

**AGREEMENT FOR SALE**

**THIS ARTICLE OF AGREEMENT** is made at Panvel on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, between **M/S. TODAY GLOBAL HOMES**, a partnership firm duly registered under the provisions of Indian Partnership Act, 1932, represented by its Partners **(1) SHRI BHADRESH RAJESH SHAH (2) SHRI BHAVESH SHAH (3) SHRI RAJESH BHOGILAL SHAH & (4) SHRI SUNIL AGARWAL**, having its office at 1601 & 1602, Kesar Solitare, Plot No.-88/5, Sector No.-19, Sanpada, Navi

Mumbai-400 705, hereinafter referred to as **"THE PROMOTERS"** (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include partners or partner for the time being of the said firm, the survivors or survivor of them and the heirs, executors and assigns of the last surviving partner) **OF THE FIRST PART** and **MR. SUBRAT KUMAR PATRA AND MRS. ALAKA PATRA** having his/her/their address at **FLAT NO-401, NISARG DARSHAN CHSL, SECTOR-28, NEW NERUL WEST** hereinafter referred to as **"THE ALLOTTEE(S)"** (which expression shall unless contrary to the context or meaning thereof mean and include in the case of individuals his/her/their heirs and legal representatives and in case of partnership firm the partners constituting the firm for the time being and the survivors or survivor of them and their respective heirs and legal representatives and in the case of a corporate body, its successors and assigns and in the case of the trust its trustees for the time being) **OF THE SECOND PART**; and **SHRI RAJESH BHOGILAL SHAH**, an adult, Indian inhabitant, residing at 605, Shelton Cubix, Plot No.-87, Sector No.-15, C.B.D.-Belapur, Navi Mumbai-400 614, hereinafter referred to as **"THE CONFIRMING PARTY"** (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his heirs, executors, administrators and assigns) **OF THE THIRD PART.**

Whereas the Promoters are fully seized and possessed of all those pieces and parcels of lands bearing (1) Survey No.-1, Hissa No.-2, admeasuring 0-07-50 H.R.P. out of the total area of 0-15-00 H.R.P. (2) Survey No.-1, Hissa No.-3, admeasuring 0-03-00 H.R.P. plus potkharaba 0-01-00 H.R.P. totaling to 0-04-00 H.R.P. (3) Survey No.-1, Hissa No.-6B, admeasuring 0-15-10 H.R.P. plus potkharaba 0-01-40 H.R.P. totaling to 0-16-50 H.R.P. (4) Survey No.-1, Hissa No.-6C, admeasuring 0-15-00 H.R.P. plus potkharaba 0-01-30 H.R.P. totaling to 0-16-30 H.R.P. & (5) Survey/Hissa No.-111/2

admeasuring 00-12-80 H.R.P plus potkharaba 0-02-00 H.R.P., totaling to 0-14-80 H.R.P., all situate, lying and being at Village-Rohinjan, within the Registration District of Raigad & Sub Registrar of Panvel, Tal.-Panvel, Dist.-Raigad. The aforesaid lands are acquired by the Promoters by diverse Deeds of Conveyance as per the details mentioned hereunder:

1) Survey/Hissa No.-1/2

By virtue of a Sale Deed dated 25/04/2018, duly registered before the Joint Sub Registrar of Assurances at Panvel-2 under Receipt No.-6416, Document No. PVL2-5586-2018 on 25/04/2018, the owners of the aforesaid land i.e., (1) SHRI KACHRU BHOKYA PATIL (2) SMT. SAVITRIBAI SHIVRAM BHOIR & (3) SMT. LAKSHMIBAI KESHAV PATIL along with the Confirming Party (1) SHRI GAJANAN KACHARU PATIL (2) SHRI ABHIMANYU KACHRU PATIL (3) SHRI KISHOR KACHRU PATIL (4) SHRI SANTOSH KACHARU PATIL (5) SHRI CHANDRAKANT KACHARU PATIL (6) SMT. TORABAI KACHARU PATIL (7) SMT. ANANDIBAI NAMDEV BHOIR & (8) SMT. VITHABAI GANPAT PALEKAR, sold and transferred their rights, title, interest and benefits in a portion of land bearing Survey/Hissa No.-1/2 admeasuring 00-07-50 H.R.P. out of the total area of 00-15-00 H.R.P. to and in favour of SHRI RAJESH BHOGILAL SHAH and pursuant to the above, the said plot has been transferred in the name of SHRI RAJESH BHOGILAL SHAH, the Confirming Party herein in the 7/12 extracts of the revenue records of the concerned authority.

2) Survey/Hissa No.-1/3

By virtue of a Sale Deed dated 11/06/2016, duly registered before the Sub Registrar of Assurances at Panvel-5 under Receipt No.-4835, Document No. PVL5-4388-2016 on 11/06/2016, the owners of the aforesaid land (1) SHRI HIRA BALIRAM PATIL (2) SHRI CHINDHU @ CHANDRAKANT BALIRAM PATIL & (3) SHRI ABHIMANYU BALIRAM PATIL, sold and transferred their rights, title, interest and benefits in the said land bearing Survey/Hissa No.-1/3 admeasuring 00-04-00 H.R.P to and in favour of SHRI RAJESH BHOGILAL SHAH and pursuant to the above, the said plot has been transferred in the name of SHRI RAJESH BHOGILAL SHAH, the Confirming Party herein in the 7/12 extracts of the revenue records of the concerned authority vide Mutation Entry No.-2966, dated 20/12/2017.

3) Survey/Hissa Nos.-1/6B & 1/6C

By virtue of a Deed of Exchange dated 26/06/2018, duly registered before the Joint Sub Registrar of Assurances at Panvel-2 under Receipt No.-9730, Document No. PVL2-8426-2018 on 26/06/2018, the owner of the aforesaid land SHRI KASHINATH TUKARAM PATIL, transferred all his rights, title, interests and benefits in the said land bearing Survey/Hissa No.-1/6B & 1/6C to and in favour of SHRI RAJESH BHOGILAL SHAH, the Confirming Party herein and handed over the vacant and peaceful possession of the said lands to him in lieu of exchange of the land bearing Survey No.-23, Hissa No.-4 admeasuring 0-45-90, situated at Village-Beed, Tal.-Panvel, Dist.-Raigad. By virtue of a Rectification Deed dated 17/07/2018 duly registered before the Joint Sub Registrar Panvel-2 under its Sr. No-10957 dated 17/07/2018, the mistake occurred in the index-2 of the aforesaid Deed of Exchange has been rectified and the land which

was wrongly shown in index-2 in the name of SHRI RAJESH BHOGILAL SHAH has been corrected by which the land bearing Survey/Hissa No.-1/6B & 1/6C has been shown in the name of SHRI RAJESH BHOGILAL SHAH.

4) Survey/Hissa No.-111/2

By virtue of a Sale Deed dated 30/01/2023, duly registered before the Joint Sub Registrar of Assurances at Panvel under its Receipt No.-1268, Document No. PVL4-1137-2023 on 30/01/2023, the owners of the aforesaid land i.e. (1) SHRI KANA BEMTYA PATIL (2) SMT. KRUSHNABAI BHAGWAN YENDARKAR (3) SHRI NITIN MANGESH PATIL (4) SMT. KIRAN PANDHARINATH BARSHE (5) SMT. SMITA SANJAY PATIL (6) KU. SAKSHAM SANJAY PATIL (7) KU. SAKSHI SANTOSH MHATRE (8) KU. SARTHAK SANTOSH MHATRE (9) SHRI PANDHARINATH HARISHCHANDRA BARSHE (10) SHRI KISHOR HARISHCHANDRA BARSHE (11) SMT. LATA SUNIL PATIL (12) SMT. KARUNA JAYANTA PATIL & (13) SMT. GITA DEVIDAS THAKUR, sold and transferred their rights, title, interest and benefits in the said land bearing Survey/Hissa No.-111/2 admeasuring 00-12-80 H.R.P plus potkharaba 0-02-00 H.R.P., totaling to 0-14-80 H.R.P. to and in favour of M/S. TODAY GLOBAL HOMES, through its Partner SHRI BHAVESH RAJESH SHAH and pursuant to the above, the said plot has been transferred in the name of M/S. TODAY GLOBAL HOMES in the 7/12 extracts of the revenue records of the concerned authority.

And whereas the Promoters have acquired the development rights of the lands bearing (1) Survey No.-1, Hissa No.-2, admeasuring 00-07-50 H.R.P.

out of the total area of 00-15-00 H.R.P. (2) Survey No.-1, Hissa No.-4, admeasuring 0-18-00 H.R.P. plus potkharaba 0-01-00 H.R.P. totaling to 0-19-00 H.R.P. (3) Survey No.-1, Hissa No.-6A, admeasuring 0-24-10 H.R.P. plus potkharaba 0-01-50 H.R.P. totaling to 0-25-60 H.R.P. (4) Survey No.-2, Hissa No.-1, admeasuring 0-23-30 H.R.P. plus potkharaba 0-02-50 H.R.P. totaling to 0-25-80 H.R.P. (5) Survey No.-2, Hissa No.-2, admeasuring 0-23-00 H.R.P. plus potkharaba 0-04-30 H.R.P. totaling to 0-27-30 H.R.P. (6) Survey No.-3, Hissa No.-5A, admeasuring 0-10-60 H.R.P. plus potkharaba 0-00-50 H.R.P. totaling to 0-11-10 H.R.P. (7) Survey No.-3, Hissa No.-5B, admeasuring 0-12-30 H.R.P. plus potkharaba 0-00-80 H.R.P. totaling to 0-13-10 H.R.P. (8) Survey No.-5, Hissa No.-3, admeasuring 0-16-50 H.R.P. (9) Survey No.-111, Hissa No.-1, admeasuring 0-26-20 H.R.P. plus potkharaba 0-02-00 H.R.P. totaling to 0-28-20 H.R.P. (10) (a) Survey No.-1, Hissa No.- 6D, admeasuring 0-05-20 H.R.P. & (b) Survey No.-112, Hissa No.-1, admeasuring 0-2-80 H.R.P., aggregating to 0-08-00 H.R.P. & (11) Survey No.-1, Hissa No.- 2/1, admeasuring 0-09-00 H.R.P. out of the total area of 00-15-00 H.R.P., all situate, lying and being at Village-Rohinjan, within the Registration District of Raigad & Sub Registrar of Panvel, Tal.-Panvel, Dist.-Raigad, by virtue of diverse Development Agreements, per the details mentioned hereunder:

1) Survey/Hissa No.-1/2

By virtue of a Development Agreement dated 26/04/2018, duly registered before the Joint Sub Registrar of Assurances at Panvel-3 under Receipt No.-5578, Document No. PVL3-4479-2018 on 26/04/2018, the owners of the aforesaid land i.e., SHRI KACHRU BHOKYA PATIL along with the Confirming Party (1) SMT. SAVITRIBAI SHIVRAM BHOIR & (2) SMT. LAKSHMIBAI KESHAV

PATIL, granted and assigned the development rights of a portion of land bearing Survey/Hissa No.-1/2 admeasuring 00-07-50 H.R.P. out of the total area of 00-15-00 H.R.P. to and in favour of SHRI RAJESH BHOGILAL SHAH, the Confirming Party herein and handed over the vacant and peaceful possession of the said land to him;

2) Survey/Hissa No.-1/4

By virtue of a Development Agreement dated 20/06/2016, duly registered before the Sub Registrar of Assurances at Panvel-5 under Receipt No.-5223, Document No. PVL5-4722-2016 on 20/06/2016, the owners of the aforesaid land (1) SHRI BAIJUNATH VASANT PATIL & (2) SHRI BIPIN VASANT PATIL, granted and assigned the development rights of the said land bearing Survey/Hissa No.-1/4 on the basis of area sharing ratio to and in favour of SHRI RAJESH BHOGILAL SHAH, the Confirming Party herein and handed over the vacant and peaceful possession of the said land to him.

3) Survey/Hissa No.-1/6A

By virtue of a Development Agreement dated 21/06/2016, duly registered before the Sub Registrar of Assurances at Panvel-5 under Receipt No.-5287, Document No. PVL5-4764-2016 on 21/06/2016, the owners of the aforesaid land (1) SMT. DRAUPADI GOMA PATIL (2) SHRI GURUNATH GOMA PATIL (3) SHRI SUSHIL GOMA PATIL & (4) SMT. KUSUM NAMDEV BHAGAT, with the consent of (1) SMT. KIRAN YASHWANT PATIL (2) SMT. SHASHIKALA UMESH MHATRE @ URMILA UMESH MHATRE (3) SMT. PRANITA SAINATH MHATRE & (4) SMT. JAMUNABAI BALARAM PATIL, granted and assigned the

development rights of the said land bearing Survey/Hissa No.-1/6A on the basis of area sharing ratio to and in favour of SHRI RAJESH BHOGILAL SHAH, the Confirming Party herein and handed over the vacant and peaceful possession of the said land to him;

4) Survey/Hissa No.-2/1

By virtue of a Development Agreement dated 25/06/2016, duly registered before the Sub Registrar of Assurances at Panvel-5 under Receipt No.-5427, Document No. PVL5-4887-2016 on 25/06/2016, the owners of the aforesaid land i.e.,(1) SHRI RAGHUNATH KALYA PATIL & (2) SHRI SHRIPAT KALYA PATIL with the consent of (1) SHRI SOMNATH RAGHUNATH PATIL (2) SMT. REKHA RATAN KATHE (3) SHRI RAJSHRI SANJAY TEMBE, all legal heirs of SHRI RAGHUNATH KALYA PATIL & (1) SHRI SAMEER SHRIPAT PATIL (2) SHRI SAGAR SHRIPAT PATIL (3) SMT. ANITA DEEPAK PATIL (4) SMT. SHEETAL HARISH PATIL (5) SMT. JAYSHREE ARVIND MHATRE, all legal heirs of SHRI SHRIPAT KALYA PATIL, granted and assigned the development rights of the said land bearing Survey/Hissa No.-2/1 on the basis of area sharing ratio to and in favour of SHRI RAJESH BHOGILAL. SHAH, the Confirming Party herein and handed over the vacant and peaceful possession of the said land to him;

5) Survey/Hissa No.-2/2



By virtue of a Development Agreement dated 23/05/2016, duly registered before the Sub Registrar of Assurances at Panvel-5 under Receipt No.-4965, Document No. PVL5-4511-2016 on 14/06/2016, the owner of the aforesaid land SHRI RAVINDRA PANDURANG PATIL granted and assigned the development rights of the said land bearing Survey/Hissa No.-2/2 on the basis of area sharing ratio to and in favour of SHRI RAJESH BHOGILAL SHAH, the Confirming Party herein and handed over the vacant and peaceful possession of the said land to him;

6) Survey/Hissa No.-3/5A

By virtue of a Development Agreement dated 12/06/2016, duly registered before the Sub Registrar of Assurances at Panvel-5 under Receipt No.-4921, Document No. PVL5-4472-2016 on 12/06/2016, the owners of the aforesaid land (1) SHRI YOGESH YASHWANT PATIL (2) SHRI VAIBHAV YASHWANT PATIL & (3) SMT. VITHABAI YASHWANT PATIL, granted and assigned the development rights of the said land bearing Survey/Hissa No.-3/5A on the basis of area sharing ratio to and in favour of SHRI RAJESH BHOGILAL SHAH, the Confirming Party herein and handed over the vacant and peaceful possession of the said land to him;

7) Survey/Hissa No.-3/5B

By virtue of a Development Agreement dated 27/04/2018, duly registered before the Sub Registrar of Assurances at Panvel-5 under Receipt No.-5300, Document No. PVL5-4964-2018 on 27/04/2018, the owners of the aforesaid land (1) SMT. ARCHANA RAGHUNATH

PATIL (2) SMT. APARNA JAYVANT AGLAVE (3) SMT. KALPANA MOHAN PATIL & (4) SMT. BANUBAI GOVARDHAN PATIL, granted and assigned the development rights of the said land bearing Survey/Hissa No.-3/5B on the basis of area sharing ratio to and in favour of SHRI RAJESH BHOGILAL SHAH, the Confirming Party herein and handed over the vacant and peaceful possession of the said land to him;

8) Survey/Hissa No.-5/3

By virtue of a Development Agreement dated 23/05/2016, duly registered before the Joint Sub Registrar of Assurances at Panvel-1 under Receipt No.-5944, Document No. PVL1-3680-2016 on 23/05/2016, the owner of the aforesaid land SHRI RAVINDRA PANDURANG PATIL granted and assigned the development rights of the said portion of the land bearing Survey/Hissa No.-5/3 on the basis of area sharing ratio to and in favour of SHRI RAJESH BHOGILAL SHAH, the Confirming Party herein and handed over the vacant and peaceful possession of the said land to him;

9) Survey/Hissa No.-111/1

By virtue of a Development Agreement dated 23/02/2016, duly registered before the Sub Registrar of Assurances at Panvel-3 under Receipt No.-1768, Document No. PVL3-1237-2016 on 23/02/2016, the owners of the aforesaid land (1) SHRI YOGESH YASHWANT PATIL (2) SHRI VAIBHAV YASHWANT PATIL & (3) SMT. VITHABAI YASHWANT PATIL, granted and assigned the development rights of the said land bearing Survey/Hissa No.-111/1 on the basis of area

sharing ratio to and in favour of SHRI RAJESH BHOGILAL SHAH, the Confirming Party herein and handed over the vacant and peaceful possession of the said land to him;

10) Survey/Hissa No.-1/6D & 112/1

By virtue of a Development Agreement dated 16/09/2021, duly registered before the Joint Sub Registrar of Assurances at Panvel under its Receipt No.-10812, Document No. PVL4-9972-2021 on 16/09/2021, the owner of the aforesaid land SHRI SHANKAR TRIMBAK PATIL, granted and assigned the development rights of the said land bearing (a) Survey/Hissa No.-1/6D & (b) Survey/Hissa No.-112/1 on the basis of area sharing ratio to and in favour of M/S. TODAY GLOBAL HOMES, through its Partner SHRI BHADRESH RAJESH SHAH, the Promoters herein and handed over the vacant and peaceful possession of the said land to him;

11) Survey/Hissa No.-1/2/1

By virtue of a Development Agreement dated 20/03/2023, duly registered before the Joint Sub Registrar of Assurances at Panvel under Its Receipt No.-5567, Document No. PVL3-5001-2023 on 20/03/2023, the owners of the aforesaid land (1) SHRI MAHESH PARSHURAM PATIL & (2) SHRI SANJAY PARSHURAM PATIL, granted and assigned the development rights of the said land bearing Survey/Hissa No.-1/2/1 on the basis of area sharing ratio to and in favour of M/S. TODAY GLOBAL HOMES, through its Partner SHRI BHADRESH RAJESH SHAH, the Promoters herein and handed over the vacant and peaceful possession of the said land to him;

And whereas by virtue of the above referred Development Agreements & Sale Deeds, the Promoters are now fully seized and possessed of and/or otherwise well and sufficiently entitled to the aforesaid pieces and parcels of the lands bearing (1) Survey/Hissa Nos. 1/2 admeasuring 0-07-50 H.R.P. (2) Survey/Hissa Nos.- 1/2, admeasuring 0-07-50 H.R.P. (3) Survey/Hissa No.- 1/3, admeasuring 0-04-00 H.R.P. (4) Survey/Hissa No.- 1/4 admeasuring 0-19-00 H.R.P. (5) Survey/Hissa No.- 1/6A admeasuring 0-25-60 H.R.P. (6) Survey/Hissa No.- 1/6B admeasuring 0-16-50 H.R.P. (7) Survey/Hissa No.-1/6C admeasuring 0-16-30 H.R.P. (8) Survey/Hissa No.-2/1 admeasuring 0-25-80 H.R.P., (9) Survey/Hissa No.-2/2 admeasuring 0-27-30 H.R.P. (10) Survey/Hissa No.- 5/3 admeasuring 0-16-50 H.R.P. (11) Survey/Hissa No.- 3/5A admeasuring 0-11-10 H.R.P. (12) Survey/Hissa No.-3/5B admeasuring 0-13-10 H.R.P. (13) Survey/Hissa No.-111/1 admeasuring 0-28-20 H.R.P. (14) Survey/Hissa No.-111/2 admeasuring 00-14-80 H.R.P (15) Survey/Hissa No.-1/6D admeasuring 00-05-20 H.R.P & (16) Survey/Hissa No.-1/2/1, admeasuring 0-09-00 H.R.P, totally admeasuring 2-47-40 H.R.P. equivalent to 24470 Sq. Mts., all situate, lying and being at Village-Rohinjan, within the Registration District of Raigad & Sub Registrar of Panvel, Tal.-Panvel, Dist.-Raigad, hereinafter referred to as "THE SAID PROPERTY/PLOTS OF LAND" and more particularly described in the "First schedule" hereunder written and are fully entitled to develop the said plots by constructing the buildings thereon as per the plans approved by the concern authorities;

And whereas out of the aforesaid lands, the portion of the land from Survey/Hissa No.-1/2/2 & Survey/Hissa No.-1/3, admeasuring 222 Sq. Mts.

& 87 Sq. Mts. has gone into 15 Mts. wide road, portion of the land bearing Survey/Hissa No.-1/6A, admeasuring 413 Sq. Mts. has gone into 12 Mts. wide road and the portion of the land bearing Survey/Hissa No.-1/2/1B, 1/2/2, 1/6A, 1/6C, 1/6D, 111/1 & 111/2, totally admeasuring 3469 Sq. Mts. has gone into 24 Mts. wide DP road, making the total area of 4191 Sq. Mts. gone for the roads of which the Promoters have availed the FSI and used in the aforesaid building projects.

And whereas the Promoters initially got the plan sanctioned and approved for construction of the residential buildings on the said property having Ground plus 4 (Four) upper floors vide **Commencement Certificate bearing reference number 2018/PMC/TP/BP/109/2018, dated 29/09/2018** and obtained Development Permission for the same, issued by the Assistant Director of the Town Planning, Panvel Municipal Corporation, Panvel, Dist.-Raigad;

And whereas the Promoters thereafter got the plan sanctioned and approved for construction of the residential buildings on the said property comprising 3 (Three) buildings bearing Nos.-1, 2 & 3 having Ground plus 6 (Six) upper floors and 4 (Four) buildings bearing Nos.-4, 5, 6 & 7 having Ground plus 4 (Four) upper floors vide **Commencement Certificate bearing reference number 2019/PMC/TP/BP/905/2019, dated 22/03/2019** and obtained Development Permission for the same, issued by the Assistant Director of the Town Planning, Panvel Municipal Corporation, Panvel, Dist.-Raigad;

**And whereas the Promoters subsequently obtained the modified development plan approved for the project land consisting of 5 (Five) buildings bearing Nos.-1, 2, 3, 4 & 7 having Ground plus 6 (Six) upper floors and 2 (Two) buildings bearing Nos.- 5 & 6 having Ground plus 4 (Four) upper floors vide amended Development permission and Commencement Certificate bearing reference number 2019/PMC/TP/BP/1526/ 2019, dated 24/06/2019** from the Assistant Director of the Town Planning, Panvel Municipal Corporation, Panvel, Dist.-Raigad;

**And whereas the Promoters further obtained the amended development permissions and commencement certificate and got the plans sanctioned and approved for construction of the residential buildings on the said property consisting of 7 (Seven) buildings i.e. building bearing No.-1, 2 & 3 having Stilt plus 11 (Eleven) upper floors, Building bearing No.-4 comprising Stilt plus 14 (Fourteen) upper floors, Building bearing No.-5 comprising Stilt plus 7 (Seven) upper floors and Building Nos.-6 & 7 comprising Ground floor having commercial units vide amended Commencement Certificate bearing reference number 2020/PMC/TP/BP/1000/2020, dated 29/06/2020** from the Assistant Director of the Town Planning, Panvel Municipal Corporation, Panvel, Dist.-Raigad;

And whereas the Promoters further obtained the amended development permissions and commencement certificate and got the plans modified, sanctioned and approved for construction of the residential buildings on the said property consisting of 4 (Four) buildings comprises building bearing Nos.-4, 5, 6 & 7 which has been renamed as 4, 5A, 5B & 5C respectively of

which Building No.-4 having Stilt plus 14 (Fourteen) upper floors, Building bearing No.-5A, 5B & 5C have been approved as Ground + 1<sup>st</sup> Floor Commercial + 2<sup>nd</sup> to 10<sup>th</sup> Floor Residential + Intermediate Stilt + 4 level podium + 5<sup>th</sup> Landscape Podium vide **amended Commencement Certificate bearing reference number PMC/TP/BP/Rohinjan/1/3, 1/2, 1/6A & Others/21-21/16035/1226/2021, dated 11/06/2021** from the Assistant Director of the Town Planning, Panvel Municipal Corporation, Panvel, Dist.-Raigad;

And whereas the Promoters have further obtained the amended development permissions and commencement certificate and got the plans modified and approved for construction of the residential buildings on the said property consisting of 7 (Seven) buildings comprises building bearing Nos.-1, 2, 3, 4, 5A, 5B & 5C of which Building No.-1 & 2 having Stilt plus 12 (Twelve) upper floors, Building No.-3 having Stilt plus 15 (Fifteen) Upper Floors, Building No.-4 having Stilt plus 3 (Three) podium plus 23 (Twenty Three) Upper Floors, Building bearing No.-5A bearing Ground plus 18 (Eighteen) Upper Floors, Building No.- 5B having Ground plus 25 (Twenty Five) Upper Floors & Building No.- 5C having Ground plus 10 (Ten) Upper Floors, vide **amended Commencement Certificate bearing reference number PMC/TP/BP/Rohinjan/1/3, 1/2/2, 1/6A & Others/21-21/16035/2416/2021, dated 26/11/2021** from the Assistant Director of the Town Planning, Panvel Municipal Corporation, Panvel, Dist.-Raigad;

And whereas the Promoters now have further obtained the amended development permissions and commencement certificate and got the plans modified and approved for construction of the residential buildings comprising building Nos.- 5A, 5B & 5C only, all having Ground plus 25

Upper Floors, vide **amended Commencement Certificate bearing reference number PMC/TP/BP/Rohinjan/1/2/1, 1/2/2, & Others/21-23/16035/1679/2023, dated 26/06/2023** from the Deputy Director of the Town Planning, Panvel Municipal Corporation, Panvel, Dist.-Raigad, keeping the other buildings in the project as it is as per the approved plans.

And whereas the Promoters are developing the said Property and constructing buildings thereon in such phases and in such manners as they may deem fit and proper and the **entire scheme of such development in part or full shall always be known as "ANANDAM"**;

And whereas the Promoters have informed the Allottee(s) and the Allottee(s) is/are aware that the Promoters have not yet completely finalized the entire scheme of development thereof and have reserved to itself the right to amend from time to time the layout of the said property and provide for construction of one or more buildings/floors than those at present envisaged and to amend the building plans and/or construct additional floors and/or buildings/structure on the said property;

And whereas the Allottee(s) is/are aware that development of the said property shall be completed over a lengthy period of time and that although the building in which the Flat/Other premises hereby agreed to be allotted may be completed and the Promoters may permit the Allottee(s) to use the Flat/Other premises. However, only on completion of the entire work of development of the said property and construction of all the buildings in the layout, the Promoters shall take steps to obtain conveyance of the said



property in favour of a Co-operative Society or federation of the co-op societies and/or any other corporate body to be formed of the Allottee(s). This Agreement is entered into by the Allottee(s) on a specific understanding and agreement that the Allottee(s) shall not insist upon the Deed of Conveyance in respect of the said property being executed until the development of the entire property is completed;

And whereas the Promoters have floated the ownership scheme on the said land under the name and style of "**ANANDAM**" comprising of various buildings consisting of residential flats and other units. Though the Promoters herein have right to develop the entire project land, the promoters have decided to carry out construction/development in phases and presently developing the portion out of the project land in 2 (Two) phases namely Phase-I & Phase-II comprising 7 (Seven) buildings wherein Phase-I consists of 3 (Three) buildings bearing No.-1, 2 & 3 and Phase-II consists of building Nos.-4, 5A, 5B & 5C with provisions for adding one or more upper floors. The Promoters have registered the Phase-I of the project and in Phase-II the Promoters registered the project for construction of Building No.-4, 5A, 5B and 5C and the said entire project shall be known as "**ANANDAM**" hereinafter referred to as "THE SAID PROJECT" and more particularly described in the "**Second Schedule**" hereunder written and in the subsequent phases, the Promoters have proposed the future expansion by utilizing the balance FSI, additional Premium paid FSI, TDR/Staircase premium, road width additional FSI as per the rules and regulations of competent authority by constructing the Additional Floors and/or by constructing the additional buildings on the aforesaid land in the next Phase of the Project;

And whereas the Promoters declare that the above referred agreements permissions and sanctions are still valid, subsisting and completely in force;

And whereas the Promoters are entitled and enjoined upon to construct the residential buildings on the project land in accordance with the recitals hereinabove as per the plans sanctioned and the development permission granted by the competent authorities including such additions, modifications, revisions, alterations therein, if any, from time to time as may be approved by the Planning Authorities. The copy of the Development Permission/ Commencement Certificate is annexed herewith and marked as "**Annexure-A**";

And whereas the Allottee(s) is/are offered a **Flat No. 1401** on **14<sup>th</sup> Floor** in **Building No. 5C** (hereinafter referred to as "the said Flat") of the buildings' project to be known as "**ANANDAM**" (hereinafter referred to as "the said Building") being constructed of the said project, by the Promoters;

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

And whereas the Promoters have appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoters accept the professional supervision of the Architect and the structural Engineer till the completion of the building(s);

And whereas by virtue of the aforesaid Agreements, the Promoters have sole and exclusive right to sell the Flats/Shops and Other Units in the proposed building(s) to be constructed by the promoters on the project land and to enter into Agreement(s) with the Allottee(s) of the said Flats/Shops and Other Units therein and to receive the sale price in respect thereof and the Confirming Party herein has given his consent to the Promoters to deal with the project land as per their wish.

And whereas on demand from the allottee(s), the Promoters have given inspection to the Allottee(s) of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects M/S. AVP ARCHITECTS, and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 ((hereinafter referred to as "the said Act") and the Rules and Regulations made there under.

And whereas the authenticated copy of Certificate of Title Issued by the advocate of the Promoters and authenticated copy of 7/12 showing the nature of the title of the Promoters to the project land on which the Flat/Shops are to be constructed have been annexed hereto and marked as **"Annexure-B & C"** respectively;

And whereas the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as **"Annexure-D"**;

And whereas the authenticated copies of the plans of the Layout as proposed by the Promoters and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as "**Annexure-E**";

And whereas the authenticated copies of the plans and specifications of the Flat/Shop agreed to be purchased by the Allottee(s), as sanctioned and approved by the local authority have been annexed and marked as "**Annexure-F**";

And whereas the list of amenities has been specified in the third schedule mentioned hereunder in this agreement;

And whereas the Promoters have got the approvals from the concerned authority(s) to the plans, the specifications, elevations, sections and of the said building/s so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building;

And whereas while sanctioning the said plans concerned authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the 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(s) shall be granted by the concerned authority;

And whereas the Allottee(s) have applied to the Promoters for allotment of a **Flat number 1401** on the **14<sup>th</sup> Floor** in **Building No.- 5C** of the proposed buildings' project to be known as "**ANANDAM**" being constructed on the said Project;

And whereas the carpet area of the said **Flat is 76.438 Sq. Mts.** and "Carpet Area" means the net usable floor area of Flat, excluding the area covered by the external walls, excluding balcony area **6.292 Sq. Mts** appurtenant to the said Flat for exclusive use of the Allottee(s), but includes the area covered by the internal partition walls of the Flat;

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

And whereas **prior to the execution of these presents, the Allottee(s) has/have paid to the Promoters a sum of Rs. 1,08,000/- (Rupees. One Lakhs Eight Thousand Only) being part payment of the Sale Consideration of the Flat** agreed to be sold by the Promoters to the Allottee(s) as advance payment or application fee (the payment and receipt whereof the Promoters doth hereby admit and acknowledge) and the Allottee(s) has/have agree(s) to pay to the Promoters the balance of the sale consideration in the manner hereinafter appearing;

And whereas the Promoters have registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at Mumbai under No. P52000020292, P52000021559 the authenticated copy of the Certificate is annexed herewith as "**Annexure-G**";

And whereas under Section 13 of the said Act the Promoters are required to execute a written Agreement for sale of said Flat/Shop with the Allottee(s), 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 Promoters hereby agree to sell and the Allottee(s) hereby agree(s) to purchase the said Flat/Shop.

**Now therefore this agreement witnesseth and it is hereby agreed by and between the parties hereto as follows:**

- 1) The recitals contained above form an integral part of the agreement as if the same were set out and incorporated in the operative part.
- 2) The Promoters shall construct the said buildings on the portion of the project land in accordance with the plans, designs and specifications approved by the concerned authority and which have been seen and approved by the Allottee(s) with only such variations and modifications as the Promoters may consider necessary or as may be required by the concerned authority/Government to be

made in any of the Premises, provided that the Promoters shall have to obtain prior consent in writing of the Allottee(s) in respect of such variations or modifications which may adversely affect the Flat/Shop of the Allottee(s) except any alteration or addition required by Government authorities or due to change in law. In subsequent phases, the Promoters propose to construct the additional floors on the aforesaid Buildings and future expansion by utilizing the balance FSI (Floor Space Index), additional Premium paid FSI, TDR (Transfer of Development Rights) premium, Staircase premium, road width additional FSI as per the rules and regulations of the competent authority.

- 3) The Allottee(s) hereby agree(s) to purchase from the Promoters and the Promoters hereby agree to sell to the Allottee(s) the said **Flat bearing number 1401 admeasuring 76.438 Sq. Mts. carpet area on the 14<sup>th</sup> Floor of Building No.- 5C project to be known as "ANANDAM"**, hereinafter referred to as "THE SAID FLAT" as shown on the floor plan thereof hereto annexed and marked as "**Annexure-F**" and more particularly described in the **Third Schedule** hereunder written for a lump sum price of **Rs. 1,11,20,089/- (Rupees. One Crore Eleven Lakh Twenty Thousand and Eighty-Nine Only)** being and inclusive 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**" written hereunder.

The Promoters hereby agree(s) to allot one covered car parking space being constructed in the layout to the allottee(s) without any monetary consideration and the same shall be allotted to the allottee(s) at the time of handing over of the possession. The total aggregate consideration amount for the Flat Including covered parking spaces is thus **Rs. 1,11,20,089/- (Rupees. One Crore Eleven Lakh Twenty Thousand and Eighty-Nine Only)** As mutually discussed and agreed between the promoters and the purchase/s, the said total consideration shall be paid by the purchaser/s to the promoters as per the payment schedule hereunder written (time being essence of the contract). The above consideration does not include various other charges, expenses more particularly mentioned in this Agreement and the same shall be paid by the purchaser/s over and above the consideration mentioned herein on their respective due dates.

- 4) The Allottee(s) has/have paid on or before execution of this Agreement a sum of **Rs. 1,08,000/- (Rupees. One Lakhs Eight Thousand Only)** as advance payment and hereby agree(s) to pay to the Promoters the balance amount of **Rs. 1,10,12,089/- (Rupees. One Crore Ten Lakh Twelve Thousand and Eighty-Nine Only)** as per the Payment Schedule set out in the Fourth Schedule hereunder written. Subject to the terms of the Agreement and the Promoters abiding by the construction milestones, the Allottee(s) shall make all payments, on demand by the Promoters, within the stipulated time as mentioned in the payment schedule through account payee cheque/demand draft or online payment in favour of **"TODAY GLOBAL HOMES". TDS at 1%** of the



: 25 :

total aggregate consideration amount need to be paid by Allottee(s)  
if applicable.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

**Payment schedule for Building No.- 5C**

Sr. No.	Particulars	Percent	Amount in Rs.
1	EMD at the time of booking	10%	11,12,009/-
2	Upon execution of Agreement	20%	22,24,018/-
3	Completion of Plinth	15%	16,68,013/-
4	On completion of 1 <sup>st</sup> Slab	4%	4,44,804/-
5	On completion of 2 <sup>nd</sup> Slab	3%	3,33,603/-
6	On completion of 4 <sup>th</sup> Slab	3%	3,33,603/-
7	On completion of 8 <sup>th</sup> Slab	3%	3,33,603/-
8	On completion of 12 <sup>th</sup> Slab	3%	3,33,603/-
9	On completion of 16 <sup>th</sup> Slab	3%	3,33,603/-
10	On completion of 20 <sup>th</sup> Slab	3%	3,33,603/-
11	On completion of 26 <sup>th</sup> Slab	3%	3,33,603/-
12	On completion of walls, internal plaster	5%	5,56,004/-
13	On completion of staircases, lift wells & lobbies	5%	5,56,004/-
14	On completion of external plumbing, external plaster, elevation & terraces	5%	5,56,004/-
15	On completion of flooring, doors & Windows and sanitary fitting	5%	5,56,004/-
16	On completion of lifts, water pumps, electrical fittings, paving etc.	5%	5,56,004/-

17	On Possession upon receipt of the Occupancy Certificate	5%	5,56,004/-
<b>Total</b>		<b>100%</b>	<b>1,11,20,089/-</b>

- 5) The Promoters hereby covenant with the Allottees that all the incentives and exemptions received by them from Panvel Municipal Corporation/Competent Authority has been passed on to the Allottees and the purchase price determined herein is by taking into account, the incentives received and passed on by them. The Purchaser herein categorically accept and agrees that the benefits of the said incentives i.e. reduction of premium has been passed on to them in terms of payment of stamp duty by the Promoters. The Allottees hereby agree to sign, execute and register all the documents, affidavits, bonds as may be required by the plan passing authority or any government authority whosoever it may concern to confirm the receipt of such benefits by the Allottees. In case of any break up given for the price/consideration it is only for the purpose of understanding and explanation to the concerned authority and the Allottees shall not raise any objection and/or dispute or claim any amount/difference of amount whatsoever explained in the break up now or in future or make any issue of this any time in future.

- 6) The Total Purchase Price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of GST 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

Promoters) up to the date of handing over the possession of the Flat/Shop.

- 7) The Total Price is escalation-free, save and except escalations/ increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/ Government from time to time. The Promoters undertake and agree that while raising a demand on the Allottee(s) for increase in development charges, cost, or levies imposed by the competent authorities, they shall enclose the said notification/order/rule/ regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments. The Promoters may charge the Allottee(s) separately for any upgradation/changes specifically requested or approved by the allottee(s) in fitting, fixtures and specifications and any other facility which have been done on the allottee(s)' request or approval but which have not been agreed upon herein or as shown in the website of the registered authority.
- 8) The Promoters may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee(s) by discounting such early payments at the rate of 6% (Six Percent) per annum for the period by which the respective instalment has been prepaid. 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 Promoters.

- 9) The Promoters shall confirm the final carpet area that has been allotted to the Allottee(s) after the construction of the buildings 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 3% (Three percent). The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit, then Promoters shall refund the excess money paid by Allottee(s) within 45 (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 Promoters shall demand an 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 No.-2 of this Agreement.
- 10) The Allottee(s) authorize(s) the Promoters to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoters may in its sole discretion deem fit and the Allottee(s) undertake(s) not to object/demand/direct the Promoters to adjust his/her/their payments in any manner.
- 11) The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of

sanctioning the said plans or thereafter and shall before handing over possession of the Flat/Shop to the Allottee(s), obtain from the concerned local authority Occupation and/or Completion Certificate in respect of the said Flat/Shop.

- 12) Time is essence for the Promoters as well as the Allottee(s). The Promoters shall abide by the time schedule for completing the project and handing over the Flat/Shop to the Allottee(s) 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(s) shall make timely payments of the instalment 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 Promotes as provided in Clause No.-4 herein above. ("Payment Plan").
  
- 13) The Promoters hereby declare that the **FSI (Floor Space Index) available as on date in respect of the project land is 73053.76 Sq. Mts.** only. The Promoters have disclosed the **FSI of 4.4** as proposed to be utilized by them on the project land in the said Project subject to increase as per the rules and regulations of the concerned authority and Allottee(s) have agreed to purchase the said Flat/Shop based on the proposed construction and sale of Flat/Shop to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only.

- 14) If the Promoters fail to abide by the time schedule for completing the project and handing over the Flat/Shop to the Allottee(s), they agree to pay to the Allottee(s) who do/does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee(s) for every month of delay, till the handing over of the possession. The Allottee(s) agree(s) to pay to the Promoters, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee(s) to the Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoters.
  
- 15) Without prejudice to the right of Promoters to charge interest in terms of Clause No.-13 above, on the Allottee(s) committing default in payment on due date of any amount due and payable by the Allottee(s) to the Promoters under this Agreement (including his/her/ them proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee(s) committing 3 (Three) defaults of payment of instalments, the Promoters shall at their own option, may terminate this Agreement:
  - a) Provided that, Promoters shall give notice of 15 (Fifteen) days in writing to the Allottee(s) by Registered Post Acknowledgement Due 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(s) of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee(s) fail(s) to rectify the breach(s) mentioned by the Promoters within the period of notice, then at the

end of such notice period Promoters shall be entitled to terminate this Agreement.

- b) Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Allottee(s), after deducting 20% (Twenty Percent) of the total Agreement value, of the Premises and the total interest payable due to delayed payments of the previous instalments till the date of cancellation by the Promoters to the Allottee(s) as agreed liquidated damages within a period of 30 (Thirty) days of the termination, the instalments of sale consideration of the Flat/Shop which may till then have been paid by the Allottee(s) to the Promoters.
- 16) The Promoters have made full and true disclosure of the title of the said land as well as encumbrances, if any, known to the Promoters in the title report of the advocate. The Promoters have also disclosed to the Allottee(s) nature of its right, title and interest or right to construct buildings and also given inspection of all documents to the Allottee(s) as required by the law. The Allottee(s) having acquainted himself/ herself/themselves with all facts and right of the Promoters and after satisfaction of the same has/have entered into this Agreement.
- 17) The fixture and fittings and amenities to be provided by the Promoters in the Flat/Shop and the said building are those that are set out in the "**Third Schedule**" mentioned hereunder.



18) **The Promoters shall give possession of Flat to the Allottee(s) on or before 30-12-2024 in the aforesaid phase of the project.** The Promoters agree and understand that timely delivery of possession of the Flat/Shop is the essence of the Agreement. Subject to receipt of full consideration/total price and dues of the Promoters and taxes thereon are paid by the Allottee(s) in respect of the said Flat/Shop, in terms of these presents. Provided that the Promoters shall be entitled to reasonable extension of time as agreed by and between the Allottee(s) and the promoters for giving possession of the Flat/Shop on the aforesaid date, and the same shall not include the period of extension given by the Authority for registration. Further, if the completion of building in which the Flat/Shop is to be situated is delayed on account of:

- a) War, civil commotion, flood, draught, fire, cyclone, earthquake, act of God or any calamity by nature affecting the regular development of the real estate project ("Force Majeure").
- b) Extension of time for giving possession as may be permitted by the Regulatory Authority under Real Estate (Regulation and Development) Act, 2016 for reason where actual work of said project/building could not be carried out in the project from any Court of law, or Tribunal, competent authority, statutory authority, high power committee etc. or due to such circumstances as may be decided by the Authority. If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee(s) agree(s) that the Promoters shall be entitled to the extension of time for delivery of possession of the Flat/Shop, provided that such Force

Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The allottee(s) agree(s) and confirm(s) that in the event it becomes impossible for the Promoters to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoters shall refund to the allottee(s) the entire amount received by the Promoters from the allotment within 30 (Thirty) days from that date. After refund of the money paid by the allottee(s), he/she/they shall not have any rights, claims etc. against the Promoters and that the Promoters shall be released and discharged from all its obligations and liabilities under this Agreement.

- 19) The said premises shall contain specifications, fixtures, fittings and amenities as set out in the list of amenities to be provided according to the type of the said building in which the said premises is located and the list of such specifications for the amenities are more particularly described in the "**Third Schedule**" hereunder written according to the type of the building. And the Allottee(s) confirm(s) that the Promoters shall not be liable to provide any other specification, fixtures, fittings and amenities in the said premises. The Promoters shall endeavor to provide and develop certain other common amenities in the proposed township of "ANANDAM" at relevant time of development and progress of the work of the project which shall be commonly used and enjoyed by all the Allottee(s). The Allottee(s) shall bear and pay for proportionate share of the expenses/ outgoings in respect of the administration and maintenance of the above said amenities as may be ascertained and demanded from the Allottee(s) for the above said

Flat/Shop/other premises. The Promoters have proposed to provide a Club House with swimming pool and other facilities such as amphitheatre, lawn, children's play area, gazebo, jogging track, water fountain, gymnasium, space for indoor games, mini theatre, library more particularly described in the "**Third Schedule**" of the amenities under 'Club House Features'.

- 20) The Allottee(s) hereby expressly consent(s) to the Promoters redesigning any building/s or the recreation area or internal roads, path-ways and passages and such other area or areas which the Promoters may desire to realign and re-design including the overall layout of the township and the Allottee(s) confirm(s) that the Promoters will be entitled to utilize any FSI and/or TDR and/or in any other form as may be introduced by the concerned local authorities and/or any other benefits which may be available on the said property or any part thereof or any other property or properties as the case may be and until the entire FSI and/or TDR and/or all other benefits available on the said property or any other property/properties is duly utilized by the Promoters, and until all the flats and other premises are sold and until all the amounts in respect thereof are received, the Promoters shall not till then be bound and shall not be called upon or required to form any Co-operative Society, Limited Company or Condominium of Apartments, as the case may be, and the Allottee(s) agree(s) and irrevocably consents not to have any demand or dispute or objection in that behalf.
- 21) It is expressly agreed that the right of the Allottee(s) under this Agreement is restricted to the said premises agreed to be acquired

by the Allottee(s) only and all the other premises and portion or portions of the said property and its adjoining pieces of land and open spaces, recreation grounds, path ways etc. shall forever be the sole property of the Promoters and the Promoters shall be entitled to develop, use, possess, occupy, enjoy and/or deal with and dispose off the same in the manner deemed fit by them without any reference, interference, recourse, consent or concurrence etc. from the Allottee(s) and/or the society or any federation, association or organization formed by the Allottee(s), in any manner whatsoever. The Allottee(s) hereby confirms and consents to the irrevocable right of the Promoters to construct the buildings in the project known as "Anandam" on the said property in the manner deemed fit by the Promoters without any further or other consent or concurrence in future.

- 22) It is agreed that specific amenities to be provided as described in the schedule mentioned hereunder and other common amenities as envisaged above to be provided by the Promoters may be changed, altered or modified under the guidelines of any law, bye-laws, amendments, orders, notices, clarification under the provisions of law etc. that may be implemented from time to time from any Government, Semi-Government, Municipality, Grampanchayat, Collector Office and such other concerned authorities and also for the betterment of the project as the Promoters may deem fit and proper at all relevant times. The Promoters shall not be required to give any notice and take prior consent of the Allottee(s) for such change, alteration or revision of any nature whatsoever. And

Allottee(s) hereby gives his/her/their irrevocable consent for the same.

- 23) The Promoters herein are developing the said property in phases having common amenities the construction/ development of the said common amenities will be completed in due course only after completion of construction of all the project phases on the entire land. The Promoters assure to handover the possession of the said common amenities on or before conveyance of the buildings in favour of the society or federation of the society. The Allottee(s) herein agree(s) and convey(s) that he/she/ they shall not be entitled to refuse to take the possession of the said Flat/Shop on the ground of non completion of aforesaid common amenities.
- 24) The Promoters, upon obtaining the occupancy certificate from the local/competent/planning authority shall offer in writing to the Allottee(s) intimating that the said Flat/Shop is ready for use and occupation. The Allottee(s) herein shall inspect the said Flat/Shop in all respects to confirm that the same is in accordance with the terms and conditions of this agreement, complete the payment of consideration/total price and dues to the Promoters as per terms and conditions of this agreement and take the possession of the said Flat/Shop within 15 (Fifteen) days from the date of written intimation issued by the Promoters to the allottee(s) herein. The Promoters agree and undertake to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters. The Allottee(s) agree(s) to

pay the maintenance charges as determined by the Promoters/association of the Allottees, as the case may be.

- 25) Upon receiving a written intimation from the Promoters as per clause mentioned hereinabove, the Allottee(s) shall take the possession of the Flat/Shop from the Promoters by executing necessary Indemnities, undertakings and such other documents as prescribed in this agreement and the Promoters shall give possession of the Flat/Shop to the allottee(s). In case the Allottee(s) fail(s) or commit(s) any delay in taking possession of the said Flat/Shop within the time provided, then such Allottee(s) shall be liable for payment of maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoing in respect of the said Flat/Shop and the Promoters shall not be liable for the maintenance, wear and tear of the said Flat/Shop.
- 26) After obtaining the Occupancy Certificate and handing over physical possession of the said Flat/Shop to the Allottee(s), it shall be the responsibility of the Promoters to handover the necessary documents and plans, including common areas, to the association of the allottee(s) or the competent authority, as the case may be as per the local laws.
- 27) The Allottee(s) shall use the Flat/Shop or any part thereof or permit the same to be used only for purpose of residence. He/she/they shall use the parking space only for purpose of keeping or parking his/her/ their own vehicle.

- 28) Considering the Promoters herein is carrying on the construction/development on the said land in phase as aforesaid and further to have the maintenance of building and common facilities more conveniently, there will be 1 (One) or more association of Allottees/co-operative societies and/or Apex Society and/or limited company or any other such organization as may be formed by prevailing local laws as may be applicable to the said project, which the Promoters shall decide as suitable for the Flat/Shop holders in the said project, which is under construction on the said land.
- 29) The Allottee(s) along with other Allottees 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 Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoters within 7 (Seven) days of the same being forwarded by the Promoters to the Allottees, so as to enable the Promoters to register the common organisation of Allottees. No objection shall be taken by the Allottee(s) if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

- 30) The Promoters on receipt of the complete amount of the price of the said Flat/Shop under the agreement from the allottee(s) and after formation of the society for all the buildings in the project, shall execute a conveyance deed and convey the title of the said Flat/Shop with proportionate indivisible share in the common areas to the society/federation as may be formed all the right title interest of the promoters in the aliquot part of the said land i.e. said land, said project referred in "**Second Schedule**". However, in case the Allottee(s) fail(s) to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. are demanded within the period mentioned in the demand letter, the allottee(s) authorise(s) the promoters withhold registration of the conveyance deed in his/her/ their favour till full and final settlements of the amount and payment of stamp duty and registration charges to the promoter is made by the allottee(s).
- 31) Within 15 (Fifteen) days after notice in writing is given by the Promoters to the Allottee(s) that the Flat/Shop 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 Flat/Shop) 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 buildings. Until the Society or Limited Company is formed and the said structure of the building(s) or wings is transferred to it,



the Allottee(s) shall pay to the Promoters such proportionate share of outgoings as may be determined. The Allottee(s) further agree(s) that till the allottee(s)' share is so determined, he/she/they shall pay to the Promoters provisional monthly contribution of **Rs. 5,624/- (Rupees. Five Thousand Six Hundred and Twenty-Four Only)** per month towards the outgoings. The amounts so paid by the Allottee(s) to the Promoters shall not carry any interest and remain with the Promoters until a conveyance of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance 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 Promoters to the Society or the Limited Company, as the case may be.

- 32) The Allottee(s) shall on or before delivery of possession of the said premises keep deposited with the Promoters an amount of **Rs. 1,34,976/- (Rupees. One Lakh Thirty-Four Thousand Nine Hundred and Seventy-Six Only)** for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company for a period of 24 (Twenty-Four) months.
- 33) At the time of registration of conveyance of the structure of the building, the Allottee(s) shall pay to the Promoters, his/her/their share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance 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 of the project land, the Allottee(s) shall pay to the Promoters, his/her/their share of stamp duty and registration charges payable, by the said Society or Limited company on such conveyance or any document or Instrument of transfer in respect of the structure of the said land to be executed in favour of the Society or limited company.

- 34) The Promoters/Owners hereby represent and warrant to the Allottee(s) as follows:
- a) The Promoters/Owners have clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and have the requisite rights to carry out development upon the project land and also have actual, physical and legal possession of the project land for the implementation of the Project;
  - b) The Promoters/Owners have 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;
  - c) There are no encumbrances upon the project land or the Project;
  - d) There are no litigations pending before any Court of law with respect to the project land or Project;

- e) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building 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 Promoters have 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;
- f) The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- g) The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the Project and the said Flat/Shop which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- h) The Promoters confirm that they are not restricted in any manner whatsoever from selling the said Flat/Shop to the Allottee(s) in the manner contemplated in this Agreement;
- i) At the time of execution of the conveyance deed of the structure to the association of Allottees, the Promoters shall handover lawful,

vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

- j) The Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
  - k) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoters in respect of the project land and/or the Project.
- 35) The Allottee(s) for himself/herself/themselves with intention to bind himself/herself/themselves and all persons into whomsoever hand the said Flat/Shop may come, doth hereby covenant with the Promoters as follows:
- a) To maintain the Flat/Shop at the Allottee(s)' own cost in good and tenantable repair and condition from the date that of possession of the Flat/Shop is taken and shall not do or suffer to be done anything in or to the building in which the Flat/Shop 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/Shop is situated and

the Flat/Shop itself or any part thereof without the consent of the local authorities, if required.

- b) Not to store in the Flat/Shop 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/Shop 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 Flat/Shop is situated, including entrances of the building in which the Flat/Shop is situated and in case any damage is caused to the building in which the Flat/Shop is situated or the Flat/Shop 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.
- c) To carry out at his/her/their own cost all internal repairs to the said Flat/Shop and maintain the Flat/Shop in the same condition, state and order in which it was delivered by the Promoters to the Allottee(s) and shall not do or suffer to be done anything in or to the building in which the Flat/Shop is situated or the Flat/Shop 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.

- d) Not to demolish or cause to be demolished the Flat/Shop 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/Shop or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat/Shop is situated and shall keep the portion, sewers, drains and pipes in the Flat/Shop and 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 Flat/Shop 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 Flat/Shop without prior written permission of the Promoters or the Society or the Limited Company.
- e) 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/Shop is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat/Shop in the compound or any portion of the project land and the building in which the Flat/Shop is situated.
- g) Pay to the Promoters within fifteen days of demand by the Promoters, 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 Flat/Shop is situated.

- h) 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/Shop by the Allottee(s) for any purposes other than for purpose for which it is sold.
- i) 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 Flat/Shop until all the dues payable by the Allottee(s) to the Promoters under this Agreement are fully paid up.
- j) The Allottee(s) shall observe and perform all the rules and regulations which the Society or the Limited Company 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 Flat/Shops therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee(s) shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company regarding the occupancy and use of the Flat/Shop in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

- k) Till a conveyance of the structure of the building in which Flat/Shop is situated is executed in favour of Society/Limited Society, the Allottee(s) 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.
  - l) Not to change the position of the sliding windows provided by the Promoters in the Flat/Shop by the Flat/Shop Allottee(s) and not to change the shape and size of the door frames and French doors and sliding windows section and elevation thereof in the said Flat/Shop.
  - m) Not to do or permit to be done any act or things which may render void or violable any insurance of the said property and the said building or any part thereof or whereby any increased premium become payable in respect of such insurances.
- 36) The Promoters shall maintain separate account in respect of the sums received by the promoters from the Allottee(s) as advance or deposit, sums received on account of the share capital for the promotion of the co-operative society or limited company or any other legal body to be formed or towards the outgoings, legal charges and shall utilise the amounts only for the purpose for which they have been received.
- 37) Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise and/or assignment in law of the said



Flat/Shop or the said building or any part thereof. The Allottee(s) shall have no claim save and except in respect of the said Flat/Shop hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces, recreational spaces will remain the property of the Promoters until the said structure of the building is transferred to the society/limited company or other legal body as hereinbefore mentioned.

- 38) Any delay or indulgence by the Promoters in enforcing the terms of this Agreement or forbearance on their part or giving extensions of time by the Promoters to the Allottee(s) for payment of purchase price in installments or otherwise shall not be construed as a waiver on the part of the Promoters of any breach of this Agreement by the Allottee(s) nor shall the same in any manner prejudice the rights of the Promoters.
- 39) The Promoters shall in respect of any amount unpaid by the Allottee(s) under this Agreement, have a first lien and/or charge on the said Premises agreed to be acquired by the Allottee(s).
- 40) It is expressly agreed and confirmed by the Allottee(s) that the terraces which are attached to the respective Flat/Shop will be in exclusive possession of the said Allottee(s) of the said Flat/Shop and other Allottee(s) will not in any manner object to the Promoters selling the Flat/Shop with an attached terrace with exclusive rights of the said Allottee(s) to use the said terraces.

- 41) The Allottee(s) hereby agree(s) to bear and pay his/her/their proportionate contribution towards all the charges such as stamp duty and registration charges that may have to be paid in respect of the **Conveyance Deed to be executed by the Promoters in favour of the co-operative society or limited company or any other legal body as may be formed by the Allottee(s) of the premises in the said Building.**
  
- 42) The Allottee(s) shall at no time demand partition of his/her/their interest of their premises in the building. It is being hereby agreed and declared by the parties that the interest in the said building is impartible and it is agreed by the Allottee(s) that the Promoters shall not be liable to execute any document for that purpose in respect of the said premises in favour of the Allottee(s).
  
- 43) The Allottee(s) and the persons to whom the said Flat/Shop is permitted to be transferred with the written consent of the Promoters, shall observe and perform byelaws and/or the rules and regulations of the co-operative society or other organization, as and when registered and the additions, alterations or amendments thereof and shall also observe and carry out the building rules and regulations and the bye-laws of the competent authority. The Allottee(s) and persons to whom the said Flat/Shop is allowed to be transferred shall observe and perform all the stipulations and conditions laid down by such co-operative society or other organization, regarding the occupation and use of the said Flat/Shop and the said property and shall pay and contribute regularly and

punctually towards rates, cess, taxes and/or expenses and all other outgoings.

44) Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between parties hereto that, the promoters herein have decided to have the name of the project "**ANANDAM**" and buildings will be denoted by numbers in numerical as per sanction plan or as decided by the Promoters herein on a building and at the entrances of the scheme. The Allottees in the said project/building(s) or proposed organization are not entitled to change the aforesaid project name and remove or alter promoter's name board in any circumstances. The name of the co-operative society or limited company or other legal body to be formed, may bear the same name. The name of the building however shall not be changed under any circumstances. This condition is essential condition of this agreement.

45) If within a period of 5 (Five) years from the date of handing over the Flat/Shop to the Allottee(s), the Allottee(s) bring(s) to the notice of the Promoters any structural defect in the Flat/Shop or the building in which the Flat/Shops are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at its own cost and in case it is not possible to rectify such defects, then the Allottee(s) shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the Act. Provided however, that the Allottee(s) shall not carry out any alterations of the whatsoever nature in the said Flat/Shop of

phase/wing and in specific the structure of the said unit/wing/phase of the said building which shall include but not limit to columns, beams etc or in fittings therein, in particular it is hereby agreed that the Allottee(s) shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water, if any of such works are carried out without the written consent of the promoters the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect(s) caused on account of wilful neglect on the part of the promoters, and shall not mean defect(s) caused by normal wear and tear and by negligent use of Flat/Shop by the occupants, vagaries of nature etc. That it shall be the responsibility of the Allottee(s) to maintain his/her/their unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his Flat/Shop are regularly filled with white cement/epoxy to prevent water seepage. Further where the manufacturer warranty as shown by the Promoters to the Allottee(s) ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/phase/wing. And if the annual maintenance contracts are not done/renewed by the Allottee(s) the Promoters shall not be responsible for any defects occurring due to the same. That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipment's, fixtures sustainable and in proper working condition to continue warranty in both the Flat/Shops and the common project amenities wherever applicable. That the Allottee(s) has been made aware and that the Allottee(s)

expressly agree(s) that the regular wear and tear of unit/building/phase/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20c and which do not amount to structure defects and hence cannot be attributed to either bad workmanships or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee(s), it shall be necessary to appoint an expert who shall be a nominated surveyor who shall then submit a report to state the defects in materials used, in the structure built of the unit/ phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

- 46) The Allottee(s) hereby grant(s) his/her/their irrevocable power and consent to the Promoters and agrees.
- a) that at all time, and even after the execution of Conveyance in favour of co-operative housing society or any other organization or person, the Promoters alone shall be entitled to all FSI whether available at present or in future for any reason whatsoever including the balance FSI the additional FSI available under D.C. Regulations from time to time and/or by a special concession, modification of present Rules Regulations Statutes, bye-laws etc. FSI available in lieu of the road widening set back, reservation or otherwise howsoever;
- b) that under no circumstance, and even after the execution of Conveyance in favour of co-operative housing society or any other

organization or person, neither the Allottee(s), nor will the said society or other organization or person, be entitled to any FSI or shall have any right to consume or deal with or dispose off the same in any manner whatsoever;

- c) to the Promoters developing the said property fully by constructing buildings/floors, additional buildings/floors additional built-up floors/ structures thereon so as to avail of the full FSI permissible at present or in future including for staircase, lift, passage, temporary access etc. or by loading Rights TDR, FSI or any other benefits in such form or nature available under the provision of law on the said property and including putting up on any additional construction, as mentioned above and Promoters selling the same and receiving and appropriating to itself the entire sale proceeds thereon without the Allottee(s) or other Allottee(s) of the tenements/flats in such building and/or their common organization having any claim thereto or to any part thereof. The FSI, TDR/and further and/or additional construction shall always be the property of the Promoters who shall be at liberty to use deal, with, dispose of, sell, transfer etc. the same in manner the Promoters chooses. The Allottee(s) agrees not to raise any objection and/or claim reduction in price and/or compensation and/or damages including on the ground on inconvenience and/or nuisance. The Conveyance of the portion of the said land with building etc. and transfer of rights of the Promoters as therein after mentioned shall be subject inter alia to the aforesaid reservation. The Promoters shall be entitled to consume the said FSI by raising floor or floors or any structures or structures;

- d) to the Promoters selling any part or portion of the said building including the open terrace, stilts or any portion thereof or any open area of appurtenant land for exclusive use as a garden, display of advertisements, hoarding, parking or as same may be convenient
  - e) not to raise any objection or interfere with Promoter's right reserved hereunder;
  - f) to execute, at once if any further or other writing, documents etc. as may be required or necessary for the purpose and intent of this agreement;
  - g) to do all other acts, deeds, things and matter which the Promoters in their absolute discretion may deem fit for putting into complete effect the provision of this agreement; The aforesaid consent and agreement shall remain valid continuous, irrevocable, subsisting and in full force even after the possession of the said premises is handed over to the Allottee(s) and/or possession of the said property is handed over to the society of the Allottee(s) of premises and to whosoever acquire the premises from the persons signing agreement.
- 47) After the Promoters execute this Agreement for sale, they shall not mortgage or create a charge on the Flat/Shop 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\have taken or agreed to take such Flat/Shop.

- 48) Forwarding this Agreement to the Allottee(s) by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee(s) until firstly, the Allottee(s) sign(s) and deliver(s) this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (Thirty) days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoters. If the Allottee(s) fail(s) to execute and deliver to the Promoters this Agreement within 30 (Thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 15 (Fifteen) days from the date of its receipt by the Allottee(s), application of the Allottee(s) shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation, whatsoever.
- 49) This Agreement, along with its schedules and annexure, 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/building, as the case may be.



- 50) This Agreement may only be amended through written consent of the Parties.
- 51) 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 Flat/Shop, in case of a transfer, as the said obligations go along with the Flat/Shop for all intents and purposes.
- 52) If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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.
- 53) Wherever in this Agreement it is stipulated that the Allottee(s) has/have to make any payment, in common with other Allottees in Project, the same shall be in proportion to the carpet area of the Flat/Shop to the total carpet area of all Flat/Shops in the Project.
- 54) Both the 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.

- 55) The execution of this Agreement shall be complete only upon its execution by the Promoters through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoters and the Allottee(s), in Panvel after the Agreement is duly executed by the Allottee(s) and the Promoters or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence, this Agreement shall be deemed to have been executed at Panvel, Raigad.
- 56) The Allottee(s) and/or Promoters shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof.
- 57) That all notices to be served on the Allottee(s) and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) or the Promoters by Registered Post Acknowledgement Due and notified Email ID at their respective addresses specified below:

**PROMOTERS:**

**M/S. TODAY GLOBAL HOMES**

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**OFFICE NO.-1601/1602, KESAR SOLITAIRE, PLOT NO. 05,**

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**SECTOR 19, SANPADA, NAVI MUMBAI -400 705.**

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**Notified Email ID: todayglobalgroup@gmail.com**

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**ALLOTTEE(S):**

**MR. SUBRAT KUMAR PATRA & MRS. ALAKA PATRA**

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**FLAT NO-401, NISARG DARSHAN CHSL,**

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**-- SECTOR-28, NEW NERUL WEST**

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**Notified Contact No. +91 9757329279**

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**Notified Email ID: subratpatra10@gmail.com**

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

- 58) That in case there are Joint Allottees, all communications shall be sent by the Promoters to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee(s).
- 59) The charges towards stamp duty and Registration of this Agreement for Sale shall be borne and paid by the Promoters only.
- 60) Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.
- 61) 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 at Panvel will have the jurisdiction for this Agreement.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**Description of the Lands/Property**

All those pieces and parcels of land (1) Survey/Hissa Nos. 1/2 admeasuring 0-07-50 H.R.P. (2) Survey/Hissa Nos.- 1/2, admeasuring 0-07-50 H.R.P. (3) Survey/Hissa No.- 1/3, admeasuring 0-04-00 H.R.P. (4) Survey/Hissa No.- 1/4 admeasuring 0-19-00 H.R.P. (5) Survey/Hissa No.- 1/6A admeasuring 0-25-60 H.R.P. (6) Survey/Hissa No.- 1/6B admeasuring 0-16-50 H.R.P. (7) Survey/Hissa No.-1/6C admeasuring 0-16-30 H.R.P. (8) Survey/Hissa No.- 2/1 admeasuring 0-25-80 H.R.P., (9) Survey/Hissa No.-2/2 admeasuring 0-27-30 H.R.P. (10) Survey/Hissa No.- 5/3 admeasuring 0-16-50 H.R.P. (11) Survey/Hissa No.- 3/5A admeasuring 0-11-10 H.R.P. (12) Survey/Hissa No.- 3/5B admeasuring 0-13-10 H.R.P. (13) Survey/Hissa No.-111/1 admeasuring 0-28-20 H.R.P. (14) Survey/Hissa No.-111/2 admeasuring 00-14-80 H.R.P (15) Survey/Hissa No.-1/6D admeasuring 00-05-20 H.R.P & (16) Survey/Hissa No.-1/2/1, admeasuring 0-09-00 H.R.P, totally admeasuring 2-47-40 H.R.P. equivalent to 24470 Sq. Mts., all situate, lying and being at Village-Rohinjan, within the Registration District of Raigad & Sub Registrar of Panvel, Tal.-Panvel, Dist.-Raigad.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**Description of the Flats/Shops**

All that residential/commercial premises bearing **Flat bearing number 1401** admeasuring **76.438 Sq. Mts.** carpet area on the **14<sup>th</sup> Floor** of **Building No.- 5C** in the proposed buildings' project known as "**ANANDAM**" being constructed on Survey/Hissa Nos. 1/2, 1/2, 1/3, 1/4, 1/6A, 1/6B, 1/6C, 2/1, 2/2, 5/3, 3/5A, 3/5B, 111/1, 111/2, 1/6D & 1/2/1 situated at Village-Rohinjan, within the Registration District of Raigad & Sub Registrar of Panvel, Tal.-Panvel, Dist.-Raigad.

**THE THIRD SCHEDULE ABOVE REFERRED TO  
AMENITIES**

GENERAL AMENITIES

- RCC Frame structure with 6" external wall & 4" internal wall brickwork.
- 2'X 2' Vitrified tiles flooring in all rooms.
- Marble/Granite Kitchen platform with Stainless Steel Sink & designer glazed tiles up to 3 feet height.
- Tv point in Living Room, Ac point in Bedroom.
- Concealed copper wiring with adequate electric points in all rooms with door bell.
- Designer Glazed tiles in toilets & bathrooms.
- Concealed plumbing in toilets with good quality C.P Fitting.
- Marble/Granite frame with akelite door shutter for toilets & bathrooms.
- All other door shutters flush type with laminated decorative sheet and good quality fixtures & fittings.
- Aluminum powder coated sliding windows, with marble/Granite sills.

- Internal distemper paint on wall putty finish wall & ceiling and external acrylic paint.
- Decorative entrance Lobby.
- Attractive Elevation.
- Lifts of reputed make.
- Entire building protected with fire fighting system.
- Provision of Power Backup supply.

#### CLUB HOUSE AMENITIES (OUTDOOR)

- Amphitheatre
- Rain Pool
- Kids Pool
- Lawn
- Children's Play area
- Gazebo
- Jogging Track
- Swimming Pool
- Water Fountain

#### CLUB HOUSE AMENITIES (INDOOR)



- Gymnasium
- Space for Indoor Games
- Mini Theatre
- Library
- Multi Purpose Hall

**EXTRA UNIT AMENITIES**

- Video Door Phone (One Touch/Equivalent)
- Digital Locks (Yale/Equivalent)
- Alexa (Voice Assistant/Equivalent)
- Dr. Aeroguard SCPR 300 Air Purifier (Eureka Forbes/Equivalent)
- **Above amenities are subject to technology changes or upgrade.**

**In witness whereof the parties hereto have executed this Agreement on the day, month and year first above written.**

SIGNED, SEALED & DELIVERED )  
BY THE WITHIN NAMED PROMOTERS )  
M/S. TODAY GLOBAL HOMES )  
P.A.N. AAKFT3637N )  
REPRESENTED BY ITS PARTNER )  
IN THE PRESENCE OF

1) \_\_\_\_\_ )

2) \_\_\_\_\_ )

SIGNED, SEALED & DELIVERED BY )

THE WITHIN NAMED PURCHASERS )

**1) MR. SUBRAT KUMAR PATRA )**

**P.A.N. - ANBPP6402B )**

**2) MRS. ALAKA PATRA )**

**P.A.N. - BQVPP7671J )**

IN THE PRESENCE OF

1) \_\_\_\_\_ )

2) \_\_\_\_\_ )

SIGNED & DELIVERED BY THE )

WITHIN NAMED CONFIRMING PARTY )

SHRI RAJESH B. SHAH )

P.A.N.- ABJPS4415P )

IN THE PRESENCE OF

1) \_\_\_\_\_ )

2) \_\_\_\_\_ )

**RECEIPT**

Received of and from the within named Purchaser(s) **MR. SUBRAT KUMAR PATRA AND MRS. ALAKA PATRA** the day and the year first herein above written the sum of **Rs. 1,08,000/- (Rupees. One Lakhs Eight Thousand Only)** being part/full payment of the consideration amount against the sale of **Flat bearing number 1401**, admeasuring **76.438 Sq. Mts.** carpet area on the **14<sup>th</sup> Floor** of **Building No.- 5C** project to be known as "**ANANDAM**" being constructed on Survey/Hissa Nos. 1/2, 1/2, 1/3, 1/4, 1/6A, 1/6B, 1/6C, 2/1, 2/2, 5/3, 3/5A, 3/5B, 111/1, 111/2, 1/6D & 1/2/1 situated at Village-Rohinjan, Tal.-Panvel, Dist.-Raigad, paid by him/her/them to us as per the details mentioned below:

<b>Date</b>	<b>Cheque/ D.D. No.</b>	<b>Drawn on (Bank &amp; Branch)</b>	<b>Amount Rs.</b>
<b>25-02- 2024</b>	<b>405618636937</b>	<b>Card Swipe</b>	<b>₹ 50,000</b>
<b>25-02- 2024</b>	<b>405618637255</b>	<b>Card Swipe</b>	<b>₹ 50,000</b>
<b>25-02- 2024</b>	<b>405619637938</b>	<b>Card Swipe</b>	<b>₹ 8,000</b>
<b>(Rupees. One Lakhs Eight Thousand Only)</b>			<b>₹ 1,08,000</b>

**We say received**  
**For M/S. TODAY GLOBAL HOMES**

**(Partner)**

**WITNESS:**

1) \_\_\_\_\_ )

2) \_\_\_\_\_ )