

AGREEMENT FOR SALE

THIS AGREEMENT made at _____ on this ____ day of _____
2024.

BETWEEN

M/s Shree Construction Company a Partnership Firm, through its partner M/s. Kavya Buildcon Pvt. Ltd. through its Director Mr. Nimish M. Vora, 47 Years. constituted under the provisions of Indian Partnership Act 1932 having its office at **1st Floor, 99 C, Kavya Aura, Sitaram Ghadigaonkar Marg, Tulsiwadi, Tardeo Mumbai City MH 400034** hereinafter collectively referred to as **"PROMOTER/DEVELOPER/OWNER"** (which expression shall, unless contrary to the context or meaning thereof, mean and include its successors and assigns)
OF THE ONE PART;

AND

Pharmachemie Engineering and Consultants Pvt Ltd
10th Floor A wing 1001 Centrum Business Square Road No 16 Thane-
400604.
GST No :- 27AALCP0901D1ZS

hereinafter collectively referred to as "**THE PURCHASER**" (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;**

WHEREAS

- 1.** Vide a Deed of Conveyance dated 21/8/1986 one Shri. Malharsing Dhanotra (since deceased) had purchased from Mr. Moosa Mainudin Varekar and others a non-agricultural land bearing Survey No. 29 admeasuring 0-46-8 (H-R-P) situate being and lying at revenue village Boriwade, Talathi Saja Owale, Taluka and District Thane, in the Registration District and Sub-District of Thane within the limits of Thane Municipal Corporation. This property is more particularly described in the **First Schedule** hereunder written and shall hereinafter be referred to as the **Schedule 'A' Property**.
- 2.** Shri. Malharsingh Dhanotra expired on 09-04-2000 leaving behind his son, Shri. Gurudayalsingh Malharsingh Dhanotra (hereinafter referred to as the 'said Gurudayalsingh'), as his only legal heir. The name of said Gurudayalsingh came to be recorded as the owner in records of rights of the **Schedule 'A' Property** and mutation entry No. 402 was certified to that effect on 21/06/2007;
- 3.** The said Gurudayalsingh entered into Development Agreement dated 19/11/2007 registered with the Sub-Registrar of Assurances Thane under Sr. No. 8517/2007 on 30/11/2007 in favor of Mr. Raja Waman Mhatre;
- 4.** The said Gurudayalsingh has also executed a Special Power of Attorney dated 19/11/2007 registered before the Sub-Registrar of Assurance, Thane under Sr. No. 1163/2007 on 19/11/2007 in favour of Mr. Raja Waman Mhatre. At the time of execution of the said Development Agreement and the said POA said Gurudayalsingh had also put Mr. Raja Waman Mhatre in the lawful and actual physical possession of the **Schedule 'A' Property**;
- 5.** The said Gurudayalsingh had on 29/11/2007 executed a Sale Deed, which is registered before the Sub-Registrar of Assurances, Thane under Sr. No. TNN1-00383-2008 on 17/1/2008 thereby conveying all his right title and interest, in respect of the **Schedule Property**, in favour of Mr. Raja Waman Mhatre;
- 6.** One Shri. Aziz Ahmed Pradhan and others filed a special civil suit bearing no. 117 of 2008 before the Court of Civil Judge (Senior Division) Thane for declaration and other consequential reliefs against the said Shri. Gurudayalsingh Dhanotra and Others. However the parties by filing the consent terms dated 9th July 2010 and upon the Court passing a decree in terms of the said Consent Terms amicably resolved the disputes in the said suit.
- 7.** Vide as agreement dated 13th July 2010 the Promoter firm inducted **M/s. Kavya Buildcon Pvt. Ltd.** as its Partner and the original Partnership Deed of the Promoter firm was amended and the Partnership was reconstituted to the extent provided in the Agreement dated 13th July 2010.

- 8.** Vide a Joint Development Agreement dated 14th July 2010 registered before the Sub-Registrar of Assurances, Thane under Sr. No. TNN5- 07663 - 2010 on 14th July 2010 (hereinafter referred to as the said 'Agreement') Mr. Raja Waman Mhatre had assigned the development rights of the said property to and in favour of **M/s. Shree Construction Company (Promoter herein)**;
- 9.** Mr. Raja Waman Mhatre conveyed and transferred to the Promoter and the Promoter purchased and acquired the **Schedule Property** from Mr. Raja Waman Mhatre, free from any encumbrances whatsoever and on the other terms and conditions recorded therein. The said Conveyance Deed is duly registered with the Sub-Registrar of Assurances Thane and has been numbered as TNN5-08024 of 2011. Pursuant to the said conveyance deed Shree Construction has been put in to possession of the **Schedule Property**.
- 10.** The Promoters are fully entitled to develop the said plot and construct building/s thereon in accordance with the plans sanctioned by the Thane Municipal Corporation. The Promoters have got approved from the concerned local authority the plans, the specifications, elevations, sections and details of the said buildings to be constructed on the said plot. The Promoters have also obtained Commencement Certificate from the Thane Municipal Corporation V. P. No. S06/0037/09.
- 11.** While sanctioning the said plans, in respect of construction on the said plot, the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said plot and the said building thereon and upon due observance and performance of which only the completion and occupation certificate in respect of the said building shall be granted by the concerned authority.
- 12.** In accordance with the plans sanctioned by the Thane Municipal Corporation, the Promoters are developing the said plot described in the Third Schedule hereto and are constructing thereon building to be known as "**Kavya Park**" consisting *inter alia* of 3 wings namely "**A**" **Wing** (ground floor + stilt *plus Podium Parking* + 14 upper floors), "**B**" **Wing** (ground floor + stilt *plus Podium Parking* +14 upper floors), "**C**" **Wing** (ground floor + stilt *plus Podium Parking* + 14 upper floors).
- 13.** The Promoter has registered the Project under the provisions of the **RERA** Act with the Real Estate Regulatory Authority No. **P51700010575** authenticated copy is attached in **Annexure**.
- 14.** The Promoters have entered into 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.
- 15.** The Promoters have appointed structural Engineers for the preparation of the structural design and drawings of the buildings and the Development shall be under the professional supervision of the Architects and the structural Engineers till the completion of the building/s;
- 16.** The Promoters, as the owners / Developers alone have the sole and exclusive right to sell the premises in the said buildings to be constructed on the said plot

and to enter into agreement/s with the purchaser/s of premises in the said buildings and to receive the sell price in respect thereof.

- 17.**The Purchaser (Allottee) has applied to the Promoter for allotment of an **Flat No. C/304 on 3rd floor in "C" wing** (hereinafter referred to as the said Apartment) situated in the building called **Kavya Park** (hereinafter referred to as the said Building) being constructed in the phase of the said project, by the Promoter.
- 18.**The carpet area of the said Apartment is **545.9 square feet** and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.
- 19.**The Purchaser has demanded from the Promoters and the Promoters have given inspection to the Purchaser of all the documents of title relating to the said plot, the relevant orders, and the approved plans, designs and specifications prepared by the Promoters' Architects and all other documents as specified under the Maharashtra Ownership Flats (Regulation of the Promoters of Construction, Sale, Management and Transfer) Act, 1964 (hereafter referred as "the said Act") and the rules made there under.
- 20.**The Promoters have annexed hereto the authenticated copies of following documents:

Annexure		
1	Certificate of the title of the said plot issued by Advocates and Solicitors of the Promoters;	I
2	Property card;/ 7/12 Extract	II
3	N. A. Order dated 11.08.2011	III
4	Commencement Certificate Issued By Thane Municipal Corporation Dated on 24.10.2011	IV
5	List of Amenities	V
6	Sketch plan of the flat/Shop/Office	VI

- 21.**The authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure**.
- 22.**The authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **Annexure**.
- 23.**The authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as **Annexure**.
- 24.**The Purchaser/s herein represent, assure and declare that Purchaser/s is/are entitled to and otherwise not debarred or disentitled to acquire the said Flat in the said building under the provisions of any law.

- 25.** Relying on the Purchaser's representations, declarations and the assurance from the Purchaser about his / their satisfaction of marketable title and authority of the Owners/Developers/Promoters, the Owners/Developers/Promoters herein agreed to sell and the Purchaser/s herein agreed to purchase the said Flat at or for the total lump sum consideration of **Rs. 1,01,99,396/- (Rupees One Crore One Lakh Ninety Nine Thousand Three Hundred Ninety Six Only)**.
- 26.** The Purchaser/s herein prior to/at the time of the execution of these presents has/have paid to the Owners/Developers/Promoters a sum of **Rs. _____/- (Rupees _____ Only)** being the payment and receipt whereof the Owners/Developers/Promoters do hereby admit and acknowledge and the Purchaser has agreed to pay to the Owners/ Developers/ Promoters the balance of the purchase price and consideration in the manner as mentioned in this Agreement.
- 27.** The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- 28.** Under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the garage/covered parking(if applicable).
- 29.** The Promoters are entering into similar separate agreements with the several other persons and parties for the sale of flats/shops/car parking spaces etc. in the said buildings.

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

- 1.** The Promoters shall construct the said building called "**Kavya Park**" on the said plot more particularly described in the **Schedule** hereunder written in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

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

1. (a) (i) The Purchaser agrees to purchase from the Promoters and the Promoters agree to sell to the Purchaser **Flat No.C/304** of carpet area **545.9** (which is inclusive of the area of balconies) on **3rd floor** in "**C**" wing in **Kavya Park** (hereinafter referred to as "the Apartment") as shown in the Floor Plan thereof hereto annexed and marked Annexure _____ [the aforesaid flat and the Parking (wherever applicable) are hereinafter collectively referred to as "**the said premises**"], for the price of **Rs. 1,01,99,396/- (Rupees One Crore One Lakh Ninety-Nine Thousand Three Hundred Ninety-Six Only)** including the proportionate price of the common areas and facilities appurtenant to the said premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **Second Schedule** annexed

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

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos ___-___ situated at ___-___ Basement and/or stilt and /or ___-___ podium being constructed in the layout for the consideration of Rs. ___-___.

1. (b) The total aggregate consideration amount for the apartment is thus **Rs. 1,01,99,396/- (Rupees One Crore One Lakh Ninety-Nine Thousand Three Hundred Ninety-Six Only).**

1. (c) The Allottee has paid on or before execution of this agreement a sum of **Rs. _____/- (Rupees _____ Only)** Balance as per schedule under:

Stages of Payment	Due amount in %	Due amount in Rs.
Agreement Value		Rs. _____/-
On Booking	10%	
On Execution of Agreement	20%	
On completion of Plinth	15%	
On completion of 1st to 14th Slab (1.67 % EACH)	23%	
On completion of 15th Slab (1.62 %)	2%	
On completion of the walls, internal plaster, floorings, doors and windows	5%	
On completion of Sanitary fittings, staircases, lift wells, lobbies upto the floor level	5%	
On completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing	5%	
On completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale	10%	
On offer for Possession	5%	
Gross Payable as per Schedule	100%	

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST, Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment.

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/ Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/ order/ rule/regulation published/ issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

- 1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments @ 9% per annum for the period by which the respective installment has been propped. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.
- 1(h) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is ____ - ____ square meters only and Promoter has planned to utilize Floor Space Index of ____ - ____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of ____ - ____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the

Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter.

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

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

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

- 5.** The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in **Annexure** annexed hereto.
- 6.** The Promoter shall strive to provide possession of the Apartment to the Allottee on or before 31st December 2024 which period shall stand extended for a further term of 6 months up to **30th June 2025**.

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

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

- 7.1 Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Apartment to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions,

formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

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

7.3 Failure of Allottee to take Possession of Apartment: Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

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

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence for carrying on any industry or business. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

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

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

9.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the

Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

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

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

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

12. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER: The Promoter hereby represents and warrants to the Allottee as follows:

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

- iv.** There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
 - v.** All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
 - vi.** The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
 - vii.** The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
 - viii.** The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
 - ix.** At the time of execution of the conveyance deed of the structure to the association of Allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
 - x.** The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
 - xi.** No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.
- 13.** The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-
- i.** To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment 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 Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
 - ii.** Not to store in the Apartment 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 Apartment 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 Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- iii.** To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv.** Not to demolish or cause to be demolished the Apartment 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 Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.
- v.** Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi.** Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii.** Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- viii.** To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- ix.** The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- x.** The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions lay down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xi.** Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others,

at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

- xii.** Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
- 14.** The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- 15.** Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.
- 16. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:** After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.
- 17. BINDING EFFECT** Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.
- 18. ENTIRE AGREEMENT** 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 apartment/plot/building, as the case may be.
- 19. RIGHT TO AMEND** This Agreement may only be amended through written consent of the Parties.

- 20. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES** It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.
- 21. SEVERABILITY** If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
- 22. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT** Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Project.
- 23. FURTHER ASSURANCES** Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
- 24. PLACE OF EXECUTION** The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at.
- 25.** The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.
- 26.** That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:
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- & SHREE CONSTRUCTION COMPANY, 1ST FLOOR, 99 C, KAVYA AURA, SITARAM GHADIGAONKAR MARG, TULSIWADI, TARDEO MUMBAI CITY MH 400034.** It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

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

28. STAMP DUTY AND REGISTRATION: - The charges towards stamp duty and Registration of this Agreement shall be borne by the Purchaser. Although the purchaser had booked the said Flat in 2014, the same is being registered currently owing to personal issue of the purchaser and thus the Agreement value is lower than the current Ready Reckoner Rate value.

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

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

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

SCHEDULE-I

Flat No. C/304 of carpet area admeasuring 545.9 sq. ft. on 3rd floor of "C" Wing in the "Kavya Park" Building located on land admeasuring about 4680 square meters bearing Survey no. 29 situate at revenue village Boriwade Taluka and District Thane within the limits of Thane Municipal Corporation.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR RESPECTIVE HANDS AND THE SEAL ON THE DAY AND YEAR FIRST HEREIN ABOVE MENTIONED.

**THE COMMON SEAL OF the withinnamed)
M/S. SHREE CONSTRUCTION CO.)
a Partnership Firm, through its partner)
M/s. Kavya Buildcon Pvt. Ltd. through)
Its Director Mr. NIMISH M VORA)**

In The presence of :-)
1. _____)
2. _____)

SIGNED AND DELIVERED)
Pharmachemie Engineering and Consultants)
Pvt Ltd)
MR. Manan Vora)

In The presence of :-)
3. _____)
4. _____)

AMENITIES

- INTERCOM
- DESIGNER BATHROOM WITH DRYING BALCONY
- JAQUAR OR EQUIVALENT BATH FITTINGS
- SOLAR WATER HEATING SYSTEM
- GRANITE PLATFORM WITH DECORATIVE TILE DADA
- ELEVATORS OF REPUTED MAKE
- GARDEN
- GYMNASIUM
- CHILDREN PLAY AREA
- LAVISH ENTRANCE LOBBY
- WATER HARVESTING
- 2*2 VITRIFIED TILES FOR FLOORING
- QUALITY SWITCHES & ELCB