AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("this Agreement") is made at Mumbai this _____ day of _____, TWO THOUSAND AND TWENTY FOUR.

: BETWEEN:

M/s. GUN RAJAN CONSTRUCTIONS (PAN : AAUFG9592K), a Partnership Firm duly registered under the Partnership Act 1932, and having its registered office at Shop No.1, Building No.11, Sah Nivas Co-operative Housing Society ltd., Near Dutt Mandir, Vivek College Road, Siddharth Nagar No.4, Goregaon (West), Mumbai 400 104, represented through its Partners **1) MR. RAJESH JAYANTILAL SHAH (PAN : AFDPS6216A)** aged 61 years **& 2) MR. SACHIN JAYANTILAL SHAH (PAN : AFDPS6208N)** aged 62 years, Indian Inhabitants of Mumbai,, hereinafter referred to as **"THE PROMOTERS"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its Partner or partners of the said firm for the time being, the survivor or survivors of them, their respective heirs, executors, administrators and permitted assigns) of the **ONE PART** ;

:AND:

1. _____ **(PAN :** _____**),** aged _____ years,

2. _____ **(PAN :** _____**),** aged _____ years, Indian Inhabitants, having address at _____

_____

_____, hereinafter referred to as "**THE ALLOTTEE/S**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors, administrators and assigns) of the **OTHER PART;**

: WHEREAS:

1. **Description of the Property**

The Promoters are seized and possessed of and otherwise well and sufficiently entitled to undertake the construction and development in respect of **a)** All that Piece and Parcel of Leasehold Land bearing Plot No.18 admeasuring 901.30 square meters or thereabouts along with the Structures being a Building standing thereon and known as "**Vallabh Krupa**" bearing CTS No.644, 644/6 to 644/11 of Village : Pahadi Goregaon West, Taluka : Borivali, Mumbai Suburban District lying and being situated at Plot No.18, Jawahar Nagar, S. V. Road, Goregaon (West), Mumbai 400 104 **(hereinafter referred to as "the Property No.1")** & **b)** All that Piece and parcel of Leasehold Land admeasuring 666.10 square meters or thereabouts (as per property card) along with structures standing thereon being a Building known as **"Kanti Smruti"** bearing C.T.S. Nos.645, 645/1 and 645/2 of Village Pahadi Goregaon West, Taluka : Borivali in the Registration District of Mumbai City and Sub–district Mumbai Suburban lying and being situated at Plot No.18A, Jawahar Nagar, Goregaon (West), Mumbai – 400 104 **(hereinafter referred to as "the Property No.2")** and more particularly described in the First Schedule hereunder written and hereinafter collectively referred to as (**"the said Property"**).

2. **Recitals of the Property Vallabh Krupa Co-operative Housing Society Ltd.**

a. By an Indenture dated 9th August, 2005 which was duly registered through a Deed of Confirmation dated 9th May, 2006 with the Sub-Registrar of Assurances at Mumbai under Serial No.BDR-10-03506-2006, the said Vallabh Krupa Co-operative Housing Society Ltd. **(hereinafter referred to as "THE FIRST SOCIETY")** became absolutely entitled to Leasehold rights in respect of All that Piece and Parcel of Leasehold Land bearing Plot No.18 admeasuring 901.30 square meters or thereabouts along with the Structures being a Building standing thereon and known as "**Vallabh Krupa**" bearing CTS No.644, 644/6 to 644/11 of Village : Pahadi Goregaon West, Taluka : Borivali, Mumbai Suburban District lying and being situated at Plot No.18, Jawahar Nagar, S. V. Road, Goregaon (West), Mumbai 400 104.

b. By virtue of the above , the said Vallabh Krupa Co-operative Housing Society Ltd. became absolutely entitled to Leasehold rights in respect of All that Piece and Parcel of Leasehold Land bearing Plot No.18 admeasuring 901.30 square meters or thereabouts along with the Structures being a Building standing thereon and known as "**Vallabh Krupa**" bearing CTS No.644, 644/6 to 644/11 now renumbered and reconstituted as CTS no.644/A/1 and CTS no.644/A/2 of Village : Pahadi Goregaon West, Taluka : Borivali, Mumbai Suburban District lying and being situated at Plot No.18, Jawahar Nagar, S. V. Road, Goregaon (West), Mumbai 400 104 and more particularly described in the Second Schedule hereunder written.

c. The building of the said Vallabh Krupa Co-operative Housing Society Ltd. is in a dilapidated condition and beyond economical repairs and in view thereof, the members of the Society were desirous of and resolved to redevelop the property by appointing a fit and a proper entity engaged in

the business of development and redevelopment of immovable properties to undertake the redevelopment of its property.

3. **Recitals of the Property Kanti Smruti Co-operative Housing Society Ltd.**

a. The Jawahar Nagar Co-operative Housing Society Ltd., a Co-operative Housing Society duly registered under the provisions of Mumbai Co-operative Housing Society Act, 1925 and deemed to have been registered under the provisions of Maharashtra Co-operative Societies Act, 1960 (hereinafter for brevity's sake referred to as "**the said Parent Society**") is fully seized and possessed of and/or otherwise well and sufficiently entitled to have and hold various plots of land forming part of Survey No. 105 to 110, 146 and 147, as an absolute owner thereof, being lying and situated at Village Pahadi, Goregaon, within the Registration sub-district of Borivali and in the District Mumbai Suburban.

b. The said Parent Society has evolved Housing Scheme and therefore prepared a private layout and sub-divided various plot of land in to different plots of land, consisting of different sizes.

c. The Parent Society demised the plot being all that piece and parcel of leasehold land bearing CTS Nos.645, 645/1 & 645/2, admeasuring 800 square yards or thereabouts of Mauje (Village) Pahadi within the Registration District and Sub-District of Mumbai City and Mumbai Suburban and lying being and situate at Plot No.18 A, Jawahar Nagar, Goregaon (West), Mumbai 400 104 to one **SMT. RAMABAI GANESH KUDYADI** for a period of 998 years.

d. By and under an Indenture dated 8th September, 1978 (hereinafter referred to as **"the Conveyance Deed"**) **SMT. RAMABAI GANESH KUDYADI** transferred all her right, title and interest in respect of the property being all that part portion of leasehold land bearing CTS Nos.645, 645/1 & 645/2, admeasuring 800 square yards or thereabouts of Mauje (Village) Pahadi within the Registration District and Sub-District of Mumbai City and Mumbai Suburban and lying being and situate at Plot No.18 A, Jawahar Nagar, Goregaon (West), Mumbai 400 104 (hereinafter referred to as the "**Said Land**") along with the building standing thereon along with the said Shares in favour of **(1) MR. JAGDISH KANTILAL MEHTA, (2) SMT. TARABEN KANTILAL MEHTA & (3) SMT. NIRMALABEN DINESH MEHTA**. The aforesaid Conveyance Deed is duly stamped and registered with the Sub-Registrar of Assurances, Bombay under Serial No. S/2105/1978.

e. By an agreement dated 29th July, 1979, **(1) MR. JAGDISH K. MEHTA, (2) SMT. TARABEN K. MEHTA & (3) SMT. NIRMALABEN DINESH MEHTA** (hereinafter referred to as the "**Previous Owners**"), the lessees of the Said Land, agreed to allow **M/s. BHAVANA CONSTRUCTION COMPANY**, a Partnership firm, to develop the Said Land as per the terms and conditions in the manner contained therein.

f. Thereafter somewhere in or around 1985, **M/s. BHAVANA CONSTRUCTION COMPANY** constructed a building known as Kanti

Smruti comprising of Stilt + 7 Upper Floors consisting of total 13 Flats with lift on the Said Land.

g. That the said **M/s. BHAVANA CONSTRUCTION COMPANY** sold all the 13 Flats of the building to purchasers on ownership basis by executing individual agreement for sale as per section 4 of The Maharashtra Ownership Flats Act, 1963 ('**MOFA**').

h. All the purchasers of the Flats of the building constituted amongst themselves and formed a society known as Kanti Smruti Co-operative Housing Society Limited **(hereinafter referred to as "THE SECOND SOCIETY")** and registered the same under the provisions of the Maharashtra Co-operative Societies Act, 1960 under Registration No. MUM/WP/HSG/TC/12078/2003-2004.

i. The Previous Owners and **M/s. BHAVANA CONSTRUCTION COMPANY** jointly were required to assign / lease the land with the building constructed thereon comprising of Stilt + 7 upper floors consisting of total 13 Flats with lift known as Kanti Smruti Co-operative Housing Society Ltd. in favour of the Second Society as provided under Section 11 of the MOFA read with Rule 9 of the Maharashtra Ownership Rules, 1964. The Previous Owners therein and **M/s. BHAVANA CONSTRUCTION COMPANY** failed to comply with the statutory obligation of leasing the land and the newly constructed building in favour of the said Second Society.

j. That, the said Second Society, therefore, made an application for Unilateral Deemed Lease Assignment. The Competent Authority as per facts of the case issued Order cum Certificate bearing No. DDR – 4/ MUM /D.C/ Kanti Smruti C.H.S.L./ 1560/2019 dated 18/06/2019 certifying that the said Society is entitled to unilateral lease assignment of the said Land and the building. The said Second Society executed the Deemed Lease Assignment Deed dated 05th June, 2020 and registered the same with the Sub Registrar of Assurances bearing registration No.BRL-5/4833 of 2020.

k. By virtue of the above, Kanti Smruti Co-operative Housing Society Ltd. became absolutely entitled to Leasehold rights in respect of All that Piece and parcel of Leasehold Land admeasuring 666.10 square meters or thereabouts (as per property card) along with structures standing thereon being a Building known as **"Kanti Smruti"** bearing C.T.S. Nos.645, 645/1 and 645/2 of Village Pahadi Goregaon West, Taluka : Borivali in the Registration District of Mumbai City and Sub–district Mumbai Suburban lying and being situated at Plot No.18A, Jawahar Nagar, Goregaon (West), Mumbai – 400 104 and more particularly described in the Second Schedule hereunder written.

l. The building of the said Kanti Smruti Co-operative Housing Society Ltd. is in a dilapidated condition and beyond economical repairs and in view thereof, the members of the Society were desirous of and resolved to redevelop the property by appointing a fit and a proper entity engaged in the business of development and redevelopment of immovable properties to undertake the redevelopment of its property.

4. **Development Agreement**

a. By an Agreement for Redevelopment dated 26th October, 2021 made and entered into **: BETWEEN : VALLABH KRUPA CO-OPERATIVE HOUSING SOCIETY LTD. i.e. "THE FIRST SOCIETY" herein,** herein referred to as **"THE SOCIETY"** of the **ONE PART** ; **: AND : (1) MR. RAMANLAL DHIRAJLAL DARJI, (2) MR. SANJAY BHANJIBHAI WAGHELA, (3) MR. DINESH VADILAL PARI, (4) MR. HITESH NARENDRABHAI SHAH & MRS. KINNARI DEEPAK SHAH, (5) MR. PRAVIN RAMANNA SHETTY, (6) MR. VALJI B BHANUSHALI & MRS. RADHA VALJI BHANUSHALI, (7) MRS. MALA KETAN SHAH & MR. JAINAM KETAN SHAH, (8) MR. PIYUSH KANTILAL KOTHARI, (9) MR. CHETAN SURESH SHAH & MRS. KAMINI CHETAN SHAH, (10) MR. DHANESH HIRALAL CHOKSI, (11) MR. SURESH SHANKARLAL JAIN, (12) MR. GOVIND JAGJIVANDAS KIRI, (13) MRS. RATANBEN BABULAL JAIN, (14) MR. BABULAL PUKHARAJ JAIN, (15) MR. BHOGILAL DHIRAJLAL DARJI & MR. BHAVESH BHOGILAL DARJI, (16) MR. HITENDRA JAYANTLAL SHAH & MRS. NAYANA H SHAH, (17) MR. UMESH CHIMANLAL SHAH & MRS. ALPA UMESH SHAH, (18) MR. LALCHAND CHAMPALAL JAIN, (19) MR. GIRISH R SHAH & MRS. JAGRUTI GIRISH SHAH, (20) MR. CHANDRAMOHAN M. MISHRA, (21) MR. JAINAM KETAN SHAH & MRS. MALA KETAN SHAH, (22) MRS. CHELNA DINESH JAIN & MR. DINESH D JAIN, (23) MR. RAMANLAL DHIRAJLAL DARJI, (24) MRS. SARYUBEN ARUNKUMAR SHAH, (25) MR. VIMALKANT A MIGLANI,** therein referred to as **"THE CONFIRMING PARTIES/MEMBERS"** of the **SECOND PART** ; **: AND : M/s. GUN RAJAN CONSTRUCTIONS i.e. "THE PROMOTERS" herein,** therein referred to as **"THE DEVELOPERS"** of the **THIRD PART** ; Whereby the said Vallabh Krupa Co-operative Housing Society Ltd. with the consent and confirmation of its Members granted the Development rights in respect of its property being All that Piece and Parcel of Leasehold Land bearing Plot No.18 admeasuring 901.30 square meters or thereabouts along with the Structures being a Building standing thereon and known as "**Vallabh Krupa**" bearing CTS No.644, 644/6 to 644/11 of Village : Pahadi Goregaon West, Taluka : Borivali, Mumbai Suburban District lying and being situated at Plot No.18, Jawahar Nagar, S. V. Road, Goregaon (West), Mumbai 400 104 unto and in favour of "THE PROMOTER" herein on the terms, conditions and covenants contained therein.

b. That, the above said Agreement for Redevelopment dated 26th October, 2021 was duly stamped and registered with the Joint Sub Registrar Borivali 6, M.S.D. under Document Serial No. BRL6-16084-2021 on 26.10.2021.

c. That, the said **VALLABH KRUPA CO-OPERATIVE HOUSING SOCIETY LTD.** along with the execution of the above referred Agreement for Redevelopment dated 26th October, 2021 have also executed a Power of Attorney dated 26th October, 2021 unto and in favour of **1) MR. RAJESH JAYANTILAL SHAH & 2) MR. SACHIN JAYANTILAL SHAH** Partners of the **M/s. GUN RAJAN CONSTRUCTIONS** for carrying out the development of the its Property.

d. That the said Power of Attorney dated 26th October, 2021 is duly stamped and registered with Joint Sub Registrar Borivali 6, M.S.D. under Document Serial No.16086 on 2021.

e. By a Development Agreement dated 30th November, 2022 made and entered into **: BETWEEN : KANTI SMRUTI COOPERATIVE HOUSING SOCIETY LTD. i.e. "THE SECOND SOCIETY"** herein**,** therein referred to as **"THE SOCIETY"** of the **ONE PART** ; **: AND : 1) MR. SHAILESH JAYANTILAL SHAH, 2) a) MRS. VARSHA SHAILESH SHAH & b) MR. SHAILESH JAYANTILAL SHAH, 3) MR. KISHOR CHUNILAL SHAH, 4) MR. KISHOR CHUNILAL SHAH, 5) a) MR. RAVINDRABHAI BHAILAL PATEL & b) MRS. SAVITABEN R. PATEL, 6) a) MR. RASIKLAL DEVSHI SAVLA & b) MRS. HIRABEN RASIKLAL SAVLA, 7) MR. RAKESHBHAI K. MEHTA, 8) MR. HASMUKHLAL KIRTILAL MEHTA, 9) a) MRS. NIRUPABEN NAVINCHANDRA SHAH, b) MR. PRATIK NAVINCHANDRA SHAH & c) MR. RITESH NAVINCHANDRA SHAH, 10) a) MR. AJIT GHEVARCHAND KHIMAWAT & b) MRS. SHAKUNTALA AJIT KHIMAWAT, 11) MR. MEHUL JAGDISH MEHTA, 12) MR. MEHUL JAGDISH MEHTA and 13) MR. MEHUL JAGDISH MEHTA,** therein referred to as **"THE CONFIRMING PARTIES/MEMBERS"** of the **SECOND PART** ; **: AND : GUN RAJAN CONSTRUCTIONS i.e. "THE PROMOTERS"** herein, therein referred to as **"THE DEVELOPER"** of the **OTHER PART** ; Whereby the said "THE SECOND SOCIETY" with the confirmation of "THE CONFIRMING PARTIES/MEMBERS" granted the development rights in respect of its Property being All that Piece and parcel of Leasehold Land admeasuring 666.10 square meters or thereabouts (as per property card) along with structures standing thereon being a Building known as **"Kanti Smruti"** bearing C.T.S. Nos.645, 645/1 and 645/2 of Village Pahadi Goregaon West, Taluka : Borivali in the Registration District of Mumbai City and Sub–district Mumbai Suburban lying and being situated at Plot No.18A, Jawahar Nagar, Goregaon (West), Mumbai – 400 104 unto and in favour of the said Promoters herein together with all rights, title, interest, benefits, etc. on the terms, conditions and covenants contained therein.

f. That the above said Development Agreement dated 30th November, 2022 was duly stamped and registered with Joint Sub Registrar Borivali 6, M.S.D. under Document Serial No.24004 on 2022.

g. That the said **KANTI SMRUTI CO-OPERATIVE HOUSING SOCIETY LTD.** along with the execution of the above referred Agreement for Redevelopment dated 30th November, 2022 have also executed a Power of Attorney dated 30th November, 2022 unto and in favour of **1) MR. RAJESH JAYANTILAL SHAH & 2) MR. SACHIN JAYANTILAL SHAH** Partners of the **M/s. GUN RAJAN CONSTRUCTIONS** for carrying out the development of the its Property.

h. That the said Power of Attorney dated 30th November, 2022 is duly stamped and registered with Joint Sub Registrar Borivali 6, M.S.D. under Document Serial No. 24005 on 2022.

5. **Amalgamation**

The First Society and the Second Society had severally appointed the Promoters herein to redevelop its respective properties by demolishing the existing respective building structures and reconstruct a new building by amalgamation of its respective properties in place thereof and also to construct additional flats by using the FSI / TDR as per B.M.C. Rules and Regulations at the cost of Promoters, and upon certain terms and conditions.

6. **Permissions / Sanctions**

a. That the necessary I.O.D. for carrying out the redevelopment work has been issued by M.C.G.M. under File No. P-10016/2022/(644 (PT) And Other)/P/S Ward/PAHADI GOREGAON-W there of hereto annexed and marked as **Annexure "1".**

b. "THE PROMOTERS" have received Commencement Certificate (CC) for carrying out the redevelopment work which has been issued by Brihanmumbai Mahanagarpalika under No. P-10016/2022/(644 (PT) And Other)/P/S Ward/PAHADI GOREGAON-W/CC of dated 10th November, 2023 there of hereto annexed and marked as **Annexure "2"**.

7. The Promoters are entitled and enjoined upon to construct buildings on the said Property in accordance with the recitals hereinabove in accordance with the plans sanctioned by the Municipal Corporation of Greater Mumbai ("MCGM"). "THE PROMOTERS" have got the plans, the specifications, elevations, sections and details of the said building/s to be constructed on the said Property approved from the concerned local authorities.

8. In accordance with the plans sanctioned by the MCGM "THE PROMOTERS" are developing the said Property described in the First Schedule hereunder written and are constructing thereon building/s ("the said building/s") to be known as "VALLABH KRUPA CHSL" consisting inter alia of ground + 1st commercial + 3 podium + 16 upper Floors. AND WHEREAS the Promoters have proposed to construct on the said Property consisting of one building with 2 wings comprising of ground + 20 upper Floors.

9. AND WHEREAS the Allottee/s is offered an Apartment/Unit bearing number _____ on the _____ Floor, (herein after referred to as the said "Apartment/Unit") in the Building called and named as "VALLABH KRUPA CHSL" (herein after referred to as the said "Building") being constructed by the Promoters.

10. AND WHEREAS the Promoters have entered into a standard agreement with Architect MR. RASHIK P. HINGOO registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects**;**

11. AND WHEREAS the Promoters have appointed a structural Engineer Mr. HIREN M. TANNA for the preparation of the structural design and drawings of the buildings and the Allottee/s accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

12. The development of the above said Property constitutes the Entire Project (as defined below) of the Promoters and proposed as a "real estate project" by the Promoters and is developed on the said Property and the same has been registered as a 'real estate project' ("the Real Estate Project") under the name of VALLABH KRUPA CHSL 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 Authority has duly issued the Certificate of

Registration bearing No. P51800054796 Dated 13/02/2024 for the Project and a copy of the RERA Certificate is annexed and marked as Annexure "3" hereto.

13. The principal and material aspects of the development of the Real Estate Project as sanctioned under the RERA Certificate, are briefly stated below-

i. The Real Estate Project shall be known as "**VALLABH KRUPA CHSL**"

ii. The Real Estate Project shall comprise of Apartment/Units/premises consisting of Apartment/Units, Apartment/Unit/s, tenement/s, offices, shops, and shall always be known as **"VALLABH KRUPA CHSL"**;

iii. The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee/s and are listed in the Third Schedule hereunder written ("Real Estate Project/Entire Project Amenities").

iv. The Promoters shall be entitled to put hoarding/boards of their Brand Name in the form of Neon Signs, MS Letters, Vinyl & Sun Board on the Real Estate Project and the façade, terrace, compound wall or other part of the Real Estate Project. The Promoters shall also be entitled to place, select, decide hoarding/board sites.

14. The Allottee/s has verified all the details in relation to the Real Estate Project and the certification of the Promoters on the website of the Authority at https://maharera.mahaonline.gov.in.

15. 15. AND WHEREAS by virtue of the Development Agreement and Power of Attorney the Promoters have sole and exclusive right to sell the Apartment/Units in the said building to be constructed by the Promoters on the said Property and to enter into Agreement with the Allottee/s(s)/s of the Apartment/Units to receive the sale consideration in respect thereof;

16. AND WHEREAS the Promoters have informed the Allottee/s that the Promoters have availed of certain loans/financial facility/assistance from _____ (hereinafter referred to as "the Lender") and as a security for repayment of such loans/financial facility/assistance, the development rights held by the Promoters in respect of the said Property of construction of the Proposed Sale Building on the said Property and Flats coming to the Share of The Promoters under the above referred a) Agreement for Redevelopment dated 26th October, 2021 & b) Development Agreement dated 30th November, 2022 stand as security in the Proposed Sale Building (including the said Flat). The Allottee/s has/have executed this Agreement after understanding the aforesaid in all respects. "THE PROMOTERS" have obtained the necessary NOC from the said _____for the sale of the above referred Flat by them to "THE ALLOTTEE/S" herein, which is marked as **"ANNEXURE 4"**.

17. AND WHEREAS on demand from the Allottee/s, the Promoters have given inspection to the Allottee/s of all the documents of title relating to the said Property and the plans, designs and specifications prepared by the Promoters' Architects _____ and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder ;

18. AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoters, authenticated copies of Property card showing the nature of the title of the Promoters to the project land on which the Apartment/Units are constructed or are to be constructed have been annexed hereto and marked as **Annexure "_____" and "_____"** respectively.

19. AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been verified by the Allottee/s.

20. AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoters and according to which the construction of the buildings and open spaces are proposed to be provided for have also been verified by the Allottee/s.

21. AND WHEREAS the authenticated copies of the plans and specifications of the Apartment/Unit agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed and marked as **Annexure "____";.**

22. The Allottee/s has, prior to the date hereof, examined a copy of the RERA Certificate and has caused the same 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 Entire Project. The Allottee/s has also examined all documents and information uploaded by the Promoters on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.

AND WHEREAS the Promoters have got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

SR. No.	**DESCRIPTION**	**ANNEXURE**
1	I.O.D.;	1
2	Commencement Certificate;	2
3	RERA Certificate;	3
4	Flat NOC from _____ ;	4
5	Certificate of title of the said Plot issued by Advocate;	5
6	Property card;	6
7	Sketch plan of the Flat ;	7

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said Property and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Promoters have accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Allottee/s has applied to the Promoters for allotment of an Apartment/Unit No._____ on _____ Floor situated in the building being constructed in the said Project,

AND WHEREAS the carpet area of the said Apartment/Unit is _____ square meters equivalent to _____ sq. ft. carpet area as per RERA means the net usable floor area of an Apartment/Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment/Unit for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Apartment/Unit for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the Apartment/Unit.

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 said Act the Promoters is required to execute a written Agreement for sale of said Apartment/Unit with the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

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

1. RECITALS TO FORM AN INTEGRAL PART:

The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are 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. DEFINITIONS:

In this Agreement, unless the context otherwise requires (i) capitalized terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; and (ii) the following expressions shall have the following meanings assigned to them herein below:

2.1. 'Building' shall mean the Building where the said Apartment/Unit is located.

2.2. 'Carpet Area' shall have the meaning ascribed to it in Section 2(k) of the Act.

2.3. 'Common Areas' shall mean and include amenities and facilities more particularly set out in Third Schedule hereunder written;

2.4. 'Interest' shall have the meaning ascribed to it in the RERA read with the RERA Rules.

2.5. Land/s shall mean **a)** All that Piece and Parcel of Leasehold Land bearing Plot No.18 admeasuring 901.30 square meters or thereabouts along with the Structures being a Building standing thereon and known as "**Vallabh Krupa**" bearing CTS No.644, 644/6 to 644/11 of Village : Pahadi Goregaon West, Taluka : Borivali, Mumbai Suburban District lying and being situated at Plot No.18, Jawahar Nagar, S. V. Road, Goregaon (West), Mumbai 400 104 & **b)** All that Piece and parcel of Leasehold Land admeasuring 666.10 square meters or thereabouts (as per property card) along with structures standing thereon being a Building known as **"Kanti Smruti"** bearing C.T.S. Nos.645, 645/1 and 645/2 of Village Pahadi Goregaon West, Taluka : Borivali in the Registration District of Mumbai City and Sub–district Mumbai Suburban lying and being situated at Plot No.18A, Jawahar Nagar, Goregaon (West), Mumbai – 400 104 (hereinafter referred to as "the said Project Land") but shall not include the surrounding lands.

2.6. Occupation Certificate shall mean Certificate issued by the Municipal Corporation of Greater Mumbai under the Maharashtra Regional Town Planning Act, 1966;

2.7. Possession Date shall mean **31/10/2026.**

2.8. Project/Real Estate Project shall mean the development of the Building and includes common areas, development works, and all easementary rights to the External Development Work

2.9. RERA means Real Estate (Regulation and Development) Act, 2016;

2.10. 'RERA Rules' means Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017

2.11. 'Apartment/Unit' shall mean residential / commercial premises bearing Flat/Shop/office **No.**_____ on _____ Floor of the Building known as "_____ _____" of the Real Estate Project known as "VALLABH KRUPA CHSL".

3. PURCHASE OF THE APARTMENT/UNIT AND CONSIDERATION:

3.1. The Allottee/s hereby agrees to purchase and acquire from the Promoters, and the Promoters hereby agrees to sell to the Allottee/s, the **Apartment/Unit** bearing **No.**_____ on _____ Floor in the Building known as "VALLABH KRUPA CHSL" of the Real Estate Project known as "VALLABH KRUPA CHSL" delineated on the floor plan thereof hereto annexed and marked Annexure **"7"** and shown in [red] coloured was and more particularly described in the "**Fourth" Schedule** hereunder written, at or for the lumpsum consideration of Rs._____/- (Rupees _____ Only) ("**the Sale Consideration**"). The Allottee/s agrees, undertakes and confirms that the above said Sale Consideration amount is after taking into account all the benefits available and/or derived on account of transition to GST.

3.2. As incidental to the beneficial use of the said Apartment/Unit, the

Promoters has;

a. permitted the Allottee/s the exclusive use and occupation of constructed areas free of FSI including enclosed balcony/verandah/pocket terrace, niches, flower-beds, ornamental projections, etc. and additional spaces appurtenant to the said Apartment/Unit and shown in Red colour hatch lines on the plan annexed hereto and marked as Annexure "7" (hereinafter referred to as "the Additional Areas") of approximately _____ sq. ft. This total aggregates to approximately _____ sq. ft. The Additional areas shall be exclusive to the said Apartment/Unit and shall be limited common areas and facilities. The additional areas and the said Apartment/Unit shall hereinafter referred to as "the said Premises". The carpet area of the said Premises is hereinafter referred to as "The Aggregate areas".

b. reserved for the Allottee/s _____Nos. of car parking Spaces under the stilts of the building subject to the terms and conditions as mentioned in Clause 4) herein below.

3.3. The Allottee/s hereby agree/s and undertake/s to pay to that Promoters the above referred **entire** amount of Sale Consideration of Rs._____/- (Rupees _____ _____ Only) in the following manner:

Sr. No	**Amount (Rs.)**	**Particulars**
1.	10%	has been paid by the Flat/Shop Allottee/s to "THE PROMOTERS" on or before execution of these presents as and by way of Earnest Money.
2.	35%	to be paid within 15 days to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.
3.	10 %	to be paid within 15 days of Casting of the First slab
4.	10 %	to be paid within 15 days of Casting of the Second slab
5.	5 %	to be paid within 15 days of Casting of the Third slab
6.	15 %	to be paid within 15 days of the completing of the Brick Work and Plaster Work of the said Building.
7.	15 %	to be paid within 15 days of the completing of the Electrical Work and Tilling Work of the said Building.
8.	5 %	to be paid against receiving possession of the aforesaid shop/office/flat being offered.

3.4. The Promoters shall issue notice to the Allottee/s intimating the Allottee/s about the stage wise completion of the said Building as detailed in the clause (the payment at each stage is individually referred to as **"the Installment"** and collectively referred to as "**the Installments**"). The payment shall be made by the Allottee/s within 7 (seven) days of the Promoters making a demand for the payment of the Installment, time being the essence of the contract.

3.5. The payment by the Allottee/s in accordance with Clause 3.3 is the basis of the Sale Consideration and is one of the principal, material and fundamental terms of this agreement (time being the essence of the contract.) The Promoters have agreed to allot and sell the said Apartment/Unit to the Allottee/s at the Sale Consideration inter-alia

because of the Allottee/s having agreed to pay the Sale Consideration in the manner more particularly detailed in the Clause 3.3 hereunder written. All the Installments payable in accordance with this agreement with respect to the completion of the stage of construction on the date of signing of this agreement shall be paid by the Allottee/s simultaneously on the execution of this Agreement.

3.6. The Sale Consideration excludes taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, GST 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 Apartment/Unit/Premises and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including service tax, VAT, GST 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 Apartment/Unit/Premises, shall be borne and paid by the Allottee/s alone and the Promoters shall not be liable to bear or pay the same or any part thereof.

3.7. The Allottee/s, as required under the provisions of Section 194 IA of the Income Tax Act, 1961, will deduct the T.D.S. from the Sale Consideration and promptly deposit the T.D.S. amount with the concerned authority. The Allottee/s shall without fail within the time prescribed by the Income Tax Act, 1961 furnish a signed original copy of the TDS Certificate (Form 16B) to the Promoters. In the event the Allottee/s fail to deposit the TDS amount with concerned authority within the stipulated period or fail to furnish to the Promoters the signed original copy of the TDS certificate within the period specified herein, then in such event, the Allottee/s alone shall be liable to bear and pay interest, penalty and fees to the Government as may be applicable on account of delay or failure to abide by this condition. The Allottee/s agrees to abide by the above and /or any subsequent modifications to the same.

3.8. Sale Consideration shall be payable by the Allottee/s in the Savings/Current **Bank Account No. 643405054041** maintained with **ICICI Bank, GOREGAON – WEST, Branch with IFSC Code - ICIC0006434** ("the said Account"). The sums deposited by the Allottee/s will be dealt by the Promoters in the accordance with Act read with the Rules. In case of any financing agreement entered by the Allottee/s with any financial institution with respect to the purchase of the said Apartment/Unit and / or the said Car Parking Space, the Allottee/s undertake/s to direct such financial institution to, and shall ensure that such financial institution does disburse / pay all such amounts due and payable to the Promoters through an account payee cheque / demand draft / pay order / pay order / wire transfer drawn in favour of to the above mentioned account of the Promoters. Any payments made in favour of / to any other account other than as mentioned hereinabove shall not be treated as payment towards the said Apartment/Unit and / or the said Car Parking Space. The Allottee/s shall satisfy the PROMOTERS either through its banker's commitment or in such other manner as shall be determined by the Promoters with regard to the security for the payment of each

installment of the Sale Consideration. The Promoters shall be entitled to change the account (as set out herein above) by giving a written notice to the Allottee/s to this effect in which case the payments of the amounts under this Agreement shall be made by the account.

3.9. 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 Promoters undertake and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters shall enclose the said notification / order / rule / regulation / demand, published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

3.10. The Sale Consideration excludes all costs, charges and expenses including but not limited to stamp duty, registration fees, out of pocket expenses and/or incidental charges in connection with the documents to be executed for the sale of the said Apartment/Unit and the said Car Parking Space including in this Agreement and the expense on all documents for sale and/or transfer of the said Apartment/Unit and/or the said Car Parking Space, including applicable Stamp duty and registration charges on this Agreement.

3.11. The Allottee/s acknowledges that the calculation of carpet area in respect of the said Apartment/Unit may undergo minor variation at the time of completion of construction of the said Apartment/Unit. The PROMOTERS agree that the variation in the carpet area while handing over the said Apartment/Unit to the Allottee/s shall not be more than +/- 3 % (Three percent) of the carpet area of the said Apartment/Unit agreed under this Agreement. The Allottee/s hereby agree/s that any such change / revision in the carpet area of the said Apartment/Unit up to +/- 3 % (Three percent) is acceptable and they shall not object to such variation at any time.

3.12. The Promoters shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the Building is complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area with the defined limit then Promoters shall refund the excess money paid by the Allottee/s within forty-five days. If there is any increase in the carpet area allotted to the Allottee/s, the Promoters shall demand that from the Allottee/s as per the next milestone of the payment plan or on or before giving possession of the said Apartment/Unit. It is clarified that the payments to be made by the Promoters / Allottee/s as the case may be, under this Clause, shall be made at the same rate per sq. mtr. as agreed in Clause 3.1 hereinabove.

3.13. The Allottee/s agrees and confirm that in the event of delay / default in making payment of the service tax, VAT, GST, TDS or any such taxes or amounts under this Agreement as called upon by the Promoters, then

without prejudice to any other rights or remedies available with the Promoters under this Agreement, the Promoters shall be entitled to adjust the said unpaid tax amount (along with interest payable thereon from the due date till the date of adjustment) against any subsequent amounts received from the Allottee/s and the Allottee/s shall forthwith pay the balance amount due and payable by the Allottee/s to the Promoters.

3.14. Notwithstanding anything contained herein, the Allottee/s each payment made by the Allottee/s shall be allocated at the discretion of the Promoters, first to the discharge of any damages, interest and then to the payment of any other amount due in terms hereof. It will be sole discretion of the Promoters to appropriate any amounts received from the Allottee/s towards the payment of any Installments of the Sale Consideration or any amount that may be owed by the Allottee/s to the Promoters.

3.15. The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner

3.16. All the aforesaid amounts paid by the Allottee/s will be proportionately adjusted by the Promoters towards the total Sale Consideration payable by the Allottee/s to Promoters under this Agreement. The Allottee/s authorizes the Promoters to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoters may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoters to adjust his payments in any manner. Time shall be essence of the contract as to aforesaid payments to be made by the Allottee/s to the Promoters.

3.17. The Promoters have agreed to sell to the Allottee/s and the Allottee/s has/have agreed to acquire from the Promoters the said Apartment/Unit on the basis of the carpet area only and the Sale Consideration agreed to be paid by the Allottee/s to the Promoters is agreed on the basis of carpet area of the said Apartment/Unit. The Sale consideration is only in respect of the said Apartment/Unit and the Promoters has neither charged nor recovered from the Allottee/s any price or consideration for Additional Areas and the common areas and that the same shall be allowed to be used free of cost, without any price or consideration.

3.18. The Promoters shall construct the Real Estate Project in accordance with the plans, designs and specifications as referred hereinabove, and as approved by the concerned authority and as may be modified from time to time Provided However That the Promoters shall obtain prior consent in writing of the Allottee/s in respect of any variations or modifications which may adversely affect the said Apartment/Unit of the Allottee/s, 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/s.

3.19. The common areas, facilities and amenities in the said Project that may be usable by the Allottee/s together with other Allottee/s of Apartment/Units in the Real Estate Project and are listed in the Third Schedule hereunder

written. The common areas, facilities and amenities in the Entire Project that may be usable by the Allottee/s together with other Apartment/Unit Allottee/s in the Real Estate Project. The internal fittings and fixtures and amenities in the said Apartment/Unit and the said Building that shall be provided by the Promoters are also listed in the Third Schedule hereunder written. The Allottee/s shall be entitled to use but shall not be entitled to claim any right in the Common Areas and Facilities.

3.20. Time is of the essence for the Promoters as well as the Allottee/s. The Promoters shall abide by the time schedule for completing the Apartment/Unit and handing over the said Apartment/Unit to the Allottee/s on or after receiving the Occupation Certificate in respect thereof and the common areas/limited common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee/s and are listed in the Third Schedule hereunder written. Similarly, the Allottee/s shall make timely payments of all installments of the Sale Consideration and other dues payable by him/her/it and meeting, complying with and fulfilling all its other obligations under this Agreement. This condition shall always be the essence of this Agreement.

4. CAR PARKING SPACE

4.1. The Car Parking Space has been reserved by the Promoters for the Allottee/s on the following terms and conditions:

4.2. The rules governing the use of such car parking space shall be framed and administered by the Society or Common Organization or the Apex Society of the Apartment/Unit Allottee/s of the Real Estate Project/ Entire Project. The car parking number shall be identified and intimated to the Allottee/s at the time of handing over of possession of the said Apartment/Unit.

4.3. Un-allotted Car Parking Spaces in the Project, if any, shall continue to remain the property of the PROMOTERS and shall remain in possession of the PROMOTERS till the same is allotted to any Allottee/s. It shall be upon the Promoters's discretion till such time to allot/use these un-allotted spaces which continue to remain with the PROMOTERS.

5. FSI OF THE REAL ESTATE PROJECT

5.1. n this agreement, the word Floor Space Index (F.S.I.) or Floor Area Ratio (F.A.R) shall have the same meaning as understood by the Planning Authority under its relevant building regulations or byelaws. The Promoters shall be entitled to float the F.S.I. of the said Property for carrying out any permissible construction in the said project.

5.2. Total FSI of 7986.11 sq. mtrs. has been sanctioned for consumption in the construction and development of the Real Estate Project.

5.3. The Allottee/s hereby agrees, accepts and confirms that the Promoters proposes to develop the Real Estate Project (including by utilization of the full development potential) in the manner more particularly detailed hereinabove above and as depicted in the layout plans, praformas and specifications and Allottee/s has agreed to purchase the said Apartment/Unit based on the

unfettered and vested rights of the Promoters in this regard.

6. DEVELOPMENT POTENTIAL OF THE ENTIRE PROJECT

6.1. The Allottee/s hereby agrees, accepts and confirms that the Promoters proposes to develop the Entire Project on the said Lands (by utilization of the full development potential) and develop the same in phase-wise matter and undertake multiple real estate projects therein in the manner more particularly detailed hereinabove above and as depicted in the layout plans, proformas and specifications constituting the Proposed Layout Plan and the Proposed Potential and Allottee/s has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoters in this regard.

6.2. The Promoters shall be entitled to and authorized to utilize the entire permissible FSI/FAR in respect of the said Property for the construction of any building or phase or part thereof in the Entire Project. The Promoters shall be entitled to float the F.S.I. of the project land for carrying out any permissible construction in the said project. The Allottee/s hereby agrees for the same.

6.3. If any portion of the said Lands adjoining the existing road is required for the purpose of road widening or D.P. Road then the concerned authorities may pay the compensation in the form of additional FSI for the same. In such event the Promoters shall be absolutely entitled to utilize such additional FSI on the project land or part thereof. The Promoters shall be entitled to use the same either by way of construction of new building or extension of any of the building/s in the said project. The Allottee/s shall give consent for the same and for the revision of the layout and the building plans of the said project, save and except the same shall not be insisted upon until it does not affect the Allottee/s Apartment/Unit. The Promoters shall be absolutely entitled to sell/convey/transfer the Apartment/Units constructed out of such compensatory FSI to any intending Allottee/s of its choice for consideration, who will be admitted as the member of the concern society out of the member societies without payment of any premium or transfer fees to the concerned Society. If the concerned authorities or the local authority refuses to grant such compensatory FSI, then the Promoters shall be absolutely entitled to receive the monetary compensation for the same.

6.4. In the event of grant of additional FSI/FAR by the competent authority as a result of including but not limited to addition of extra land to layout land, amalgamation of the adjacent plots/society, increase in FSI /FAR, paid FSI/FAR, purchase of TDR, additional FSI as compensation, in such event the Promoters shall be absolutely entitled to utilize such additional FSI/FAR on the project land or part thereof either by way of construction of new building or extension of any of the building/s/phase/s in the said project. The Allottee/s shall give his consent for the same and shall not object to the utilization of the additional FSI/FAR by way of construction of new building or extension of any of the existing buildings.

7. COMPLETION DATE, DELAYS AND TERMINATION

7.1. The Promoters shall endeavor to complete the construction of the said Apartment/Unit and obtain the Occupation Certificate from the concerned authorities for the said Building on or before 31/10/2026 (“**Completion**

Date"). Provided however, that the Promoters shall be entitled to extension of time for giving timely delivery on the Completion Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors.

a) Any force majeure events;

b) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

c) Any stay order / injunction order issued by any Court of Law, competent authority, or other statutory authority;

d) Any other circumstances that may be deemed reasonable by the Authority.

7.2. If the Promoters fails to abide by the time schedule for completing the Real Estate Project and for handing over the said Apartment/Unit to the Allottee/s on the Completion Date (save and except for the reasons as stated in Clause 7.1, then the Allottee/s shall be entitled to either of the following.

a) Call upon the Promoters by giving a written notice by Courier / E-mail / Registered Post A. D. at the address provided by the Promoters ("**Interest Notice**"), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2 (two) % thereon for every month of delay from the Completion Date ("**the Interest Rate**"), on the Sale Consideration paid by the Allottee/s. The interest shall be paid by the Promoters to the Allottee/s till the date of offering to hand over of the possession of the said Premises by the Promoters to the Allottee/s; or

b) the Allottee/s shall be entitled to terminate this Agreement by giving written notice to the Promoters by Courier / E-mail / Registered Post A.D. at the address provided by the Promoters ("**Allottee/s Termination Notice**"). On the receipt of the Allottee/s Termination Notice by the Promoters, this Agreement shall stand terminated and cancelled. Within a period of 45 (Forty Five) days from the date of receipt of the Termination Notice by the Promoters, the Promoters shall refund to the Allottee/s the amounts already received by the Promoters under this Agreement with interest thereon at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2 (two) % thereon ("**Interest Rate**") to be computed from the date the Promoters received such amount / part thereof till the date such amounts with interest at the Interest Rate thereon are duly repaid however against the Allottee/s providing necessary co-operation in completion of all the necessary formalities of cancellation. On such repayment of the amounts by the Promoters (as stated in this clause), the Allottee/s shall have no claim of any nature whatsoever on the Promoters and/or the said Premises and/or car park and the Promoters shall be entitled to deal with and/or dispose off the said Premises and/or the car park in the manner it deems fit and proper.

7.3. In case if the Allottee/s elect his/her/their/its remedy under Clause 7.2.a above then in such a case the Allottee/s/ shall not subsequently be entitled to the remedy under clause 7.2.b above.

7.4. If the Allottee/s fails to make any payments on the stipulated date/s and

time/s as requires under this Agreement, then, the Allottee/s shall pay the Promoters interest at the above mentioned Interest Rate, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the above mentioned Interest Rate.

7.5. Without prejudice to the right of the Promoters to charge interest at the Interest Rate mentioned at Clause 7.2 above and any other rights and remedies available to the Promoters, the Allottee/s committing three defaults in payment on due date of any amount due and payable by the Allottee/s to the Promoters under this Agreement (including but not limited to his/her/their/its proportionate share of taxes levied by concerned local authority and other outgoings), shall constitute an event of default of the Allottee/s ("**Event of Default**").

7.6. Upon occurrence of an Event of Default, the Promoters shall be entitled to at its own option and discretion, terminate this Agreement, without any reference or recourse to the Allottee/s Provided that, the Promoters shall give notice of 15 (fifteen) days in writing to the Allottee/s ("**Default Notice**"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee/s; of its intention to terminate this Agreement with detail/s of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate the Agreement.

7.7. If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoters within the period of the Default Notice, including making full and final payment of any outstanding dues together with the interest Rate thereon, then at the end of the Default Notice, the Promoters shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee/s ("Promoters Termination Notice"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee/s; On the receipt of the Promoters Termination Notice by the Allottee/s; this Agreement shall stand terminated and cancelled.

7.8. On the termination and cancellation of this Agreement in the manner as stated in Clause 7.7 above:

a) The Promoters will be entitled to forfeit the following amounts ("**Forfeiture Amount**") as cancellation charges which the Allottee/s agree, confirm and acknowledge, constitute a reasonable genuine and agreed pre-estimate of damages that will be caused to the Promoters, and that the same shall be in the nature of liquidated damages and not penalty:

   i) an amount equivalent to 10 (ten) % (per cent) of the Sale Consideration together with applicable taxes thereon;
   ii) In case of any brokerage being paid with respect to the booking or allotment of the said Premises, an amount equivalent to 12 (twelve) % (per cent) of the Sale Consideration together with applicable taxes thereon.

b) The Promoters will refund the balance, if any, without interest only after deducting and / or adjusting from the balance amount Service Tax, Vat and / or any other amount due and payable by the Allottee/s and / or paid

by the Promoters in respect of the Sale Consideration however against the Allottee/s providing necessary co-operation in completion of all the necessary formalities of Cancellation. In case the amount to be deducted under this clause exceeds the amount received from the Allottee/s towards the Sale Consideration, then the Promoters shall recover the shortfall from the Allottee/s, which the Allottee/s agrees and undertakes to pay within 15 (fifteen) days from the date of demand.

c) The Allottee/s shall have no right, title, interest, claim, lien or demand or dispute of any nature whatsoever either against the Promoters or in respect of the said Apartment/Unit or said Premises or the Aggregate Areas or any part thereof or the common areas and facilities and limited common areas and every part thereof and the Promoters shall be entitled to deal with and dispose of same to any other person/s ad the Promoters deems fit in its sole and absolute without any further act or consent from the Allottee/s and/or any notice or reference to the Allottee/s.

8. PROCEDURE FOR TAKING POSSESSION

8.1. Upon receipt of Occupancy Certificate and upon payment by the Allottee/s of the requisite installments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoters shall offer possession of the said Apartment/Unit to the Allottee/s in writing ("Possession Notice"). The Promoters on its behalf shall offer the possession to the Allottee/s in writing within 15 days of receipt of Occupancy Certificate of the Real Estate Project. The Allottee/s agrees to pay the maintenance charges as determined by the Promoters or the Society, as the case may be.

8.2. The Allottee/s shall take possession of the said Premises within 15 days of the Possession Notice.

8.3. Post receipt of the Possession Notice, the Allottee/s may undertake any fit out activities in the said Premises at his/her/its/their sole cost, expenses and risk, after obtaining all the requisite approvals and permission from the competent authorities and in accordance with the Fit-Out Guidelines (which shall be prepared by the Promoters which will be provided to the Allottee/s at the time of handing over possession of the said Premises) and after depositing such amount as may be specified by the Promoters as an interest-free deposit to secure compliance with the Fit Out Guidelines and which will be refunded without interest upon completion of the fit outs in accordance with the Fit-Out Guidelines. The Allottee/s is/are aware that the said refund shall be subject to deduction of amounts towards damages, if any, to the Real Estate Project and its common areas etc., and/or any neighboring flats/premises in the Real Estate Project and/or the equipment's installed therein and subject to the debris being completely removed from the Real Estate Project and/or the Whole Project.

8.4. Upon receiving the Possession Notice from the Promoters as per Clause 8.1 above, the Allottee/s shall take possession of the said Premises from the Promoters by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoters, and the Promoters shall give possession of the said Premises to the Allottee/s. Irrespective of whether the Allottee/s takes or fails to take possession of the Premises within

the time provided in Clause 8.2 above, such Allottee/s 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 Promoters.

8.5. Within 15 (fifteen) days of the date mentioned in the Possession Notice, the Allottee/s shall be liable to bear and pay his/her/their/its proportionate share i.e. in proportion to the carpet area of the said Premises, of outgoings in respect of the Real Estate Project including inter-alia, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the competent 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. Until the Society is formed and the Society Conveyance is duly executed and registered, the Allottee/s shall continue to pay to the Promoters such proportionate share of outgoings as may be determined by the Promoters at its sole discretion.

9. DEFECT LIABILITY

9.1. If within a period of 5 (five) years from the date of handing over the said Premises to the Allottee/s, the Allottee/s brings to the notice of the Promoters any structural defect in the said Apartment/Unit 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 Promoters at its own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoters, compensation for such defect (at actuals) in the manner as provided under the RERA. Provided However that the Allottee/s shall not carry out alterations of whatsoever nature in the said Apartment/Unit or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any of the erection (including Flooring) in the Toilets/ Kitchen as this may result in seepage of the water. If any of such works are carried out without the written consent of the Promoters, the defect liability automatically shall become void.

9.2. It is clarified that the liability of the Promoters under clause 9 (1) shall not extend to :

a. any such defects if the same have been caused by reason of the default and/or negligence of the Allottee/s and/or any other Allottee/s in the Real Estate Project (including the family members, servants, occupants, licensees of such Allottee/s) i.e. against the guidelines, precautions, warranties, warnings on the products, provided by the Promoters/ Utility Providers for the said Real Estate Project.

b. defects caused by normal wear and tear, abnormal fluctuations in the temperatures, abnormal heavy rains, vagaries of nature; negligent use of the said Apartment/Unit or the fixtures or fittings provided therein. Defects in fittings and fixtures are not included therein and are subject to individual warranties provided by the manufacturers of such fittings and fixtures in this regard.

c. defects caused on account of any force majure events.

10. USE

The Allottee/s shall use the said Premises or any part thereof or permit the same to be used only for the purpose of _____ use. The Allottee/s shall use the Car Parking Space only for the purpose of Parking Vehicle.

11. RIGHTS OF THE PROMOTERS

11.1 The Promoters are entitled to develop the said Property in such manner as it deems fit and no rights in relation to the said Property are intended to be granted in any manner whatsoever to the Allottee/s. In the above circumstances of the case there are number of works which may have to be executed in the periphery of or outside of the project but may be used for its benefits. Accordingly, the Promoters will be entitled to revive/amend the said building, layout plan/s, open spaces, internal roads, position of dustbin, transformer plinth, plumbing station, adding new buildings and also further revise or amend the said revised plans as and when thought necessary by the Promoters or as and when required by the Promoters

11.2 In the event of grant of additional FSI/FAR by the competent authority as a result of including but not limited to addition of extra land to layout land, increase in FSI /FAR, paid FSI/FAR, purchase of TDR, additional FSI as compensation, in such event the Promoters shall be absolutely entitled to utilize such additional FSI/FAR on the project land or part thereof either by way of construction of new building or extension of any of the building/s/phase/s in the said project. The Allottee/s shall give his consent for the same and shall not object to the utilization of the additional FSI/FAR by way of construction of new building or extension of any of the existing buildings, which are presently permitted or in any other part of said Lands as per the discretion of the Promoters. The Allottee/s agrees that the Promoters shall be entitled to revise the plans, get the same sanctioned from the local/Competent authority and construct the additional Apartment/Units permitted by local/competent authority and to allot/sell them to the intending Allottee/s thereof. The Allottee/s shall have no objection for the said new Allottee/s to be admitted as member/s of the said Society.

11.3 The Promoters shall be entitled to use the present unutilized and/or additional built up area F.S.I., T.D.R. or F.S.I. obtained in any form/ by any means including F.S.I. against handover of amenity space and R. P. road/ D. P. road, internal road etc. on the Larger Land/Entire Project by floating the same and/or in the said project as and when the same is permitted either by way of construction of new building or adding floor/s or extension of the said building which are presently permitted. Likewise, the Promoters shall also be entitled to use FSI pertaining additional lands in the project land as and when permitted by competent authority. The Allottee/s has hereby given his consent therefore and the Promoters shall be entitled to revise the layout / building plans, get them sanctioned from the competent authority, construct the additional buildings/floors/Apartment/Units permitted by the competent authority and to allot/sell them to intending persons. The Allottee/s shall have no objection for the said new Allottee/s to be admitted as members of member society. The Society/Association shall get the new transferees admitted as its members. Notwithstanding anything contained in this Agreement to the contrary the Promoters shall be entitled to utilize any balance and/or

additional FSI and/or TDR or F.S.I. obtained in any form as stated in above paragraphs on any open space/ areas and/or on terraces above the building/s.

11.4 The Promoters are developing and promoting the said Project on the said Lands and the construction of the same will be carried out in phased manner. Therefore, the Promoters reserve its rights to allow the Allottee/s of further phases to use common roads and common amenities of the said Project. The existing common roads and common amenities are and will not be restricted only for the phase which is under construction. This right of Promoters are and shall also be applicable for all other properties which may be amalgamated with the Entire Project/said Lands.

11.5 In the course of exercising the right of additional construction as envisaged hereunder, the Promoters shall be entitled to utilize the existing R.C.C. structure, beams and columns and walls of the said building as well as well as the restricted common areas, amenities and facilities of the said building or the said society (which may be formed later). The Promoters shall also have the rights to use the society amenities, all the permissible and unutilized F.S.I. available on the said lands and/or additionally amalgamated lands and such other facilities like water, electricity, access/roads, sewage and drainage lines and other conveniences in the said Property or the said project or the said Building for carrying out further development and construction.

11.6 The Promoters shall be entitled to and shall be at liberty to make changes, modifications or alterations in the layout and building plans, so also the user of the Apartment/Unit/s in the said building, locations of the said project amenities, other buildings out of the said project and that of utilities et cetera, as well as to increase or decrease the total number of Apartment/Units in the said building. The Allottee/s shall give his consent for such change / modification/ alteration of layout and/or building plans or the use of Apartment/Units, or the total number of Apartment/Units at the absolute discretion of the Promoters, without adversely affecting design/area of the said Apartment/Unit agreed to be purchased by the Allottee/s.

11.7 In case the Promoters forms the said Society as agreed hereinabove or before sale or disposal of some of the Apartment/Units in the said building, in that case the Promoters shall have the privilege and right to sell, dispose of such unsold Apartment/Units to any person/s as per his discretion at any time in future, without any objection of whatsoever nature on the part of the Allottee/s or the said Society. The Apartment/Unit in respect of which concerned Agreements to sell are cancelled or terminated as envisaged under this Agreement, shall also be treated as unsold Apartment/Units for the purpose of this clause. Such new Allottee/s shall be given membership of the said Society and the same shall be given by accepting only Membership Fee without asking for any other consideration/fee. The Allottee/s as well as the said Society shall extend all co-operations to the Promoters and the new Allottee/s in this regard.

11.8 The Promoters shall always have right to levy and collect amounts towards taxes, betterment charges, cess and other levies to be charged and collected from the Allottee/s as per prevailing laws, rules, regulations, notifications, bye-laws etc. till the conveyance of the Real Estate Project in favour of the Society. (Section 11(g))

11.9 In the event any portion of the said Property being required by any utility /

service provider for installing any electric sub-station / transformer / Building gas bank machinery, plants, buildings, etc., the Promoters shall be entitled to transfer such portion to the said utility / service provider or any other body for such purpose on such terms and conditions as the Promoters deems fit and / or as per requirement of such utility / service provider or as per applicable law/ rules / regulations.

11.10 If any amount due and payable by the Allottee/s remains unpaid then the Promoters at its discretion and without prejudice to its other rights shall be entitled to adjust and satisfy such dues from any other amount paid by the Allottee/s or from any amount payable to the Allottee/s and adjust the account accordingly and in case still there are dues from Allottee/s make demand accordingly.

11.11 All the common areas amenities and facilities of the Entire Project and the common areas amenities and facilities of the Real Estate Project shall remain under the charge and control of the Promoters till the Promoters formally hands over the charge and control thereof to the Society.

12. RESPONSIBILITIES OF THE PROMOTERS:

The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Premises to the Allottee/s, obtain from the concerned local authority, the Occupation Certificate subject to the Authorities imposing standard terms and conditions on the Promoters for obtaining such Occupation Certificate.

13. FORMATION OF THE SOCIETY AND OTHER SOCIETIES:

13.1. Upon 51% of the total number of Apartment/Units/premises in the Real Estate Project being booked by Allottee/s, the Promoters shall submit an application to the competent authorities to form a co-operative housing society to comprise solely of the Allottee/s and other Allottee/s of Apartment/Units/premises in the said Tower/Wing, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules.].

13.2. The Allottee/s shall, along with other Allottee/s of premises/Apartment/Units in the Real Estate Project, join in forming and registering a co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules thereunder and in accordance with the provisions of the RERA and RERA Rules, in respect of the Real Estate Project in which the Allottee/s of the premises in the Real Estate Project alone shall be joined as members (“the Society”).

13.3. For this purpose, the Allottee/s shall from time to time sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society and for becoming a member thereof, including the bye-laws of the Society and shall duly fill in, sign and return to the Promoters within 7 (seven) days of the same being made available to the Allottee/s, so as to enable the

Promoters to register the Society. No objection shall be taken by the Allottee/s 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.

13.4. The name of the Society shall be solely decided by the Promoters. The Promoters shall be entitled to and may change the name of the said Building once or more than once on or before obtaining completion certificate for the said Building. However, the name of the said Building shall not be changed by the Co-operative Society or association of Apartment/Unit Allottee/s in a building forming part of the Real Estate Project without written consent of the Promoters.

13.5. The Society shall admit all Allottee/s of Apartment/Units and premises in the said Tower/Wing as members, in accordance with its bye-laws.

13.6. The Promoters may sell, transfer or assign all their rights, title and interest in the said Property (subject to the rights and interests created in favour of the Allottee/s under this Agreement) including in respect of the unsold Apartment/Units in the said Building but without in any manner affecting the Allottee/s's rights. The Allottee/s hereby irrevocably and unconditionally declare/s, agree/s, undertake/s, covenant/s, confirm/s and assure/s that it shall not raise objection to the aforesaid right of the Allottee/s in any manner;

13.7. The Promoters 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.

13.8. Post the date of handing over the Charge to the said Society, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, and the Allottee/s shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.

13.9. Post the date of handing over the Charge to the said Society and Post execution of the society Conveyance, the Promoters shall continue to be entitled to such unsold premises and to undertake the marketing etc. in respect of such unsold premises. The Promoters shall not be liable or required to bear and/ or pay any amount by way of contribution, outgoings, deposits, transfer fees/ charges and/ or non – occupancy charges, donation, premium any amount, compensation whatsoever to the said society/ Apex Body for the sale/ allotment or transfer of the unsold premises in the Real Estate Project save and except the municipal taxes at actual (levied on the unsold premises).

13.10. The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoters for preparing, drafting and approving all such documents, shall be borne and paid by the respective Society/Other Societies and their respective members/intended members including the Allottee/s, as the case may be, and the Promoters shall not be liable toward the same.

14. CONVEYANCE TO THE SOCIETY AND OTHER SOCIETIES

14.1. The Promoters, within 3 months from the date of issuance of the Full Occupation Certificate with respect to the Real Estate Project, the Real Estate Project with the common areas, facilities and amenities described in the Third Schedule hereunder written shall cause to be conveyed to the Society vide a registered indenture of conveyance.

14.2. The Society shall be required to join in execution and registration of the Society Conveyance. The costs, expenses, charges, levies and taxes on the Society Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Society alone. Post the Society Conveyance, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project including any common areas facilities and amenities and the Developer shall not be responsible for the same.

15. OTHER CHARGES AND OUTGOINGS

15.1. The Allottee/s shall, before delivery of possession of the said Premises, deposit the following amounts with the Promoters,-

i.	Legal Charges	:	Rs._____/-
ii.	Share Money	:	Rs._____/-
iii.	Charges for Formation and Registration of Organization and Apex Body	:	Rs._____/-
iv.	Electricity Deposit	:	Rs._____/-
v.	Corpus Fund	:	Rs._____/-
vi.	Development Charges	:	Rs._____/-
vii.	Maintenance Charges Deposit	:	Rs._____/-
	Mahanagar Gas Connection	:	Rs._____/-

The above amounts are not refundable and no accounts or statement will be required to be given by the Promoters to the Allottee/s in respect of the above amounts deposited by the Allottee/s with the Promoters.

15.2. In addition to the Sale Consideration specified hereinabove, the Allottee/s shall be liable to pay all the aforesaid charges when they become due and payable. The Allottee/s hereby agrees to pay the amounts in respect of the aforesaid charges to the Promoters/ Third Parties as the case may be, when called upon to do so without any delay or demur.

15.3. Notwithstanding anything herein contained, it is agreed by and between the Parties that the premiums, deposits and advances collected by the Promoters as aforesaid may be utilized by it for the purposes of payment of all costs charges and expenses required to be incurred by it for the purposes of maintenance of the buildings, the common areas and facilities and the infrastructure on the site. The said amounts may be set off by the PROMOTERS against amounts due and payable to it by one or more of the Allottee/s(s) of the Premises in the Building.

The above amounts are not refundable and no accounts or statement will be required to be given by the Promoters to the Allottee/s in respect of the above amounts deposited by the Allottee/s with the Promoters.

15.4. Notwithstanding anything herein contained, it is agreed by and between the

Parties that the premiums, deposits and advances collected by the Promoters as aforesaid may be utilized by it for the purposes of payment of all costs charges and expenses required to be incurred by it for the purposes of maintenance of the buildings, the common areas and facilities and the infrastructure on the site. The said amounts may be set off by the PROMOTERS against amounts due and payable to it by one or more of the Allottee/s(s) of the Premises in the Building.

15.5. The Allottee/s(s) agrees that the Allottee/s(s) shall from time to time sign all relevant applications, papers, documents, and do all the acts, deeds and things in pursuance to the transaction as the Promoters may require for safeguarding the interests of the other Allottee/s of Apartment/Unit(s) of the said Building including the Allottee/s(s). The Allottee/s(s) shall ensure that in the event the Allottee/s(s) gives possession of the Apartment/Unit(s) to any third party by way of lease or License or otherwise with prior written approval from the Promoters/ society or common organization, such person shall from time to time, sign all applications, papers and documents and do all other acts, which the Promoters may require for safeguarding the interests of the Allottee/s(s) of the Apartment/Unit(s) of the said Building.

15.6. The Allottee/s hereby gives his/her/its/their consent as contemplated under section 14 (2) of the RERA Act to the Promoters to make any minor addition or alteration in the said Apartment/Unit as may be necessary due to architectural or structural reasons and/or any other alteration or additions required in the sanctioned plans, layout plan, specification of the building or common areas and facilities. However, costs, charges and expenses of such construction shall be borne and paid by the Promoters. The Allottee/s and the Society of the Apartment/Unit Allottee/s will not object to carrying out such additional/alteration construction by the Promoters on ground of nuisance or on any other ground.

15.7. The Promoters shall enter into separate agreements with the Allottee/s of different Apartment/Units in the said Building for sale to them on ownership basis on terms and conditions substantially similar hereto and the benefit of this and the provisions of such agreements shall bind to the extent applicable, transferees of the Apartment/Unit from the original Allottee/s also.

15.8. Notwithstanding what is contained herein to the contrary, the Allottee/s do hereby irrevocably authorize the Promoters to submit any revised plan for the purpose of making any amendment, change or modification in the Building Plans in respect of the said Building in which the Allottee/s has/have agreed to purchase the said Apartment/Unit as provided in the MOFA and RERA.

16. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS:

The Promoters hereby represent and warrant to the Allottee/s 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, -

a. The Promoters have clear and marketable title and have the requisite rights to carry out development upon the said Property and also have actual, physical and legal possession of the Property for the implementation of the Entire Project;

b. The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project;

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

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

e. 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 Promoters 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;

f. The Promoters 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/s created herein, may prejudicially be affected;

g. The Promoters 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 Property and the said Premises, which will, in any manner, affect the rights of Allottee/s under this Agreement;

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

i. At the time of execution of the Society Conveyance, the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Real Estate Project as detailed in the Third Schedule hereunder written to the Society;

j. The Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the competent Authorities till the date hereof.

k. 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 Promoters in respect of the Property and/or the said Lands and/or the Project except those disclosed to the Allottee/s.

17. The Promoters have informed the Allottee/s(s) and the Allottee/s(s) is/are aware and hereby accepts and agrees and grants consent to the Promoters/ as under:

17.1. The Promoters/ shall be entitled to sell, dispose of or alienate any other

benefits accruing out of the said Property. The price or Sale Consideration received by selling, transferring or alienating such benefits shall always belong absolutely to the Promoters.

17.2. The Transferable Development Right (TDR) and/or the Development Right Certificate (DRC) which may be at any time issued for the said Property or any part of the property or arising out of Development of the said Property shall always belong to the Promoters. The Allottee/s or the Society of all Allottee/s will not have any share, right, title, interest or claim therein. The Promoters shall be entitled to sell, dispose of or alienate the Transferable Development Right (TDR) and/or Development Rights Certificate (DRC) of the said Property or any part thereof to any person or persons of their choice. The price or Sale Consideration received by selling, transferring or alienating such T.D.R., D.R.C. shall always belong absolutely to the Promoters.

17.3. The Society of Allottee/s shall admit the Allottee/s as members of such new and/or additional construction in the society without charging any fees, transfer fees or consideration except normal admission fee and share money amounting to Rs.500/- (Rupees Five Hundred Only) from each of them to acquire shares of Society;

17.4. The aforesaid provision regarding construction to be carried on in future by the Promoters in the said Property and their right to sell the same on ownership basis and the Society to admit such Allottee/s as member shall continue to remain in effect even after the Project is completed;

17.5. So long as it does not in any way affect or prejudice the right of the Allottee/s(s) in respect of the Apartment/Unit(s)and undivided interest in the common areas and limited common areas, the Promoters shall be at liberty to sell, convey and transfer or otherwise to deal with all other Apartment/Unit(s) and spaces in the said Building and Promoters are entitled to deal with its right, title and interest in the said Property in any manner they may deem proper;

17.6. The Allottee/s is aware that in the event that he/she/it obtains a loan from any bank or financial institution for payment of the consideration/Sale Consideration (or part thereof) in respect of the said Apartment/Unit, the Allottee/s shall be solely responsible and liable to ensure that the payment, as and when due, is made by the bank or financial institution without any objection. Any delay or default in disbursal of such amounts, as and when due, shall constitute a delay in payment from the Allottee/s and will be treated as a breach of the terms of the understanding herein contained. In any event, Promoters shall always have the first lien on the Apartment/Unit in respect of any amount payable by the Allottee/s to the Promoters.

17.7. If any, Municipal rates, taxes, cess, assessments are imposed on the said Property due to such advertisements or hoardings put up on the open spaces or terraces or any other portion or compound walls of the said Property, the same shall be borne and paid wholly by the Promoters. The Promoters shall be exclusively entitled to the income and profits that may be derived by the display of such advertisement, hoardings at any time hereafter. The Apartment/Unit Allottee/s will not object to the same for any reason whatsoever and shall allow the Promoters, 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 Promoters shall be entitled to transfer or assign such right to any person or persons whom they may deem fit and the Apartment/Unit Allottee/s or the society or common organization to be formed by the Apartment/Unit Allottee/s shall not raise any objection thereto;

17.8. The Promoters shall also be entitled to sell any benefits accruing from the said Property or any part thereof;

17.9. The Allottee/s hereby represents and warrants to the Promoters that the Allottee/s(s) declare/s that he/she/it/they is/are Indian resident/s and also citizens of India. The Allottee/s(s) understand and clearly and unequivocally confirm that in case remittances relating to the payments required to be made hereunder are made by non-residents / foreign nationals of Indian origin, it shall be the Allottee/s(s)' sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 ('FEMA') or any statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India ('RBI') or any other applicable law and provide the Promoters with such permissions, approvals, information etc., which would enable the Promoters to fulfill the Promoters's obligations under the Agreement for Sale or under any other law as may be required from time to time. Any implications arising out of any default by the Allottee/s(s) shall be the Allottee/s(s)' sole responsibility. The Promoters accepts no responsibility with regard to the same and the Allottee/s(s) shall keep the Promoters fully indemnified against any claims or losses caused to the Promoters for any reason whatsoever in respect thereof. Whenever there is a change in the Allottee/s(s)' residential status, subsequent to the signing of these presents, it shall be the Allottee/s(s)' sole responsibility to intimate the Promoters of the same in writing, immediately and comply with all the necessary formalities, if any, under the applicable laws. It is agreed, declared and confirmed by the Allottee/s(s) that the Allottee/s(s) shall not hold the Promoters responsible towards any third party making payments / remittance on the Allottee/s(s)' behalf and such third party shall not have any right in the said Apartment/Unit whatsoever.

18. The Allottee/s shall, from the date of taking possession of his/her/their said Apartment/Unit undertakes:

18.1. Not to use the same in violation of any provision of law applicable thereto;

18.2. Not to use or permit the same to be used for any purpose other than permissible under any law for the time being in force;

18.3. Not to change the use of the said Apartment/Unit from residential/commercial/official to any other use and shall use the garage or parking space only for purpose of keeping or parking vehicle and not for any other purpose.

18.4. Not to cause any nuisance or annoyance to the neighbors;

18.5. Not to use the common areas/amenities for any other purpose except for which it is approved by the Competent Authorities in order to avoid the misuse of the same;

18.6. Not to refuse or neglect to carry out any work directed to be executed in the said Building or in the said Apartment/Unit after he/she/they had taken possession thereof, by a competent authority, or require or hold the Promoters liable for execution of such works;

18.7. Not to encroach upon or make use of any portion of the said Building or open space of the compound not agreed to be acquired by him/ them or otherwise not forming part of the said Apartment/Unit;

18.8. Not to stock or keep any material, object or any other item in the open space of compound and/or park any vehicle in the compound;

18.9. Not to restrain the Promoters or their servants and agents from entering upon the said Apartment/Unit for inspecting the same at any reasonable hours or from carrying out any construction or repair work on any part of the said Building or the said Apartment/Unit for proper maintenance or continuation of the facilities and amenities provided therein including making, repairing, maintaining, cleaning and keep clean and in good condition all surfaces, drains, pipes, cables, wires, gutters and other conveniences belonging to or serving or used for the said Building and also for laying down, maintaining, repairing and testing drainage and water pipes and electric wires or similar purposes;

18.10. Become a member of the Co-operative Society and from time to time sign all letters, writings, communications, applications forms and registration documents and to do all other acts, deeds, matters and things as the Promoters and/or the said Society or Apex Body/common organization shall require him to do;

18.11. Observe, perform and comply with all the bye-laws, rules and regulations of the said Society that it may adopt at its inception and additions, alterations or amendment thereof that may be made from time to time for protection and maintenance of the said Building and Apartment/Units therein and for observance and performance of the building rules, regulations and bye-laws from time being of the concerned local authority and of Government and other public bodies;

19. The Allottee/s, with intention to bring all persons into whosoever hands the Premises and/or its rights, entitlements and obligations under this Agreement, may come, hereby covenants with the Promoters as follows:-

19.1. The said Real Estate Project shall always be known as “VALLABH KRUPA CHSL”;

19.2. To maintain the said Premises at the Allottee/s's own cost in good and tenantable repair and condition from the date that of possession of the said Premises is taken and shall not do or suffer to be done anything in or to the Real Estate Project which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Tower/Wing in which the said Premises is situated and the said Premises itself or any part thereof without the consent of the local authorities and Promoters.

19.3. Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure/Building of the Real Estate Project in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said Premises is situated, including entrances of the Real Estate Project in which the said Premises is situated and in case any damage is caused to the Building in the Real Estate Project in which the said Premises is situated or the said Premises on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.

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

19.5. Each of the Allottee/s and/or the Society shall be liable to maintain, repair, renovate, reconstruct, re-build, on the said Property the electric sub-station, drainage line, electric cables, common water pipeline, or any other common facilities to be used and enjoyed by the occupants of the said Building. The liabilities shall arise to do so from the date the Allottee/s is offered the possession on obtaining Occupation Certificate of his/her/their said Apartment/Unit or on execution of the Conveyance or Assignment of the said Property and the said Building in favour of the Society of which he/she/they may become member, whichever is earlier. Once the society is formed, the Society shall be liable to repair, maintain, renovate, reconstruct or re-build the said common facilities. Necessary covenants to this effect shall be made in the Conveyance or Assignment of the said Property and the said Building to be executed in favour of the Society.

19.6. Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Building or the Real Estate Project in which the said Premises is situated and shall keep the portion, sewers, drains and pipes in the said Premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Building or the Real Estate Project in which the said Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Premises without the prior written permission of the Promoters and/or the Society;

19.7. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Building and/or said Lands and/or the Real

Estate Project in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;

19.8. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Lands and/or the Real Estate Project in which the said Premises is situated.

19.9. Pay to the Promoters within 15 (fifteen) days of demand by the Promoters, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the Real Estate Project in which the said Premises is situated.

19.10. Bear and pay in a timely manner and forthwith, all amounts, dues, taxes, installments of Sale Consideration, as required to be paid under this Agreement.

19.11. Not to change the user of the said Apartment/Unit without the prior written permission of the Promoters and Society;

19.12. The Allottee/s shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the said Premises or dispose of or alienate otherwise howsoever, the said Premises and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, Sale Consideration and all other amounts payable by the Allottee/s to the Promoters under this Agreement, are fully and finally paid together with applicable interest thereon at the Interest Rate if any. In the event the Allottee/s is/are desirous of transferring the said Premises and/or its rights under this Agreement prior to making such full and final payment, then, the Allottee/s shall be entitled to effectuate such transfer only with the prior written permission of the Promoters.

19.13. The Allottee/s shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the said 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 and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the said Premises in the Real Estate Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

19.14. The Allottee/s shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Premises and the Real Estate Project or any part thereof to view and examine the state and condition thereof.

19.15. The amounts of deposits and outgoings payable by different Allottee/s have been fixed provisionally (on the basis of the carpet area of the Apartment/Unit) by the Promoters and the Apartment/Unit Allottee/s shall be bound by the

same. The Promoters shall be entitled to use the same for the maintenance of the building, development of infrastructure, payment of taxes fees and outgoings and other costs fees expenses in relation to the said Building and the said Property. After the execution of conveyance or assignment in favour of the Society, the Society may revise and re-fix the amounts payable for the said Apartment/Unit for the period after the date of the conveyance or Assignment. The balance amounts in the hands of the Promoters, if any, shall be handed over by the Promoters to the Society on execution of Conveyance or Assignment of the said Property and the said Building to it as if it constituted a part of the deposit collected under this clause, subject to adjustment and treatment in the same manner as herein mentioned. If the amount of monthly contribution fixed by the Promoters is found to be short, the Allottee/s shall pay to the Promoters such revised amount as may be fixed by the Promoters. In the event of a dispute, the Allottee/s will not stop payment of the amount pending resolution of the dispute.

19.16. The Allottee/s shall become a member of a society and shall pay the necessary charges and execute any necessary documents and papers in relation to the same;

19.17. The structure of the building and the Apartment/Unit within the building will not be altered by the Allottee/s without the prior written consent of the Promoters;

19.18. The Allottee/s will be bound by the common layout sanctioned by the municipal corporation and will not make any changes thereto;

19.19. The Allottee/s will be entitled to only the said Apartment/Unit and will have no right, title or interest to the other built-up areas forming part of the said Building or any proportionate interest in any development potential;

19.20. The development of the said Project is subject to the Intimation of Approval/Intimation of Disapproval, Commencement Certificate and other approvals required to be obtained from regulatory authorities;

19.21. The Allottee/s will be entitled to access common amenities located on the said Property only to the extent that the same is necessary for the use and enjoyment of the said Apartment/Unit;

19.22. The Building and/or the said Apartment/Unit or any part thereof shall not be utilized by the Allottee/s(s) for the purpose of advertisement (which includes hoarding and display by way of painted boards, sign boards as well as neon lights or any other similar purposes;

19.23. The Allottee/s is not entitled to any vacant or open areas of the said Property and the same will not and does not form a common area or facility;

19.24. The Allottee/s shall be responsible, for payment of outgoings and taxes in relation to the same, betterment charges as may be levied by the municipal corporation, costs towards formation of a society, preparation of legal documentation, payment of stamp duty thereon and registration of the same, installation of electric meters, water supply, piped gas, sewer services once the Promoters gives the notice for possession of the said Apartment/Unit. All the

outgoings payable by Allottee/s in relation to the said Property/said Apartment/Unit shall be determined by the Promoters on provisional basis and the Allottee/s shall pay the same from time to time without any delay or demur on the part of the Allottee/s.

19.25. The Allottee/s(s) has/have carefully read and understood the contents and meanings of each of the clauses of this Agreement, along with all the aforesaid and hereunder relevant information furnished by the Promoters and the Allottee/s(s) has/have also taken independent legal advice with respect to this Agreement and transactions contemplated herein with respect of the said Apartment/Unit, made enquiries thereon and is/are satisfied with respect to a) the Title of the Promoters to develop the Real Estate Project and such title being clear and marketable, b) the approvals and permissions (including but not limited to Approved plans and Commencement Certificate) obtained till date and c) the Promoters's entitlement to develop the Real Estate Project and to construct the Real Estate Project thereon as mentioned in this Agreement and applicable law and sell the said Apartment/Unit therein. The Allottee/s hereby declares and undertakes that he/she/it/they has/have verified with his/her/its/their financial advisor and confirm that the Allottee/s has/have the financial capability to consummate the transaction and only thereafter he/she/they has/have agreed to enter into this agreement;

20. MORTGAGES

20.1. The Allottee/s hereby declare/s and confirm/s that the Promoters have prior to the execution hereof, specifically informed the Allottee/s that:

a. The Promoters have (as disclosed herein and the Title Certificate) / may have in future an arrangement with certain Banks and Financial Institutions (hereinafter collectively referred to as "the said Banks"), under which the said Banks have granted/ would grant a line of credit to the Promoters to facilitate development of the Real Estate Project and the projects proposed to be undertaken and carried on by Promoters on the said Lands, and as security for repayment of loans which have been /may be advanced to the Promoters by the said Banks, the Promoters have created/ may create, cause to be created mortgages/charges on the said Property and construction thereon in favour of the said Banks created in favour of the said Banks.

b. The title deeds relating to said Property have been/ have to be deposited with the said Banks as security for repayment of loans advanced hereafter by the said Banks to the Promoters under the said line of credit.

20.2. The Promoters specifically reserves its right to offer the said Property along with the construction thereon or any part thereof, including but not limited to the said Project and all the residuary right, title and interest in the said Apartment/Unit to be constructed on the said Project , as security (including by way of a mortgage or charge or hypothecation of receivables of allotted Apartment/Units being the installments of Sale Consideration together with interest and other charges payable thereon.) to any other credit/financial institution, bank or other person/body, who has advanced or may hereafter advance credit, finance or loans to the Promoters, and the Allottee/s has/have given and granted his/her/their/its specific and unqualified consent and

permission to the Promoters for doing the same without any further reference to the Allottee/s.

20.3. The Allottee/s hereby irrevocably and unconditionally declare/s, agree/s, undertake/s, covenant/s, confirm/s and assure/s that he/she/they/it shall, if and whenever requested by the Promoters hereafter in this regard, and within 7 (seven) days of receiving the Promoters' written intimation in this regard, sign, execute and give to the Promoters, and in such form as may be desired by the Promoters, any letter or other document recording his/her/their/its specific, full, free and unqualified consent and permission for the Promoters offering and giving the said Lands and/or the said Property and/or the Real Estate Project proposed to be constructed on the said Property by the Promoters, as security (save and except the said Apartment/Unit) in the manner mentioned hereinabove. It is expressly clarified, agreed and understood that strict compliance of this condition on the part of the Allottee/s shall be of the essence of this Agreement, and that on the basis of the declaration, agreement, undertaking, covenant, confirmation and assurance made/given by the Allottee/s herein, the Promoters has entered into this Agreement.

21. NOT A GRANT

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or the Real Estate Project or the Lands and/or any buildings/towers/wings as may be constructed thereon, or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and lands will remain the property of the Promoters as hereinbefore mentioned.

22. ALLOTTEE/S ALSO AN INVESTOR

The Allottee/s is also an Investor (or person) within the meaning of Article 5 (g-a) (ii) of Schedule I of the Bombay Stamp Act 1958 and the subsequent Allottee/s under a subsequent sale shall within the period permitted under the prevailing laws, shall be entitled for adjustment of duty if any paid on this Agreement. Provided that this clause shall automatically lapse if no such transfer as above is made within the stipulated period. Further provided that in the event of any change in the provisions of law in this respect, this clause shall stand amended mutatis mutandis.

23. BINDING EFFECT

Forwarding this Agreement to the Allottee/s by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the Schedules and Annexes along with the payments due as stipulated in the Payment Plan at Clause 3 above, within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Office of the Sub-Registrar of Assurances as and when intimated by the Promoters. If the Allottee/s(s) fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before

the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever, however subject to what is stated hereinabove.

24. ENTIRE AGREEMENT

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

25. RIGHT TO AMEND

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

26. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/S / SUBSEQUENT ALLOTTEE/S

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

27. SEVERABILITY

27.1. If any provision of this Agreement shall be determined to be void or unenforceable under the RERA Act or the Rules and Regulations made thereunder 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 thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

27.2. The invalidity, illegality or unenforceability of any one or more provision of this Agreement, shall not affect the validity or enforceability of the other provisions, if separately enforceable. If for any reason whatsoever any provision of this Agreement is or becomes, or is declared by a court of competent jurisdiction to be, invalid, illegal or unenforceable, then the Parties will negotiate in good faith to agree on one or more provisions to be substituted therefore, which provisions shall, as nearly as practicable, leave the Parties in the same or nearly similar position to that which prevailed prior to such invalidity, illegality or unenforceability.

28. METHOD OF CALCULATION OF PROPORTIONATE SHARE

Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottee/s(s) in Project, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the other premises/Apartment/Units/areas/spaces in the Real Estate Project.

29. FURTHER ASSURANCES

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

30. PLACE OF EXECUTION:

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

31. REGISTRATION

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

32. NOTICES

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

_____ Name/s of the Allottee/s
_____ (Allottee/s's Address)
Notified Email ID: _____

M/s. GUN RAJAN CONSTRUCTIONS
Shop No.1, Building No.11,
Sah Nivas Co-operative Housing Society ltd.,
Near Dutt Mandir, Vivek College Road,
Siddharth Nagar No.4, Goregaon (West),
Mumbai 400 104
Notified Email ID:gunrajanconstructions@gmail.com

It shall be the duty of the Allottee/s and the Promoters to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted

at the above address shall be deemed to have been received by the Promoters or the Allottee/s, as the case may be.

33. JOINT ALLOTTEE/S

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

34. WAIVER

The delay or indulgence on the part of the Promoters in enforcing any of the terms hereof, or any forbearance or giving of time shall not be construed as waiver on their part of any breach or non-compliance of any other terms and conditions hereof by the Allottee/s nor shall the same in any manner prejudice any of the Promoters's rights hereunder or otherwise under law.

35. STAMP DUTY AND REGISTRATION CHARGES:

35.1. The Allottee/s shall bear and pay all the amounts payable towards stamp duty, registration charges and all out-of-pocket costs, charges and expenses on all documents for sale and / or transfer of the said Premises and / or the said Car Parking Space, including applicable stamp duty and registration charges on this Agreement. Any consequence of failure to register this Agreement within the time required shall be on the Allottee/s' account.

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

36. 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, thereunder.

37. GOVERNING LAW:

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 District, and the Courts of Competent Jurisdiction in Mumbai will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

38. INTERPRETATION:

38.1. In this Agreement where the context admits:

a) Any reference to any statute or statutory provision shall include all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated) and such provision as from time to time amended, modified, re-enacted or consolidated (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transaction entered into under this Agreement as applicable, and (to the extent liability thereunder any exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to as directly or indirectly replaced ;

b) Any reference to the singular shall include the plural and vice-versa;
c) Any reference to the masculine, the feminine and the neuter shall include each other;
d) Any references to a “company” shall include a body corporate;
e) The word “Business Day” would be constructed as a day which is not a Sunday, or a public holiday or a bank holiday under the Negotiable Instruments Act, 1881 either at Mumbai, or any place where any act under this Agreement is to be performed;
f) The schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it. Any references to clauses, sections and schedule are to clauses, sections of and schedules to this Agreement. Any references to parts or paragraphs are unless otherwise stated, references to parts or paragraphs of clauses, sections and schedules in which the references appears;
g) References to this Agreement or any other document shall be constructed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaces from time to time;
h) The expression “the Clause” or “this Clause” shall, unless followed by reference to a specific provision, be deemed to refer to the whole clause (not merely the sub-clause, paragraph or other provision) in which the expression occurs;
i) Each of the representations and warranties provide in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;
j) In determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a Business day, then the period shall include the next following Business Day;
k) The words “include”, “including” and “in particular” shall be construed as being by way illustration or emphasis only and shall not be construed as, nor shall the take effect as, limiting the generality of any preceding words;
l) Reference to a person (or to a word importing a person) shall be construed so as to include:
    I. An individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal Personality / Seprate legal entity);

II. That person's successors in title and permitted assigns or transferees in accordance with the terms of this Agreement; and

III. Reference to a person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives;

m) Where a wider construction is possible, the words "other" and "otherwise" shall not be constructed ejusdem generis with any foregoing words.

39. INCOME TAX PERMANENT ACCOUNT NUMBERS

Income Tax Permanent Account Number of the Parties are as under: -

Name of The Party/Promoters	PAN No.
M/s. GUN RAJAN CONSTRUCTIONS	**AAUFG9592K**
Name of Allottee/s	(PAN number)

THE FIRST SCHEDULE HEREIN ABOVE REFERRED

Development rights in respect of **a)** All that Piece and Parcel of Leasehold Land bearing Plot No.18 admeasuring 901.30 square meters or thereabouts along with the Structures being a Building standing thereon and known as "**Vallabh Krupa**" bearing CTS No.644, 644/6 to 644/11 now renumbered and reconstituted as CTS no.644/A/1 and CTS no.644/A/2 of Village : Pahadi Goregaon West, Taluka : Borivali, Mumbai Suburban District lying and being situated at Plot No.18, Jawahar Nagar, S. V. Road, Goregaon (West), Mumbai 400 104 **(hereinafter referred to as "the Property No.1")** & **b)** All that Piece and parcel of Leasehold Land admeasuring 666.10 square meters or thereabouts (as per property card) along with structures standing thereon being a Building known as **"Kanti Smruti"** bearing C.T.S. Nos.645, 645/1 and 645/2 of Village Pahadi Goregaon West, Taluka : Borivali in the Registration District of Mumbai City and Sub–district Mumbai Suburban lying and being situated at Plot No.18A, Jawahar Nagar, Goregaon (West), Mumbai – 400 104

THE SECOND SCHEDULE HEREIN ABOVE REFERRED

a) All that Piece and Parcel of Leasehold Land bearing Plot No.18 admeasuring 901.30 square meters or thereabouts along with the Structures being a Building standing thereon and known as "**Vallabh Krupa**" bearing CTS No.644, 644/6 to 644/11 now renumbered and reconstituted as CTS no.644/A/1 and CTS no.644/A/2 of Village : Pahadi Goregaon West, Taluka : Borivali, Mumbai Suburban District lying and being situated at Plot No.18, Jawahar Nagar, S. V. Road, Goregaon (West), Mumbai 400 104 and bounded as follows ;

On or towards the North : By Plot no. 19

On or towards the South : By Plot no. 17

On or towards the East : By Plot no. 18/A

On or towards the West : By S.V. Road

b) All that Piece and parcel of Leasehold Land admeasuring 666.10 square meters or thereabouts (as per property card) along with structures standing thereon being a

Building known as **"Kanti Smruti"** bearing C.T.S. Nos.645, 645/1 and 645/2 of Village Pahadi Goregaon West, Taluka: Borivali in the Registration District of Mumbai City and Sub–district Mumbai Suburban lying and being situated at Plot No.18A, Jawahar Nagar, Goregaon (West), Mumbai – 400 104 and bounded as follows;

On or towards the North : By Plot no.19

On or towards the South : By Plot no. 17

On or towards the East : By Plot no. 144

On or towards the West : By Plot no. 18

THE THIRD SCHEDULE HEREIN ABOVE REFERRED

LIST OF AMENITIES IN THE REAL ESTATE PROJECT

1. Staircase.
2. Passage and Mid landing.
3. Corridors.
4. Common electric meter for common lights and services.
5. Fire Fighting Equipment and means to access thereto.
6. Overhead water tanks located on topmost floor of the building.
7. Drainage, storm water drain, electric sub-station if constructed, electrical poles, underground water tank.
8. Common Terrace above the top floor of the said new building.
9. Open spaces around the said new building
10. Rain Water Harvesting
11. Solar Energy System

OR

1. The building will be of R.C.C. framed structures.
2. Well planed flats with sufficient light and ventilation, beautiful elevation, economic planning and top class construction.
3. External wall of the building will be painted with Snowcem and internal with white wash.
4. Main door of the flat will have number plate, magic eye, call bell, fancy handle with night latch.
5. Bath and W.C. Doors with wooden panel and will be oil painted.
6. Bath and W.C. Windows will be provided with glass louvers and 1'.5". Bars for safety.
7. I.P.S. Flooring in living rooms and kitchen.
8. I.P.S. Flooring in all bathrooms.
9. Kitchen platform of R.C.C. Slab with sink.
10. Aluminum wiring provided for internal and external wiring.
11. Living room: 1 light point, 1 fan point and 1 plug point.
12. Bed room: 1 light point, 1 fan point and 1 plug point.
13. Kitchen: 1 light point and 1 plug point.
14. Bath and W.C: 1 light point in each, 1 plug point.
15. Underground tank and overhead tank with sufficient capacity for regular water supply.
16. All W.C. will be provided with flushing system.
17. Electric pump and cabin with standby arrangement.
18. Elevator of reputed company.
19. Artistically designed Garden with play equipment for children.

20. Decorative marble / granite main entrance with fall ceilings.

THE FOURTH SCHEDULE HEREIN ABOVE REFERRED

Apartment/Unit being Flat/Shop/office bearing **No._____** on **_____** Floor of the Building known as "_____" of of the Real Estate Project known as "_____" constructed on all those pieces and parcels of land or ground bearing CTS No.644, 644/6 to 644/11 now renumbered and reconstituted as CTS no.644/A/1 and CTS no.644/A/2, C.T.S. Nos.645, 645/1 and 645/2 of Village : Pahadi Goregaon West, Taluka : Borivali, Mumbai Suburban District lying and being situated at Plot No.18 & 18A, Jawahar Nagar, S. V. Road, Goregaon (West), Mumbai 400 104.
IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at **MUMBAI** in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED)
by the within named the Promoters)
M/s. GUN RAJAN CONSTRUCTIONS)
through its Partners)
1) MR. RAJESH JAYANTILAL SHAH &)
2) MR. SACHIN JAYANTILAL SHAH)
in the presence of)
.....)

SIGNATURE	**LEFT THUMB IMPRESSION**	**PHOTOGRAPH**

SIGNED AND DELIVERED)
by the within named the Allottee/s)

_____)

_____)

in the presence of)
.....)

SIGNATURE	**LEFT THUMB IMPRESSION**	**PHOTOGRAPH**

RECEIPT

Received on or before the execution of these presents of and from the within named Allottee/s the sum of Rs. _____/- (Rupees _____ Only), as within mentioned.

DATE	**CHQ/UTR. NO.**	**DRAWN ON**	**AMOUNT (RS.)**
TOTAL (RUPEES _____ ONLY)			**Rs._____/-**

We Say Received:

(Promoters)
PARTNERS

Witnesses:

1.

2.