

AGREEMENT

THIS AGREEMENT made at _____ this _____ day of _____ **20__**.

BETWEEN

M/s. BALAJI ENTERPRISES, (PAN No. AAUFB2484P) a partnership firm, duly registered under the provisions of Indian Partnership Act, 1932 and office address at Shop No. 12, Siddhivinayak Tower, Nr.Makwana Complex,, Virar (East), Taluka Vasai, District Palghar-401305 represented by its authorized Partner Mr. Shiv Shankar R. Kabade (Aadhaar No 7065 2463 7980), hereinafter referred to as **“THE PROMOTER”** [which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners] of the **ONE PART**;

AND

Mr./Ms. _____, aged ____ Years
Mr./Ms. _____, aged ____ Years
residing at _____

hereinafter referred to as **"THE ALLOTTEE/S"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his legal heirs, executors, administrators and assigns) of the **OTHER PART**; The Promoter and Allottee/s shall hereinafter collectively be referred to as the **“Parties”** and individually as **“Party”**.

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WHEREAS

a) By Heirship. Khatedar Mr. Hari Aalo Patil died intestate four to five years back leaving behind him 1) Shri. Narayan Hari Patil, 2) Shri. Vasudeo Hari Patil, 3) Smt. Ramabai Joma Patil 4) Smt. Babybai Rama Gharat 5) Smt. Godibai Dattatreya Bhoir 6) Smt. Kamli Hari Patil 7) Smt. Jayanti Hari Patil 8) Smt. Vithabai Hari Patil, being the legal heirs according to the Hindu Succession Act, by which he was governed at the time of his death. The name of deceased is deleted and the names of above heirs was entered in the 7/12 extract vide

b) By Heirship. Khatedarinbai. Smt. Kamli Hari Patil died intestate two years back leaving behind him legal heir her brother 1) Shri. Narayan Hari Patil, expired legal heirs 1) Smt. Chandrabhaga Narayan Patil, 2) Shri Nitin Narayan Patil 3) Smt. Rohini Moreshwar Bhoir 4) Smt. Asha Narayan Patil 5) Smt. Shantibai Hari Patil 6) Smt. Ramabai Joma Patil 7) Smt. Babybai Rama Patil 8) Godavari Dattareya Bhoir 9) Jayanti Suresh Bhoir being the legal heirs according to the Hindu Succession Act, by which she was governed at the time of his death. The name of deceased is deleted and the names of above heirs was entered in the 7/12 extract vide mutation entry no. 7446, dated 15/5/1990. Certified on 6/6/1990.

c) By Heirship. Khatedarinbai. Shri. Narayan Hari Patil died intestate on 10/5/1989 leaving behind him legal heir 1) Smt. Chandrabhaga Narayan Patil, 2) Shri Nitin Narayan Patil 3) Smt. Rohini Moreshwar Bhoir 4) Smt. Asha Narayan Patil, being the legal heirs according to the Hindu Succession Act, by which he was governed at the time of his death. The name of deceased is deleted and the names of above heirs was entered in the 7/12 extract vide mutation entry no. 7447, dated 15/5/1990. Certified on 6/6/1990.

d) As per Aakarbandh villages 1) Naringi and Dongre as per separate new aakarbandh issued from District Inspector of Land Record Thane and Order no. ADM/4037 issued from Commissioner, Mumbai Division, Mumbai and as per Govt. Circular Revenue and Forest Dept. no. TSC/1069/32810 Special dated 9/12/1970 This record is made as per detail below: Reference; Mutation entry no. 1 dated 1/8/1997, certified on 2/8/1997

e) By Heirship. Shri. Narayan Hari Patil died intestate on 7/5/1989 leaving behind him legal heir 1) Shri Nitin Narayan Patil 2) Smt. Rohini Moreshwar Bhoir 3) Smt. Asha Narayan Patil being the legal heirs according to the Hindu Succession Act, by which he was governed at the time of his death. Deceased wife expired since back and therefore the name of deceased is deleted and the names of above heirs was entered in the 7/12 extract vide mutation entry no. 649, dated 1/10/2007. Certified on 23/10/2007.

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f) By Heirship. Khatedar Shrimati. Vithabai Hari Patil died intestate on 1/7/1993 leaving behind him legal heirs 1) Vasudeo Hari Patil, 2. Shri Nitin Narayan Patil 3) Smt. Rohini Moreshwar Bhoir 4) Smt. Asha Narayan Patil 6) Smt. Ramabai Joma Patil 7) Smt. Babybai Rama Patil 8) Godabai Dattareya Bhoir, 9) Jayanti Suresh Bhoir being the legal heirs according to the Hindu Succession Act, by which he was governed at the time of his death. Deceased wife expired since back and therefore the name of deceased is deleted and the names of above, heirs was entered in the 7/12 extract vide mutation entry no. 650, dated 1/10/2007.Certified on 23/10/2007.

g) As per edit model use under E-Mutation project of Handwriting and Computer right of record (Village Form 7/12 extract) is to be match properly as per Order and Government Circular No. BHU.A.PRA.KRA.180/L -1 dated 7/5/2016. Tehsildar Vasai District Palghar REV/KMSM/7601, District Palghar have passed order dated 21/6/17 the correction is made in computerized 7/12 extract (66/8).Ref: Mutation entry no. 1468.

h) As per order Ns. Mahsul/KT//TI/JAMINBAL/Kari/2232/SR/284/2021 dated 31.03.2021

i) The afore said land is shown in the name of Nitin Narayan Patil & Others & he had named application to Tahsildar Saheb, Vasai for converting the said land into Non-agricultural land and as per the order the said land is converted into non-agricultural forresidence use by paying conversion Tax. And accordingly conversion Tax is paid by Challan No. MH0014504866202021M of 31/03/2021 of Rs. 3000/- to Govt. therefore N.A. record. is shown in 7/12 extract of said land ride Mutation entry No. 171, certified on 17.06.2021.

j) Also as such by the conveyance 1) Asha Narayan Patil, 2. Godibai Dattatreya Patil, 3. Jayanti daughter of Hari Patil 4. Deepak Joma Patil 5. Nitin Narayan Patil, 6. Babybai Rama Patil, 7. Bhau Joma Patil 8. Rajani Bhalchandra Patil 9. Ramesh Joma Patil, 10. Rohini Moreshwar Patil, 11. Shri Vasudeo Hari Patil, have sold and conveyed the said land to M/S. Balaji Enterprises Through Partners Sachin Eknath Jhambare, vide conveyance dated 16.03.2021 registered in the of Sub-Registered at Vasai- V, Virar at serial No. 3800/2021, Vide mutation entry no. 1689 dated 09.04.2021 certified on 27.05.2021. This record is made for application and from copy of conveyance bearing No. 3800/2021 dated 16.03.2021 issued from Sub-Registrar Class-2 Vasai – V and from copy of declaration. 2021 Vide mutation entry no. 1689 dated 09.04.2021 certified on 27.05.2021.

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k) **M/s. BALAJI Enterprises** (therein called “the Promoters”) of the First Part the said have agreed to grant, assigns, and transfers their development rights in respect of the F.S.I. admeasuring F.S.I. admeasuring 3104.68 Square meters (Built up area) of Residential Bungalow, Row-House (including all balconies, staircase, passage area and other common facilities) together with right to use the garden, roads and other common facilities of group housing scheme, out of total FSI approved by the VVCMC, being utilized on part portion of N.A. land bearing Survey No.109, Hissa No. 1/A Admeasuring Ares Square metres 4270, Assessed at Rs. 0.20.0 Paise lying, being and situate at Village DONGARE Virar West, Taluka Vasai, District Palghar, within the area of Joint Sub-Registrar Class-2 at Vasai No. 1 to 6 as shown in the plan thereof hereto annexed (herein after referred to as **“The said FSI”** for the sake of brevity) more particularly described in the Second schedule hereunder written (hereinafter referred to as **“The said Project Land”**) to **M/s. Balaji Enterprises**, on the terms and conditions mentioned in the said Agreement.

l) The said land have been amalgamated and converted into N. A. by the Office of Collector, Thane vide its Order bearing No. SR महासुलक्र-टे/1-क/. 2021/284/आर/एस/2223-कवी/जमिनीबाबत/1,dated 2021/03/21

m)) M/s. Balaji Enterprises, the owner of land bearing Survey No. 109, Hiss No. 1/A, admeasuring 4270 Square meters, have granted the development right in respect of the F.S.I. admeasuring 3104.68 Square meters (Built up area), of Bungalow & Row-House Project on land admeasuring Square meters together with right to use the garden area and right of way over the roads and other common facilities, out of N.A. land admeasuring 4270 Square meters, in Survey No. 109, Hiss No. 1/A assessed at Rs. 0.20.0 Paise, lying, being and situate at Village Dongare Virar, (West), Taluka Vasai, District Palghar, within the area of Sub- Registrar Vasai No. II (Virar) ,(hereinafter called “The Said Land”) more particularly described in the First Schedule hereunder written, on the terms and conditions mentioned in the said agreement.

n) The Vasai Virar City Municipal Corporation has granted the Revise Development Permission for the construction of proposed Residential Bungalow/ Row-House, vide its order bearing No. **VVCMC/TP/CC/VP-6330/237/2023-24, dated 20/12/2023.**

o) The Promoter are constructing the Residential Row-House, known as **“NORTHERN VILLAS”** on the land admeasuring **4270** sq. meters or thereabouts, out of the said Land is more particularly described in the **“A”** Schedule hereunder written (collectively also referred to as “ The Said Project”) along with common amenities and facilities, gardens, internal roads, pathways, etc.

p) AND WHEREAS the Promoter have entered into a standard agreement with Architect Kuldeep Patil registered with the Council of Architects and such agreement

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is as per the agreement prescribed by the Council of Architects; whereas the Promoter has appointed kuldeep patil as the Structural Engineer for the preparation of the structural design and drawings of the Bungalow/ Row-House schemes and the Promoter accepts of professional supervision of the Architect and the structural Engineer till the completion of the Bungalow/ Row-House scheme /Bungalow/ Row-House schemes.

q) AND WHEREAS by virtue of the Development Agreement/Power of Attorney the Promoter alone has the sole and exclusive right to sell the Bungalow/ Row-House in the said Bungalow/ Row-House scheme/s with the Allottee/s of the Bungalow/ Row-House and to receive the sale price in respect thereof;

r) AND WHEREAS the Allottee/s demanded from the Promoter and the Promoter have given inspection to the Allottee/s of all the documents of title relating to the said land, the said Order, the Development Agreement and the Plans, designs and specifications prepared by the Promoter’s Architects Kuldeep Patil and of such other documents as are specified under the Maharashtra Ownership Bungalow/ Row-Houses Regulation of the Promotion of Construction, Sale, Management and Transfer Act, 1963 (hereinafter referred to as “the said Act”) and the rules made thereunder.

s) AND WHEREAS the copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, copies of Property card or extract of Village Forms VI or VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the said land on which the Bungalow/ Row-Houses are constructed or are to be constructed and the copies of the plans and specifications of the Bungalow/ Row-House agreed to be purchased by the Allottee/s approved by the concerned local authority.

t) the carpet area of the said Bungalow/ Row-House is in _____ square meters and “Carpet area” means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the apartment. u) As such M/S. Balaji Enterprises, are the owners of or otherwise well and sufficiently entitled to the piece and parcel of N.A. land bearing Survey No. bearing Survey No. 109, Hiss No. 1/A, admeasuring 4270 Square meters, lying being and situate at Village **DONGARE** Virar (West), Taluka Vasai, District Palghar, within the area of Joint Sub-Registrar Class-2 at Vasai No. 1 to 6.

v) The Vasai Virar City Municipal Corporation has granted the Regularization of Existing Residential Row-House/Bungalow-A,B,C,D,E Stilt+Second Floor and Commencement Certificate for proposed Stilt-Second Floor for Residential Bungalow, Row-House under EWS Scheme and Residential Bungalow on the said land vide its Order bearing No. VVCMC/TP/CC/VP-6330/238/2023-24, dated 20/12/2023.

w) The Vasai Virar City Municipal Corporation has sanctioned the FSI admeasuring 3104.68 Square metres (Built up area) of Residential in respect of portion of land bearing

Survey No. 109, Hissa No. 1/A shall available for the construction of Residential Building No. 1 (hereinafter called "The said location").

x) **M/s. BALAJI ENTERPRISES**, (therein called "the Developers") of the First Part the said Sachin Eknath Zambre, Mr. Shivshakar R. Kabade, and others have agreed to grant, assigns, and transfers their development rights in respect of the F.S.I. admeasuring F.S.I. admeasuring 3104.68 Square meters (Built up area) of Residential Bungalow & Row-House A,B,C,D,E type (including all balconies, staircase, passage and lift area and other common facilities) together with right to use the garden, roads and other common facilities of group housing scheme, out of total FSI approved by the VVCMC, being utilized on part portion of N.A. land bearing Survey No. 109, Hissa No. 1/A Admeasuring Ares 4270.00 Square metres Assessed at Rs. 0.20.00 Paise, lying, being and situate at Village DONGARE (old Village Naringi), Taluka Vasai, District Palghar, within the area of Joint Sub-Registrar Class-2 at Vasai No. 1 to 6 as shown in the plan thereof hereto annexed (herein after referred to as "**The said FSI**" for the sake of brevity) more particularly described in the Second schedule hereunder written (hereinafter referred to as "**The said Project Land**") to **M/s. BALAJI ENTERPRISES**.

y) As such **M/s. BALAJI ENTERPRISES** (hereinafter called "The Promoter") is entitled to the F.S.I. admeasuring F.S.I. admeasuring 3104.68 Square meters (Built up area) of Residential Bungalow/Row-House (including all balconies, staircase, passage and lift area and other common facilities) together with right to use the garden, roads and other common facilities of group housing scheme, out of total FSI approved by the VVCMC, being utilized on part portion of N.A. land bearing Survey No. 109, Hissa No. 1/A Admeasuring Ares 4270.00 Square metres Assessed at Rs. 0.20.00 Paise, lying, being and situate at Village DONGARE (old Village Naringi), Taluka Vasai, District Palghar, within the area of Joint Sub-Registrar Class-2 at Vasai No. 1 to 6 as shown in the plan thereof hereto annexed (herein after referred to as "**The said FSI**" for the sake of brevity) more particularly described in the First schedule hereunder written as well as in the First schedule hereunder written (hereinafter referred to as "**The said Project Land**") (hereinafter called "The said location").

- a) The Promoter is entitled and enjoined upon to construct the Residential Building No. 1, on the project land in accordance with the recitals hereinabove;
- b) The Promoter is in possession of the project land.
- c) The Promoter has proposed to construct on the project land of **Residential Bungalow & Row-House having Stilt-+2 upper floors** known as "**NORTHERN VILLAS**".
- d) The Allottee/s is offered a Row-House/ Bungalow **No. ____** on Stilt-2 Floor, in ____ wing, (hereinafter referred to as the said "**Bungalow/Row-House**"), in the

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Residential called as “**NORTHERN VILLAS**” (hereinafter referred to as the said “**Bungalow/Row-House**”) being constructed on the said project land, by the Promoter.

e) The Promoter have entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

f) The Promoter have registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai, Registration No. _____, dated _____ authenticated copy is attached in Annexure `F`.

g) The Promoter has appointed a Structural Engineer for the preparation of the structural design and drawings of the building and the Promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building.

h) By virtue of the Development Agreement / Power of Attorney the Promoter has sole and exclusive right to sell the Bungalow/Row-Houses in the said building to be constructed by the Promoter on the project land and to enter into Agreement/s with the Allottee(s)/s of the Bungalow/Row-Houses to receive the sale consideration in respect thereof;

i) On demand from the Allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects **Mr. Kuldeep Patil** 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;

j) The authenticated copies of Certificate of Title issued by the advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Bungalow/Row-Houses are constructed or are to be constructed have been annexed hereto and marked as Annexure `A` and `B` respectively.

k) The authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure `C-1`.

l) The authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the building and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure.

m) The authenticated copies of the plans and specifications of the Bungalow/Row-

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House agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed hereto and marked as Annexure 'D'.

n) The Promoter have got some of the approvals from the concern local authority(s) to the plans, the specifications, elevations, sections and of the said building 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.

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

p) The Promoter have accordingly commenced construction of the said building in accordance with the said proposed plans.

q) The Allottee/s has/have applied to the Promoter for allotment of a Bungalow/Row-House No. _____, on Sitilt+2, Floor, situated in the **Residential Bungalow/Row-House** premises called as "**NOTHEREN VILLAS**", being constructed of the said Project.

r) As per carpet area of the said Bungalow/Row-House is _____ Square meters and "carpet area" means the net usable floor area of an Residential premises Bungalow/Row-House, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Bungalow/Row-House for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Bungalow/Row-House for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the Bungalow/Row-House.

s) 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;

t) Prior to the execution of these presents the Allottee/s has/have paid to the Promoter a sum of Rs. _____/- (Rupees _____ only), being part payment of the sale consideration of the Bungalow/Row-House agreed to be sold by the Promoter to the Allottee/s as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee/s has/have agreed to pay to the Promoter the balance of the sale consideration in the

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manner hereinafter appearing.

- u) The Promoter have registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at Mumbai Maharashtra No ; _____, dated _____.
- v) Under Section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Bungalow/Row-House with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.
- w) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee/s hereby agrees to purchase the Bungalow/Row-House and the garage/covered parking (if applicable).

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

1. The Promoter shall construct the said **Residential** Bungalow/Row-House called as "**NOTHEREN VILLAS**", consisting of _____ basement and ground/stilt+2 upper floors comprising of 8, Bungalow/Row-Houses, on the project land in accordance with the plans, designs and specifications as approved by the concerned Local Authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the Bungalow/Row-House of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law.

1.a (i) The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s, the **Bungalow/Row-House No.** _____ having as per RERA Carpet area admeasuring _____ Sq. meters, Enclosed Balcony area _____ Sq. mtrs, C.B. area _____ Sq. mtrs, and area _____ Sq. mtrs, **on _____ Floor, in ` \_\_\_\_\_` wing**, as shown in the floor plan thereof hereto annexed in the **Residential** called as "**NOTHEREN VILLAS**" (hereinafter referred to as "**The Bungalow/Row-House**") as shown in the Floor plan thereof hereto annexed and marked Annexure **A-B-C-D-E AND F** for the total consideration of Rs. _____/- (Rupees _____ only) including Rs. _____/- (Rupees _____ only) being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (the price of the Bungalow/Row-House

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including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

(ii) The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s garage bearing Nos. _____, admeasuring _____ Sq.ft. having _____ ft. length x _____ ft. breath x _____ ft. vertical clearance and situated at _____ Basement and/or stilt and/or _____ podium being constructed in the layout for the consideration of Rs. _____/-.

(iii) The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s covered parking spaces bearing Nos. _____, admeasuring _____ Sq.ft. having _____ ft. length x _____ ft. breath x _____ ft. vertical clearance and situated at _____ Basement and/or Stilt and/or _____ Podium being constructed in the layout for the consideration of Rs. _____/-.

1.b. The total aggregate consideration amount for the Bungalow/Row-House including garages/cover parking spaces is thus Rs. _____/-.

1.c. The Allottee/s has/have paid on or before execution of this agreement a sum of Rs. _____/- (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs. _____/- (Rupees _____ only) and shall be deposited in RERA Designated Collection Bank Account, _____ Bank, _____ Branch having IFS Code _____, situated at _____. In addition to the above bank account, I/we have opened in the same bank, RERA Designation Separate Bank Account and RERA Designated Transaction Bank Account having Account No. _____ and _____ respectively.

(Note For projects where Promoter have Area Share, the three bank accounts of the project of all the Promoter shall be listed. For projects where Promoter have Revenue Share the three bank accounts of all Promoter as well as the RERA Designated Master Bank Account of the Project shall be listed.)

Allottee/s hereby agrees to pay to that Promoter the said balance amount in following manner :-

- i) Amount of Rs. _____/- (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.

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- ii) Amount of Rs. _____/- (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Bungalow/Row-House is located.
- iii) Amount of Rs. _____/- (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Bungalow/Row-House is located (1st to 13th Floor slab) per slab 1.785%.
- iv) Amount of Rs. _____/- (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings, doors and windows of the said Bungalow/Row-House/Shop.
- v) Amount of Rs. _____/- (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Bungalow/Row-House/Shop.
- vi) Amount of Rs. _____/- (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of external plumbing and external plaster, elevations, terraces with waterproofing, of the said building or wing in which the said Bungalow/Row-House is located.
- vii) Amount of Rs. _____/- (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Bungalow/Row-House is located.
- viii) Balance Amount of Rs. _____/- against and at the time of handing over the possession of the said Bungalow/Row-House to the Allottee/s on or after receipt of occupancy certificate or completion certificate.

1(d) The total price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Bungalow/Row-House/Shop.

1(e) The total price is escalation-free, save and except escalation/increase due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, local bodies, government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation etc., published/issued in that behalf to that effect

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along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee/s by discounting such early payments @ ___% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s by the Promoter.

1(g) The Promoter 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, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

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

Note: Each of the instalments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building/wing.

2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Bungalow/Row-House to the Allottee/s, obtain from the concerned local authority occupancy and/or completion certificate in respect of the said Bungalow/Row-House in the Building known as "NOTHEREN VILLAS".

2.2 Time is essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the Bungalow/Row-House to the Allottee/s and the common areas to the association of the Allottee/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the instalment

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and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is _____ Square metres only and Promoter has planned to utilize Floor Space Index of _____ Square metre by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space India of _____ Sq. Mtrs, as proposed to be utilized by him on project land in the said Project and Allottee/s has/have agreed to purchase the said Bungalow/Row-House based on the proposed construction and sale of Bungalow/Row-Houses to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Bungalow/Row-House to the Allottee/s, the Promoter agrees to pay to the Allottee/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession. The Allottee/s agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Promoter.

4.2 Without prejudice to the right of the Promoter to charge interest in terms of sub clause 4.1 above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

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

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s (subject to adjustment and recovery of any agreed

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liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Bungalow/Row-House which may till then have been paid by the Allottee/s to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Bungalow/Row-House as are set out in Annexure - E, annexed hereto.

6. The Promoter shall give possession of the Bungalow/Row-House to the Allottee/s on or before ____ day of ____ 20____. If the Promoter fails or neglects to give the possession of the Bungalow/Row-House to the Allottee/s on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee/s, the amount already received by him in respect of the Bungalow/Row-House with interest at the same rate as may mentioned in the clause 4.1 herein above from the date of Promoter received the sum till the date the amounts and interest thereon is repaid.

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

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

7.1 Procedure for taking Possession :- The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee/s as per the Agreement shall offer in writing the possession of the Bungalow/Row-House/Shop, to the Allottee/s in terms of this Agreement to be taken within 3 (three months) from the date of issue of such notice and the Promoter shall give possession of the Bungalow/Row-House to the Allottee/s. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoter or association of Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee/s shall take possession of the Bungalow/Row-House within 15 days of the written notice from the Promoter to the Allottee/s intimating that the said Bungalow/Row-Houses are ready for use and occupancy;

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7.3 Failure of Allottee/s to take Possession of Bungalow/Row-House : Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee/s shall take possession of the Bungalow/Row-House from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Bungalow/Row-House to the Allottee/s. In case the Allottee/s fails to take possession within the time provided in clause 7.1 such Allottee/s shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the Bungalow/Row-House to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the Bungalow/Row-House or the building in which the Bungalow/Row-House are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

8. The Allottee/s shall use the Bungalow/Row-House or any part thereof or permit the same to be used only for purpose of *residence/office/show-room/shop/godown for carrying on any industry or business.(*strike of which is not applicable). He/She/They shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Allottee/s along with other Allottee(s) of Bungalow/Row-Houses in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee/s, so as to enable the Promoter to register the common organisation of Allottee/s. No objection shall be taken by the Allottee/s if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the Society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Bungalow/Row-House is situated.

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9.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee/s that the Bungalow/Row-House is ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Bungalow/Row-House/Shop) of outgoings in respect of the project land and Building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building. Until the Society or Limited Company is formed and the said structure of the building or wing is transferred to it, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee/s further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs.____/- per Square feet per month, towards the outgoings. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

10. The Allottee/s shall on or before delivery of possession of the said Bungalow/Row-House/Shop/premises keep deposited with the Promoter, the following amounts :-

- (i) Rs. _____/- for share money, application entrance fee of the Society or Limited Company/Federation/Apex body.
- (ii) Rs. _____/- for formation and registration of the Society or Limited Company/Federation/Apex body.
- (iii) Rs. _____/- for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/Apex body.
- (iv) Rs. _____/- for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/Apex body.
- (v) Rs. _____/- For Deposit towards Water, Electric, and other utility and services connection charges &

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

11. The Allottee/s shall pay to the Promoter a sum of Rs. _____/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee/s shall pay to the Promoter, the Allottee's share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said building/wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee/s shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society/Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Society/Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has there requisite rights to carry out development upon the project land and also have actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

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- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the Project and the said Bungalow/Row-House which will, in any manner, affect the rights of Allottee/s under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Bungalow/Row-House to the Allottee/s in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of Allottee/s the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee/s;
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

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14. The Allottee/s or himself/herself/themselves with intention to bring all persons into whosoever hands the Bungalow/Row-House may come, hereby covenants with the Promoter as follows: -

- i. To maintain the Bungalow/Row-House at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Bungalow/Row-House is taken and shall not do or suffer to be done anything in or to the building in which the Bungalow/Row-House is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Bungalow/Row-House is situated and the Bungalow/Row-House itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Bungalow/Row-House any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Bungalow/Row-House 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 Bungalow/Row-House is situated, including entrances of the building in which the Bungalow/Row-House is situated and in case any damage is caused to the building in which the Bungalow/Row-House is situated or the Bungalow/Row-House on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.
- iii. To carry out at his/her/their own cost all internal repairs to the said Bungalow/Row-House and maintain the Bungalow/Row-House in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the Bungalow/Row-House is situated or the Bungalow/Row-House which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Bungalow/Row-House 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 Bungalow/Row-House or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Bungalow/Row-House is situated and shall keep the portion, sewers, drains and

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pipes in the Bungalow/Row-House and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Bungalow/Row-House 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 Bungalow/Row-House without the prior written permission of the Promoter and/or the Society or the Limited Company.

- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Bungalow/Row-House is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Bungalow/Row-House in the compound or any portion of the project land and the building in which the Bungalow/Row-House is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his/her/their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Bungalow/Row-House is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Bungalow/Row-House by the Allottee/s for any purposes other than for purpose for which it is sold.
- ix. The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Bungalow/Row-House until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up.
- x. The Allottee/s shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation 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 Bungalow/Row-House 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

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Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Bungalow/Row-House in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- xi. Till a conveyance of the structure of the building in which Bungalow/Row-House is situated is executed in favour of Society/Limited Society, the Allottee/s shall permit the Promoter and his surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.
 - xii. Till a conveyance of the project land on which the building in which Bungalow/Row-House is situated is executed in favour of Society/Apex Body or Federation, the Allottee/s shall permit the Promoter and his surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilized the amounts only for the purposes for which he has been received.
16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Bungalow/Row-House or of the said plot of land and building or any part thereof. The Allottee/s shall have no claim save and except in respect of the Bungalow/Row-House hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Society/Apex Body/Federation as hereinbefore mentioned.
17. THE PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE
- After the Promoter executes this Agreement he shall not mortgage or create a charge on the Bungalow/Row-House and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has taken or agreed to take such Bungalow/Row-House/Shop.
18. BINDING EFFECT

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

19. ENTIRE AGREEMENT

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

20. RIGHT TO AMEND

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

21. 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 Bungalow/Row-House/Shop, in case of a transfer, as the said obligations go along with the Bungalow/Row-House for all intents and purposes.

22. SEVERABILITY

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

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

Wherever in this Agreement it is stipulated that the Allottee/s has/have to make any payment, in common with other Allottee/s in Project, the same shall be in proportion to the carpet area of the Bungalow/Row-House to the total carpet area of all the Bungalow/Row-Houses in the Project.

24. 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.

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through his authorized signatory at the Promoter’s Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/s, in _____ after the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Joint Sub-Registrar Class-2 at Vasai No. 1 to 6. Hence this Agreement shall be deemed to have been executed at Virar/Nallasopara/Vasai.

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

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

Name of Allottee ‘s

Mr. _____,

Allottee/s Address: _____

Allottee’s Notified Email ID - _____

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Promoter Name :

MR. Shivshankar R. Kabade

Promoter Address :

At B/106, Makwana Complex]

Veer Savarkar Marg, Virar (East),

Taluka Vasai, District Palghar-401305

Notified Email ID : balajient.virar@gmail.com

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

28. JOINT ALLOTTEES

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

29. Stamp Duty and Registration :- The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee/s and also the GST or any other similar taxes shall be borne by the Allottee/s at his/her/their own costs and expenses.

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

31. GOVERNING LAW

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

32. Real Estate Agent :

A. In case the transaction being executed by this agreement between the Promoter and the Allottee/s is/are facilitated by a Registered Real Estate Agent, all amount (Including Taxes) agreed as payable remuneration/fee/charges for services/commission/brokerage to the said Registered Real Estate Agent, shall be paid by the Promoter/Allottee/both, as the case may be, in accordance with the agreed terms of payment."

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

THE FIRST SCHEDULE ABOVE REFERRED TO `A`:

ALL THOSE pieces and parcels of N.A. land bearing Survey No . Survey No. 109, Hissa No. 1/A , Admeasuring Ares 4270 Square metres, Assessed at Rs.0.20.0 Paise lying, being and situate at Village DONGARE Virar (West) Taluka Vasai, District Palghar, within the area of Joint Sub-Registrar Class-2 at Vasai No. 1 to 6.

THE FIRST SCHEDULE ABOVE REFERRED TO `B`:

ALL THAT piece and parcel of the FSI admeasuring 3104.68 Square meters (Built up area) of Residential Bungalow/Row-House (including all balconies, staircase, passage and lift area and other common facilities) together with right to use the garden, roads and other common facilities of group housing scheme, out of total FSI approved by the VVCMC, being utilized on part portion of N.A. land bearing Survey No. 109, Hissa No. 1/A , Admeasuring Ares 4270 Square metres, Assessed at Rs.0.20. Paise lying, being and situate at Village DONGARE Virar (West) Taluka Vasai, District Palghar , within the area of Joint Sub-Registrar Class-2 at Vasai No. 1 to 6. The said land bounded as under :-

- On or towards East :
- On or towards West : as per gate book
- On or towards South :
- On or towards North :

THE SECOND SCHEDULE ABOVE REFERRED TO
the nature, extent and description of common area and facilities

A) Description of the common area provided:

	Type of common areas provided	Proposed Date of Occupancy Certificate	Proposed Date of handover for use	Size/area of the common areas provided
i.				
ii.				
iii.				

PROMOTER ALLOTTEE/S

B) Facilities/amenities provided/to be provided within the Bungalow/Row-house including in the common area of the bungalow/Row-house.

	Type of facilities / amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/common organization	Size/area of the facilities / amenities	FSI Utilized or free of FSI
i.						
ii.						
iii.						

C) Facilities/amenities provided/to be provided within the Layout and/or common area of the Layout;

	Type of facilities / amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/common organization	Size/area of the facilities / amenities	FSI Utilized or free of FSI
i.						
ii.						
iii.						

D) The size and the location of the facilities/amenities in form of open space (RG/PG etc.) provided/to be provided within the plot/land and/or within the layout.

	Type of open spaces (RG/PG) to be provided	Phase name/number	Size open spaces to be provided	Proposed Date of availability for use	Proposed Date of handing over to the common organization
i.					
ii.					
iii.					

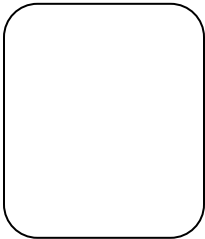
E) Details and specifications of the lifts;

	Type Lift (passenger/service/str etcher/goods/fire evacuation/any other	Total no. of Lifts provided	Number of passenger or carrying capacity in weight (kg)	Speed (mtr/sec)
i.				
ii.				
iii.				

Note :
At `A` to provide the details of the common areas provided for the project.
At `B` to provide the details of facilities/amenities provided within the building and in the common area of the building.
At `C` to provide the details of the facilities/amenities provided within the Layout and/or common area of the Layout.
At `D` to provide the details of the facilities/amenities provided in form of open spaces (RG/PG etc.) provided/to be provided within the plot/land and/or within the layout.
At `E` to provide the details and specifications of the lifts.

IN WITNESS WHEREOF PARTIES HEREINABOVE NAMED HAVE SET THEIR RESPECTIVE HANDS AND SIGNED THIS AGREEMENT FOR SALE AT VIRAR IN THE PRESENCE OF ATTESTING WITNESS, SIGNING AS SUCH ON THE DAY FIRST ABOVE WRITTEN.

SIGNED AND DELIVERED BY THE)
Within named “THE PROMOTER”)
M/s. BALAJI ENTERPRISES)
a partnership firm,)
through its partner/s)
Mr. Shivshankar R. Kabade)
In the presence of)



1.)
Name :)
Address :)

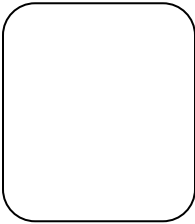
PROMOTER

ALLOTTEE/S

)
)
)

2.)
Name :)
Address :)
)
)
)

SIGNED AND DELIVERED BY THE)
Within named **“THE ALLOTTEE/S”**)
Mr. _____)
)
)
)
in the presence of)



1.)

2.)

SCHEDULE `A`
DESCRIPTION OF THE BUNGALOW/ROW-HOUSE AND THE PARKING (IF APPLICABLE)
ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

Bungalow/Row-House No._____ on _____ Floor, having as per RERA
Carpet area admeasuring _____ sq. meters, Enclosed Balcony area _____ Sq.
mtrs, C.B. area _____ Sq. mtrs, and area _____ Sq. mtrs and garage bearing Nos.
_____, admeasuring _____ Sq.ft. having _____ ft. length x _____ ft. breath x _____
ft.

covered parking spaces bearing Nos. _____, admeasuring _____ Sq.ft. having
_____ ft. length x _____ ft. breath x _____ ft. vertical clearance and situated at
_____ Basement and/or stilt and/or, in the **Residential** called as **“NOTHEREN
VILLAS”**, being constructed on part portion of N.A. land bearing Survey No. 109, Hissa No.

PROMOTER ALLOTTEE/S

1/A , Admeasuring Ares 4720 Square metres, Assessed at Rs.0.20. Paise, lying, being and situate at Village DONGARE Virar (West) Taluka Vasai, District Palghar, within the area of Joint Sub-Registrar Class-2 at Vasai No. 1 to 6. The bounded as under :-

- On or towards East :
- On or towards West :
- On or towards South :
- On or towards North :

SCHEDULE `B`

FLOOR PLAN OF THE BUNGALOW/ROW-HOUSE/SHOP

ANNEXURE – A

Adv. Anita W. Patil

Shree Samarth Krupa Apartment,
Veer Savarkar Marg Virar (East) –
401 305

Date :

RE. No.

Title Report
Details of the Title Report
The Schedule Above Referred to

ALL THOSE pieces and parcels of N.A. land bearing Survey No. 109, Hissa No. 1/A Admeasuring Ares Square metres 4270, Assessed at Rs. 0.20.0 Paise lying, being and situate at Village DONGARE Virar (West) Taluka Vasai, District Palghar, within the area of Joint Sub-Registrar Class-2 at Vasai No. 1 to 6.

I have investigated the title of the land owned by **M/S. BALAJI ENTERPRISES** and the same is found clear, marketable and without any encumbrance.

Place :

Dated _____ day of _____ 20____

(Signed)

Signature of Advocate

PROMOTER

ALLOTTEE/S

ANNEXURE – B-3

(Authenticated copies of Property Card or extract Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Vendor/Lessor/Original Owner/Promoter to the project land).

ANNEXURE – C-2

(Authenticated copies of the plans of the Layout as approved by the concerned Local Authority)

ANNEXURE – C-2

(Authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)

ANNEXURE – D

(Authenticated copies of the plans and specifications of the Bungalow/Row-House agreed to be purchased by the `Allottee/s as approved by the concerned local authority)

ANNEXURE – E

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)

PROMOTER

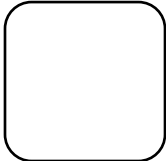
ALLOTTEE/S

RECEIPT

RECEIVED of and from the Allottee/s)
above named the sum of Rupees)
_____) Rs. _____/-
_____ only)
on execution of this agreement towards)
Earnest Money Deposit or application)
Fees)

Sr.No.	Amount	Cheque/Demand draft/Pay Order/ RGTGS/wire transfer/any other instrument	Date	Bank

I SAY RECEIVED



THE PROMOTER

Specification and amenities

BUILDING :-

Building shall have R.C.C. frame structure with 6" thick brick walls externally and 4" brick masonry walls internally and Parking Space

PLASTER :-

- a) Internal cement plaster with P.O.P. and Distemper colour.
- b) External sand face plaster with cement paint.

FLOORING :-

- a) ROOMS : Wall to Wall premium vitrified tiles flooring and skirting in all rooms.

PROMOTER

ALLOTTEE/S

- b) W.C. : - Full white glazed tiles.
- c) BATHROOM :- Full coloured glazed tiles

COOKING PLATFORM :-

- a) Kitchen platform with Granite Top and steel sink with 4' coloured glazed tile in above kitchen platform only.
- b) Wash Hand Basin.
- c) Kitchen Trolley.

PLUMBING :

- a) Concealed plumbing.
- b) Water tank point over loft and water tank

ELECTRIFICATION :-

- a) Concealed copper wiring with branded high quality switches and sufficient No. of points in each room.
- b) Cable and T.V. Point in living rooms.
- c) Geyser point in bathroom.

LOFT :- One loft over bathroom.

DOORS :-

- a) Main door frame for flush door with night latch, eye glass, safety chain and handle.
- b) Marble framing passage door, bath, W.C.

WINDOWS :-

- a) Granite and/or Marble frame to all windows.
- b) 3/4 powder coated aluminium sliding windows with coloured glass.
- c) Toilet windows shall be glazed louver type in Marble frame.

WATER SUPPLY :- Municipal water with Underground and O/H water storage tank.

GRILLS :- Safety Grills will be provided to all windows.

TERRACE :- Tiles flooring.

LIFT :- Lift for the building.

* Price range stated is indicative and subject to change*