

37. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/S/ PURCHASER/S/ SUBSEQUENT ALLOTTEE/S/ PURCHASER/S:-**

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

38. **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 being 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.

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

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

40. **FURTHER ASSURANCES:-**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to carry out the objective as contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

41. **PLACE OF EXECUTION:-**

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

42. The Allottee/s/Purchaser/s and/or Developers / Promoters shall present this Agreement at the concerned registration office within the time limit prescribed by the Registration Act and the Developers / Promoters will attend such office and admit execution thereof.

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

The Allottee/s / Purchaser/s:

Notified Email ID: _____

The Developers / Promoters:

Shubhjivan Builders Pvt. Ltd.,
301, Goyal Shopping Arkade,
S.V. Road, Opp. Railway Station,
Borivali (West),
Mumbai 400-092

Notified Email ID: _____

It shall be the duty of the Allottee/s/Purchaser/s and the Developers / Promoters 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 Developers / Promoters or the Allottee/s/Purchaser/s, as the case may be.

44. **JOINT ALLOTTEE/S/PURCHASER/S:-**

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

45. **THE DISPUTE RESOLUTION:-**

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

46. **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 Civil Courts in Mumbai will have the jurisdiction for this Agreement.

47. **OVERALL CONTROL OF DEVELOPERS / PROMOTERS:-**

47.1 The Society shall not issue Share Certificate to any Allottee/s/Purchaser/member without obtaining the No Objection Certificate from the Developers / Promoters certifying that the Developers / Promoters have no outstanding/dues pending on any account to be received from the Allottee/s/ Purchaser/member and remaining unpaid. If the said Society issues Share Certificate to any Allottee/s/purchaser/ member without adhering to or abiding by the aforesaid condition, the said Society shall itself be responsible and liable to pay such amounts due and payable, if any, by such Allottee/s/purchaser/ member to the Developers / Promoters.

47.2 If any GST is payable or any other tax/liability/levy/cess on account of this transaction arises now or in future, the same shall be paid and discharged by the Allottee/s/Purchasers alone and the Developers / Promoters shall not be liable to contribute anything on that account. The Allottee/s/Purchaser/s shall also fully reimburse the said amount, if paid by the Developers/Promoters and the expenses that may be incurred by the Developers / Promoters in consequences upon any legal proceedings that may be instituted by the authorities concerned against the Developers / Promoters or vice versa on account of such liability.

48. Each party hereto shall from time to time upon the reasonable request and cost of the other party execute any additional documents and do any other acts or things which may be reasonably required to give effect to the terms hereof.

49. The Allottee/s/Purchaser/s hereby declares that he/she /it/they are resident Indians and are entitled to acquire the said Unit/Apartment in accordance with the provisions of the Foreign Exchange Management Act, 1999. It is abundantly made clear to the Allottee/s/Purchaser/s that if the Allottee/s/Purchaser/s is a Non-Resident Indian / foreign national of Indian origin, in respect of all remittances, acquisitions / transfer of the said Unit/Apartment, it shall be his/her/their/its sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The Allottee/s/Purchaser/s understands and agrees, that in the event of any failure on his/her/their/its part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India he/she/they/it alone shall be liable for any action under the Foreign Exchange Management Act, 1999, or any other statutory modifications or re-enactments thereto the Developers / Promoters accepts no responsibility in this regard and the Allottee/s/Purchaser/s agrees to indemnify and keep the Developers / Promoters indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.
50. The Allottee hereby indemnifies and keeps indemnified, saved, defended and harmless the Promoters against any or all demands, notices, claims, actions, proceedings, losses, damages, expenses, costs or other liabilities incurred or suffered by the Promoters from or due to any breach by the Allottee of any of its covenants, representations and warranties under this Agreement or due to any act, omission, default on the part of the Allottee in complying/ performing his/her/their obligations under this Agreements.

THE FIRST SCHEDULE ABOVE REFERRED TO

- (i) **Firstly:- (The First Property).**

ALL THAT piece or parcel of land bearing Survey No. 115, Hissa No.8 corresponding to CTS No. 922 admeasuring 376.60 sq. mtrs.; Survey No. 118, Hissa No.11 corresponding to CTS No. 917 admeasuring 1200.50 sq. mtrs.; Survey No. 118, Hissa No.15 corresponding to CTS No.920 subsequently sub divided into 920A and 920B admeasuring 629.90 sq. mtrs. in all aggregating to 2207 sq. mtrs. or thereabout.

(ii) **Secondly:- (The Second Property)**

ALL THAT piece or parcel of land bearing Survey No.118, Hissa No.13 corresponding to CTS No. 914 and further subdivided into CTS No.914A admeasuring 401.10 sq. mtrs. and CTS No.914B admeasuring 51.20 sq. mtrs. total admeasuring 452.30 sq. mtrs.; property bearing Survey No. 118, Hissa No.10 corresponding to CTS No.918 admeasuring 894.50 sq. mtrs.; property bearing Survey No. 115, Hissa No.7 corresponding to CTS No. 924 and subdivided into CTS No.924A, admeasuring 192.80 sq. mtrs., CTS No.924B admeasuring 578.80 sq. mtrs., CTS No. 924C admeasuring 7.90 sq. mtrs. CTS No. 924D admeasuring 4.20 sq. mtrs., total admeasuring 783.70 sq. mtrs.; property bearing Survey No. 115, Hissa No.4 corresponding to CTS No. 932 and sub-divided into CTS No. 932A area admeasuring 206.80 sq. mtrs., and CTS No. 932B admeasuring 119.30 sq.mtrs. total admeasuring 326.10 sq.mtrs or thereabouts, and in aggregate admeasuring 2456.60 Sq. Mtrs. situate lying and being at Village Eksar, Taluka Borivali, in the Mumbai Suburban District.

(iii) **Thirdly:- (The Third Property)**

ALL THAT piece or parcel of land bearing Survey No.118, Hissa No.12 corresponding to CTS No. 913 and further subdivided into CTS No.913A admeasuring 290 sq. mtrs. and CTS No. 913B area admeasuring 113.30 sq. mtrs. total admeasuring 403.30 sq. mtrs.; property bearing Survey No. 118, Hissa No.16 corresponding to CTS No.916 admeasuring 393.70 sq. mtrs.; property bearing Survey No. 118, Hissa No.14 corresponding to CTS No. 919 admeasuring 739.10 sq. mtrs.; property bearing Survey No. 115, Hissa No.9 corresponding to CTS No. 921 admeasuring 999.10 sq. mtrs or thereabouts and property bearing Survey No. 115, Hissa No.5 corresponding to CTS No. 925

admeasuring 1430.80 sq. mtrs or thereabouts and in aggregate admeasuring 3966.00 Sq. Mtrs. situate lying and being at Village Eksar, Taluka Borivali, in the Mumbai Suburban District.

(iv) **Fourthly:- (The Fourth Property)**

ALL THAT piece or parcel of land bearing Survey No.115, Hissa No.1/3 corresponding to CTS No. 931 admeasuring 3123.40 sq. mtrs. and Survey No.115, Hissa No.1/5 corresponding to CTS No. 935 admeasuring 807.10 sq. mtrs. or thereabouts and in aggregate admeasuring 3930.50 Sq. Mtrs. situate lying and being at Village Eksar, Taluka Borivali, in the Mumbai Suburban District.

(v) **Fifthly:- (The Fifth Property)**

ALL THAT piece or parcel of land bearing Survey No. 118, Hissa No. 13 corresponding to CTS No. 915 and further sub-divided into 915A admeasuring 205.10 sq. mtrs. and 915B admeasuring 5.00 sq. mtrs. in aggregate admeasuring 210.10 sq. mtrs. or thereabouts.

THE SECOND SCHEDULE ABOVE REFERRED TO:-

(the said Property)

ALL THAT piece and parcel of land bearing Survey No. 118, Hissa No.11 corresponding to CTS No.917 admeasuring 1200.50 sq. mtrs. or thereabouts; Survey No. 118, Hissa No.12 corresponding to CTS No. 913A admeasuring 290 sq. mtrs. or thereabouts; Survey No. 118, Hissa No.13 corresponding to CTS No.914A admeasuring 401.10 sq. mtrs. or thereabout Survey No. 118, Hissa No.13 corresponding to CTS No.915A admeasuring 205.10 sq. mtrs. or thereabout in aggregate admeasuring 2096.70 sq. mtrs. or thereabouts of Village Eksar, Taluka Borivali, Mumbai Suburban District.

THE THIRD SCHEDULE ABOVE REFERRED TO

(The said Unit/Apartment)

Residential Flat / Apartment/ Unit bearing No. _____ on _____ Floor, admeasuring _____ Sq. Mtrs Carpet Area in the Building known as " _____ " together with exclusive use and enjoyment of the _____ Covered Car-parking Space being Stack / Mechanised, on Ground _____ Podium floor bearing no. _____ and _____, of the Building to be constructed on the said Property more particularly described in the Second Schedule hereinabove written.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(COMMON AREAS AND FACILITIES)

The Land on which the building is located, the foundations, columns, girders, beams, main walls, Lobbies, common pathways, stairways, lift, pump room, suction tank, , soak pit, Lift, Lift Machine Room, Underground Water Tank and Pump Room, storm water drain, terraces of the building, R. G. Area, Fitness Centre, and society's office only.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(Restricted Areas and amenities)

The Restricted Amenities are as under:-

- i. Terrace on 22nd floor admeasuring _____ sq. ft. (counted/included in FSI) adjoining and/or attached to Flat No. _____ which shall be allotted to and owned by the Owner or Owners for the time being of the said Flat No. _____.

THE SIXTH SCHEDULE ABOVE REFERRED TO

LIST OF OUTGOINGS :

1. The expenses of maintenance, repairing, redecorating etc. of the main structure and in particular the terrace, gutters and rain water pipes and electric wire in under or upon the building and enjoyed or used by the Allottee/s/Purchaser/s in common with other occupiers of the other apartment /car parking spaces and the main entrances, passages, landing, staircase of the building as enjoyed by the Allottee/s/

- Purchaser/s or used by him/her/them in common as aforesaid and the boundary walls of the buildings, compounds, terrace etc.
2. The costs of cleaning and lighting the passages, landing staircase and other parts of the building as enjoyed or used by the Allottee/s/Purchaser/s in common as aforesaid.
 3. The cost of decorating of the exterior of the building.
 4. The costs of salaries of clerk, watchman, sweeper, administrative cost etc.
 5. The cost of working and maintenance of water pumps, lift, lights and service charges.
 6. Municipal and other taxes, rates, taxes, service tax etc.
 7. Insurance of the building.
 8. Cost of water meter electric meters and/or any deposit for water or electricity.
 9. Such other expenses as are necessary or incidental.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hand and seal the day and year first hereinabove written.

THE COMMON SEAL OF	]	Please affix photo- graph	T. I.
the withinnamed ‘ Developers/	]		
Promoters’	]		
SHUBHJIVAN BUILDERS (PVT) LTD.	]		
has been hereunto affixed	]		
pursuant to a Resolution	]		
passed by the Board of Directors	]		
in the presence of: Mr._____]		_____	
the Director of the Company who	]	Signature.	
has signed these	]		

presents in token thereof]
In the presence of ...]

SIGNED AND DELIVERED
BY THE WITHIN NAMED)
ALLOTTEE/S /PURCHASER/S)
(INCLUDING THE JOINT BUYERS)

Please affix
photograph

T. I.

Signature

PAN_____

Please affix
photo-
graph

T.I

PAN_____

Signature.

Please affix
photograph

PAN_____

Signature.

PAN_____

Please affix photo- graph	
---------------------------------	--

In the presence of
1._____

2._____

Signature.

RECEIVED on the day and year first herein)
written of and from the withinnamed)
Purchaser, the sum of Rs._____/ -)
(Rupees _____)
_____ Only))
by cheque No._____ dated _____)
drawn on _____ Bank,)
_____ Branch, being the amount of)
Earnest Money/Booking Amount towards)
Part payment as within mentioned,)
required to be paid by Allottee/s/)
Purchaser/s to us and a further sum of)
Rs._____/ - (Rupees _____)
_____ Only) by)
cheque No._____ dated _____)
drawn on _____ Bank)
_____ Branch and further sum of)
Rs._____/ - (Rupees _____)
_____ Only))
by cheque No._____ dated _____)
drawn on _____ Bank)
_____ Branch and further sum of)
Rs._____/ - (Rupees _____)
_____ Only))

by cheque No._____ dated _____)
drawn on _____Bank)
_____Branch and further sum of)
Rs._____/-(Rupees _____)
_____ Only))
by cheque No._____ dated _____)
drawn on _____Bank)
_____Branch on or before execution)
of this agreement making an aggregate)
payment of Rs. _____ (Rupees)
_____only))
being the Part consideration amount as)
Mentioned within paid by him/her/them/it.) Rs. _____/-
(Rupees _____
_____ Only)

WE SAY RECEIVED
For SHUBHJIVAN BUILDERS PVT. LTD.

Director
DEVELOPERS/PROMOTERS

=====

DATED THIS DAY OF 2023

=====

SHUBHJIVAN BUILDERS (PVT) LTD...

Developers/ Promoters

And

_____ **Allottees/
Purchaser.**

**AGREEMENT FOR SALE OF FLAT IN THE
BUILDING “SIANNA HEIGHTS” VILLAGE
EKSAR, TALUKA BORIVALI**

M/S. PRAVIN MEHTA AND MITHI & CO.,
Advocates & Solicitors,
2nd Floor, Rajabahadur Mansion,
28, Mumbai Samachar Marg, Fort,
Mumbai – 400023.

Annexure – “ ”

(List of amenities, fixtures & fittings which will be provided in the Building)

STRUCTURE :	Earthquake resistant, well designed RCC, frame structure as per structural engineers design and specification.
DOORS :	Main door will be a flushed door finished with decorative teak wood veneer/ laminate, polished or painted and provided with brass fittings.
WINDOWS:	Powdered coated or anodized Aluminum sliding windows.
FLOORING :	Branded vitrified tile flooring in the entire flat.
BATH & W.C.:	Branded designer glazed tiles in Bath & W.C. with vitrified tile ceramic tile flooring of branded make or equivalent make sanitaryware.
KITCHEN :	Granite/Composite Marble/Vitrified Tile slab kitchen platform with designer tiles upto 2’ height and with stainless steel sink.
FITTING :	Branded C. P. fittings
ELECTRICITY :	Branded ISI concealed copper wiring with suitable MCB & branded elegant switches.
PLUMBING :	Internal plumbing will be concealed with C PVC Pipes and external plumbing will be of PVC SWR.
WALL FINISHING :	Internal wall will be finished with POP painted with branded plastic paint in the entire flat. External wall will be finished with texture and/or branded acrylic paint.

COMMON AMENITIES

LIFTS :	Spacious highspeed lifts of Fujitech or equivalent make
TERRACE :	Waterproofing treatment for the terrace with china mosaic
PARKING :	Mechanised stack parking system in stilt and Podium Parking.
SECURITY :	Hitech security system with CC TV and Intercom facility.
GYMNASIUM :	Space for Gymnasium will be provided
GENERAL	AC points in drawing rooms and bed rooms.

.