AGREEMENT FOR SALE

THIS AGREEMENT made at Mumbai on this _____day of _____ in the Christian year of Two Thousand Twenty-Three executed by and between;

M/S. RAJHANS RESIDENCY a Partnership Firm duly registered under the provisions of the Indian Partnership Act, 1932 through its partner Mr. RAJESH V. SHINGALA having their registered office at Rajhans Splendid, Near River Park, Shiv Vallabh Cross Road, Ashokvan Rawalpada, Dahisar (East), Mumbai – 400 068. hereinafter referred to as "the PROMOTERS" (which expression shall, unless it be repugnant to the context or the meaning thereof, be deemed to mean and include the Partner or Partners for the time being of the said firm, their heirs, executors, administrators of the last survivor or surviving partner/s) of the **ONE PART**;

AND

Mr./Mrs._____,an/ both adult/s, Indian Inhabitant/s, having his/her/their addressat_____Mumbai hereinafter referred to as "THE ALLOTTEE/S"(which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his/her/their heirs, legal representatives, executors, administrators and assignees) of the **OTHER PART/S;**

WHEREAS by a Deed of Conveyance dated 31st December 2012, executed by and between Mr. Ramesh H. Gandhi, Mr. Mahendra H. Gandhi, Mr. Ganpat P. Gajera(Patel), therein referred to as the Vendors of the First Part; AND M/s. Rajhans Residency therein referred to as "the Allottee/s" of the Second Part the Promoters purchased and acquired the property bearing, C.T.S No. 177, 177/1 to 11, totally admeasuring 620.5 sq. mts equivalent to 765 sq. yards or thereabout, together with the building/structures standing thereon situated, lying and

being at Village Malad (East), Taluka Borivali, Mumbai Suburban District, more particularly described in the First Schedule here under written and hereinafter referred to as "THE SAID PROPERTY". A copy of the Property Register Card issued by the City Survey Officer in respect of the said property is annexed at Annexure 1.

AND WHEREAS the Promoters have already submitted the plans of the proposed new building to be constructed on the said property to the MCGM and MCGM has issued IOD bearing No CHE/9543/BPWS/AP/IOD/1/New on 13th March 2023. A copy of the IOD dated 13th March 2023issued by MCGM is annexed hereto at Annexure 2.

AND WHEREAS the Promoter herein have got sanctioned all the permissions and plans from Municipal Corporation of Greater Mumbai (MCGM) under file bearing No. CHE/9543/BPWS/AP/IOD/1/New on 13th March 2023and have obtained Commencement Certificate on CHE/9543/BPWS/AP/CC/1/New. A copy of the Commencement Certificate dated 19th June 2023 issued by MCGM is annexed hereto at Annexure 3.

AND WHEREAS the title of the Promoters in respect of the said property is duly investigated by S.T. Borkar, Advocate High Court and the Advocate has given Title Certificate on 03/08/2023. A copy of the Title Certificate dated 03/08/2023 is annexed at Annexure 4.

AND WHEREAS the Promoter is developing the building project known as "**RAJHANS SOLITAIRE**" on the said property and proposed as a "Real Estate Project" ("the Real Estate Project") and the application for which will be processed with the Real Estate Regulatory Authority ("Authority"),under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 ("RERA") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("RERA Rules"). The Certificate of Registration will be made available to the Allottee/s after registration of the Real Estate Project.

AND WHEREAS after the RERA Certificate being made available to the Allottee/s, the Allottee shall examine the copy of the RERA Certificate and cause the RERA Certificate to be examined in detail by his/her/its Advocates and Planning and Architectural consultants. The Allottee/s has agreed and consented to the development of the Real Estate Project. The Allottee/s shall examine all documents and information that will be uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules, within 15 days from the Promoter notifying and has understood the documents and information in all respects.

AND WHEREAS the principal and material aspects of the development of the Real Estate Project, are briefly stated below: -

1. The Real Estate Project consists of one Building known as **RAJHANS SOLITAIRE**";
2. The Promoter shall be entitled to put hoarding/boards of their Brand Name in the form of Neon Signs, MS Letters, Vinyl & Sun Boards or other material on the Real Estate Project and on the façade, terrace, compound wall or other part of the Real Estate Project. The Promoter shall also be entitled to place, select, decide hoarding/board sites and be entitled to a full and free right of way and means and access to such place or places for the purpose of repair, painting or changing the logo/ signs.
3. The Promoter is entitled to amend, modify and/or substitute the Proposed Future and Further Development of the said Property (defined below), in full or in part, as may be required by the applicable law from time to time.
4. The Promoter will be entitled to develop the said Property itself or in joint venture with any other person and will also be entitled to mortgage and charge the saleable areas to be constructed thereon from time to time.
5. The above details along with the annexes to the RERA Certificate and further aspects of the proposed future and further development of the said property shall be available for inspection on the website of the Authority at https://maharera.mahaonline.gov.in ("Proposed Future and Further Development of the said Property").
6. The Promoter have appointed Mr. MANOJ JANGID of M/s. Jangid Associates (OPC) Private Limited Architects registered with the Council of Architects under License No. C.A./2004/34701 as Architects in respect of Development work to be carried out on the said property. The Promoter have appointed Mr. Abhijit. V. Phatarpekar having address at Abhijit Enterprise, Plotno-17-18, Dr. Babasaheb Ambedkar Road, Gorai, Borivali- West, Mumbai under Registration No. STR-840004048 as Structural Engineer for the preparation of structural designs and drawings of the said building. The Promoter have accepted the supervision of the said Architect and Structural Engineer till completion of the building as also the entire scheme of development unless otherwise agreed upon by the said Architect and/or the Structural Engineer.

AND WHEREAS the Promoter have accordingly commenced the construction of a building known as "**RAJHANS SOLITAIRE**" presently consists of Stilt + 9 upper floors with provision for additional floors by use of the benefit of Additional FSI (for brevity's sake hereinafter referred to as "the said building" as per the sanctioned plan and specifications and other requisite permissions, orders, approvals, sanctions obtained from Municipal Corporation of Greater Mumbai and are desirous of disposing off flats, car-parking etc in favour of the intending Purchasers.

AND WHEREAS The Allottee/s/s has/have demanded from the Promoter and the Promoter have given to the Allottee/s/s inspection of all the documents relating to the said building including sanctioned plans, deigns, specification prepared by the Architect and/or such other documents such as Revenue and Survey documents as are prescribed under the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 and Real Estate (Regulation and Development) Act ,2016 (hereinafter referred to as "the said Act's") and the Rules made there under.

AND WHEREAS the Allottee/s/s is/are desirous of purchasing and thus has/have applied to the Promoter herein for allotment to him/her on Ownership basis a premises being Flat/Shop bearing no. _____ admeasuring about _____ sq. ft. (RERA Carpet Area) i.e. _____ sq. mtrs. on the _____ Floor in the building known as **"RAJHANS SOLITAIRE**" hereinafter referred to as the said flat/shop together with permitted use of car parking space/stilt car parking space/open car parking space, bearing No._____ if any allotted, to be constructed on the portion of the said property under the Real Estate Project (hereinafter referred to as the "Premises").

AND WHEREAS the Promoter have agreed to allot to the Allottee/s/s herein the said flat/shop together with permitted use of car parking space/stilt parking space/open car parking space, bearing no. _____ if so allotted for the and subject to the terms and conditions and as hereinafter appearing as mutually agreed by and between the parties hereto.

AND WHEREAS the Promoter has the right to sell the said Premises in the Real Estate Project to be constructed by the Promoter, and, to enter into this Agreement with the Allottee of the Premises and to receive the sale
consideration in respect thereof.

AND WHEREAS the Allottee/s states, confirms and represents that the Allottee/s has read and understood the terms and conditions of the aforesaid agreements, circulars, orders andapprovals and confirms that he/she is eligible to enter into and execute this Agreement and purchase the said Unit.

AND WHEREAS the Allottee/s has prior to the execution of this Agreement satisfied himself about (i) the rights of the Promoter to develop the said Land (ii) the approvals and sanctions obtained till date for the development of the said Building (iii) the nature of the rights retained by the Promoter under this Agreement. This Agreement has been entered into by the Allottee/s after seeking necessary legal advice.

AND WHEREAS while sanctioning the plans, approvals and permissions as referred hereinabove, the Competent Authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Real Estate Project and upon due observance and performance of which only, the Occupation Certificate and Building Completion Certificate in respect of the Real Estate Project shall be granted by the Competent Authority.

AND WHEREAS the Promoter has accordingly commenced construction of the Real Estate Project in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove.

AND WHEREAS the RERA Carpet Area of the said Premises as defined under the provisions of **RERA, is _____ square meters.**

AND WHEREAS 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.

AND WHEREAS under Section 13 of the RERA, the Promoter is required to execute a written Agreement for Sale of the said Premises with the Allottee i.e. this Agreement, and is also required to register this Agreement under the provisions of the Indian Registration Act, 1908.

AND WHEREAS in accordance with and subject to the terms and conditions set out in this Agreement, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase and acquire, the flat/shop and the parking as set out herein below.

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

1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same have been set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience, and are not intended in derogation of RERA.
2. The Promoter hereby represent and the Allottee/s/s hereby confirms and Promoter have proposed Redevelopment scheme and the Project for construction of building/s on the said property, and the Developers have undertaken construction of building/s known as “RAJHANS SOLITAIRE” (“the said building”) presently consist of Stilt + 9 upper floors for which they have obtained sanction of plan, I.O.D and Commencement Certificate from. The Promoter have also reserved their right to construct further additional floors on the said building as may be permitted by MCGM use of the remaining FSI available in respect of the said property as base land and by availing all the development benefits of TDR/FSI by whatever name called and in all forms, on the said property. PROVIDED THAT the Promoter shall have to obtain prior consent in writing of the Allottee in respect of any variations or modifications which may adversely affect the said Premises of the Allottee, except, any alteration or addition required by any Government authorities, or, due to change in law, or, any change as contemplated by any of the disclosures already made to the Allottee.

3. The Promoter hereby represent and the Allottee/s/s hereby expressly confirm/s that the Promoter have irrevocable and unconditional/unfettered rights authorities entitlements to increased or decreased area of the said building, increased or decreased in number of floors as also specifications/designs as also location by vertical and/or horizontal as also location of recreation ground thereof as may be permitted/approved by the concerned Development Authority from time to time till the entire scheme and the project is completed in all respect.
4. The Promoter is entitled to amalgamate the said property alongwith the adjoining properties in order to facilitate for better implementation of the said project and the allottee has no objection for the same.
5. The Allottees hereby confirm having understood the aforesaid facts and rights and entitlements of the Promoter and shall not object dispute or create any hindrance during the course of Development of the said project in the total layout plan and no further consent, confirmation or otherwise is required to be taken or obtained from the Allottees.
6. Purchase of the Premises and Sale Consideration:

i. The Allottee/s hereby agreed to purchase and acquire from the Promoter and the Promoter hereby agree to sell and allot to the Allottee/s on Ownership basis a premises being Flat no. _____ admeasuring about _____sq. ft. RERA Carpet Area i.e. _____sq. mtrs. on the _____ floor in the said building known as **"RAJHANS SOLITAIRE**" shown in the floor plan thereof annexed hereto and marked as Annexure "A" more particularly described in fifth Schedule hereunder written (for the sake of brevity hereinafter referred to as "the said Flat") together with permitted use of car parking space/stilt car parking space/open car parking space/garage," bearing no. _____if so allotted (hereinafter referred to as "the said Car Parking Space"), wherever context so permit the said Flat and the said car parking space are hereinafter collectively referred to as "the said premises"). The proposed RERA Carpet Area of the said Flat/premises would be as per the approved plans and may change as a result of physical variation due to tiling, ledges, plasters and skirting.

ii. The Allottee/s hereby agreed to pay to the Promoter a sum of Rs. _____/(Rupees_____ Only) a consideration for purchase of the said premises from the Promoter which is inclusive of the proportionate price of the common area and facilities appurtenant to the said premises and exclusive of the other payment payable under various clause mentioned hereinafter. The Promoter hereby agrees to allot to the Allottee, _____ parking spaces in the said Land and a letter from the Promoter shall be issued to the Allottee/s confirming the specific parking space to be allotted within 3 months from the Possession Date. The Allottee/s shall pay the aforesaid consideration price to the Promoter in the manner as under:

a) The Allottee has paid before execution of this Agreement, a sum of Rs._____/- (Rupees _____ Only) (which does not exceed 10% of

the Sale Consideration) as advance payment and hereby agrees to pay to the Promoter the balance amount of the Sale Consideration of Rs._____/- (Rupees _____ Only) in the following manner: -

b) Rs. _____/- (Rupees _____ Only) on or before execution of this Agreement, (payment and receipt thereof the Developers hereby admit and acknowledge).

c) The Allottee has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to the Promoter the balance amount shall be paid in following percentage.

d) Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 30% of the total consideration) to be paid to the promoter after the execution of Agreement.

e) Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said flat is located.

f) Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 70% of the total consideration) to be paid to the promoter on completion of the slabs including podiums and stilts of the building or wing in which the said flat is located.

g) Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 75% of the total consideration) to be paid to the promoter on completion of the walls, internal plaster, floorings doors and windows of the said flat.

h) Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said flat.

i) Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 85% of the total consideration) to be paid to the promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.

j) Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 95% of the total consideration) to be paid to the promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

k) Balance Amount of Rs. _____/- (Rupees _____ Only) against and at the time of handing over of the possession of the flat to the Allottee

It is expressly agreed and understood that if the Promoter carry out and complete the works of construction of brick walls, flooring etc. as contemplated in sub clauses (__) to (__) above in respect of the said premises agreed to be sold/allotted to the Allottee/s/s under these presents, while construction of other slabs and other work is in process, the

Allottee/s/s immediately on requiring by the Promoter shall pay the amount of installments under sub clause (___) to (___) or such of them depending upon completion of work. Time for making payment of the above amounts shall be the essence of the contract.

7. The Sale Consideration excludes taxes (consisting of tax paid or payable by way of GST etc. and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the said Premises and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses, betterment charges (whether applicable/payable now or which may become applicable/payable in future) including GST etc. and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee alone and the Promoter shall not be liable to bear or pay the same or any part thereof. All these payments will be made by the Allottee as and when called upon by the Promoter and/or as required by the concerned Government or authority, as the case may be.
8. The Sale Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies / Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification / order / rule / regulation /demand, published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

9. It is agreed between the parties that in the event the Allottee/s has/have availed of the benefit of any subvention scheme or any other scheme as may have been made available to the Allottee, the terms and conditions of such scheme including the subvention scheme and any letters, NOCs, Indemnity Bonds, Deeds, Agreements/Tripartite Agreements, MOUs, etc. as may have been executed between the Promoter and the concerned Banks/Financial Institutions shall apply and the Allottee/s shall comply with the same. The Promoter shall also be authorized to take such steps under the schemes and documents executed in that regard, as deemed fit by the Developer/Promoter. If the Allottee enters into any loan/financing arrangement with any bank/financial institution, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement, in the same manner detailed in this Clause 6 and Clauses herein below and the availment of any such loan will not absolve Allottee of its responsibilities under this Agreement.

10. If there is any increase in the RERA Carpet Area allotted to Allottee, the Promoter shall demand additional amount from the Allottee towards Sale Consideration, which shall be payable by the Allottee prior to taking possession of the Premises. It is clarified that the payments to be made by the Promoter/Allottee, as the case may be, under this Clause 6(viii), shall be made at the same rate per square meter as agreed in this Clause 6.
11. The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against outstanding, if any, in his/her/its name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his/her/its payments in any manner.
12. In the event, the Allottee/s being desirous of obtaining finance from any bankers or financial institutions so as to purchase the premises under these presents, the Allottee/s shall be entitled to do so only after obtaining previous written consent from the Promoter and only after he/she/their having complied with, fulfilled, observed and performed his/her/their part of the obligations contained under these presents and further undertake to do so. The Promoter do not give guarantee to such finance/loan and the Allottee/s shall apply for and obtain such finance/loan solely at his/her/their risk as to costs and consequences and shall indemnify and keep the Promoter indemnified against any claim, demand or action being claimed, demanded or initiated by the bankers and/or financial institutions whosoever have sanctioned and/or disbursed such housing finance.
13. It is further agreed and understood that in the event of the Allottee/s having obtained sanction of loan/finance, Allottee/s shall inform in writing to the Promoter having his/her/their obtained sanction of such finance and confirm that the bankers/financial institution shall disburse and pay the housing finance/loan as may have been sanctioned and approved directly to and in the name of the Promoter alone. Such disbursement/payment shall be made by the bankers/financial institution by cheque (crossed/Account payee)/Pay order directly in the name of the Promoter and shall be handed over personally to the Developer/Promoter. Acknowledgement, if any, by any unauthorized persons and/or the Purchasers herein shall not bind the Promoter as having received such loan/finance on behalf of the Allottee/s.

14. It is further agreed and understood that the Allottees, subject to what is stated hereinabove, shall be free to offer his/her/their right under these presents only as and by way of security for repayment of such finance. The Promoter shall not be called upon to sign or execute any further or other writings, confirmation, declaration or otherwise nor shall they be called upon to give any security of their right of development of the said property to any bankers/financial institution. It is further agreed and understood that irrespective of the fact whether the Allottee/s has/have obtained sanction of housing loan/finance from his/her/their financial institution in respect of the said premises, in the event of any delay in disbursement of failure in payment/disbursement of the balance consideration payable by the Allottee/s to the Promoter under these presents,

the Allottee/s alone shall personally be liable or responsible to pay the amount so payable under these presents and shall not claim any equity or otherwise on the ground of having not obtained disbursement or delay in disbursement of such amount by bankers/financial institution. The Allottee/s shall pay the amount so due and payable to the Developers from his/her/their own source of income.

15. The Transaction under these presents is for allotment of flat/shop to the Allottee/s in the building to be constructed by the Promoter on the said property. The Allottee/s alone shall in addition to the aforesaid consideration pay and/or reimburse to the Promoter all such statutory, levies and charges including service taxes, service charges betterment/development/infrastructure charges, sales tax payable under works Contract Act, etc. if so levied by the Concerned Authorities and the Developers shall not be held liable or responsible for the same.
16. The Allottee/s has accepted the title of the Promoter and the Allottee/s shall not be entitled to further investigate the title to the said property and hereby undertakes not to raise any objection or requisitions in respect thereof or dispute the same in any manner. The Promoter is entitled to avail finance from their Bankers/Financial institution and offer their right in the property and the proposed construction subject to the allotment of the said premises to the Purchasers under these presents. The Allottee hereby agrees, accepts and confirms that the Promoter proposes to develop the Real Estate Project (including by utilization of the full development potential) in the manner more particularly detailed at Recital G above and all the plans, pro forma and specifications pertaining thereto and the Proposed Layout and the proposed potential and the Allottee/s has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.

17. The Promoter Shall confirm the final RERA Carpet Area that has been allotted to the Allotted to the Allottee after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the **changes,** if any, in the RERA Carpet Area, subject to a variation cap of three percent. The total price payable for the RERA carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the RERA carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess money paid by Allottee withinForty-five days with annual interest at the rate specifies in the rules, from the date when such an excess amount was paid by, he Allottee. If there is any increase in the RERA Carpet Areaallotted to Allottee, the premolar shall demand additional amount from Allottee 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 6(ii) of this agreement.

18. Possession Date, Delays and Termination:

i. The Promoter shall give possession of the Apartment to the Allottee on or before..... day of .....2025. ("Possession Date") 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.

ii. If the Promoter fails to abide by the time schedule for completing the said Real Estate Project and for handing over the said Premises to the Allottee on the Possession Date (save and except for the reasons as stated in Clause 7(i) above), then the Allottee shall be entitled to either of the following options: -

a) Call upon the Promoter by giving a written notice by Courier/ E-mail/ Registered Post A.D. at the address provided by the Promoter ("Interest Notice"), to pay interest at the prevailing rate of State Bank of India on the Sale Consideration paid by the Allottee. The interest shall be paid by the Promoter to the Allottee till the date of offering to hand over of the possession of the said Premises by the Promoter to the Allottee; OR

b) The Allottee shall be entitled to terminate this Agreement by giving a written notice to the Promoter by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter ("Allottee Termination Notice"). On the receipt of the Allottee Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled. Within a period of 30 days from the date of receipt of the Termination Notice by the Developer/Promoter, the Promoter shall refund to the Allottee the amounts already received by the Promoter under this Agreement with interest thereon at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon ("Interest Rate") to be computed from the date the Promoter received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are duly repaid. On such repayment of the amounts by the Promoter (as stated in this clause), the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or car park and the Promoter shall be entitled to deal with and/or dispose of the said Premises and/or the car park in the manner it deems fit and proper. It is clarified that in the event the Allottee elects to cancel this Agreement then the Promoter shall not be liable to refund or return any amounts paid towards stamp duty, registration fees or taxes. However, the Allottee may, by itself, apply to the appropriate authorities for refund of the same.

19. In case the Allottee elects its remedy under sub-clause (ii)
    a. above then in such a case the Allottee shall
    b. subsequently not be entitled to the remedy under sub-clause (ii) (b) above.
20. If the Allottee fails to make any payment on the stipulated date/s and time/s as required under this Agreement, then, the Allottee shall pay to the Promoter interest at the Interest Rate, on all and any such delayed payments computed from the date such amount was due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate.
21. Without prejudice to the right of the Promoter to charge interest at the Interest Rate mentioned at Clause herein above, and any other rights and remedies available to the Promoter, either (a) on the Allottee committing default in payment on a due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her/its proportionate share of taxes levied by concerned local authority and other outgoings) and/or (b) the Allottee committing three defaults of payment of installments of the Sale Consideration, the Promoter shall be entitled, at its own option and discretion, to terminate this Agreement, without any reference or recourse to the Allottee. Provided that, the Promoter shall give a notice of 15 (fifteen) days in writing to the Allottee ("Default Notice"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of the Default Notice, including making full and final payment of any outstanding dues together with interest thereon computed at the Interest Rate, then at the end of the period specified in the Default Notice, the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee ("Promoter Termination Notice"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee. On the receipt of the Promoter Termination Notice by the Allottee, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this subclause, the Promoter shall be entitled to forfeit 10% of the Sale Consideration ("Forfeiture Amount") as and by way of agreed genuine pre-estimate of liquidated damages. within a period of 30 (thirty) days of the Promoter Termination Notice, the Promoter shall after deduction of the Forfeiture Amount refund the balance amount of the Sale Consideration to the Allottee. Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or car park and the Promoter shall be entitled to deal with and/or dispose of the said Premises and/or car parks in the manner it deems fit and proper.
    a. If there is any increase in FSI (Floor Space Index) and/or any other benefits, then such benefits shall go to the Promoters. The Allottee(s) and/or the member(s) of the proposed co-operative society, association or limited company or legal body shall not raise any objections to the Promoters utilising such increased FSI and/or using/appropriating such benefits.

b. It is agreed that if one or more of such Flat/Shop are not taken/ purchased or occupied by any person other than the Promoters at the time the Building is ready for part occupation(s), the Promoters will be deemed to be the Owners thereof until such Flats/Shops are agreed to be sold by the Promoters. The Allottee(s) shall from date of possession maintain the said Flats/Shops at his/her/their own cost in a good and tenantable repair and condition and shall not damage or do anything to the said building or the said Flats/Shops, staircase and common passages which may be against the rules or bye-laws of the Corporation or of the Promoters or the co-operative society, association or limited company or such other legal body as the case may be. No structural/ architectural alteration/modification or changes shall be carried out by the Allottee(s) to the Flat/Shop. The Allottee(s) shall be responsible for breach of any rules and regulations as aforesaid.

c. The common areas, facilities and amenities in the said Project that may be usable by the Allottee are listed in the Second Schedule hereunder written. The internal fitting and fixtures in the said Premises that shall be provided by the Promoter are listed in the Third and Fourth Schedule hereunder written.

d. The Promoter hereby agree to observe perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the Competent Authority including Municipal Corporation of Greater Mumbai at the time of granting permission to develop and sanctioning the said plans and issue of IOD and Commencement Certificate or thereafter and shall, before handing over possession of the said premises to the Purchasers, obtain from the concerned Local Authorities including Municipal Corporation of greater Mumbai, Occupation Certificate in respect of the said building and the said premises.

22. The Allottee agree as follows:-

a) to abide by all the terms and conditions of IOD & Amendments approval.

b) Not to claim any compensation /objection in future when the adjoining plot owner/developer come forward for the development of respective plots.

c) So long as each Allottee(s) in the said building shall not be separately assessed, the Allottee(s) shall pay proportionate part of the taxes, Cess, assessments etc. in respect of the co-operative society, association or limited company or a legal body as the case may be and the decision shall be final and binding upon the Allottee(s).

d) That the area reserved for parking shall be used / utilized for the purpose of parking only.

e) That there is inadequate manoeuvring space of car parkings and buyer / member will not make any complaint to M.C.G.M. in this regard in future

f) That the clauses will be incorporated in the sale agreement of prospective buyers/members stating: -

g) That the building under reference is deficient in open space and BMC will not be held liable for the same in future.

h) That the Allottee agrees for no objection for the neighbourhood development with deficient open space in future.

i) That the buyer /member will not be held M.C.G.M. liable for failure of mechanical Parking system in future.

j) That there is inadequate manoeuvring space of car parking's and buyer / member will not make any complaint to M.C.G.M. in this regard in future

k) not to misusing the elevation features.

l) To agree to abide the condition imposed in CFO NOC and Power Supply Co. & conditions mentioned in the parking N.O.C.

m)Not to misuse car parking tower /Pocket Terrace/Part Terrace/ Stilt portion, Elevation features, Fitness Centre, Society Office, fitness center Servants Toilet, Meter Cabin & Lift Machine room (LMR).

n) To demolish the excess area if constructed beyond the permissible FSI.

o) The Allotte/s agree to abide by all the terms and conditions of IOD & for incorporating specific clause in the sale agreement to make aware prospective buyers shall not be insisted to be incorporated to the effect

that no complaints of whatsoever nature from prospective occupants/buyers as regards parking spaces arrangement and inadequate aisle space shall not be entertained.

p) Against any action pending on existing structure, b) Against any legal dispute of plot, ownership, c) Damages, risk, accidents etc. & nuisance to occupier & neighbourhood during construction & d) Against any litigation, Claims, disputes arising out the proposed inadequate size of rooms if any.

q) That the Building under reference is deficient in open spaces and MCGM will not be held liable for the same in future.

r) That the buyer/member agree for no objection for the neighbourhood development with deficient open space in future.

s) That the buyer/member will not be held liable M.C.G.M. for failure of mechanical parking system in future.

t) That the buyer/member will not be held liable M.C.G.M. for the proposed in adequate sizes of rooms in future.

u) That the condition for inadequate manoeuvring space of car parking and no complaint to M.C.G.M.in this regard will made in future.

v) That the indemnity bond indemnifying to the BMC against any litigation/ claims/ disputes arising out of inadequate Aisle space for two way & at turning and also inadequate turning radius will be submitted. RUT with the specific clause in the sale agreement to make aware prospective buyers will be incorporated to the effect and that no complaints of whatsoever nature from prospective occupants/ buyers as regards parking spaces arrangement will be entertained and a sample copy of agreement to that effect shall be submitted to BMC before O.C.C.

23. As plot u/r falls within the 500 mtrs. radius from the perimeter wall of Kandivali & Malad Complex, COD Mumbai, further the Developer will follow the policy guidelines as finalised by BMC/Govt. authority regarding the same and RUT shall be submitted to indemnifying MCGM and its officers and onus of any further proceedings in the above matter is the responsibility of Project proponent and not of MCGM

24. Procedure for taking possession:

a. Upon obtainment of the Occupancy Certificate MCGM and upon payment by the Allottee of the requisite installments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoter shall offer possession of the said Premises to the Allottee in writing ("Possession Notice"). The Allottee agrees to pay the maintenance charges as determined by the Promoter or the Society, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the Occupancy Certificate of the Real Estate Project and on offering possession of the existing members‟ premises to the said Society, provided the Allottee has made payment of the requisite installments of the Sale Consideration and all other amounts due and payable in terms of this Agreement. The Allottee shall take possession of the said Premises within 15 days of the Possession Notice. In the event the Allottee/s fails and/or neglects to take possession of the said Unit within the said period, the Allottee/s shall be liable to pay the Promoter compensation calculated at the rate of Rs.550/- per sq. mt. of the RERA Carpet Area per month or part thereof till such time the Allottee/s/s takes possession of the said Unit.

b. Upon receiving the Possession Notice from the Promoter as per Clause 20(i) above, the Allottee shall take possession of the said Premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter, and the Promoter shall give possession of the said Premises to the Allottee. Irrespective of whether the Allottee takes or fails to take possession of the Premises within the time provided above in above mentioned Clause, the Allottee shall continue to be liable to pay maintenance charges and all other charges with respect to the Premises, as applicable and as shall be decided by the Promoter.

c. Within 15 (fifteen) days of receipt of the Possession Notice, the Allottee shall be liable to bear and pay his/her/its proportionate share i.e. in proportion to the RERA Carpet Area of the said Premises, of outgoings in respect of the Real Estate Project and said Land including inter-alia, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the Slum Rehabilitation Authority or other 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 Real Estate Project and/or the said Land to the Society.

25. The Promoter alone shall entitled to avail in their own name to all the benefits including of development potentially in respect of such area and use, utilize, consume and exploit the same in construction of the building/s on the said property.

26. In case the said floor space index has been or is being utilized by the Promoter elsewhere, then the Promoter shall furnish to the Purchasers all the detailed particulars in respect of such utilization of said floor space index by them. In case while developing the said property, the Developers have utilized any floor Space Index of any other property by way of floating floor, space index or TDR then the particulars of such floor space index shall be disclosed by the Promoter to the Allottee/s/s in the document for transfer of the property. It is expressly agreed and understood that in view of the present policy of the Concerned Authorities and since it is not feasible and practical, though permissible, for the Promoter who are unable to explore and use or utilize the entire potentially and benefit of Development including by use of TDR in all forms, and therefore all the residue F.A.R. (F.S.I.) in the property and all benefits of Development potentially by use of TDR not consumed will always belong to and be available to the Promoter exclusively.

27. Promoter hereby represent and declare and the Allottee/s/s hereby confirm grant his/her/their irrevocable and unconditional consent that :-

i. The construction of the said building on the said property is part of in the development in the Redevelopment project. The Promoter are entitled to carry out and complete further and other development by constructing additional floors on the said building as may be approved by the Slum Rehabilitation Authority.

ii. If due to any change in the F.S.I. Rules and more F.S.I. becomes available (including on account of staircase, walls, lifts, balcony, passage, etc.) then in such event the Promoter alone shall be entitled to use, utilize, consume and exploit such F.S.I. on the said property by consulting additional floors in the said buildings and any of them.

iii. If due to any changes in the DCPR,2034 or by introduction of any policy by the Government of Maharashtra or any other concerned authorities any benefit of T.D.R. (Transferable Development Right) is available in respect of the said property, as recipient plot then in such event, the Promoter alone shall be entitled to avail such T.D.R. benefit for which they are entitled to acquire and purchase such F.S.I. by way of T.D.R. in all forms from any other property as may be permissible and to use, utilize, consume and exploit the same by constructing additional floors on the said building.

iv. The Promoter shall be entitled to do and perform all such acts, deeds, things and matters and to sign, execute and admit execution of all such documents, deeds, writings, application, forms, including modifications, changes, alterations etc. in the said sanctioned plan and other permissions as they may in their absolute discretion so desire.

v. The Allottee/s/s hereby agreed and undertakes that he/she shall not obstruct or dispute to the right, title and interest of the Promoter in respect of the said additional F.S.I. and/or TDR benefit available to the Promoter as above and shall do and perform all such acts, deeds, things and matters and to sign and execute all such requisite confirmations, applications, consent etc. if so required by the Developer/Promoter.

vi. The Allottee/s/s hereby irrevocably agreed and undertakes that he/she shall not claim or demand any consideration/amount or compensation or benefit from the Promoter in respect of the said Benefit of additional F.S.I. and/or T.D.R. available to the Promoter to use, utilize, consume and exploit the same by constructing additional floors on the said building.

vii. The Allottee/s/s of Flat/unit/premises etc. from the Promoter in respect of the additional floors which the Promoter are entitled to construct by use of such extra or additional F.S.I. and/or T.D.R. benefit shall be accepted and admitted as member and shareholder of the Society and/or company or other organization as may be formed and registered by the Allottee/s/s of the premises in the said building and such Allottee/s/s shall have all the privileges and entitled to avail of the common amenities as may be available to the Allottee/s/s herein the said building and/or the said property.

viii. It is expressly agreed and understood that the right, title and interest of the Promoter to avail the benefit of additional F.S.I. and/or T.D.R. benefit to use, utilize and consume the same on the said property shall be absolute and permanent even after vesting documents such as Assignment or otherwise is/are executed in favour of the Society, /Association of the Allottee/s/s of the premises in the said building and the Assignment shall contain such clauses so as to confirm the said right of the Developer/Promoter.

ix. The Promoter are entitled to carry out the development work including construction of additional floors on the said building under construction by use of balance FSI and/or as TDR as may be permissible by the Development Authority.

x. No separate consent and confirmation in writing or otherwise is required to be obtained at any time till the entire layout scheme is completed by construction of all buildings from the purchasers herein and the provisions of section 7 (a) of MOFA and the concerned Rules are not applicable to the said development.

xi. That the Promoter have full right, absolute authority and entitled to make such changes, amendments, modifications, shifting of location of facilities as may be provided on completion of the entire development of the said property.

xii. That the Promoter alone shall be entitled at all times to all balance FSI in respect of the said property whether available in future including the balance FSI, the additional FSI available the concerned under Rules and Regulations of the concerned Authorities from time to time and/or by any special concession, modification of present Rules and Regulations granting FSI available in lieu of the road widening, set back, reservation or by way of Additional Buildable area and/or Transfer of Development Rights (TDR) in all forms or otherwise howsoever.

xiii. That under no circumstances the Purchasers/s and/or Society or other common organization will be entitled to claim any FSI in respect of the said property and/or the potentially and benefit of TDR/additional buildable area in all forms nor shall they have any right to consume the same in any manner whatsoever.

xiv. That the Promoter have already commenced construction and shall be entitled to develop the said property fully by constructing and/or making additions in the said building and/or by constructing additional floors/structures so as to avail of the Full FSI and Development potentially permissible in future for the said property inclusive for staircase, lift, passage, by way of purchase of other of further floating FSI, TDR, free FSI which may be available on the said property or acquired otherwise howsoever and including putting up any "additional construction" as mentioned above and on the Promoter selling the same and appropriating to themselves the entire sale proceeds thereof without the Allottee/s/s or other acquires of the said premises in such building or buildings and/or their common organization having any claim thereto or to any part thereof. The FSI including Additional Buildable area by whatever name called of any nature whatsoever and in all forms available in future and further and/or additional construction shall always be the right and the property of the Promoter who shall be at liberty to use, deal with dispose of, sell, transfer etc, the same in the manner the said Promoter may choose. The Purchasers agreed not to raise any objection and/or claim reduction in price and/or compensation and/or damages including on the ground of inconvenience and/or nuisance while putting up such additional construction mentioned above. The Promoter shall be entitled to consume such further or other FSI by raising floor or floors on the said building and/or putting additional structures and/or by way of extension of any structure. The document vesting the title of the said property, building etc. and transfer of rights and benefits of the Promoter as hereinafter mentioned shall be subject inter-alia to the aforesaid reservation.

xv. That the Promoter alone shall be entitled to sell any part or portion of the said building including open terrace/s or part of the said portion, parking space, covered or otherwise, the open space including for use as a bank, Flats, shops, nursing home, restaurant, hotel, display of advertisements, provisions for wall water etc. as may be permissible or ultimately may be permitted by the Authorities concerned and as Promoter may deem fit and proper.

xvi. To admit without any objection the persons who are allotted premises/open space etc. by the Promoter as members of the proposed Society and/or as members of the society or any other organization in the event the Society/Organizations is registered before the Promoter sell all premises of extended/annexed buildings.

xvii. Not to raise any objection or interfere with Promoter rights reserved hereunder.

xviii. To execute, if any further or other writing, documents, consents etc. as required by the Promoter for carrying out the terms hereof and intentions of the parties hereto.

xix. To do all acts, deeds, things and matters and sign and execute such papers, deeds, documents, writings, forms, applications which the Promoter in their absolute discretion deem fit for putting into complete effect the provisions of this Agreement.

28. The aforesaid consent, authority and covenants shall remain valid, continuous, irrevocable, subsisting and in full force even after the possession of the said premises is handed over to the Allottee/s/s and/or possession of the said building is handed over to the Society/Organization/Association and vesting lease document is executed. The aforesaid covenants or such of them as the Promoter may deem fit will be incorporated in the vesting lease document and they shall run with the property.
29. The Promoter shall remain a separate account in the books in respect of sums received by the Promoter from the Allottee/s/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or towards the outgoings, legal charges and shall utilize the same only for the purpose for which they have been received.

30. The Allottee/s/s hereby confirm that the Promoter have given to the Allottee/s/s concession in the consideration fixed under these presents which is less than the rate presently prevailing in the same vicinity in respect of the other buildings similarly situate at, considering that the Allottee/s/s has/have agreed to the unconditional and irrevocable right and authority of the Promoter in respect of various open space, use of Terrace, car parking space etc. as also further agreed to pay various amounts, deposits, taxes, Government. Development charges, GST etc. as mentioned under these presents and shall not obstruct, interfere, challenge, or dispute such rights of the Promoter and shall extend necessary co-operation as may be required by the Promoter and that he/she has undertaken payment of various amounts including various charges, deposits. Taxes, etc. as mentioned under these presents.
31. The Allottee/s/s agree to pay to the Promoter interest at 18% per annum on all the amount which become due and payable by the Purchasers to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee/s/s to the Developers subject however to the right to the Promoter contained under these presents.
32. The fixtures, fittings and amenities to be provided by the Promoter in the said building and the premises are those that are set out in Second and Third Schedule hereto.
33. The Allottee/s/s shall check up all the fixtures and fittings in the said premises before taking possession of the same. Thereafter, the Allottee/s/s shall have no claim against the Promoter in respect of any item or work in the said premises or in the said building/s which may be alleged not to have been carried out and/or completed and/or being not in accordance with the plans, specifications and/or this Agreement and/or otherwise in relation thereto. vii. If within a period of 5 (five) years from the date of handing over the said Premises to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the said Premises or the said Tower/Wing or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee shall be

entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the willful default and/or negligence of the Allottee and/or any other allottees in the Real Estate Project or by wear and tear in regular course.

34. The Allottee/s/s shall use the said premises and every part thereof or permit the same to be used only for the purposes as may be permissible and after obtaining requisite permission, licenses etc. He/she/they shall use the garage or parking space if so allotted in writing only for purpose of keeping or parking the Purchasers own vehicle. The Promoter shall have full right, absolute authority and entitled to allot car parking space/open and/or stilt car parking space not already allotted, to such of the Allottee/s/s as the Promoter may deem fit and the Allottee/s/s shall not object or dispute to the same. The Promoter shall be entitled to use or allow use of such parking for such purposes as they may desire.
35. The Purchasers along with other Purchasers of premises/open space etc. in the building shall join Co-operative Society or any other association as the Promoter for this purpose form and also from time to time sign and execute all such application and other papers and documents necessary for the same and for becoming a member, including bye laws of the society and duly fill in, sign and return to the Promoter within a week of the same being forwarded by the Promoter to the Allottee/s/s.

36. Membership of the Society:
    a. The Allottee shall, along with other allottees of premises/units in the Real Estate Project, shall be joined as members in the Society.
    b. For this purpose, the Allottee shall from time to time sign and execute the application for membership and all other papers, forms, writings and documents necessary for becoming a member thereof, including the byelaws of the Society and shall duly fill in, sign and return to the Promoter within 7 (seven) days of the same being made available to the Allottee. No objection shall be taken by the Allottee if any changes or modifications are made in the draft/final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.
    c. The Society shall admit all purchasers of flats and premises in the Real Estate Project as members.
    d. The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises in the Real Estate Project, if any. The Promoter shall not be liable or required to bear and/or pay any amount by way of contribution, outgoings, deposits, transfer fees / charges and/or nonoccupancy charges, donation, premium any amount, compensation whatsoever to the Society for the sale / allotment or transfer of the unsold areas in the Real Estate Project or elsewhere, save and except the municipal taxes at actuals (levied on the unsold premises) per month in respect of each unsold premises towards the outgoings.

e. The Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, and the Allottee shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.

37. The said building to be developed as aforesaid shall, subject to the approval of the authorities concerned and said Society, always be known as "RAJHANS SOLITAIRE". Commencing a week after notice in writing is given by the Promoter to the Allottee/s/s the premises is ready for use and occupation, the Purchasers shall be liable to bear and pay the proportionate to the floor area of the premises or on the basis of premises as may be decided by the Promoter of outgoings in respect of the said property and building namely local taxes, betterment charges or such other levies by Slum Rehabilitation Authority MCGM and/or Government Authorities towards water charges, insurance, common lights repairs and salaries of clerks, collectors, Security Guards/Watchmens, sweepers and all other necessary and incidental to the management maintenance of the said property and buildings. Until Society or Limited Company is formed and the said property is leased out and building is transferred to it, the Purchasers shall pay to the Promoter such proportionate share of outgoings as may be determined by the Developer/Promoter. The Allottee/s/s further agrees that till the Allottee/s/s share is so determined the Allottee/s/s shall pay to the Promoter monthly contributions of Rs. 4500/- per month towards outgoings. The amounts so paid by the Allottee/s/s to Promoter shall not carry any interest and remain with the Developers until Promoter handovers the Charge /Affair Pertaining to the said Society in favor of its Committee and thereafter the aforesaid deposits (deductions provided for in this agreement) shall be paid over by the Promoter to the Society or the company as the case may be. The Allottee/s/s undertakes to pay such provisional monthly contribution and 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. If the Allottee/s/s fails to pay the monthly contribution within time the Promoter will be entitled to claim interest @ 18% p.a.

38. The Allottee/s, on or before taking possession of the said premises shall pay to the Promoter the following amounts

i) Rs. _____/- for legal charges.

ii) Rs. _____/- for formation and Registration of the Society.

iii) Rs. _____/- towards electric and water meter deposit and charges. Development charges

iv) Rs. _____/- Miscellaneous Expenses

Total Rs. _____/- (Rupees _____)

The amount paid or becoming payable to the Promoter by the Allottee/s under this Sub Clause are nonrefundable and shall not carry interest. Save and except such clause above, the Promoter s shall not be liable to render any accounts of such amounts or deposit to such Allottee/s or Society at any time.

39. Representations and Warranties of the Promoter:

i. The Promoter hereby represents and warrants to the Allottee as follows, subject to what is stated in this Agreement and all its Schedules and Annexes, subject to what is stated in the Title Certificate, and subject to the RERA Certificate:

ii. The Promoter has clear title and has the requisite rights to carry out redevelopment upon the said Land and also has actual, physical and legal possession of the said Land for the implementation of the Real Estate Project, subject to the terms and conditions of the Indentures mentioned in Recital above;

iii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out redevelopment of the Real Estate Project and shall obtain requisite approvals from time to time to complete the redevelopment of the Real Estate Project;

iv. There are no encumbrances upon the Real Estate Project except those disclosed to the Allottee;

v. There are no litigations pending before any Court of law with respect to the Real Estate Project except those disclosed to the Allottee;

vi. All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, 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 Real Estate Project, shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project and common areas;

vii. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

viii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land and the said Premises, which will, in any manner, adversely affect the rights of Allottee under this Agreement;

ix. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee in the manner contemplated in this Agreement;

x. Upon receipt of the Occupation Certificate or Completion Certificate with respect to the Real Estate Project, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Real Estate Project as detailed in the Second Schedule hereunder written to the Society;

xi. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the competent Authorities till the receipt of the Occupation Certificate or Completion Certificate with respect to the Real Estate Project and thereupon shall be proportionately borne by the Society; xii. 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 Land) has been received or served upon the

Promoter in respect of the Land and/or the Real Estate Project except those disclosed to the Allottee.

40. The Promoter may appoint a third party / agency for the purpose of operating and maintaining the Real Estate Project and the said Land including any common areas facilities and amenities on such terms and conditions as it may deem fit. The Promoter shall be entitled to designate any spaces/areas on the said Land or any part thereof (including on the terrace and basement levels of the Real Estate Project) for third party service providers, for facilitating provision and maintenance of utility services (including power, water, drainage and radio and electronic communication) to be availed including by the purchaser/s of the units/premises to be constructed thereon. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method as the Promoter may deem proper in accordance with applicable law. Further, the infrastructure (including cables, pipes, wires, meters, antennae, base sub-stations, towers) in respect of the utility services may be laid/provided in the manner the Promoter may require, and may be utilized in common including by purchaser/s of units/premises in the Real Estate Project/ onthe said Land, as the case may be. The Promoter and its workmen/agents/contractors/employees and any third-party contracts shall be entitled to access and service such infrastructure and utilities over the said Land.
41. The Promoter shall be entitled to transfer and/ or assign the benefit of additional F.S.I./ T.D.R. or any other rights of the said Land to any third party and/or to allow any third parties to use and/ or consume T.D.R. or any other benefits or advantages of any other properties, on the said Property, who shall be entitled to all the rights mentioned above, including to do construction mentioned above.
42. For all or any of the purposes mentioned under this Agreement, the Promoter shall be entitled to keep and/ or store any construction materials, on any 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 or otherwise, the Allottee/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 prospective or other rights of any nature whatsoever. The Allottee/s directly and/ or indirectly, shall not do any act, deed, matter or thing, whereby the Promoter may be prevented from putting any such additional and/ or new construction and/ or shall not raise objection and/ or obstruction, hindrance or otherwise.
43. The Developers shall raise bills periodically on the Allottee/s in respect of his/her/their proportionate share of payment of outgoing for the premises in advance for each month from the date of occupation Certificate and the Allottee/s shall duly pay and discharge the same regularly within 7 days of the date of bills and Allottee/s shall not withhold the same for whatsoever reason. The amount paid by the Allottee/s shall not carry any interest and the same shall remain with the Promoter

until the management of the said building are handed over to the Society , where upon the Developers shall pay upon after making deduction and utilizing, appropriating and adjusting amount there from or otherwise, to the Society . The Promoter shall not be liable to render the account of the amount mentioned above individually to the Allottee/s at any time.

44. It is also understood and agreed by and between the parties hereto that the terrace space, if any in front or adjacent to a premises in the said building shall belong exclusively to the respective premises Allottee/s thereof along with the said premises and such terrace space is intended for the exclusive use of the respective terrace premises Allottee/s. The said terrace shall not be enclosed by such premises Allottee/s if so allotted unless and until the permission in writing is obtained from the consent local authority that is Slum Rehabilitation Authority and the Promoter or the Society or the Limited Company as the case may be for that purpose.

45. The Promoter shall be entitled to enter into separate agreement/agreements for allotment and sale of premises etc. of the additional construction done on the said building from time to time including by use of benefit of TDR, on such terms and conditions and with such amenities as the Promoter may deem fit and proper.

46. The Allottee/s shall not be entitled to claim or demand any separate and exclusive amenities or facility in respect of said building nor shall claim any division, sub-division or otherwise of any such facilities, amenities and/or the said property. However the Promoter shall at their option be entitled to do so if they so desire. The Allottee/s hereby confirm that the Promoter shall be entitled to provide and give any additional extra facility/amenity to the Allottee/s/Occupier of the additional construction premises on the said building as the Developers may desire and deem fit in their exclusive discretion.

47. It is expressly agreed, understood and confirm by the Allottee/s herein that the Promoter shall have full right, title and absolute authority and entitled to allot, permit use of any of the portion of the open space surrounding or adjacent to said Building to occupiers/Allottee/s of premises in other buildings.

48. The Promoter shall submit the application in that behalf to the Registrar for registration of a Co-operative Housing Society under the Maharashtra Co-operative Societies Act, 1960 or a Company or any other legal entity, within three months from the date or which fifty-one percent of the total number of allottees in such a building or a wing having booked their apartment.

49. The Promoter shall (subject to his right to dispose off the remaining flats, (if any) execute the conveyance of title within three months from the date of issue of occupancy certificate.

50. The Promoter shall not be liable to share the Maintenance charges, Electricity Charges, Water Charges, and other outgoings in respect of the unsold premises/stilt/podium/car

parking / open parking space. The Promoter will bear the Municipal Assessment taxes if any, payable and nothing else.

51. It is also expressly agreed that so long as it does not in any way effect or prejudice the right created in favour of the Allottee/s in respect of the said premises, the Promoter shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose off its right, title and interest in the said building and/or in the said property or any part thereof, including podium/stilt parking or open land surrounding the said building and give portion of open land as open parking space or in any other manner they deem fit including to assign and/or give on lease or sub-lease or otherwise any portion or portions of the said property and the same shall be binding on the Allottee/s. The Allottee shall not interfere with the rights of the promoters with any dispute raised or court injunction and/or under provisions of any other applicable law.
52. The Power and authority of the Allottee/s herein and the other Purchasers shall be subject to the overall power control and authority of the Promoter in any of the matters concerning the building and other structures on the said property, the construction and completion of building thereof and all amenities pertaining to the same and in particular the Promoter shall have absolute authority and control as regard the unsold premises/parking spaces etc. and disposed thereof.

51.The Promoter shall, if necessary, become the member of the society in respect of their rights and benefits conferred herein including with regard to unsold premises or otherwise. The Promoter shall be entitled to retain for them or their Associate/sister concerns/Directors/partner any one or more premises for such use and purpose as they may desire. If the Promoter transfers, assign and dispose of such rights and benefits at anytime to anybody, then, the respective assignee, transferee and/or the Allottee/s thereof shall become members of the society in respect of the said rights and benefits.

52. The Allottee/s for himself/herself/themselves with intention to bind all persons (into whosoever the premises may come) doth hereby covenants with Promoter as follows:

i. Not to cause any nuisance, obstruction, or interference to the construction of other building/buildings on the said property during the construction period and extend all necessary co-operation as may be required by the Developer/Promoter.

ii. Not to obstruct or interfere with a right of the Promoter to allow any portion of open space in the property and/or the said building for performance of Pooja, prayers, get together or any small function/social or religious functions by Allottee/s of premises of any of the buildings to be constructed on the said property.

iii. To maintain the Flat/Flats/stilt car parking space /open car parking space agreed to be sold under this Agreement at his/her/their own cost in good tenantable and condition from the date the possession of the premises is taken and shall not do or to be done anything in or to the building in which the premises is situated, staircase or any which may be against the Rules, Regulations or bye laws of concerned local

or any other authority change after or make addition in or to the building in which the premises is situated and the premises itself or any part thereof.

iv. Not to store in the premises any goods which are of hazardous, combustible or dangerous nature or are so happy as to damage the construction or structure of the building in which the said premises is situated or storing of which goods is objected to by the concerned local or other Authority and shall not carry or cause to be carried heavy packages whose upper floors which may damage or likely to damage the staircase, common passage or other structure of the building in which said premises is situated, including entrances of the building in which the said premises is situated and in case any damage is caused to the building on account of negligence or default of the Allottee/s, in this behalf, the Allottee/s/s shall be liable for the consequences of the breach.

v. To carry at his/her/their own cost all internal repairs to the said premises and maintain the premises in the same conditions state and Order which it was delivered by the Promoter to Allottee/s/s and shall not do cause to be done anything in or to the building in which said premises is situated or the premises which may violate the rules and regulations and bye laws of the concerned local Authority including MCGM or other Public Authority. In the event of the Allottee/s/s committing any act in contravention of the above provisions the Allottee/s/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other Public Authority. vi. Not to demolish or cause to be demolished the premises agreed to be allotted under presents or any part thereof, nor at any time make or cause to made any addition, alteration, partition of whatever nature therein or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the premises is situated and shall keep the portion, sewers, drains pipes in the building premises and appurtenances thereto in good tenable repair and condition and in particular, so as to support shelter and protect the other parts of the building in which the said premises is situated and shall not chisel or in any other manner damages to columns, beams, walls, slabs or RCC Pardis or other structural members in the premises without the prior written permission of the Promoter and/or the Society or the Limited Company.

vii. Not to do or permit to be done any act or thing which may render void or violable any insurance of the said property and the building in which the said premises is situated or any part thereof of whereby any increase premium shall become payable in respect of the insurance if so taken.

viii. Not to throw dirt rubbish, rags, garbage, other refuse or permit the same to be from the said premises in the compound or any portion of the said property and the building in which the premises is situated.

ix. Pay to the Promoter within 8 days of demanded by the Promoter their share of security deposit demanded by concerned Local Authority, MCGM or Government

or giving water, electricity or any other service or connections to the building in which the said premises is situated.

x. To bear and pay in proportion increase in local taxes, water charges, premium, deposit, security deposit, outgoings and such other levies if any, which are imposed or levied by the concerned Local Authority and/or Government and/or other Public Authority, on account of change

of user of the premises by the Allottee/s/s viz. user of any purposes other than for residential purpose or for any other purpose or reason whatsoever.

xi. Not to let, sub let transfer assign or part with possession his/her/their interest or benefit of this Agreement until all the dues payable to the Promoter under this Agreement are fully paid up and only if the Allottee/s/s had not been guilty breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s has/have obtain prior consent in writing from the Developer/Promoter. xii. To observe and perform all the rules and regulations which the Society/Organization may adopt as its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned Local Authority including BMC and of Government and other public bodies. The Allottee/s/s shall also observe and perform all the stipulations and conditions laid down by the Society/Organization regarding the occupation and use of the premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

xiii. Not to interfere, obstruct or object to the Promoter installing or permitting to install other facilities including installation of Mobile Tower Antenna etc as they may desired by Promoter and to cooperate with them.

xiv. To sign and execute all documents, forms, applications, writings, affidavits, etc. as may be required by the Promoter for effectually carrying out intention of the parties including to enable the Promoter to complete the project as contemplated under these presents.

xv. The Allottee/s shall either independently and/or jointly with other Allottee/s/s comply with, fulfill, observe and perform all obligations and covenants on his/her/their part contained under these presents.

53. The transaction covered by the contract at present is not understood to be a sale and/or rendering of service liable to tax under Sales Tax or works contract Law, I.T. Act or any other statue notification or circular of Government (State and/or Central). If, however, by reason of any amendment to the Constitution or enactment of any existing law or no introduction or enforcement of any statue, circular or notification by any Government (Central of State) this transaction is held to be liable to any tax as a sale, vat, service or otherwise in whatever form either as a whole or in part any inputs or materials or equipments used or supplied in execution of or in connection with this

transaction are liable to tax, the same shall be exclusively payable by the Allottee/s/s along with other Allottee/s/s on demand at any time and the Promoter shall not be held liable or responsible.

54. It is expressly agreed that the Promoter shall be entitled to sell the premises in the said building for the purpose of using the same as corporate Flats, storage Flat and/or other user as may permitted by the Local Concerned Authority in that behalf and the Allottee/s/s shall not be entitled to object the use of the premises for the aforesaid purpose at any time in future by the respective Allottee/s/s thereof.

55. All the deposits payable to the B.M.C. Reliance Infrastructure Ltd., Electricity Board, TATA Electricity Mahanagar Telephone for water connection and electricity charges drainage telephone connection gas connection or of permanent deposits in of the said building wherein the premises is which become payable shall be paid or reimbursed to the Promoter by the Allottee/s/s.

56. The Promoter shall be entitled to put up hoarding or neon light hoardings and/or allow to install and fit instruments, towers etc. to telecommunication company or agency on such terms and conditions as the Promoter and such companies may decide in their absolute discretion and the Allottee/s/s /Society shall not obstruct the same on the said property or on the said building or any part thereof or on the terrace or portion of the building and the said hoardings may be illuminated by neon sign and for that purpose the Promoter will be fully authorized to allow temporary or permanent construction or erection or installation either on the terrace or terraces or on the exterior of the said building as the case may be and the Allottee/s/s/Society agree not to object or dispute the same in any manner whatsoever.

57. If any Municipal rates, taxes, cesses, assessments are imposed on the said property due to such advertisements or hoardings put up on the open space or terraces or any other portion or compound walls of the said property, the same shall be borne and paid wholly by the Developer/Promoter. The Developers shall be exclusively entitled to the income that may be derived by the display of such advertisement, hoardings at any time thereafter. The Allottee/s/s will not object to the same for any reason whatsoever and shall allow the Developer/Promoter, their agents, servants etc. to enter into the said property, the terrace and any other open spaces in the said property for the purpose of putting and/or preserving and/or maintaining and/or removing the advertisements and/or hoardings. The Promoter shall be entitled to transfer or assign such right to any person or persons whom they may deem fit and the Purchasers or the Society shall not raise any objection thereto.

58. The ownership rights stated in sub-clause (b) & (c) above shall, be entitled, to exploit the said right, notwithstanding what is stated elsewhere in this Agreement and at all times, at their own cost and expenses, to bring in and install, maintain, operate, repair, paint, after and/or change the displays and the communication equipment as the case may be and carry out steel fabrication, related R.C.C. and other civil and other works and to approach the MCGM, Reliance Infrastructure Ltd or any other concerned

authorities, in their own right, for the purpose of obtaining licenses and other permissions and entitlements, in their own name for exploiting the said rights aforesaid and shall have full, free and complete right of way and means of access to the display, the communication equipment and the said terraces and shall bear and pay all municipal rates and taxes, license fees, entitlement fees and other payments as may become payable to the MCGM, the State Government, the Central Government and/or other concerned statutory authorities as changes and/or license fees charged for the purpose of exploiting the said rights.

59. The Allottee/s/s of the said building and the Society in the said building shall not change or remove the displays and/or communication equipment so installed under any circumstances and shall give to the Promoter and the assignees of the said rights, all necessary co-operation for enabling him/her/ them/it to install, maintain repair, change and operate the display/communication equipment, as the case may be, and exploit the said rights including by use of the common area and facilities of the said building for ingress and egress to and from the area in which such displays or communication displays are installed and shall ensure that no damage is done to the display and/or communication equipment and that no obstruction or hindrance is caused in the operation thereof.

60. Any delay tolerated or indulgence, shown by the Promoter in enforcing the terms of this agreement or any forbearance of giving of time to the Allottee/s/s by the Promoter shall not be construed as a waiver on the part of the Developers of any breach or non compliance of any of the terms and conditions of this Agreement by the Allottee/s/s or shall the same in any manner prejudice the rights of the Developer/Promoter.

61. It is specifically and expressly agreed that in the event of the Promoter require to install erect any structure or room for the purpose installation of Transformer or any other instrument to obtain necessary supply of electricity for the building to be constructed on the said property from Reliance Infrastructure Ltd/Electricity Board or any other concerned Authorities either within the said property or the building to be constructed thereon then in such event the Allottee/s/s shall bear and pay the said outstanding charges deposits and expenses to be incurred paid or deposited with the said or to any other Authorities for the said purpose, proportionately as may be decided by the Developer/Promoter. The Promoter shall not be held liable to bear and pay the said expenses, charges or deposits as ay be required to obtain electricity supply from the said Reliance Infrastructure Ltd/Electricity Board. The Promoter are hereby authorized to grant lease to the Reliance Infrastructure Ltd if required by them for installation of the substation for part portion of the property mentioned in the schedule hereunder written.

62. The Promoter shall be at full liberty to sell, assign, mortgage, to enter into Joint Venture or create any right or otherwise deal with their right and interest in the aforesaid property and building/s or any of them subject to the rights of the Purchasers under this Agreement. The Promoter shall have full right and absolute power and authority and will

be absolutely entitled to raise loan for development of the said property or otherwise and to keep the said property as security for repayment thereof.

63. The Promoter shall in respect of any amount remaining unpaid by the Purchasers under this Agreement have first lien and charge on the Flat/Flats/stilt car parking space/podium level car parking space/open car parking space agreed to be purchased/acquired by the Allottee/s/s.

64. It is expressly agreed and confirmed by Allottee/s that he/she/they shall be bound and liable to bear pay and discharge his/her/their share of taxes, rates, charges, cesses, maintenance charges and all other expenses penalties, premium duties and outgoings payable in respect of the Flat/Flats/stilt car parking space/podium level car parking space/open car parking space agreed to be purchased by the Allottee/s/s under this Agreement, from the date of Promoter intimate to the Allottee/s/s to take possession of the premises agreed to be purchased by the Allottee/s/s. Such date of handing over the possession the said premises will be intimated by the Promoter to the Allottee/s/s at their address given in present Agreement by registered post. The intention of the parties hereto being clear that irrespective of the fact whether the Allottee/s/ s take possession of the premises agreed to be purchased by him/her/them under these presents on the date intimated by the Promoter as aforesaid or not, or whether the Promoter demand for the same or not, the Allottee/s/s shall without any reservation or objection bear pay and discharge his/her/their share of the aforesaid taxes, charges, cesses, rates, maintenance charges expenses, penalties, duties, premium and outgoings etc. of the said premises and the said building. The decisions of the Promoter as regards the time period, proportion of the amount demanded shall be final and binding upon the Allottee/s/s.

65. The Allottee/s/s shall alone bear and pay stamp duty, Registration charges, GST, penalties and other costs, charges and expenses in respect of this Agreement the Developers shall not be held liable or responsible for payment or contribution towards such amounts. The Allottee/s/s shall lodge this Agreement and along with other Allottee/s/s of premises and/or cause the Society/Organization or Apex body to lodge Assignment for registration before the Sub-Registrar of Assurances including at Goregaon/Borivali within the time limit prescribed under the Indian Registration Act.1908. The Promoter shall attend the office and admit execution thereof after the Allottee/s/s informs the Promoter the number under which this Agreement is and other documents are lodged for registration.

66. Promoter shall not mortgage or create a charge: After the Promoter executes this Agreement, Promoter it 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 who has taken or agreed to take such said Premises. Provided however, that nothing shall affect the already subsisting mortgage/charge created over the said Premises as set out in Recitals above, which will be subject to the no-objection received from the mortgagees therein. The Promoter shall be entitled to scrutinize the Sale Price payable by the Allottee under this Agreement (or any part

thereof), in the manner permissible by law, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Sale Consideration payable by the Allottee under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee shall be required to make payment of the Sale Consideration and other amounts payable in accordance with this Agreement, in the manner as intimated.

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

68. Entire Agreement:

This Agreement, along with its schedules and annexes, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, booking form, letter of acceptance, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

69. Right to Amend:

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

70. Provisions of this Agreement applicable to Allottee/subsequent allottees: 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 allottees of the said Premises, in case of a transfer, as the said obligations go along with the said Premises, for all intents and purposes.

71. Severability:

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

72. Method of calculation of proportionate share:

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the RERA Carpet Area of the said Premises to the total RERA Carpet Area of all the other premises/units/areas/spaces in the Real Estate Project or the Whole Project or as decided by the said Society, as the case may be.

73. 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 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.

74. Place of Execution:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Mumbai. After the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai.

75. The Allottee and/or Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoter will attend such office and admit execution thereof.

76. All notices, intimations, letters, communication etc. to be served on or given to the Purchasers as contemplated by this Agreement shall be deemed to have been duly served by Registered post or Certificate of Posting at his/her/their address as specified below.

Name:- _____.

Address:_____

_____

JOINT ALLOTTEES:

77. That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee 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 Allottees.

78. Stamp Duty and Registration Charges:

The charges towards stamp duty fees and registration charges of this Agreement shall be borne by the Allottee alone.

79. Dispute Resolution:

Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to the Authority as per the provisions of the RERA and the Rules and Regulations, there under Governing Law:

80. This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India as applicable in Mumbai, and the Courts of Law in Mumbai will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

81. The Permanent Account Number of the parties hereto are as follows:-

Parties	Pan No.

82. The provisions of the Act, the Rules and Regulations as amended up-to date shall be binding upon the promoter as well as 2 (two) clauses of the model form of agreement at Annexure 'A' of Rule 10 (1) of the Rules which are considered by the Authority as non-negotiable, irrespective of what is agreed upon between the promoters and the allottees in the registered agreement for sale executed between the said parties and all such clauses in the registered agreement for sale shall be considered as void ab initio and not binding upon the allottees.

IN WITNESS WHEREOF the Promoter and the Allottee/s/s has/have hereto set and subscribed their respective hands and seals the day and year hereinabove written.

FIRST SCHEDULE ABOVE REFERRED TO

ALL that piece and parcel of land bearing Survey No. 181, Hissa No. 1, Corresponding to C.T.S. 177, 177/1 to 11, admeasuring 620.5 sq. mts. Equivalent to 765 sq. yards lying and being at Village Malad (East), Taluka – Borivali, District, and bounded as follows

On or towards the North :- Plot of Zaveri Sheth C.T.S. No.176.

On or towards the South :- Property of Hasmukhgauri Mangisdas C.T.S. No. 178

On or towards the East :- Property of Mangalal Bhagwandas C.T.S. No. 179 On or

towards the West: A road known as Manchhubhai Road

THE SECOND SCHEDULE ABOVE REFERRED TO: (NEW FLAT)

Flat No. _____ Carpet area admeasuring _____ sq.metres on _____ floor in the building known as _____ situated on the piece and parcel of land bearing C.T.S. 177, 177/1 to 11, admeasuring 620.5 sq. mts. Equivalent to 765 sq. yards. lying being and situated at Village Malad (East), Taluka Borivali, Mumbai Suburban District.

SIGNED SEALED AND DELIVERED by the
within named Promoter
M/S. RAJHANS RESIDENCY
Through its Authorized Partner
MR. RAJESH VALLBHBHAI SHINGALA

Photo	L.H.T.I.	Signature

SIGNED SEALED AND DELIVERED by the
within named allottee/s
Mr._____

Photo	L.H.T.I.	Signature

Mrs._____

Photo	L.H.T.I.	Signature

Witness:

1.

2.

RECEIPT

RECEIVED from the within named Allottee/s/s a sum of Rs. _____ /-

(Rupees _____ only) by a Cheque drawn on _____, bearing no. _____ dated _____ being the amount of part purchase price payable by them to us on or before the execution of this Agreement.

WE SAY RECEIVED,

For, M/S. RAJHANS RESIDENCY

MR. RAJESH VALLBHBHAI SHINGALA

(PARTNER)

****

On this ___ Day of _____2022

****

BETWEEN

M/S. RAJHANS RESIDENCY

……. “THE PROMOTER”

AND

Mr. _____

…….. ALLOTTEE/S

****

AGREEMENT FOR SALE

****

S.T. Borkar
Advocate High Court
Dahisar (West),