AGREEMENT FOR SALE

This Agreement made at Mumbai this _____ day of _____ in year Two Thousand Twenty _____

BETWEEN

M/S. SHREE SAI ENTERPRISES, a partnership firm registered under the provisions of the Indian Partnership Act, 1932, having their registered address 201, Sai Plaza, R. B. Mehta Road, Ghatkopar (E), Mumbai 400 077, hereinafter referred to as the **"PROMOTERS"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partner or partners for the time being constituting the said firm, the survivor or survivors of them and the heirs, executors and administrators of the last surviving partner) of the One Part

AND

_____, Indian Inhabitant/s, residing/having address at _____,herein after referred to as the **"ALLOTTEE/S"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include **in the case of individual/s** his/her/their (respective) heirs, executors, administrators and assigns, **in the case of a partnership firm** the partner or partners for the time being constituting the said firm, the survivor or survivors of them and the heirs, executors and administrators of the last surviving partner and their assigns and **in the case of a company** its successors and assigns) **in case of an HUF**, its Karta, beneficiaries, members and coparceners and their survivors and the heirs, executors, administrators and permitted assigns of the last survivor) of the Other Part.

WHEREAS:

A. During their lifetime, i) Shri. Jasraj Ramji Patel ii) Shri. Bhagwanji Ramji Patel iii) Shri. Jivanbhai R. Patel and iv) Shri Premji Jasraj Patel were the joint owners and/or otherwise jointly well and sufficiently entitled to the immovable property being all that piece and parcel of land bearing final Plot No. 29, CTS No. 5951 admeasuring 1,394 square meters or thereabouts of Town Planning Scheme Ghatkopar No. III (**'the said land'**) together with buildings standing thereon known as Maheshwar Nagar Building No.1 and 2 having ground plus 2 upper

floors along with 2 garages (**'the said buildings'**) situated at Tilak Road, Ghatkopar of Village Ghatkopar Kirol, Taluka Ghatkopar each of them having their respective undivided share, right, title and interest therein. The said land and the said buildings shall collectively be referred to as ('**the said property**'). The said land is more particularly described in the First Schedule hereunder written.

B. There were in all 30 tenements in the said buildings, which were let-out to various tenants.

C. Shri. Jasraj Ramji Patel expired intestate at Mumbai on 27th April, 1978 leaving behind him the following legal heirs and next of kins as per the provisions of law by which he was governed at the time of his death:

i. Smt. Laxmiben Jasraj Patel (his widow);

ii. Shri. Prabhudas Jasraj Patel (his son);

iii. Shri. Mohan Jasraj Patel (his son);

iv. Shri. Ganesh Jasraj Patel (his son);

v. Smt. Jaswanti Mohan Patel (his married daughter).

who inherited the undivided share of Late Shri. Jasraj Ramji Patel in the said property.

D. Shri. Bhagwanji Ramji Patel expired intestate at Mumbai on 26th April, 1982 leaving behind him the following legal heirs and next of kins as per the provisions of law by which he was governed at the time of his death:

i. Smt. Laxmiben Bhagwanji Patel (his widow);

ii. Smt. Kanjibhai Bhagwanji Patel (his son);

iii. Shri. Rajabhai Bhagwanji Patel (his Son) who also expired intestate on 3rd January, 2017;

iv. Shri. Pachabhai Bhagwanji Patel (his Son) who has also expired intestate on 14th May, 2002.

who inherited the undivided share of Late Shri. Bhagwanji Ramji Patel in the said property.

E. Shri. Jivanbhai R. Patel expired intestate at Mumbai on 5th December, 1959 leaving behind him the following legal heirs and next of kins as per the provisions of law by which he was governed at the time of his death:

i. Smt. Jiviben Hiralal Patel (his daughter-in-law);

ii. Shri. Ashwin Hiralal Patel (his grandson);

iii. Shri. Amit Hiralal Patel (his grandson);

iv. Smt. Bharti Kanti Patel (his married granddaughter).

who inherited the undivided share of Late Shri. Jivanbhai R. Patel in the said property.

F. Shri. Premji Jasraj Patel expired intestate at Mumbai on 18th February 1998 leaving behind him the following legal heirs and next of kins as per the provisions of law by which he was governed at the time of his death:

i. Smt. Sakarben Premji Patel (his widow who has also expired intestate on 14thAugust2007) and the persons mentioned in sr. no. ii to vi below as his last legal heirs and next of kin, as per the provisions of the law by which he was governed at the time of his death;

ii. Smt. Chaturbala Pravin Patel (his married daughter) who has also expired intestate on 6th October, 2008 leaving behind her son Mr. Dhiren Pravin Patel as her last legal heir and next of kin, as per the provisions of the law by which she was governed at the time of her death as her husband Mr. Pravin Patel had predeceased her intestate on 14th August 2017.

iii. Smt. Pushpaben Govind Patel (his Married Daughter) being the Vendor No. 2 herein.

iv. Shri. Jayanti Premji Patel (his Son).

v. Shri. Mukesh Premji Patel (his Son).

vi. Shri. Dhiraj Premji Patel (his Son) who has expired intestate on 11th November, 2018 leaving behind him Smt. Jayshree Dhiraj Patel (his widow) and Ms. Shikha Dhiraj Patel (his daughter), as his last legal heirs

and next of kins, as per the provisions of the law by which he was governed at the time of his death.

who inherited the undivided share of Late Shri. Premji Jasraj Patel in the said property.

G. By a registered Deed of Conveyance dated 30th December, 2011 duly registered with the Sub-Registrar of Assurances at Kurla-3 bearing registration No-BDR13-00127-2012 dated 6th January, 2012 executed between Smt. Laxmiben Jasraj Patel, Shri. Prabhudas Jasraj Patel, Shri. Mohan Jasraj Patel, Shri. Ganesh Jasraj Patel and Smt. Jaswanti Mohan Patel being the Vendor therein referred to of the One Part and M/s. J.V Construction and Developers being the Purchaser therein referred to of the Other Part, Smt. Laxmiben Jasraj Patel, Shri. Prabhudas Jasraj Patel, Shri. Mohan Jasraj Patel, Shri. Ganesh Jasraj Patel and Smt. Jaswanti Mohan Patel sold transferred and conveyed their 53.5 % undivided share, right, title and interest in the said property to M/s. J.V Construction and Developers for the consideration and upon the terms and conditions recorded therein.

H. *Vide* a Notice dated 9th January, 2020 addressed by Harjivan Rajabhai Patel *(grandson of Late. Bhagwanji Ramji Patel and son of Late. Rajabhai Bhagwanji Patel)* to M/s. Bhaveshwar Construction Co., Harjivan Rajabhai Patel gave notice to all Partners of his intention to dissolve the said firm with immediate effect for all intents and purposes in law. As the Partnership of M/s. Bhaveshwar Construction Co was a Partnership 'At Will', upon the date of the aforesaid notice, the said Firm stood dissolved with effect from 9th January, 2020.

I. By a registered Deed of Conveyance dated 2nd November, 2020 duly registered with the Sub-Registrar of Assurances at Kurla-4 bearing registration no-KRL4-9957-2020- dated 2nd November, 2020 executed between M/s. J.V Construction and Developers being the Vendor therein referred to of the One Part and M/s. Shree Sai Enterprises being the Purchaser therein referred to of the Other Part, M/s. J.V Construction and Developers sold transferred and conveyed their 53.5 % undivided share, right, title and interest in the said property to M/s. Shree Sai

Enterprises for the consideration and upon the terms and conditions recorded therein.

J. By a registered Deed of Conveyance dated 31st March, 2021 duly registered with the Sub-Registrar of Assurances at Kurla-2 bearing registration no-KRL5-9692-2021 dated 20th July, 2021 executed between Shri Jayanti Premji Patel, Smt. Pushpaben Govind Patel and Shri. Dhiren Pravin Patel being the Vendors therein referred to of the One Part and M/s. Shree Sai Enterprises being as the Purchaser therein referred to of the Other part, Shri Jayanti Premji Patel and Two Others sold transferred and conveyed their 22.2 % undivided share, right, title and interest in the said property to M/s. Shree Sai Enterprises for the consideration and upon the terms and conditions recorded therein.

K. By a registered Deed of Conveyance dated 31st March, 2021 duly registered with the Sub-Registrar of Assurances at Kurla-5 bearing registration no-KRL5-14207-2021 dated 4th October, 2021 executed between i) Smt. Kantaben Jayantilal Patel, ii) Shri. Ajay Jayanti Patel iii) Shri. Rajesh Jayantilal Patel iv) Smt. Poonam Jayanti Patel v) Shri Harjivan Rajabhai Patel vi) Shri Mahesh Rajabhai Patel vii) Shri. Suresh Rajabhai Patel viii) Smt. Hemlata Jayantilal Patel being the Vendors therein referred to of the One part and M/s. Shree Sai Enterprises being the Purchaser therein referred to of the Other Part, Smt. Kantaben Jayantilal Patel and seven others sold transferred and conveyed his 4.75 % undivided share, right, title and interest in the said property to M/s. Shree Sai Enterprises for the consideration and upon the terms and conditions recorded therein.

L. By a registered Deed of Conveyance dated 30th June, 2022 duly registered with the Sub-Registrar of Assurances at Kurla-1 bearing registration no-KRL1-12145-2022 dated 30th June, 2022 executed between Shri. Mukesh Premji Patel being the Vendor therein referred to of the One Part and M/s. Shree Sai Enterprises being the Purchaser therein referred to of the Other Part, Shri. Mukesh Premji Patel sold transferred and conveyed his 7.40 % undivided share, right, title and interest in the said property to M/s. Shree Sai Enterprises for the consideration and upon the terms and conditions recorded therein.

M. By a Registered Deed of Conveyance dated 28th September, 2022 duly registered with the Sub-Registrar of Assurances at Kurla-5 bearing registration no-KRL5-19187-2022 dated 28th September, 2022 executed between i) Smt. Kuvarben Pachabhai Patel ii) Smt. Sathvara Sonal Bharat iii) Smt. Diptiben Bhogilal Patel iv) Shri. Jayesh Pachabhai Patel v) Shri. Hitesh Shivji Patel vi) Shri. Nirav Hitesh Patel vii) Smt. Ekta Krunal Merchant being the Vendors therein referred to of the One Part and M/S. Shree Sai Enterprises being the Purchaser therein referred to of the Other Part, Smt. Kuvarben Pachabhai Patel and Six Others sold transferred and conveyed their 4.75 % undivided share, right, title and interest in the said property to M/S. Shree Sai Enterprises for the consideration and upon the terms and conditions recorded therein.

N. By a Registered Deed of Conveyance dated 28th December, 2022 duly registered with the Sub-Registrar of Assurances at Kurla-1 bearing registration no-KRL1-23274-2022 dated 28th December, 2022 executed between Smt. Jayshree Dhiraj Patel and Smt. Shikha Dhiraj Patel being the Vendors therein referred to of the One Part and M/S. Shree Sai Enterprises being the Purchaser therein referred to of the Other Part, Smt. Jayshree Dhiraj Patel and Smt. Shikha Dhiraj Patel sold transferred and conveyed their 7.40 % undivided share, right, title and interest in the said property to M/S. Shree Sai Enterprises for the consideration and upon the terms and conditions recorded therein.

O. By a Registered unilateral Declaration dated 24th February, 2023 duly registered with the Sub-Registrar of Assurances at Kurla-5 bearing registration no-KRL5-4151-2023 dated 24th February, 2023 executed Mr. Harjivan Rajabhai patel *(grandson of Late. Bhagwanji Ramji Patel and son of Late. Rajabhai Bhagwanji Patel)* recorded manner of dissolution of the Partnership Firm of M/s. Bhaveshwar Construction Co. Based on the said registered Unilateral Declaration dated 24th February, 2023 the name of M/s. Bhaveshwar Construction Co was deleted from the relevant property card pertaining to the said land.

P. The Promoters have entered into separate registered Agreements For Permanent Alternate Accommodation with the 30 Tenants/Occupants who were in occupation of the said buildings upon the terms and conditions recorded in the said registered Agreements and upon the Tenants/Occupants vacating their

respective premises in the said buildings, the Promoters have demolished the said buildings and at present the said property is clear and vacant.

Q. Under the circumstances the Promoters became entitled to the said Land as the absolute Owners thereof;

R. The Promoters alone are having the sole and exclusive right to the said Land and are entitled to develop the same and to sell the Commercial Shops/ Offices in the said proposed new building/s *(save and except the premises reserved for the tenants/occupants in the Tenant Rehab Building to be constructed on the rear side of the said Land)* being constructed on the said Land by the Promoters and to enter into agreement/s with the purchaser/s of the Offices/shops and to receive the sale price in respect thereof;

S. The Promoters are implementing a Slum Rehabilitation Scheme under Regulation 33(10) of the Development Control and Promotion Regulations for Greater Mumbai, 2034 **('DCPR, 2034')** on the plot bearing CTS No. 61A(Pt), 61A/136, 61A/137, 61A/148 to 61A/151 of Village- Chembur, Taluka-Kurla, Eastern Express Highway, Chembur (W), Mumbai- 400 071 (hereinafter referred to as **'Scheme No. 01 in 'M/W' Ward'**).

T. The Promoters were desirous to develop the said land (being the Non-Slum Plot) under Regulation 33(11) of the DCPR, 2034 by clubbing the same with Scheme No. 01 in 'M/W' Ward'.

U. The Promoters through their Architects applied to the Slum Rehabilitation Authority (hereinafter referred to as **'SRA'**) for clubbing the Slum Rehabilitation Scheme under Regulation 33(11) of the DCPR, 2023 on the said land (which is the Non-Slum Plot) **('Scheme No. 04 in 'N Ward')** with the **'Scheme No. 01 in 'M/W' Ward'** i.e. Slum Rehabilitation Scheme on plot bearing CTS No. 61A(Pt), 61A/136, 61A/137, 61A/148 to 61A/151 of Village-Chembur, Taluka-Kurla, Eastern Express Highway, Chembur (W), Mumbai-400 071.

V. The SRA has sanctioned the clubbing of the aforesaid Slum Rehabilitation Schemes and issued a Letter of Intent (hereinafter referred to as **'LOI'**) dated 4th May, 2023bearing Ref No. N/PVT/0115/20230405/LOI to the Promoter.

W. As per the LOI dated 4th May, 2023, the Promoters have proposed and SRA has approved the shifting of 53 PTC tenements of Scheme No. 04 in 'N Ward' to Scheme No. 01 in 'M/W' Ward and to consume the Sale BUA of 5577.76 sq. mtrs in situ on the said after clubbing subject to the sanctioned height by the civil aviation authorities.

X. The Promoters have got approved from competent authorities the fresh/amended plans, specifications, elevations, section and details of the Sale building/s to be constructed on the said Land under, the Intimation of Approval (hereinafter referred to as **'IOA'**) bearing no. H-E/PVT/0107/20110614/AP/C1 dated 10th May, 2023 and Commencement Certificate up to Plinth level (hereinafter referred to as **'CC'**) bearing no. N/PVT/0115/20230405/AP dated 16th July, 2023 and shall continue to obtain the approvals from various authorities from time to time, so as to obtain the Occupation Certificate.

1) As per the IOA dated 10th May, 2023, Promoters are entitled to construct Wing-A facing the Tilak Road which is a Sale Building for commercial user, comprising of Ground (for bank premises) + 1st to 6th floor (for nursing home) + 7th to 12th upper floor (for offices) height 40.90 mt. ***(subject to the required height being sanctioned by the civil aviation authorities and Utilization of Sanctioned Fungible FSI)*****]** and wing 'B' for Residential user, comprising of Stilt (for parking) + 1st to 20th upper floors with total height of 59.40 mtrs on the rear side of the Sale Building for rehabilitating the 30 tenants and a common car-parking tower **(comprising of Ground + 16 upper floors)** in between the Sale Building and Tenant Rehabilitation Building.

Y. The Promoters shall apply for amendment of the IOA dated 10th May, 2023 based on the total height being sanctioned by the Civil Aviation Authorities and Utilization of Sanctioned Fungible FSI.

Z. The Promoters have commenced construction of the Commercial Sale building known as '**Sai Twin Tower'** (hereinafter referred to as **"the commercial sale Building"**) comprising of Ground + 12 (Twelve) floors in accordance with the said plans ;

AA. On the Allottee/s' application to the Promoters, the Allottee/s is/are offered a Commercial Shop/Office No._____ admeasuring _____ sq. ft. (Carpet

area) on the ____ floor of the commercial sale building along with ___ number of car parking/s in the common Car Parking Tower (hereinafter referred to as **"the said Premises"**) by the Promoters;

BB. The Promoters have entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

CC. The Promoters have registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as **"the said Act"**) with the Maharashtra Real Estate Regulatory Authority at Mumbai, Maharashtra bearing No._____, an authenticated copy of which is attached in **Annexure 'A'**;

DD. The Promoters have appointed a structural Engineer for the preparation of the structural design and drawings of the said Building and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the said Building;

EE. While sanctioning the said plans the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said Land and the said Building and upon due observance and performance of which only the occupation certificate in respect of the said Premises shall be granted by the concerned local authority;

FF. The carpet area of the said Premises is _____ sq. mrts. and "carpet area" means the net usable floor area of the said Premises, excluding the area covered by the external walls, areas under services shafts, exclusive of balconies appurtenant to the said Premises for exclusive use of the Allottee/s or verandah area, but includes the area covered by the internal partition walls of the said Premises;

GG. On demand from the Allottee/s, the Promoters have given inspection to the Allottee/s of all the documents of title relating to the said Land, the designs and specifications prepared by the Architects, M/s. Architectural Concept and of such other documents, including the Commencement Certificate and Approved plans, as are specified under the said Act and the Rules and Regulations made thereunder;

HH. The authenticated copy of the Certificate of Title issued by Ankit L. Shah, Advocate and authenticated copies of Property Register Cards of the said Land showing the nature of the title of the Promoters to the said Land on which the said Building is being constructed have been annexed hereto and marked as **Annexure 'B'** and **'C'** respectively;

II. The authenticated copies of the plans of the Layout as approved by the concerned Local Authority according to which the construction of the said Building in which the said Premises is proposed to be provided has been inspected by the Allottee/s and copies of the approved Lay-out, Clubbing L.O.I, I.O.A. and Plinth Commencement Certificate of the proposed new building on the said Plot have been annexed hereto and marked as **Annexure 'D' Colly**;

JJ. The authenticated copy of the plan and specifications of the said Premises agreed to be purchased by the Allottee/s and shown in Red colour hatched lines has been annexed and marked as **Annexure 'E'**;

KK. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

LL. The Allottee/s has/have paid to the Promoters a sum of Rs._____ (Rupees _____ Only), being part payment of the sale consideration of the said Premises agreed to be sold by the Promoters to the Allottee/s on or before the execution hereof (the payment and receipt whereof the Promoters hereby admit and acknowledge) and the Allottee/s has/have agreed to pay to the Promoters the balance of the sale consideration in the manner hereinafter appearing;

MM. The Promoters are required to execute this Agreement under section 13 of the said Act, being in fact these presents and also to register said Agreement under the Registration Act, 1908, to more effectively transfer the title of the said Premises to the Allottee/s herein;

NN. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties the Promoters hereby agree to sell to the Allottee/s and the Allottee/s hereby agree/s to purchase the said

Premises for the consideration and on the terms and conditions hereinafter contained.

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

1. The Promoters shall construct the said Sale Building known as **Sai Twin Tower'** (hereinafter referred to as **"the said sale Building"**) comprising of Ground + 19 (nineteen) floors in accordance with the said plans; on the said Land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. The Promoters shall not have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications unless the same adversely affects the said Premises of the Allottee/s. However, no consent shall be required by the Allottee/s if any alteration or addition is required by any Government authorities or due to change in law.

2.(a) The Allottee/s hereby agree/s to purchase from the Promoters and the Promoters hereby agree to sell to the Allottee/s Commercial Shop/Office No._____ admeasuring _____ sq. ft. (Carpet area) along with attached terraces/balconies admeasuring _____ sq. ft. (Carpet area) in the aggregate admeasuring _____ sq. ft. (Carpet area) on the ____ floor of the commercial sale building of the Project known as '**Sai Twin Tower'** along with along with ___ number of car parking/s in the common Car Parking Tower (hereinafter collectively referred to as **"the said Premises"**) as shown in the Floor plan thereof hereto annexed and marked Annexure 'E' for the consideration of Rs._____ (Rupees _____ Only) being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **Second Schedule** annexed herewith.

2.(b) (i) The Allottee/s has/have paid on or before execution of this Agreement a sum of Rs._____ (Rupees _____ Only)(subject to Deduction of Tax at Source [TDS] as per the provisions of the Income Tax Act, 1961, if applicable) (not exceeding 10% of the total consideration) being part payment paid by the Allottee/s to the Promoters on or before the execution

hereof the payment and receipt whereof the Promoters hereby admit and acknowledge.

(ii) The balance amount Rs._____ (Rupees _____ _____ Only) out of the total sale consideration shall be paid by the Allottee/s to the Promoters (subject to Deduction of Tax at Source [TDS] as per the provisions of the Income Tax Act, 1961, if applicable) as under:

a) Rs._____ (Rupees _____ Only) (not exceeding 30% of the total consideration) to be paid to the Promoters after the execution of Agreement;
b) Rs._____ (Rupees _____ Only) (not exceeding 45% of the total consideration) to be paid to the Promoters on completion of the Plinth of the said Building;
c) Rs._____ (Rupees _____ Only) (not exceeding 70% of the total consideration) to be paid to the Promoters on completion of the slabs including podiums and stilts of the said Building;
d) Rs._____ (Rupees _____ Only) (not exceeding 75% of the total consideration) to be paid to the Promoters on completion of the remaining slabs of the said Building and the walls, internal plaster, floorings doors and windows of the said Premises;
e) Rs._____ (Rupees _____ Only) (not exceeding 80% of the total consideration) to be paid to the Promoters on completion of the sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Premises;
f) Rs._____ (Rupees _____ Only) (not exceeding 85% of the total consideration) to be paid to the Promoters on completion of the external plumbing and external plaster, elevation, terrace with waterproofing, of the said Building;
g) Rs._____ (Rupees _____ Only) (not exceeding 95% of the total consideration) to be paid to the Promoters on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, paving of areas appertaining to the said Building;

h) Balance Amount of Rs._____ (Rupees _____ _____ Only)against and at the time of handing over of the possession of the said Premises to the Allottee/son or after receipt of Occupancy Certificate or Completion Certificate.

3. The Total Price above payable by the Allottee/s to the Promoters for allotment of the said Premises excludes Taxes consisting of tax paid or payable by the Promoters by way of Goods and Service Tax (GST), and Cess or any other similar taxes which may be levied at present or in the future, in connection with the construction of and carrying out the Project payable by the Promoters, upto the date of handing over the possession of the said Premises. The Allottee/s shall also be liable to bear and pay/reimburse the GST and all other taxes applicable on purchase of the said Premises. The Allottee/s agree/s to indemnify and keep indemnified the Promoters against the payment of GST, penalty, losses, cost and consequences which may be incurred or suffered by the Promoters on account of any type of recovery proceedings for recovery of GST or any other such taxes as applicable, which may be initiated against the Promoters for construction/sale of the said Premises.

4. It is agreed that the Allottee/s shall pay Education Tax, Cess and other taxes and further it is also agreed that in accordance with Section 194-IA of the Income Tax Act, 1961 (as amended by Finance Act, 2013) the said consideration amount or instalment thereof, is payable by the Allottee/s after deducting the applicable TDS by depositing the same in the government treasury through electronic payment in any of the authorized banks and in the manner as specified under the Act. After making the payment of TDS as statutorily required and as agreed herein, the Allottee/s shall produce to the Promoters the TDS Certificate in Form 16B evidencing the payment of respective TDS made by the Allottee/s within 21 (twenty one) days of making such payment. It is hereby clarified that the payment of TDS is the liability of the Allottee/s under the Income Tax Act, 1961 and in the event of the failure of the Allottee/s to pay the same, the Allottee/s alone shall be liable and responsible for interest, penalty and/or any other consequences under the Act.

5. The Total Price payable by the Allottee/s to the Promoters for allotment of the said Premises 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 Promoters undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the 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, which shall only be applicable on subsequent payments.

6. The Promoters may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ ____% per annum for the period by which the respective instalment 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 Allotee/s by the Promoter.

7. The Promoters shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the said Premises is complete and the permission for occupation is granted by the competent authority/concerned local authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total consideration payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area beyond the defined limit then the Promoters shall refund the excess consideration paid by the Allottee/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. If there is any increase in the carpet area allotted to the Allottee/s, the Promoters shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 2(a) of this Agreement.

7. The Allottee/s authorize/s the Promoters to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoters may in their sole discretion deem fit and the Allottee/s undertake/s not to object/demand/direct the Promoters to adjust his/her/their payments in any manner.

8. The 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 said Premises to the Allottee/s, obtain from the concerned local occupation certificate in respect of the said Premises.

9. Time is essence for the Promoters as well as the Allottee/s. The Promoters shall abide by the time schedule for completing the project and handing over the said Premises to the Allottee/s and the Common Areas to the said Building after receiving occupation certificate in the project. Similarly, the Allottee/s shall make timely payments of the instalment and other dues payable by him/her/them and meeting the other obligations under this Agreement subject to the simultaneous completion of construction by the Promoters as provided in clause 2(b)(ii) herein above (**"Payment Plan"**).

10. The Promoters hereby declare that the Floor Space Index available as on date in respect of the said Land is as per the provisions of the Development Control and Promotion Regulations, 2034 (DCPR, 2034). The Allottee/s has/have agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoters by utilizing the availed FSI and on the understanding that the said available FSI shall belong to the Promoters only from time to time.

11. If the Promoters fail to abide by the time schedule for completing the project and handing over the said Premises to the Allottee/s, the Promoters agree to pay to the Allottee/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession. The Allottee/s agree/s to pay to the Promoters, interest as specified in the Rule**,** on all the delayed payment which become due and payable by the Allottee/s to the Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Promoters.

12. Without prejudice to the right of the Promoters to charge interest in terms of Clause 11 above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoters under this Agreement (including his/her/their proportionate share of taxes levied by the concerned local authority, including Mumbai Building Repairs and Reconstruction Board (MBRRB) of

MHADA and the Asst. Commissioner (Estates) of MCGM and/or any other authorities and other outgoings and other taxes and dues specified in this Agreement) and on the Allottee/s committing three defaults of payment of instalments, the Promoters shall at their own option, may terminate this Agreement:

Provided that, the Promoters shall give notice of 15 (fifteen) days in writing to the Allottee/s, by Registered Post AD at the address provided by the Allottee/s and/or e-mail at the e-mail address provided by the Allottee/s, of their 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 fail/s to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, the Promoters shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Allottee/s (subject to adjustment and recovery of any liquidated damages or any other amount which may be payable to the Promoters) within a period of 30 (thirty) days of the termination, the installments of sale consideration of the said Premises, which may till then have been paid by the Allottee/s to the Promoters.

13. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts, to be provided by the Promoters in the said Premises as are set out in **Annexure 'F'** annexed hereto.

14. The Promoters shall give possession of the said Premises to the Allottee/s on or before the _____. If the Promoters fail or neglect to give possession of the said Premises to the Allottee/s, save and except on account of reasons beyond their control and of their agents, by the aforesaid date then the Promoters shall be liable on demand to refund to the Allottee/s the amounts already received by them in respect of the said Premises with interest at the same rate as mentioned in clause 11 hereinabove from the date the Promoters received the sum till the date the amounts and interest thereon is repaid:

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

(i)

Force Majeure Circumstances or Conditions, shall mean a case of war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project.

15. **Procedure for taking possession:-**

The Promoters, upon obtaining the occupation certificate from the Competent Authority/concerned local authority and the payment made by the Allottee/s as per the agreement shall offer in writing the possession of the said Premises, to the Allottee/s in terms of this Agreement to be taken within 3 (Three) months from the date of issue of such notice (**'Notice of Possession'**). The Promoter agree to indemnify the Allotee/s in case of failure of fulfilment of any of the provisions, formalities, documentation on the part of the Promoters. The Allottee/s shall be liable to bear and pay the maintenance, taxes and other outgoings in respect of the said Premises on the expiry of 15 (Fifteen) days of receipt of the Notice of Possession whether the Allottee/s has taken possession of the said Premises or not. The Promoters agree and undertake to indemnify the Allottee/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoters. The Allottee/s agree/s to pay the maintenance charges as determined by the Promoters or association of purchasers, as the case may be. The Promoters on their behalf shall offer the possession to the Allottee/s in writing within 7 (seven) days of receiving permission for occupation of the said Premises.

16. **Failure of the Allottee/s to take Possession of the said Premises:-**

Upon receiving a written intimation from the Promoters as per Clause 15, the Allottee/s shall take possession of the said Premises from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the said Premises to the Allottee/s. In case the Allottee/s fail/s to take possession within the stipulated time, such Allottee/s shall continue to be liable to pay maintenance charges as applicable.

17. If within a period of 5 (five) years from the date of handing over the said Premises to the Allottee/s, the Allottee/s bring/s to the notice of the Promoters any structural defect in the said Premises or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at their own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoters, compensation for such defect

in the manner as provided under the Act **PROVIDED HOWEVER THAT** if the Allottee/s and other purchasers of premises have not maintained their respective premises in good order and condition and have done any alterations/changes/act or omitted to do any act which has contributed to or caused such defects then the Promoters shall not be liable either to rectify such defects or compensate the Allottee/s in any manner whatsoever. It is hereby clarified that the warranty on Lifts, Mechanized Parking and Fire Fighting Equipment shall be provided by the agencies/manufacturers and the Promoters shall not be liable for any defect and maintenance of the same.

18. The Allottee/s shall use the said Premises or any part thereof or permit the same to be used only for purpose of residence. He/She/They shall use the parking space or parking space only for purpose of parking vehicle.

19. The Allottee/s along with other allottee(s) of premises in the said Building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoters within 7 (seven) days of the same being forwarded by the Promoters to the Allottee/s, so as to enable the Promoters to register the common organization of allottees. No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. In the absence of any local laws, the association of allottees by whatever name called, shall be formed by the Promoters within a period of three months of the majority of allottees having booked their units in the project.

20. The Promoters shall within 3 (Three) months after registration of the Society or Association or Limited Company, as aforesaid and after issuance of the Occupancy Certificate to the new building, cause to be transferred to the Society or Limited Company all the right, title and the interest of the Promoters in the said Land and the said Building.

21. Within 15 (fifteen) days after notice in writing is given by the Promoters to the Allottee/s that the said Premises is ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said Premises) of outgoings in respect of the said Land and all other Common Areas and Common Facilities, Amenities and Facilities 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, repairs and preservation of the project. Until the Society or Limited Company is formed and the said Building is transferred to it, the Allottee/s shall pay to the Promoters such proportionate share of outgoings as may be determined. The Allottee/s further agree/s that till the Allottee/s share is so determined the Allottee/s shall pay to the Promoters provisional monthly contribution for one year of Rs._____ (Rupees _____ Only) per month towards the outgoings. The amounts so paid by the Allottee/s to the Promoters shall not carry any interest and remain with the Promoters until a conveyance of the said Building is executed in favour of the society or a limited company as aforesaid. On such conveyance being executed for the said Building the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters to the Society or the Limited Company, as the case may be.

22. The Allottee/s shall on or before delivery of possession of the said Premises keep deposited with the Promoters, the following amounts:-

(i) Rs._____ (Rupees _____ Only) for share money, application entrance fee of the Society or Limited Company;

(ii) Rs._____ (Rupees _____ Only) for formation and registration of the Society or Limited Company;

(iii) Rs._____ (Rupees _____ Only) contribution towards proportionate Development Charges, Land under Construction Charges and other charges;

(iv) Rs._____ (Rupees _____ Only)for proportionate share of taxes and other charges/levies in respect of the said Building and towards provisional monthly contribution towards outgoings of Society or Limited Company for a period of 12 (twelve) months (as per Clause 21);

(v) Rs._____ (Rupees _____ Only) For Deposit towards Water, Electric, and other utility and services connection charges.

(vi) Rs. _____ for deposits of electrical receiving and Sub Station provided in Layout.

It is hereby expressly clarified, agreed and understood that in event of there being any increase in the amounts mentioned in this Clause, and/or any other amounts/Deposits, which are not referred to therein become payable, for any reason, then the Allottee/s shall be liable to bear and pay the same within 15 (Fifteen) Days from receipt of the Promoters' written intimation in this regard.

23. The Allotee/s shall pay to the Promoter a sum of Rs. _____ for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the Society, limited company or apex body or federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

24. At the time of registration of conveyance of the said Land along with the said Building, the Allottee/s shall pay to the Promoter, the Allottee/s's share of stamp duty, registration fees and other charges, including legal fees, payable by the said Society or Limited Company on such conveyance or any document or instrument of transfer in favour of the said Society or Limited Company.

24. The Promoters alone will be entitled to the refund of the municipal and other taxes, cesses, assessments and levies on account of the vacancy of the unsold premises in the said Building which are not sold and disposed off.

25. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS:-**

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

(i) The Promoters have clear and marketable title with respect to the project land as declared in the title report annexed to this agreement and have the requisite rights to carry out development upon the said Land and also have actual, physical and legal possession of the said Land for the implementation of the Project;

(ii) The Promoters have lawful rights and requisite approvals from the concerned local authorities to carry out development of the project and shall obtain requisite approvals from time to time to complete the development of the project;

(iii) There are no encumbrances upon the said Land or the project except those disclosed in the title report;

(iv) There are no litigations pending before any Court of law with respect to the said Land or project;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the project, said Land and said Premises are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the project, said Land and said Premises shall be obtained by following due process of law and the Promoters has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the project, said Land, the said Premises and common areas;

(vi) The 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 created herein, may prejudicially be affected;

(vii) The 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 said Land, including the project and the said Premises which will, in any manner, affect the rights of Allottee/s under this Agreement;

(viii) The Promoters confirm that they are not restricted in any manner whatsoever from selling the said Premises to the Allottee/s in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed of the structure to the association of allottees, the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas as stated hereinabove to the Association of allottees;

(x) The Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other

outgoings, whatsoever, payable with respect to the said Land to the competent authorities.

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

(xii) After formation of the common organization such as Co-operative Society or association or Company and after obtaining Occupation Certificate in respect of the commercial sale building, if there are any unsold commercial offices/shops in the said commercial sale building, the Promoters shall not be liable to pay the maintenance charges in respect of such unsold commercial offices/shops for a period of 6 months (except the municipal property taxes to the MCGM).

26. The Allottee/s for himself/herself/themselves with intention to bring all persons into whosoever hands the said Premises may come, hereby covenant/s with the Promoters as follows:-

(i) To maintain the said Premises at the Allottee/s's own cost in good and tenantable repair and condition from the date that of possession of the said Premises is taken or deemed to be taken and shall not do or suffer to be done anything in the said Premises or on the said Land on which the said Premises is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Premises or any part thereof without the consent of the local authorities, if required;

(ii) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Premises or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage any of the common areas or common facilities and in case any damage is caused to any of the said Building on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach;

(iii) To carry out at his/her/their own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoters to the Allottee/s and shall not do or suffer to be done anything in or to the said Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;

(iv) Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the said Premises and shall keep the portion, sewers, drains and pipes in the said Premises and the appurtenances thereto in good tenantable repair and condition and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Premises without the prior written permission of the Promoters;

(v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Land the said Premises or any part thereof, if any 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 Premises in the compound or any portion of the said Land;

(vii) Pay to the Promoters within 15 (fifteen) days of demand by the Promoters, his/her/their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the said Premises or to the Common Areas of the project;

(viii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account

of change of user of the said Premises by the Allottee/s for any purposes other than for purpose for which it is sold;

(ix) The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Premises until all the dues payable by the Allottee/s to the Promoters under this Agreement are fully paid up unless approved by the Promoters, who may at their sole discretion permit/confirm the same;

(x) The Allottee/s shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and for the observance and performance of the Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the said Premises and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement;

(xi) Till the Conveyance is executed in the manner herein stated, the Allottee/s shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Land or any part thereof to view and examine the state and condition thereof.

27. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

28. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or the said Land or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters

until the said Building and the said Land is transferred to the Society/Limited Company as hereinbefore mentioned.

29. The Promoters have proposed FSI of _____ out of which the Promoters have consumed _____ the Promoters will make additions, alterations, to raise additional storeys or structures at any time as may be permitted by concerned authorities by using balance FSI that may be available now or in future or by bringing in Transferable Development Rights (TDR) from outside on to the said Land and such additions, alterations and additional structures or storeys shall be the sole property of the Promoters who shall be entitled to deal with or dispose of it in any manner that they may deem fit. the Promoters shall make sure that the structure/s is complete and fit for occupation in all respects and for the aforesaid purpose the Promoters shall be entitled to utilise and/or make connection from all water pipe-lines and storage tanks, sewerage and drainage pipe-lines, electric cables and electric lines and other convenience and amenities to the said additional storeys or structures which may be constructed by the Promoters.

30. The Promoters have informed and the Allottee/s is/are aware that the Promoters are planning to put up additional floors or additional construction on the said Building/Land in future other than the construction plans for which have already been sanctioned. The Promoters have informed the Allottee/s that they shall put up further plans for sanctioning by the MCGM/Concerned Authority for construction of additional floors or additional buildings on the said Land.

31. **THE PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE:-**

After the Promoters execute this Agreement they shall not mortgage or create a charge on the said Premises 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 who has taken or agreed to take such Premises.

32. **BINDING EFFECT:-**

Forwarding this Agreement to the Allottee/s by the Promoters do not create a binding obligation on the part of the Promoters or the Allottee/s until, firstly, the Allottee/s signs

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

33. **ENTIRE AGREEMENT:-**

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

34. **RIGHT TO AMEND:-**

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

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

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

36. **SEVERABILITY:-**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws,

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

37. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVERREFERRED TO IN THE AGREEMENT:-**

Wherever in this Agreement it is stipulated that the Allottee/shas/have to make any payment, in common with other purchasers in Project, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the premises of the said Building in which the said Premises is situated.

38. **FURTHER ASSURANCES:-**

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

39. **PLACE OF EXECUTION:-**

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

40. The Allottee/s and/or the Promoters shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof.

41. That all notices to be served on the Allottee/s and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoters, as the case may be if sent to the following addresses:

(I) Promoters' Name : **M/S. SHREE SAI ENTERPRISES**

Promoters' Address : 201, Sai Plaza,
R. B. Mehta Road,
Ghatkopar (E),
Mumbai 400 077.

PAN : _____

Notified Email ID : _____

(II) Name/s of Allottee/s : _____

Allottee/s Address : _____
_____
_____

PAN : _____

Notified Email ID : _____

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

42. **JOINT ALLOTTEES:-**

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

43. **STAMP DUTY AND REGISTRATION:-**

The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee/s.

44. **DISPUTE RESOLUTION:-**

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

45. **GOVERNING LAW:-**

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

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

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of land bearing Final Plot No.29, corresponding C.T.S.No.5951 admeasuring 1394.70 sq. meters or thereabouts of Town Planning Scheme- Ghatkopar No. III situated at Tilak Road, Ghatkopar (E), Mumbai- 400 077 of Revenue Village Ghatkopar Kirol, Taluka Ghatkopar, within the limits of Greater Bombay in the Registration District of Mumbai Suburban.

THE SECOND SCHEDULE ABOVE REFERRED TO

DESCRIPTION OF COMMON AREAS & COMMON FACILITIES

1. Common areas shall include staircases, lobbies, passages and landings, common terraces (excluding pocket/attached terraces abutting certain offices/shops and as such, exclusively allotted to the Allottee/s of the said Premises).

2. Common facilities in the said Building shall include:-
   a) Overhead and underground water storage tanks and water pipes, water meter, pump room with pumps and accessories.
   b) Drainage and sewerage.
   c) Electrical common load wiring, starters/switches and all common wirings.
   d) Common lights in staircase/s, landing/s, gates, terrace and compound/s.
   e) Compound gate/s.

f) Common compound walls.

g) Lifts.

SIGNED AND DELIVERED by the)
Withinnamed **"PROMOTERS"**)
M/S. SHREE SAI ENTERPRISES)
through their Partner)
_____)
in the presence of ……)

1.

2.

SIGNED AND DELIVERED by the)
Withinnamed **"ALLOTTEE/S"**)
_____)
in the presence of ……)

1.

2.

RECEIVED of and from the Allottee/s abovenamed, a sum of Rs._____ (Rupees _____Only) being the part payment towards the said Premises.

PROMOTERS

Witnesses:

1.

2.