

AGREEMENT FOR SALE

THIS ARTICLE OF AGREEMENT FOR SALE is made and entered into at Mumbai, on this ___ day of _____ 2023

BETWEEN

OXFORD PLANET REALTY LLP., a limited liability partnership firm, incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 7, Shiv Sagar CHS, Sector-1, Charkop, Kandivali (West), Mumbai- 400 067, through its Partner Mr. **Parbat Ramji Patel** hereinafter referred to as "THE DEVELOPERS" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to include it's successors and assigns) of the **FIRST PART**:

AND

(1) MR. Anshuman Ajay Singh aged about 29 years old having PAN EERP53486H and AADHAR CARD NO. 472486150582 (2) MRS. Mahini Anshuman Singh aged about 28 years old having PAN LEFPP53941L and AADHAR CARD NO. 405268613571 both Indian inhabitant,, having address at Bldg No 2, Mavelpada Road, VPMang, Vihar- 401305 B-204, Viva Vardanta hereinafter referred to as "THE ALLOTEE" [which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, legal representatives, executors, administrators and assigns] of the **OTHER PART**;

WHEREAS:

- A. That the Maharashtra Housing And Development Authority ("**MHADA**"), a Statutory Corporation constituted under the Maharashtra Housing And Area Development Authority Act 1976 (Mah XXVIII of 1977) (hereinafter referred to as "**the said Act**") having its office of Griha Nirman Bhavan, Kala Nagar, Bandra (East), Mumbai 400051 was originally the Owner and were absolutely seized and possessed of and/or otherwise well and sufficiently entitled to all that piece or parcel of land admeasuring 1342.24 sq. meters, situated on property bearing Survey No. 2 (Part), corresponding to C.T.S No. 356 (Part). The said MHADA had constructed the buildings on the aforesaid piece of land bearing nos. 1 to 5 & consisting of each ground plus 1 (one) storey structure ("**the said Buildings**") on such aforesaid land bearing Survey No. 2 (Part), corresponding to C.T.S No. 356 (Part) and situated at New Siddharth Nagar, Goregaon (West), Mumbai 400104 in the Registration Sub-District of Goregaon;
- B. That, the said MHADA had allotted all the 40 tenements respectively located in all the said buildings to 40 (forty) different allottees. The members / allottees / owners of the said 40 tenements / flats comprised in the said Buildings have formed a Society and Registered the same with the Registrar of Co-operative Societies known as the **NEW SIDDHARTH NAGAR PANCHAM CO-OPERATIVE HOUSING SOCIETY LTD**, a Society duly registered under the Maharashtra Co-operative Societies Act, 1960 and Rules thereunder bearing registration no. **BOM**

(W-P/S) HSG/ (OH)/ 7564/ 93-94, (hereinafter referred to as "**the said Society**").

Each of the members / allottees / owners, being members of the said Society are hereinafter individually referred to as "**Member**" and collectively referred to as "**Members**";

- C. That the Buildings of the said Society were constructed in the year 1983-84 and thus, such as 38 years long construction demands Repair and/or Re-Construction and as such therefore, the Managing Committee in its Annual General Meeting & Ordinary General Meeting and Management Meetings 12th April 2007 had respectively circulated, discussed and then finally adopted the Resolution dated 21st January 2007 and 12th April 2007 interalia authorizing the Managing Committee to take steps, negotiate and entrust the Work for the Re-Construction and Re-Development of the said Buildings under Section 33 (5) of the Development Control Rules & enter into an M.O.U and/or Development Agreement for such Re-Development and/or Re-Construction of the said Buildings;
- D. Accordingly, the said Society had invited tenders from various builders in order to have the proposed re-development work done and after negotiations and discussions, one Dhanshree Developers Pvt. Ltd., a Private Limited Company incorporated under the Companies Act, 1956 and having its registered office at Building No. A/4, Saddhicha Co-operative Housing Limited, Rokadia Lane, S.V.P Road, Borivali (West), Mumbai 400092 ("**the said Old Developer**") was selected

for the re-development work upon certain terms and conditions and accordingly, a Memorandum of Understanding dated 11th May 2007 ("**the said MOU**") was made and executed between the Said Society and the said Old Developer interalia mentioning such terms upon fulfilling of which the said Old Developer was supposed to be awarded the re-development contract;

- E. That according to the terms of the said M.O.U, the said Old Developer had paid on 14th May 2007, the 25% amount of the additional F.S.I money, i.e., Rs. 8,75,000/- (Rupees Eight Lacs Seventy-Five Thousand Only) to the said MHADA in due compliance of the initial terms for the grant of additional F.S.I in favor of the said Society vide a letter dated 14th February 2007 for and on behalf of the said Society in order to avail the benefit of additional F.S.I and to use the same to the benefit of and for the aforesaid re-development of the said Society;
- F. MHADA, had vide its Receipt and said letter dated 14th May 2007 & 14th February 2007 respectively has confirmed and acknowledged the payment of the aforesaid 25% amount of the additional F.S.I to the tune of 1400 sq. mtrs. upon due compliance of further balance payment and the terms and conditions as per the said Act and Rules framed therein. That accordingly, such additional F.S.I is granted to the said Society could be well utilized for the benefit of all the members for the re-development purpose as aforesaid. That the said Society has decided to grant the use of the aforesaid additional F.S.I for the purpose of its said re-development work;

- G. By an Indenture of Lease dated 3rd July, 2007, duly registered before the Office of Sub-Registrar of Assurances, under Sr. No. BDR5-05340-2007 on 4th July, 2007 (**"the said Deed of Lease"**), made and entered into between, the MAHDA (therein referred to as "the Lessor") of the One Part and the said Society (therein also referred to as "the Society") of the Other Part, the said MHADA had granted lease hold right for 99 years, at a lease hold rent of Rs. 5184/- in respect of the said Land and more particularly described in the **SCHEDULE** hereunder written in-favour of the said Society i.e. New Siddharth Nagar Co-operative Housing Society Ltd., for the consideration and on the terms and conditions and covenants therein contained;
- H. Simultaneously, by a Deed of Sale dated 3rd July, 2007 duly registered before the Sub-Registrar of Assurance, Mumbai, under Sr. No. BDR5-05341-2007 on 4th July, 2007 (**"the said Deed of Sale"**) made and entered into between, the MHADA (therein referred to as "the Authority") of the One Part and the said Society (therein also referred to as "the Society") of the Other Part, the said MHADA had sold, assigned, transferred and conveyed the said Building admeasuring 996 sq.mtrs of plinth area and 71.64 sq. mtrs. of carpet area and having total of 40 tenements, having plinth area of each tenements 24.90 sq. mtrs. and carpet area of each tenements is 17.91 sq. mtrs. or thereabouts, standing on the said Land, in favour of the said Society namely New Siddharth

WHEREAS:

- A. That the Maharashtra Housing And Development Authority ("**MHADA**"), a Statutory Corporation constituted under the Maharashtra Housing And Area Development Authority Act 1976 (Mah XXVIII of 1977) (hereinafter referred to as "**the said Act**") having its office of Griha Nirman Bhavan, Kala Nagar, Bandra (East), Mumbai 400051 was originally the Owner and were absolutely seized and possessed of and/or otherwise well and sufficiently entitled to all that piece or parcel of land admeasuring 1342.24 sq. meters, situated on property bearing Survey No. 2 (Part), corresponding to C.T.S No. 356 (Part). The said MHADA had constructed the buildings on the aforesaid piece of land bearing nos. 1 to 5 & consisting of each ground plus 1 (one) storey structure ("**the said Buildings**") on such aforesaid land bearing Survey No. 2 (Part), corresponding to C.T.S No. 356 (Part) and situated at New Siddharth Nagar, Goregaon (West), Mumbai 400104 in the Registration Sub-District of Goregaon;
- B. That, the said MHADA had allotted all the 40 tenements respectively located in all the said buildings to 40 (forty) different allottees. The members / allottees / owners of the said 40 tenements / flats comprised in the said Buildings have formed a Society and Registered the same with the Registrar of Co-operative Societies known as the **NEW SIDDHARTH NAGAR PANCHAM CO-OPERATIVE HOUSING SOCIETY LTD**, a Society duly registered under the Maharashtra Co-operative Societies Act, 1960 and Rules thereunder bearing registration no. **BOM**

- K. Pursuant to the said Old Development Agreement and the said Old Power of Attorney, the said Old Developer at the instance of the said Society had liaison with the MHADA officials and obtained the grant of the additional F.S.I and the tit-bit land to and in favor of the said Society and had also obtained from MHADA its Offer Letter dated 4th September 2009, bearing no "CO/MB/Arch/NOC/F-1060/4115/2009", intimated to the said Society that, Board has vide its resolution No. 242/22532 dated 25th June 2009, considered the request of the society for (i) as per the said lease allotment land in the form of N.T.N.I.B., additional land in the form of R.G. by MHADA vide Resolution No.6260 dated 4th June 2007, A.R. No.6349 dated 25th November 2008, A.R. No.6383 dated 24th February 2009 and A.R. No.6397 dated 5th May 2009;
- L. The said Old Developer went into Re-incorporation in 5th November 2008 and the name of the said Old Developer was changed to "Pearl Dhanshree Infrastructure Private Limited". Pursuant, to the aforesaid Re-incorporation, the said Old Developer again went into Re-incorporation on 20th April 2010 and the said Old Developer was again re-incorporated as "Dhanshree Developers Private Limited" and the fresh certificate was *inter alia* issued in that regard;
- M. The said Society in its Extra Ordinary General Meeting dated 19th June 2010 decided to accept and accepted the Proposal Revised Terms pertaining to the Re-development as offered/contended in the said Developer's letters dated 17th June 2010 and 20th June 2010 as also the extension of the time frame of the

for the re-development work upon certain terms and conditions and accordingly, a Memorandum of Understanding dated 11th May 2007 ("**the said MOU**") was made and executed between the Said Society and the said Old Developer interalia mentioning such terms upon fulfilling of which the said Old Developer was supposed to be awarded the re-development contract;

- E. That according to the terms of the said M.O.U, the said Old Developer had paid on 14th May 2007, the 25% amount of the additional F.S.I money, i.e., Rs. 8,75,000/- (Rupees Eight Lacs Seventy-Five Thousand Only) to the said MHADA in due compliance of the initial terms for the grant of additional F.S.I in favor of the said Society vide a letter dated 14th February 2007 for and on behalf of the said Society in order to avail the benefit of additional F.S.I and to use the same to the benefit of and for the aforesaid re-development of the said Society;
- F. MHADA, had vide its Receipt and said letter dated 14th May 2007 & 14th February 2007 respectively has confirmed and acknowledged the payment of the aforesaid 25% amount of the additional F.S.I to the tune of 1400 sq. mtrs. upon due compliance of further balance payment and the terms and conditions as per the said Act and Rules framed therein. That accordingly, such additional F.S.I is granted to the said Society could be well utilized for the benefit of all the members for the re-development purpose as aforesaid. That the said Society has decided to grant the use of the aforesaid additional F.S.I for the purpose of its said re-development work;

tingly, a

CO/MB/RDC/NOC/F-1060/615/2013 intimated the Executive Engineer, Building Proposal Department (WS), have stated that the said Society has complied with all requisite for obtaining "No Objection Certificate" ("**NOC**"), for redevelopment of their existing property. MHADA has given its No Objection to undertake the construction by the said Society as per the proposal of the Society under the terms and conditions on plot admeasuring 1342.24 square metres. The NOC has been granted as per the policy laid down by MHADA vide MHADA Resolution No. "6260" dated 4th June 2007, A.R. "6397" dated 5th May 2009 & Resolution No "6422" dated 7th August 2009 are applicable in the instance case. MHADA has under the said NOC / Letter dated 2nd April, 2013 mentioned that the Plot area admeasuring 1342.86 square metres. It further states that it should be for Residential use only, beyond existing BUA as per 2.5 FSI on demarcated plot & pro-rata share;

- P. Thus, the said Society is absolutely seized and possessed of and well sufficiently entitled to all that piece or parcel of plot admeasuring 1342.24 square metres as per the said Lease Deed, Additional land in form of Tit-Bit, Additional land in form of R.G and Land under road, (REINSTATED) situate on property bearing Survey No.2(Part), corresponding to C.T.S No. 356(Part) together with the buildings on the aforesaid piece of land bearing nos. 1 to 5 & consisting of each ground plus 1 (one) storey structure on land bearing Survey No. 2 (Part), corresponding to C.T.S No. 356(Part) and situated at New Siddharth Nagar, Goregaon (West),

Nagar Co-operative Housing Society Ltd. for the consideration and on the terms and conditions therein contained;

- I. Thereafter, by a Development Agreement dated 31st January 2008 duly registered before the Office of Sub-Registrar of Assurances, Borivali-2, Mumbai under No. BDR-5-1-1090-2008, on 1st February 2008 (**“the said Old Development Agreement”**) made and entered into between the said Society (therein also referred to as “the Society”) of the One Part and the said Old Developer namely Dhanashree Developers Private Limited, (therein as also referred to as **“the Developers”**), the said Society had granted the Re-development rights in respect of the said Building and the said Land, on the terms and conditions therein mentioned;

- J. That pursuant to the said Old Development Agreement and upon the request by the said Old Developer and to facilitate the Re-development work, the said Society had also executed a Special Power of Attorney dated 18th March 2008 duly registered before the Office of Sub-Registrar of Assurances, Borivali-2, Mumbai under No. BDR-5/2575/2008 on 18th March 2008 (**“the said Old Power of Attorney”**), in favor of one of the Directors of the said Old Developer inter alia authorizing him with various powers as mentioned therein for the sole purpose of Re-development;

S. The said Society (*being the Plaintiff therein*) has on 21st June, 2016, have filed a Commercial Suit bearing no 31 of 2016 in the Hon'ble Bombay High Court ("**the Hon'ble Court**") against the said Old Developer (*being the Defendant No 1 therein*) & Ors., along with a Notice of Motion No 49 of 2016, claiming for ad-interim reliefs *inter alia* seeking permanent injunction restraining the said Old Developer from claiming or deriving any benefit under the Old Development Agreement dated 31st January, 2009 and the said Old Supplementary Agreement dated 4th September, 2010 and the Special Power of Attorney (afresh) stands cancelled, null and void, revoked and same are not binding upon the Society and the same is not binding upon the society and other reliefs as claimed therein. The Hon'ble Court was informed about the defaults of the initial Developer and their termination;


T. The Hon'ble Court vide its Order dated 16th January, 2017 ("**the said Order**") was pleased to dispose of the Notice of Motion No.49 of 2016, thereby and stated in Paragraph No.11 of the said Order that "*in prayer (e) of the Notice of Motion, the Plaintiff seeks permission to carry out through another Developer the redevelopment or reconstructions of its buildings. The Plaintiff does not need this Court's permission, and this Court does not grant building permits. The Plaintiff must do what it believes is in its interest, acting within the frame of the law. No more needs to be said;*

Proposed Re-development of the Society Buildings and approved the preparation and execution of the Supplementary Development Agreement and further also revoked the said Old Power of Attorney dated 18th March 2008 (duly registered under No. BDR-5/2575/2008 on 18th March 2008) and further also resolved and execute the Deed of Cancellation dated 4th September 2010, duly registered before the Sub-Registrar of Assurance BDR-11/08293/2010 on 4th September 2010 whereby it was record the cancellation of the said Old Power of Attorney dated 18th March 2008 and also to issue another Special Power of Attorney (afresh) in favor of one of the Directors of the said Developer in the matter pertaining to the Re-development of the said Building and the said Land;

- N. Accordingly, by a Supplementary Development Agreement dated 4th September 2010, duly registered before the Sub-Registrar of Assurance under no BDR-11/08306/2010 on 4th September 2009, (**“the said Old Supplementary Development Agreement”**) made and entered into between the said Society (therein also referred to as “the Society”) of the First Part and the said Old Developer namely Dhanashree Developers Private Limited, (therein as also referred to as “the Developers”), of Second Part, the parties thereto have amended / modified certain terms and condition under the said Old Development Agreement, as more particularly set out therein;
- O. MHADA had issued offer letter dated 21st June, 2012 in Thereafter, MHADA vide its NOC / Letter dated 2nd April, 2013, bearing its reference No.

approved as per MHADA NOC with 35% fungible F.S.I. & obtain I.O.A. (Intimation of Approval) before members vacating their existing flats;

- X. However, taking into consideration the complex nature of the development, the lack of experience amongst the members, the substantial finances required for the project, and an in-depth knowledge required of the building Rules and Regulations to make the redevelopment project a success, it was later decided by the members that they, as a block, entrust the task of carrying out such demolition and of construction of new Flats for the members to professional Developer, who would provide the members with new Flat or larger areas, free of costs. Thus as aforesaid the members of the Society have decided to demolish the existing said building and re-develop the said Plot. The proposed new construction is referred to as **“the said New building”**;
- Y. The Members of the society unanimously decided to appoint some new fit and proper and able Developer to re-develop the said Property. Therefore, the said Society, as per the proper tendering process submitted to the Co-operative department of Government of Maharashtra as per Government Resolution dated 04.07.2019, called for tenders to carry out the redevelopment of the said Property. Thus, by virtue of the Hon'ble High Court's order dated 16th January, 2017 and the legal opinion dated 24th December, 2020 of M/s Solicis Lex, Advocates & Solicitors consulted by the Society, the Society has finalized Oxford Realtors (India) Pvt Ltd i.e. the Developer herein as the New Developer for the



BB. The Developer herein state that they with an intention to redevelop the said property in accordance with the plans, specifications and the permissions/sanctions/approvals to be granted by the authorities concerned including, MHADA, Mumbai Board, State or Central Government and/or their departments etc. the Developer herein have initiated the redevelopment process and have completed following works:

- (i) Obtained consents from all the Members.
- (ii) Obtained from MHADA its "No Objection Certificate".
- (iii) The Developer herein have/will submitted the Plan for sanction which has been approved by the MHADA, Mumbai Board at the time of issuing Intimation of approval (IOA).
- (iv) The Developer herein will pay premium of MHADA 3.00 FSI plus additional prorata FSI plus fungible FSI and all development charges, with the concerned authorities.

CC. The Developer shall provide a Permanent Alternate Accommodation to all 40 tenements / members of the Society and shall allot the new premises, free of cost and on the ownership basis, in the proposed new building to be constructed on the said Property;

Mumbai – 400 104 in the Registration Sub-District of Goregaon and Mumbai in the **SCHEDULE** written hereunder;

- Q. The said Old Developer namely Dhanashree Developers Private Limited was not able to fulfill their part of obligations under the said Old Development Agreement read with the said Old Supplementary Development Agreement. The Society held several meetings and also had addressed several letters / correspondences, with the said Old Developer informing them that time of the essence for them to comply with their obligations under the said Old Development Agreement read with the said Old Supplementary Development Agreement. Ultimately by a unanimous resolution of the Society passed under the Special General Meeting on 19th March 2015, the Society resolved to terminate the said Old Development Agreement and the said Old Supplementary Development Agreement and also revoke the Special Power of Attorney (i.e. fresh one). The Society had vide their Termination Notice / Letter dated 24th April 2015 informed the said Old Developer of the same. Such termination was never challenged by the said Old Developer;
- R. Thereafter, Society had also published a Public Notice in two newspapers known as (1) Free Press Journal and (2) Nav Shakti both on 19th May, 2015 stating that the said Old Development Agreement and the said Old Supplementary Development Agreement with the said Old Developer has been terminated and Society have also revoked the Special Power of Attorney (i.e. fresh one);

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- (i) Obtained consents from all the Members.
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- (iv) The Developer herein will pay premium of MHADA 3.00 FSI plus additional prorata FSI plus fungible FSI and all development charges, with the concerned authorities.

CC. The Developer shall provide a Permanent Alternate Accommodation to all 40 tenements / members of the Society and shall allot the new premises, free of cost and on the ownership basis, in the proposed new building to be constructed on the said Property;

- U. The said Old Developer had not challenged the said Termination Notice dated 24th April 2015. The Hon'ble Court vide the said Order dated 16th January, 2017 specified that the Society shall be at a liberty to appoint another Developer for the redevelopment project and did not need permission of the Court for the same. Till date, no appeal has been filed by the said Old Developer against the said Order dated 16th January, 2017 passed by the Hon'ble Court;
- V. The Building was constructed approximately 38 years ago and requires extensive repairs, both internally and externally. Further, the current condition of the Building is very old and dilapidated. Considering the cost of undertaking such repairs and maintenance, the Society considered it desirable to demolish the Building and reconstruct/redevelop a new building;
- W. The Proposal for Redevelopment was discussed at length and the said society and the members in the General Body Meeting agreed that the provisions of the Development Control Regulations for Greater Bombay 2034, afforded them the better opportunity to obtain larger flats with modern amenities if they re-develop the said Property by demolishing the Existing Building/Structures and constructing a new multi-storeyed building. The Developer shall obtain at his own costs, revised offer and NOC from MHADA in the name of the Society in accordance with the provisions of the Development Control Regulations (**DCR**) for Greater Bombay, 2034 DCR No. 33 (5) for MHADA Layout @ 3.00 F.S.I. + pro-rata of layout + fungible for MHADA layout and shall get the entire building plan

dated

nature whatsoever of the said Old Developer i.e., namely Dhanashree Developers Private Limited, if it arises in future;

FF. The Developer has agreed to register the said project under Real Estate Regulation and Development Act ("**RERA**") and have agreed to utilize the entire funds obtained from the sale of the saleable components and shall abide with all the rule and regulations as mentioned under the RERA Act;

GG. In the Special General Body Meeting held on 2nd June 2021, it has been resolved that *Shri. Ajit Narayan Mangaonkar (Chairman), Shri. Vijay Anand Adsule (Hon. Secretary), Shri. Anil Ratanlal Jain (Vice Chairman) Mr. Pramod Dajiram Kamble (Treasurer)* have been duly authorized by and on behalf of the Society to execute and submit for adjudication the Development Agreement, the Power of Attorney, *PAAA* etc. in favour of the Developer herein, and all other relevant and incidental documents and to lodge all such documents for registration, to obtain and procure effective registration of such documents and to appear before the Sub-Registrar of Assurances or any other competent authority for registration and to admit execution of such deed/s, document/s, writing/s, etc. with the Developers, and / or to carry on correspondence with all concerned authorities and bodies including the Government of Maharashtra in all its Departments, MHADA, Mumbai Municipal Corporation and or / Town Planning Department and / or MOEF other concerned authorities in connection with the development of the said property;

reconstruction/redevelopment of the Society after tendering and finalizing the bid of offer by the Developer herein for redevelopment of the Society dated 14th May, 2021 along with revised offer dated 23rd May, 2021 through the necessary procedure and in compliance with the MHADA guidelines and pursuant to the same the Society has passed Special General Body Meeting Board Resolution dated 2nd June 2021 appointing the said New Developer as the highest bidder out of all bids received,

2. In the Special General Body Meeting of the Society held on zoom on 2nd June 2021 as per the Government Notification, there were 36 members present out of total 40 Members and 36 members had consented to the appointment of the Developer herein for redevelopment of the said Property and in view thereof it was resolved *inter alia* to appoint the new Developer as the highest bidder out of all the Bids received for redevelopment of the said Property,

AA. The representative of the Hon'ble Dy. Registrar of the Co-operative Society, *Mumbai Suburb MHADB, Mhada Mumbai Shri Bajrang Jadhaw has appoint Mrs Vaishali Patore (Authorize Officer - Grade 1) for 79 A process vide its letter dated 4th Aug. 2021 bearing its reference no. Mum.Bo./dy.regis/Co.op So./B-1/2875/2021, have recorded that as per the Special General Body Meeting held on 7th August 2021 whereby the selection was conducted and the New Developers herein have been duly elected and appointed as Developers for redeveloping the said Property;

(English daily) and Navshakti (Marathi daily) for investigating the title of the said property, and during the stipulated period mentioned therein and in view what is stated in our letter dated 6th August 2021 all the objection are dealt with and any objections or grievances raised to the said Public Notice are redundant.

- KK. By an Development Agreement dated 15th December 2021 executed by and between the Society and our client, duly registered with the Sub-Registrar of Assurance at Borivali 4, Mumbai under Serial No.BRL4-16870-2021 on 15th December 2021, thereby the said Society had granted development rights in favour of our client Oxford Planet Realty LLP in respect of the property more particularly described in the Schedule hereunder written alongwith the residential flats;
- LL. Simultaneously with the execution of the said Development Agreement, the said Society have also executed a Power of Attorney dated 15th December 2021 in favour of (1) Mr. Parbat Ramji Patel and (2) Mr. Hiren Parbat Patel, the Directors of our client for effectually transferring the right, title and interest in respect of the said property in the name of our client. The said Power of Attorney is duly registered with the Office of the Sub-Registrar of Assurances at Borivali 4, under Serial No.BRL4-16871-2021 on 15th December 2021;
- MM. By virtue of the Development Agreement/Power of Attorney the Promoter has sole and exclusive right to sell the Flat in the said building/s to beconstructed by the

- develop
- DD. In view of above Developer have agreed to redevelop the said property by relocating all the 40 tenements / members of the Society in the newly redeveloped building and only upon the completion of entire building with Occupation Certificate and Building Completion Certificate and after allotting flats to all 40 occupants (residential) only thereafter Developer will be entitled to hand over remaining saleable area/Developer Area, if any, available for residential purposes only, to its prospective purchasers;
- EE. The Developer has agreed that it will complete the said project entirely at its own cost, charges and expenses which will also include the expenses/charges to be paid to concerned development authorities for obtaining all permission and all approvals as well as construction cost and all other charges. The Developer is aware that the said Old Developer i.e., namely Dhanashree Developers Private Limited had earlier entered into the said Old Development Agreement read with the said Old Supplementary Development Agreement, however the Society have terminated the said Old Development Agreement read with the said Old Supplementary Development Agreement with the said Old Developer i.e. namely Dhanashree Developers Private Limited. The Developer has agreed to take up the entire responsibility to settle at their own cost and expenses any claim and/or demands and/or civil and/or criminal proceedings, etc. if any, arises at any point from the said Old Developer i.e namely Dhanashree Developers Private Limited at any time in future without making Society liable and or responsible for the same The Developer thus hereby indemnifies the Society against any claim of any

Property by

developer including our client and subject to pending Commercial Suit No.31 of 2016 pending and sub-judiced before the Hon'ble High Court at Bombay and that the Promoter is entitled to develop the said property. Copy of the said Certificate of Title is annexed hereto and marked as **Annexure- A**;

RR. The Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at Mumbai No. P51800048561 authenticated copy is attached in **Annexure ' B '**;

SS. The plans for construction of the new building prepared by the Promoter through the said architect and the structural consultant has been approved by the Building Permission Sale, Greater Mumbai / MHADA had granted Commencement Certificate under Ref. No.MH/EE/(BP)/GM/MHADA-51/1136/2022/CC/1/New dated 27th September 2022 for full development potential. Copy of the said Commencement Certificate is annexed hereto and marked as **Annexure- C**;

TT. On demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects M/s. Space Moulders 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;

ZZ. The Allottee has applied to the Promoter for allotment of an Flat No. _____ on _____ floor in wing _____ being constructed of the said Property, the RERA carpet area of the Flat is _____ square Feet and "carpet area" means the net usable floor area of an Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Flat;

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

BBB. Prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs. _____/- (Rupees _____) only, being part payment of the sale consideration of the Flat agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing;

HH. As per D. P. Remarks *MCGM, No.Ch.E/ DP34201911111251778D.P. Rev.dt.Refer Inward no.P/S/2019/111252068* and there are no reservation save and except what is stated therein and the said Property is in the Residential *R* Zone;

II. The Developer in its board meeting dated 12th June, 2021, resolved that Mr. Parbat Patel & Mr. Hiren Patel is authorized to sign the Development Agreement on the behalf of the Developer. The said board resolution also specifies the list of all the directors of the Developer. Originally the society has passed a unanimous resolution wherein the company Oxford Realtors India Pvt. Ltd was appointed and also the same was confirmed by the Dy. Registrar in its meeting dated 7th August 2021. The said Oxford Realtors India Pvt Ltd consists of Mr. Parbat Patel and Mr. Hiren Patel as the Directors thereof. As per the advice given by the financial institutes and professionals, Parbat Patel and Hiren Patel has constituted LLP Company with the same shareholding and same pattern of Directors. Hence, the new proposal which is forwarded by Oxford Planet Realty LLP on letter dated 5th October 2021 is thereby forwarded to the Society on the same terms and conditions as per the as proposed by Oxford Realtors India Pvt. Ltd, is accepted and approved by the Society in its SGM dated 24th October 2021;

JJ. Our client Oxford Planet Realty LLP has caused to issue a Public Notice dated 27th November 2021 and published on the same day in The Free Press Journal

ZZ. The Allottee has applied to the Promoter for allotment of an Flat No. ____ on ____ floor in wing ____ being constructed of the said Property, the RERA carpet area of the Flat is _____ square Feet and "carpet area" means the net usable floor area of an Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Flat;

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

BBB. Prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs. _____/- (Rupees _____) only, being part payment of the sale consideration of the Flat agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing;

Promoter on the said property and to enter into Agreement/s with the Allottee(s)/s of the Flats to receive the sale consideration in respect thereof;

- NN. the Promoters are entitled and enjoined upon to construct buildings on the said property in accordance with the recitals herein above; the said Society is in possession of the said property;
- OO. the Promoter has proposed to construct on the said property (here specify number of buildings and wings thereof) 1 Building with 3 Wings having stilt plus 22 Floors (here specify number of Basements,/podiums/stilt and upper floors);
- PP. the Promoter has 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 and pursuant to which The Promoter has appointed M/s. Space Moulders as their Architect and M/s. K. C. Shah Consultants as their Structural Consultant to prepare plans and drawings for construction of the new building and for supervision of the construction from time to time;
- QQ. the Promoter has also appointed, Advocate & Solicitor Mr Piyush M. Shah vide his Certificate of Title dated 17.12.2022 certified that the title of the said Society to the said property is clear and marketable and there is no prohibitory order against the Society to proceed further with the redevelopment work with the new

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 in respect of variations or modifications which may adversely affect the Flat of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1.a.(i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Flat No. C.2002 of the type _____ of carpet area admeasuring 632 sq. feet on 20th floor C /wing in the building known as "Navrang Crystal" (hereinafter referred to as "**the Flat**") as shown in the Floor plan thereof hereto annexed and marked Annexures G for the consideration of Rs. _____/- 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 Flat including the proportionate price of the common areas and facilities and parking spaces should beshown separately).

1(b) The total aggregate consideration amount for the Flat including covered parking spaces is thus Rs. _____/-

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

- vi. Amount
ben
- UU. The authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property Register 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 Flats are constructed or are to be constructed have been annexed hereto and marked as **Annexure ' D '**.
- VV. The authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure " E "**;
- WW. The 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 have been annexed hereto and marked as **Annexure " F "**;
- XX. The authenticated copies of the plans and specifications of the Flat agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as **Annexure " G "**;
- YY. The Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans;

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

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

vii. Balance Amount of Rs _____/- (_____) against and at the time of handing over of the possession of the Flat to the Allottee 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 [Flat/Plot].

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority

CCC. Under section 13 of the Real Estate (Regulation & Redevelopment) Act, 2016, the Promoter is required to execute a written Agreement for Sale of said Flat with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908. 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 hereby agrees to purchase the (Flat) and the garage/covered parking (if applicable);

DDD. The promoters have represented to the Allottee/s that the said project, along with the unit, have been financed by Capri Global Capital Limited. The allottee/s consents that the promoter/s reserves right to create mortgages / encumbrances as required from time to time, save and except the rights of the Allottee/s on the said flat. The promoters have obtained NOC dated _____ from Capri Global Capital Limited thereby granting permission for entering into this agreement.

EEE. The parties hereto are desirous of reducing into writing the terms and conditions agreed between them in this regard as under:

NOW THIS AGREEMENT WITNESSETH AND IT IS AGREED BETWEEN THE PARTIES HERETO AS UNDER:

1. The Promoter shall construct the said building/s consisting of stilt, and 22 upper floors on the project land in accordance with the plans, designs and specifications as

shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(h) 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.

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 Flat to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat.

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Flat/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her 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").

that Promoter the balance amount of Rs. _____/- (Rupees _____) in the following manner:

- i. Amount of Rs _____/- (_____) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement
- 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 Flat 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 Flat is located.
- 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 Flat
- 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 up to the floor level of the said Flat.

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee 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, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his 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 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 (subject to adjustment and recovery of any agreed 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 Flat which may till then have been paid by the Allottee 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 Flat as are set out in Annexure 'H', annexed hereto.

and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

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

1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the 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 within forty-five days with annual interest at the rates specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter

or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee shall take possession of the Flat within 15 days of the written notice from the promoter to the Allottee intimating that the said Flats are ready for use and occupancy:

7.3 **Failure of Allottee to take Possession of [Flat/Plot]:** Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the [Flat/Plot] 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 [Flat/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee 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 Flat to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Flat or the building in which the Flat 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 shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 12476.40 square meters only and Promoter has planned to utilize Floor Space Index of 7.42 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 Index of 7.42 as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Flat based on the proposed construction and sale of Flats 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 [Flat/Plot] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee 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 to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Flat is situated.

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 that the Flat is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a

6. The Promoter shall give possession of the Flat to the Allottee on or before 30th day of November 2025. If the Promoter fails or neglects to give possession of the Flat to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Flat with interest at the same rate as may be mentioned in clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of building in which the Flat 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 as per the agreement shall offer in writing the possession of the [Flat/Plot], to the Allottee 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 [Flat/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter

8. The Allottee shall use the Flat 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. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other allottee(s) of Flats 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 by-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, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft by-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 maybe, 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

shall use the Flat or any part thereof or permit the same to be
residence/office/show-room/showpdown for carrying on
shall use the garage or parking space only for purpose of

instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee 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 the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The 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;
- 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

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 shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts:

- (i) Rs. 700/- for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
- (ii) Rs. 30,000/- + GST for Legal Charges
- (iii) Rs. _____/- + GST for development charges;
- (iv) Rs. _____/- + GST towards the maintenance charges, water tax and property taxes on provisional basis; and

11. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' 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 shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or

is executed in
such

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.

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

i. To maintain the Flat at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat 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 Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Flat 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 Flat is situated or storing of which goods is objected to by the

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 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 [Flat/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Flat/Plot] to the Allottee in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

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 Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat 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 committing any act in contravention of the above provision, the Allottee 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 Flat 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 Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not in any other manner cause damage to

columns, beam
with

columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat 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 Flat 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 Flat in the compound or any portion of the project land and the building in which the Flat is situated.

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his 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 Flat 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 Flat by the Allottee for any purposes other than for purpose for which it is sold.

x. The Allottee shall not let, sub-let, transfer, assign or part with interest as beneficiary of this Agreement or part with the possession of the Flat until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

x. The Allottee 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 Flats 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 shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Flat 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 Flat is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance is executed

interest or
sums

xii. Till a conveyance of the project land on which the building in which Flats situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their 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 as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

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 Flats or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Flat hereby agreed to be sold to him 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 Apex Body /Federation as hereinbefore mentioned.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE After the Promoter executes this Agreement he shall not mortgage or create a charge on the

*[Flat] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Flat/plot].

18. Separate Account for Sale Proceeds

The Promoter has maintained a separate account in respect of sums received by the Promoter from the purchasers as advance or deposit, in compliance with the mortgage created in favour of Capri Global Capital Limited, details whereof are as set out below:

Name of the Bank : HDFC Bank

Account Title : Oxford Planet Realty LLP Navrang Crystal Master Escrow account

Account no : 57500000866810

IFSC CODE: HDFC0000491

Address : HDFC Bank, Kandivai west.

19. BINDING EFFECT

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

20. 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 Flat/plot/building, as the case may be.

21. RIGHT TO AMEND

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

22. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE /SUBSEQUENT ALLOTTEES:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees

of the [Flat/Plot], in case of a transfer, as the said obligations go along with the [Flat/Plot] for all intents and purposes.

23. 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 there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the [Flat/Plot] to the total carpet area of all the [Flats/Plots] in the Project.

25. FURTHER ASSURANCES

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

perfect any right to be created or transferred hereunder or pursuant to any such transaction.

26. PLACE OF EXECUTION

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

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

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

Name of Allottee

(Allottee's Address)

Notified Email ID: _____

M/s Promoter name: Oxford Planet Realty LLP.

(Promoter Address)

Notified Email ID: _____

It shall be the duty of the Allottee 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 communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

29. JOINT ALLOTTEES

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

30. Stamp duty and registration : – The charges towards stamp duty and Registration of this Agreement shall be borne by the Developer.

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

32. 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 Courts Of Mumbai will have the jurisdiction for this Agreement.

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

FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT pieces and parcel of land bearing Survey No.2 (part) C.T.S No.356(PT) of village Pahadi, Goregaon, at New Siddharth Nagar, Goregaon (West), Mumbai 400 104, Taluka - Borivali, admeasuring 1342.24 square metres, as per the said Lease Deed, Additional land in the form of Tit-Bit and Additional land in form of R.G. within the Registration Sub-District of Bandra Bombay Suburban together with the structures standing thereon, as per Property Registered Card together with the existing said building having 40 Residential Flats consisting of Ground plus 1 floors for constructed in the year 1982 - 83), now popularly known as 'New Siddharth Nagar Pancham Co-Op Hsg Soc Ltd standing thereon situate lying and being in Revenue Village Pahadi Goregaon & Taluka Borivali, in the Mumbai Suburban District at Mumbai which is bounded as follows:

On or towards East : Bank of Baroda, Staff Quarters, Kumud Nagar;
On or towards West : Prabodhan Kridabhavan, Siddharth Nagar;
On or towards South : Rahul Co-operative Society, Siddharth Nagar and
On or towards North : PVR Cinema, Theatre.

SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT self contained residential Flat No. _____ of the type _____ of carpet area admeasuring _____ sq. feets on _____ floor _____/wing in the newly constructed building to be known as "Navrang Crystal" on what is popularly known as "ownership basis" and in terms of the plans as sanctioned under Commencement Certificate under Ref. No.MH/EE/(BP)/GM/MHADA-51/1136/2022/CC/1/New dated 27th September 2022

THE COMMON SEAL OF _____)

of the withinnamed 'DEVELOPERS' _____)

OXFORD PLANET REALTY LLP _____)

is hereunto affixed vide its authority letter dated _____)

_____)

Through its Partners _____)

(1)MR. _____)

who is authorized _____)

to sign and has put his signatures on these presents)

in the presence of)

SIGNED, SEALED AND DELIVERED _____)

By the within a named "The Allottee" _____)

1. MR. _____, _____)

2. MRS. _____, _____)

In the presence of ... _____)