

AGREEMENT FOR SALE

THIS **AGREEMENT FOR SALE** ("**Agreement**") is made and entered into at Navi Mumbai on this _____ day of _____ **2024**.

BY AND BETWEEN

M/S. BKS GALAXY REALTORS LLP (PAN ABBFB0621Q) a Limited Liability partnership firm incorporated under Limited Liability Partnership Act, 2008 having its registration no. ACA-5943 and registered address at 1002 / 1202 / 1302, Bhumiraj Costarica, Plot No. 1 / 2, Sector 18, Sanpada, Navi Mumbai through its Designated Partner/s (i) **Mr. Kashish Gupta** (the "**Promoter**") (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) being party of the **FIRST PART**.

AND

Rohit Katariya, Adult, Individual, Aged **34**, PAN **BRFPK9198C**, and **Nisha Rani**, Adult, Individual, Aged **34**, PAN **BSVPR4516G**, having address at **1-A-44, Kalpatru Riverside, Takka, Old Panvel, Dist Raigad 410206** (the "**Allottee**") (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/ her/ their heirs, successors executors, administrators, assigns and nominees) being party of the **SECOND PART**.

The **Promoter** and **Allottee** shall hereinafter collectively be referred to as the "**Parties**" and individually as "**Party**".

WHEREAS

- A.** Pursuant to a Government Order bearing no.VPS-2455-P dated March 20, 1956, the Group Gram Panchayat, Airavali, Thane ("**Gram Panchayat**") became entitled to the right, title and interest in respect of all that piece and parcel of land situate, lying and being at Village Dighe, Taluka and District Thane, bearing new gut no. 51 / 2 [Old gat no. 51 (p)] with corresponding survey no. 214 (part) admeasuring about 0 H – 44 R – 0 P ("**Land-1**") and new gut no. 57 / 2 [Old gat no. 57 (p)] with corresponding survey no. 158 (part) admeasuring 0 H – 86 R – 0 ("**Land-2**").
- B.** By an order bearing no. CB/LBP/SR/2180 dated May 27, 1961, ("**Collectors Permission-1**") passed under Section 55 of the Bombay Village Panchayat Act, 1958, the Collector of Thane accorded his permission unto the Gram Panchayat to sell its right, title and interest in the said Land-1 and Land-2 free from encumbrances in favour of the Lakhani Industries Limited ("**Lakhani**").
- C.** Pursuant to the Collector's permission-1 and the resolution passed in its meeting held on May 6, 1961, the Gram Panchayat by an 'Indenture' dated June 19, 1961 (duly registered with the Sub-Registrar of Assurances, Thane, under serial no.437, dated August 30, 1961), sold all its right, title and interest in the said Land-1 and Land-2 in favour of the Lakhani on the terms and conditions therein mentioned.
- D.** Vide 'Sale Deed' dated April 30, 1948, Narayan Nagoba Koli purchased the piece and parcel of land situated, lying and being at Village Dighe, Taluka and District Thane bearing gut no. 56 with corresponding survey no. 132, hissa no. 1, admeasuring 0H-69R-0P ("**Land-3**") on the terms and conditions therein mentioned.
- E.** By an order bearing Ref No. CB/TNC /6452 dated June 13, 1961 (the "**Collector's Permission-2**") passed under Section 63 (1) of the Bombay Tenancy and Agricultural Lands Act 1948 ("**BTAL**"), read with Rule 36 of the Bombay Tenancy and Agricultural Lands Rules, 1956, the Collector of Thane accorded permission to sell the said Land-3 in favour of the Lakhani for industrial use, subject to the terms and conditions mentioned in the Collector's Permission-2.
- F.** Pursuant to the Collector Permission-2, by an 'Indenture' dated July 3, 1961 duly registered with the Sub-Registrar of Assurances, Thane under serial no. 468 dated September 25, 1961, Narayan Nagoba Koli sold all his right, title and interest in the said Land-3 in favour of the Lakhani, subject to the terms and conditions mentioned in the Collector's Permission-2.

- G.** The said Land-1, Land-2 and Land-3 collectively admeasuring 20,000 sq. meters is referred to as the "**Land**" which is more particularly described in the FIRST Schedule hereunder and layout of said Land is annexed herewith as **Annexure A**.
- H.** Vide 'Agreement for Sale' dated November 5, 2015 duly registered in the office of the sub-registrar of assurances Thane – 6 at serial No. TNN6-6091-2015, Lakhani, with the consent of M/s. Sharp Properties, agreed to sell, transfer and convey the said Land to the Promoter and Proviso Builders and Developers on the terms and conditions as mentioned therein.
- I.** Vide 'Conveyance Deed' dated March 04, 2022 duly registered in the office of the sub-registrar of assurance Thane-6 at serial no. TNN-2710-2022, Lakhani conveyed all its rights, title, interest in the said Land collectively to the Promoter herein and Proviso Builders and Developers which has been confirmed by Eurrestra Industries Limited on terms and conditions mentioned therein.
- J.** Vide 'Conveyance Deed' dated April 21, 2023 duly registered in the office of the sub-registrar of assurance Thane-3 at serial no. TNN-3-7881-2023, M/s. Proviso Builders and Developers conveyed all its rights, title, interest in the said Land to the Promoter on terms and conditions mentioned therein.
- K.** The Promoter propose to grant unrestricted right of way from the 12 meter sanctioned drive way of Project to the adjoining MIDC Land where Ramnagar is situated at village Digha, Taluka and District Thane, Navi Mumbai. The Society to be formed of purchasers of units shall undertake to allow such unhindered right of way, unconditionally in future and shall not raise any dispute about the same.
- L.** As per the UDCPR 2020 the Promoter has proposed to develop a "Residential cum Commercial" project on said Land by utilizing base FSI plus additional premium paid FSI along with ancillary FSI and TDR / premium paid FSI in lieu of TDR which may aggregate to a maximum of 1,18,104.69 sq. meters by constructing 6 (six) buildings i.e., Building A, B, C, D, E and F comprising lower and upper stilt parking on ground floor + connected First (1st) to Fourth (4th) comprising podium parking + Separate Amenities space for each building Fifth (5th) floor + Thirty Three (33) upper floors upto Thirty Eighth (38) floor for Building A to E and Twenty Eight (28) upper floor for Building upto Thirty Three (33) together by utilizing 1,12,348.18 sq. meters of FSI and another MHADA building of Ground + 29 upper floors utilizing 5,756.51 sq. meters of FSI ("**MHADA Building**"). The six free sale buildings A - F and the MHADA Building along with all amenities is hereinafter referred to as the "**Entire Project**" and is more particularly described in the SECOND SCHEDULE hereunder. The amenities in the said Entire Project are more particularly described in THIRD SCHEDULE hereunder. The said Entire Project together with all amenities will

constitute the whole project named as "**MAPLEWOODS PHASE II**". The said Entire Project shall be developed by the Promoter in phase wise manner as described in this Agreement.

- M.** The Promoter has obtained layout sanction from Navi Mumbai Municipal Corporation ("**NMMC**") on April 11, 2023, for constructing said Buildings A to E upto 38 floor, Building F upto 27th floor and said MHADA Building upto 29th floor and have simultaneously obtained commencement certificate bearing reference no. NMMC/PO/BP/17163/2023 on the same date ("**CC**"). The copy of said CC is annexed herewith as **Annexure B**.
- N.** In Phase-1 the Promoter has commenced the construction of the Building D and Building F together utilizing 28,827.07 sq. meters ("**Phase-1**") as per present sanctioned plan. The Phase-1 is duly registered under the provisions of Real Estate (Regulation and Development) Act, 2016 ("**RERA**") bearing registration no. P51700050973.
- O.** In Phase-2 the Promoter has proposed to construct the Building C of Ground + 38th Floor and Building E of Ground + 38th Floor together utilizing 32,602.23 BUA sq. meters ("**Phase 2**") as per present sanctioned plan. The remaining Buildings A and B will be separately constructed by the Promoter in different phases in future and will be separately registered under the provisions of the RERA. The RERA portal for the said Project will be updated upon receipt of amended sanctioned plan from the competent authority.
- P.** While sanctioning the plans the NMMC has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter when developing the said Entire Project on the said Land upon due observance and performance of which the completion and occupation certificates in respect of the said Entire Project shall be granted by the concerned planning authority as per which land admeasuring 1000 sq. meters from the said Land will be handed over to the NMMC as amenity space before making application for the occupancy certificate for said Entire Project or may be utilized for any other purpose as may be permitted by competent authority.
- Q.** The Promoter has upon request, given inspection to the Allottee of all the documents of title including copies of Agreements, Development Permissions and Commencement Certificate; "**Certificate of Title dated 25.04.2023**" in respect of said Land issued by Advocate Abhimanyu H. Jadhav and of such other documents as are specified under applicable statute and rules and regulations. A Copy of said Title Certificate is annexed hereto as **Annexure C**.

- R.** In addition, the Allottee has perused the "Architect Certificate" and drawing certifying the carpet area of the said flats/shops along-with limited common area. Besides a copy of all such documents are available at the site office and is available for verification by the Allottee after giving a reasonable notice.
- S.** The Promoter has appointed The Firm, architect for the said Entire Project who is registered with the Council of Architect and having address at The Commodity Exchange, Ground Floor, Plot No. 2,3 & 4, Sector-19A, Vashi, Navi Mumbai-400705.
- T.** The Promoter has appointed a Structural Engineer firm being SACPL having address at 7th Floor, Padmavati Hights, Shraddhanand Road, Vile Parle (E), Mumbai – 400057. for the preparation of the structural design and drawings of the Entire Project and the Promoter has accepted the professional supervision of the Architect and the Structural Engineer till the completion of the Entire Project.
- U.** The Promoter has registered the said Entire Project under the provisions of the RERA with Real Estate Regulatory Authority bearing registration no. **Phase – 2 P51700051868**. A Copy of RERA registration Certificate is Annexed hereto as **Annexure D**.
- V.** The Allottee has demanded inspection from the Promoter and the Promoter has given inspection to the Allottee of all documents of title relating to the said Land/Entire Project including all the documents mentioned in the recitals hereinabove and also the plans, designs and specifications prepared by the Promoter's Architects, the Title Certificate, revenue records, Development Permissions etc. and all other documents as specified under the RERA and the rules and regulations made thereunder. Upon demand by the Allottee/s enquiry, the Promoter herein has requested to the Allottee to carry out independent search by appointing his/her/their own Attorney/Advocate and to ask any queries, he/she/they have regarding the marketable title and rights and authorities of the Promoter. The Allottee is fully satisfied with the title of the Promoter in respect of the said Land and the Promoter's right to construct building/s thereon in accordance with the sanctions and approvals granted from time to time and sale / allot various Flats comprising in the building/s to any person of its choice and the Allottee has agreed not to raise any requisitions on or objections to the same;
- W.** The Allottee has inspected the registration of said Phase-2 on the website of RERA along with the documents uploaded therein and is satisfied with the same. The Allottee has seen the Land prior to execution of this Agreement. The Allottee has also taken inspection of the said Title Certificate, Commencement Certificate and sanctioned plans of Entire Project as referred above. The Allottee has also inspected plans, designs and specifications prepared by Promoter's Architect and Structural Engineer and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016.

- X.** The Allottee has confirmed that the Allottee is satisfied in all respects with regard to the title of the Promoter in respect of the said Land and further in respect of the said Flat (defined hereinbelow). The Allottee confirms that the Allottee has waived his right to any further investigation or raise any objection to the title of the Promoter to the said Land and the competency of the Promoter to enter into this Agreement.
- Y.** The Allottee/s has/have approached the Promoters and offered to purchase a residential/commercial Flat No. **2606** admeasuring **58.53** sq. mtr. RERA Carpet Area (the "**Flat**") on the **26th** Floor, of **Tower E**, in the project known as "**Maplewoods Phase II**" being constructed by the Promoters on the said Land which is more particularly described in FOURTH SCHEDULE hereunder for a total consideration of **Rs.1,07,00,000.00/- (Rupees One Crore Seven Lakhs Only)** ("**Total Consideration**") and on the terms and conditions hereinafter appearing. The Flat is separately marked on the copy of Floor Plan annexed herewith as **Annexure E**. The Allottee shall also be entitled to certain limited common area and facilities as per approved plan, appurtenant to the said Flat being balcony, chajja, service slab, terrace area admeasuring sq. mt. at no additional consideration ("**Utilities Area**").
- Z.** At and before the execution of these presents the Allottee has paid to the Promoter a sum of **Rs.1,08,000/- (Rupees One Lakh Eight Thousand Only)** being "**Initial Booking Amount**" for the Purchase of the said Flat agreed to be sold by the Promoter to the Allottee, the receipt whereof the Promoter does hereby admit and acknowledge. The Allottee has agreed to pay to the Promoter balance consideration in the manner hereafter appearing.
- AA.** For the purpose of this Agreement, "**RERA Carpet Area**" shall mean as stated in the Real Estate (Regulation and Development) Act, 2016, with the rules thereunder ("**RERA**"), being the net usable floor area of an flat/ apartment, excluding, the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Allottee/s or verandah area and exclusive open terrace area 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/ apartment.
- BB.** The Promoter in compliance of section 13(1) of the Real Estate (Regulation and Development) Act, 2016 is required to execute a written Agreement for Sale of the said Flat in favour of the Allottee/s, being in fact these presents and also to register said Agreement for Sale under the Registration Act, 1908, the Parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence this presents.

CC. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein; The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the said Entire Project.

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

1. The Promoter has proposed to construct the said Entire Project on the said Land by utilizing FSI of 1,08,773.11 sq. meters including MHADA Building 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 Flat of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1.a. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee, Unit No.**2606** admeasuring **58.53** sq. mtr. RERA Carpet Area, on the **26th** Floor, of **Tower E** Building (the "**Flat**") in the said Entire Project being constructed by the Promoters on the said Land for a consideration of **Rs.1,07,00,000.00/- (Rupees One Crore Seven Lakhs Only)** ("**Consideration**") being the proportionate price of the common areas and facilities and parking spaces. The said Flat is more particularly described in the FOURTH SCHEDULE hereunder, common area, facilities and common amenities in the Entire Project are more particularly described in the THIRD SCHEDULE hereunder. The Flat is separately marked on the copy of Floor Plan annexed herewith as **Annexure E**.

1.b. (i) The Promoter hereby agrees to allot to the Allottee **one covered** car parking space in the said Entire Project. The Allottee has stated that he will select the parking after the completion of the Entire Project and at the time of taking possession of the said Flat.

1.b. (ii) Allottees undertakes, assures and guarantees not to claim any other parking space in said Entire Project in future, nor raise any objection to use of parking by other Allottees.

1.c. The Allottee shall deduct tax at source on the consideration amount at the prevailing rate, if applicable and furnish a TDS certificate to the Promoter within the time limit provided under Income Tax Act, 1961.

1.d. The Allottee has paid on or before execution of this agreement a sum of **Rs.1,08,000/- (Rupees One Lakh Eight Thousand Only)** as "initial booking amount" at the time of booking and hereby agrees to pay to the Promoter the balance amount of **Rs.1,05,92,000/-(Rupees One Crore Five Lakh Ninety Two Thousand Only)** in the following manner:

Sr No	Particulars*	Percent
1	On Booking/ Within 7 Days from the date of Booking	10.00
2	30 Days from the date of Booking	10.00
3	On Plinth or 90 Days from the date of Booking	10.00
4	On Completion of 5th Slab	10.00
5	On Completion of 10th Slab	10.00
6	On Completion of 20th Slab	10.00
7	On Completion of Top Slab	10.00
8	On Initiation of Brick Works	10.00
9	On Initiation of external Plastering	10.00
10	On Initiation of Painting	5.00
11	On Possession	5.00

1.e. The said Consideration above excludes Taxes (consisting of tax paid or payable by the Promoter 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 Entire Project payable by the Promoter) up to the date of handing over the possession of the Flat.

1.f. The Allottee shall be liable to pay and hereby agrees to pay to Promoter any statutory taxes (as made applicable or amended from time to time) like GST or any other charges, levy, tax, duty by whatever name called, if made applicable under any law by the government on this transaction for all times to come. Such payment shall be made by the Allottee at the time of execution of these presents or at the time of making each payment as per the provisions of law. If such liability arises thereafter then the Allottee shall make over such payment to Promoter within 14 days upon receiving a notice of demand (demand letter) from Promoter.

1.g. Any payments made by the Allottee to the Promoter shall be first appropriated towards GST, then outstanding interest and balance if any, towards the principal sums of the instalments of the said Consideration.

1.h. The Consideration is escalation free, save and except increases which the Allottee hereby agrees to pay, 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 from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said Notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

- 1.i. The Allottee shall make payment of the balance amount or any other payment due under this agreement immediately upon it becoming due, without any delay or demur for any reason whatsoever, failing which the outstanding amount shall carry interest at such rates as prescribed in the law till the time of payment or realization.
- 1.j. Upon an installment and/or balance payment payable by the Allottee to the Promoter becoming due, the Promoter shall issue a notice of demand cum invoice giving maximum 15 days' time from date of notice to Allottee for making the payment of installment. The said notice of demand shall be accompanied by certificate from the architect certifying the satisfactory completion of the stage of work for which the payment is due.
- 1.k. The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ **NIL%** per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.l. The receipt for the payments made shall be issued by Promoter only after the bank instrument is cleared and the funds mentioned therein reaches the stated bank account after the Promoter.
- 1.m. Without prejudice to its rights and remedies under this Agreement, the Allottee hereby agrees that in the event that any portion of the Consideration is not paid by the Allottee within the time periods as set out in this Agreement, the Promoter shall have a charge lien on the said Flat to the extent of the unpaid amount, except the cases where non-payment is on account of or attributable to default by the Promoter in compliance of its obligations hereunder.
- 1.n. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Phase-2 is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the change, 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 this Agreement.

- 1.o. The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 2.1. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat.
- 2.2. Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Entire Project and handing over the Flat to the Allottee and the common areas to the association of the Allottees after receiving the Occupancy Certificate or the Completion Certificate or both as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as per payment table in this Agreement.
3. The Promoter hereby declares that the FSI available as on date in respect of the Land is 1,08,773.11sq. meters including MHADA Building only and the Promoter has planned to utilize maximum FSI of 1,18,104.69 sq. meters including MHADA Building being additional premium paid FSI along with ancillary FSI and TDR / premium paid FSI in lieu of TDR 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 Entire Project. The Promoter has disclosed the FSI of 1,18,104.69 sq. meters including MHADA Building as proposed to be utilized by him on the Land in the said Entire Project and Allottee has agreed to purchase the said Unit based on the proposed construction and sale of units 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 Phase-2 and handing over the Flat to the Allottee, the Promoter agrees to pay to the Allottee, who does not

intend to withdraw from the Entire 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.

Provided that, if the Allottee has granted consent for extension of the Entire Project and/or Phase-2 on account of delay in completing the construction of the said Project and/or on obtaining occupancy certificate, then the Promoter shall not be liable to interest as per clause 4.1. hereinabove.

4.2. Without prejudice to the right of Promoter to charge interest in terms of clause no. 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 reminders, the Promoter shall at his own option, terminate this Agreement:

Provided that, Promoter shall give notice of 15 days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement.

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

4.3. In case of termination of this Agreement, the Promoter may forfeit up to 10% of Agreement value as damages towards cancellation (hereinafter referred to as "the pre- determined damages") accepted by Allottee as being reasonable and fair estimate from the consideration amount paid by Allottee till the date of termination and shall refund the balance amount to the Allottee. Such refund to the Allottee shall be within 30 days from the date of registration of 'Cancellation Deed'. Further, Allottee shall not be entitled to claim refund from the Promoter the amounts paid by the Allottee to the government namely GST,

stamp duty, registration and legal charges. If the Allottee has defaulted, the Promoter shall not be liable to pay to the Allottee any interest on the amount so refunded. Upon termination of this Agreement the Promoter shall be at liberty to dispose of and sell the Flat to such person and at such price as the Promoter may in his absolute discretion think fit. However, in case Allottee challenges such termination before any authority then Promoter shall be entitled to hold the refund till conclusion of such dispute.

- 4.4. For whatsoever reason if the Allottee herein, without any default or breach on his/her/their part, is desirous to terminate this Agreement/transaction in respect of the said Flat then, the Allottee herein shall issue a prior written notice to the Promoter as to the intention of the Allottee and on such receipt of notice the Promoter herein shall be entitled to deal with the said Flat with prospective buyers. After receipt of such notice of intention to terminate this Agreement from the Allottee, the Promoter shall issue a 15 days' notice in writing calling upon him/her/them to execute and register Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation the Allottee shall be entitled to receive the refund of consideration less 10% i.e., pre-determined damages, subject to terms of this Agreement and applicable provision of RERA Act and the rules thereunder.
- 4.5. It is specifically agreed between the Parties hereto that, if the transaction in respect of the said Flat between the Promoter and Allottee herein is terminated as herein above written then all the instruments under whatsoever head executed between the Parties hereto or between the Promoter and Allottee herein, in respect of the said Flat, shall stand automatically cancelled and either Party shall have no right, title, interest or claim against each other except as provided hereinafter.
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 Phase-2 and the Flat /Apartment as are set out in THIRD SCHEDULE hereunder.
6. The Promoter shall give possession of the Flat to the Allottee in the said Phase-2 on or before **31st day of December 2029**. If the Promoter fails or neglects to give possession of the Flat to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Flat with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of Phase-2 in which the Flat is to be situated is delayed on account of -

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

- 7.1. **Procedure for taking Possession:** The Promoter, upon obtaining the occupancy certificate from the local/competent/planning authority and the payment made by the Allottee as per this agreement shall offer in writing the possession of the said Flat to the Allottee to the Allottee in terms of this Agreement to be taken within three (3) months from the date of issue of such notice and the Promoter shall give possession of the said Flat to the Allottee. 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 Phase-2.
- 7.2. The Allottee shall take possession of the Flat within 15 days of the written notice from the Promotor to the Allottee intimating that the said Flat is ready for use and occupancy.
- 7.3. **Failure of Allottee to take Possession of Flat:** Upon receiving a written intimation from the Promoter as per this agreement, the Allottee shall take possession of the Flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Flat to the Allottee. In case the Allottee fails or commits delay in taking possession of said Flat within the time provided in this agreement, such Allottee shall continue to be liable for payment of maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoings in respect of the said Flat and the Promoter shall not be liable for the maintenance, wear and tear of the said Flat.
- 7.4. If within a period of five years from the date of handing over the Flat to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Flat or the building in which the Flat is 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. This warranty is applicable only if after occupying the unit the Allottee maintains the unit in the same condition as it was handed over to him by the Promoter. In case he makes any changes like shifting of the walls, doors, windows and their grills, bedrooms, kitchen bathrooms, enclosing balconies flower bed, extending rooms, changing floors, plumbing systems, electrical wiring, sanitary systems and fitting, fixing falls ceiling or doing any work including water proofing, work done in flat while changing titles or any other work affecting and damaging the columns and/

or beams of the building, or damaging the stability of the structure of the building, intentionally or due to negligence, with or without the permission of the competent authority and/ or association, this warranty shall stand lapsed. Further, in the following cases where the Allottee (i) Installs air conditioners on the external walls haphazardly which may destabilize the structure (ii) Allottee loads heavy luggage in the lift (iii) Damage any portion of the neighbor's unit or common area by drilling or hammering etc. and (iv) Does not follow the conditions mentioned in the maintenance manual, the aforesaid warranty given by the Promoter s shall not be invocable.

8. The Allottee shall use the Flat or any part thereof or permit the same to be used only for purpose of residence / office / show-room / shop. Allottee shall use the garage or parking space only for purpose of keeping or parking vehicle.
9. The Allottee along with other Allottees of units in the Entire Project shall join in forming and registering the Society or Association or a Limited Company (the "**Common Organization**") 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 Common Organization for becoming a member, including the bye-laws of the proposed Common Organization and duly fill, 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 such Common Organization, as the case may be, or any other competent authority. However, for the unit allottees in the MHADA Building, separate Society or Association or a Limited Company will be formed.
10. The Promoter shall, within three months of receipt of full and final occupancy certificate of the Entire Project cause to be transferred to the Common Organization if formed, all the right, title and the interest of the Promoter in the said building in which the said Flat is situated. Thereafter the said Common Association shall maintain the said Building.
 - 10.1. The Promoter shall, within three months of receipt of full and final occupancy certificate for the said Entire Project, cause to be transferred to the Common Organization all the right, title and the interest of the Promoter in the Land on which the buildings with multiple wings or buildings are constructed.
 - 10.2. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Flat is ready for use and occupancy, the Allottee shall be liable to bear and pay the

proportionate share (i.e. in proportion to the carpet area of the Flat) of outgoings in respect of the Land and Entire Project 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 Land and Entire Project. Until the Common Organization 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.10/Sq. ft. Plus GST as applicable** per month towards the outgoings for twenty four months. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a assignment of free hold of the structure of the Entire Project building or wing is executed in favour of the Common Organization as aforesaid. On such assignment of free hold 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 Common Organization, as the case may be.

- 10.3. The Allottee shall pay to the Promoter advance maintenance /deposit of such an amount that is along with the applicable GST as common maintenance charges for upkeep and maintenance of common areas and facilities in the said Entire Project (like electricity of common areas, security, property tax, maintenance of common areas, salaries) until hand over of Entire Project to respective societies and common area in Entire Project in favor of the Common Organization, until formation and handover of building to Common Organization subject to a minimum period of Twenty Four months from the date of notice specified herein. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a handover of buildings / Entire Project to Society. The Allottee undertakes to pay such contribution within fifteen days of receiving notice that the said Flat is ready for possession and shall not withhold the same for any reason whatsoever. Provided that if the Allottee does not pay its share of the common maintenance charges within 15 days of receiving the notice of demand in this regard then the Promoter shall be entitled to hold possession of the said Flat and levy interest on such delayed payment from the date when the payment is due till the date of actual payment, as prescribed under MAHA RERA and rules made thereunder.
- 10.4. That the Promoter shall not be liable to repair or maintain the common areas like staircase, lifts, lobbies if these are damaged by the Allottee while shifting goods or while getting interior work done in the Flat purchased. The Allottee shall be liable to restore the original position of damaged areas at his own cost and effort.

- 10.5. Where the Allottee has to make any payment in common with other Allottees in said Entire Project, the same shall be in proportion which the carpet area of the said Flat bears to the total carpet area of all Flats in the said Land.
- 10.6. All expenses towards maintenance shall be paid from such bank account till the Society is formed and thereafter such bank account shall be closed and entire accounts and amount if any therein shall be handed over by the Promoter to the Society. In case of any deficit in the account the Promoter shall be entitled to collect the deficit proportionately from the Society before handover of said Entire Project/ building.
11. That before taking possession of the said Flat, the Allottee shall deposit with the Promoter, the following amounts: -
- (i) Rs ____/- for share money, application entrance fee of the Common Organization;
 - (ii) Rs ____/- for formation and registration of the Common Organization;
 - (iii) Rs ____/- for proportionate share of taxes and other charges/levies in respect of the Common Organization;
 - (iv) Rs ____/- for deposit towards provisional monthly contribution towards outgoings of Common Organization;
 - (v) Rs ____/- for Deposit towards Water, Electric, and other utility and services connection charges; &
 - (vi) Rs ____/- for deposits of electrical receiving and Sub Station provided in Layout.
 - (vii) Allottee shall pay any charges levied by the Government / Semi Government Authorities and/or local body under any name or head on pro-data basis along with delayed payment charges/interest paid to the authority, on or before taking over possession of the said flat /unit.
12. The Allottee shall pay to the Promoter a sum of Rs. ____/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney – at – Law / Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the assignment of lease.
13. The Allottee hereby agrees to pay to Promoter the charges towards Society formation & Conveyance on or before taking over possession of the said flat/unit.

14. **Representation and Warranties of the Promoter**

The Promoter hereby represents and warrants to the Allottees as follows:

- 14.1. The Promoter has clear and marketable title with respect to the Land as declared in the Title Report annexed to this Agreement and has the requisite rights to carry out

development upon the Land and also has actual, physical and legal possession of the Land for the implementation of the Entire Project.

14.2. The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Entire Project and shall obtain requisite approvals from time to time to complete the development of the Entire Project.

- i. There are no encumbrances upon the Land or the Project except those disclosed in the title report;
- ii. There are no litigations pending before any Court of law with respect to the Land or Project except those disclosed in the title report;

14.3. The Promoter has disclosed all drawings, sale plans, other drawings as given to the Promoter by the appointed Architect, Structural Consultants and any other consultants appointed by the promoter to the Allottee and the Allottee is aware that professional liability has been undertaken by them individually with the Promoter which shall prevail on these consultants individually or cumulatively if there is any loss/ harm is caused to the Allottee and based on these said details of the drawings any of the calculations and areas shown, the Allottee has agreed to take the said Flat.

14.4. All approvals, licenses and permits issued by the competent authorities with respect to the Project are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project 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 and common areas.

14.5. 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.

14.6. 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 Land, including the Project and the said Flat which will, in any manner, affect the rights of Allottee under this Agreement.

14.7. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat to the Allottee in the manner contemplated in this Agreement.

14.8. After completion of the Entire Project the Promoter shall execute the conveyance deed/assignment of the structure to Common Organization of Allottees, the Promoter

shall handover lawful, vacant, peaceful, physical possession of the common areas of the Project to the Common Organization of the Allottees after completion of the Entire Project.

- 14.9. 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 till receipt of occupancy certificate for the said Project.
- 14.10. 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 Land) has been received or served upon the Promoter in respect of the Land and/or the Project except those disclosed in the title report.
- 14.11. The Promoter herein has decided to have the name of the Project "**MAPLEWOODS PHASE II**" and further erect or affix Promoter's name board at suitable places as decided by the Promoter herein on the Entire Project and at the entrances of the scheme. The Promoter is also entitled to put/fix permanent attractive signboard, glow sign, name of the Entire Project, name of the Project and brand name of the Promoter at the gate and/or on the Land and/or on the building of Entire Project. The said board would not contain any information which is false or misleading. The Allottee shall not raise any objection to said boards or create any nuisance or hurdle in putting and maintaining said boards.
- 14.12. That the said Entire Project and MHADA Building will have separate entry and exit gates and road access and will be separated by a compound wall between them. There will be separate amenities for Entire Project and MHADA Building. Accordingly, units owners in either of building will not be entitled to use and claim amenities in the other building of the Entire Project.
15. **The Allottee/s or himself/themselves with intention to bring all persons into whosever hands the Flat may come, hereby covenants with the Promoter as follows:**
- 15.1. To maintain the Flat at the Allottee's own cost in good and tenantable repair and condition from the date the possession of the Flat is taken and shall not do or suffer to be done anything in or to the building /Entire Project in which the Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building /Entire Project in which the Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.

- 15.2. Not to store in the Flat any goods which are of hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the building /Entire Project in which the Flat is situated or storing of which goods is objected to by the concerned local or any other authority and shall take care while carrying heavy packages which may damage or are likely to damage the staircases, common passages or any other structure of the building /Entire Project in which the Flat is situated, including entrances of the building /Entire Project in which the Flat is situated and in case any damage is caused to the building /Entire Project in which the Flat is situated or the Flat on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- 15.3. To carry out at his own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building /Entire Project in which the Flat is situated or the Flat which may be contrary to the rules and regulations and byelaws 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.
- 15.4. Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building /Entire Project in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building /Entire Project in which the Flat is situated and shall not chisel / core-cut or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardi or other structural members in the Flat without the prior written permission of the Promoter and/or the Common Organization. The Allottee shall not enclose the chajjas, service slab, etc., in the said Flat.
- 15.5. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Land and the Building /Entire Project in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- 15.6. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the Land and the building /Entire Project in which the Flat is situated.

- 15.7. 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 for giving water, electricity or any other service connection to the building /Entire Project in which the Flat is situated.
- 15.8. To bear and pay increase in local taxes, water charges, insurance and such other levies if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat by the Allottee for any purposes other than for purpose for which it is sold.
- 15.9. 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 Flat until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- 15.10. The Allottee shall observe and perform all the rules and regulations which the Common Organization may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Common Organization regarding the occupancy and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- 15.11. Till the conveyance / handover of the said Project / Building in which Flat is situated is executed in favour of Common Organization, 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 building or any part thereof to view and examine the state and condition thereof.
- 15.12. Before taking the possession of said Flat assigned to Allottee, the Allottee shall pay interest free refundable deposit of Rs.1,00,000/- (Rupees One Lakh Only) to the Promoter as security for not damaging any other part of the said Entire Project while doing internal work of said Flat. If any damage is caused to any other part of the said Entire Project by the Allottee or any person working on behalf of the Allottee, then such amount shall be deducted from said interest free refundable deposit. If the damage caused amounts to more than 1,00,000/- then the excess over and above Rs.1,00,000/- shall be paid by Allottee.
- 15.13. The Promoter and/or its agent shall at all times be allowed to enter the said building/Project and the Land to show the unsold shops and flats in the said building /

Project to potential buyers until such time all Flats are sold.

- 15.14. That the Allottee shall indemnify and keep indemnified, defended and hold harmless, the Promoter towards or against any actions, proceedings, cost, claims and demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein to the Allottee.
- 15.15. That nothing herein contained shall construe as entitling the Allottee any right on any of the adjoining, neighboring or the remaining buildings/ common areas etc. of the remaining portion of the proposed Project layout unless specifically agreed and consideration dispensed by the Allottee to the Promoter in this regard.
- 15.16. That the parking spaces allotted to the Allottee shall be used only for the purposes of parking and that the said space is designed and made for use of parking a vehicle. That this has been clearly made aware to the Allottee and the same has been agreed by the Allottee to follow.
- 15.17. The Allottee shall not object for installation and keeping the sign board, hoarding and neon board of Promoter in the said Project / Building after the conveyance of said Land to Society / Common Organization.
- 15.18. That the Allottee herein has understood that the Promoter propose to grant unrestricted right of way from the 12 meter sanctioned drive way of Project to the adjoining MIDC Land where Ramnagar is situated at village Digha, Taluka and District Thane, Navi Mumbai. The Society to be formed of purchasers of units shall undertake to allow such unhindered right of way, unconditionally in future and shall not raise any dispute about the same. The Allottee undertakes not to raise objection for such right of way and cooperate and facilitate such right of way at all times to come.
16. (i) The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee towards Total Consideration of the said Flat and as advance or deposit, sums received on account of the share capital for the promotion of the Common Organization, towards the out goings, legal charges and shall utilize the amount only for the purpose for which they have been received etc.
- (ii) The Allottee/s shall make all payments of the Total Consideration to the Promoters through an account payee cheque / demand draft / pay order / wire transfer / electronic transfer any other instrument drawn in favour of **"BKS Galaxy Realtors LLP Maplewoods Phase II Collection A/c" A/c No. 211002000005133, IFSC NO – IOBA0002110 with Indian Overseas Bank, Vashi Branch, Navi Mumbai.**

In case of any financing arrangement entered by the Allottee/s with any financial institution for availing home loan with respect to the said Flat, the Allottee/s undertakes to direct such financial institution to disburse/pay all such amounts towards Total Consideration due and payable to the Promoters through an account payee cheque / demand draft / wire transfer / any other instrument drawn in favour of "**BKS Galaxy Realtors LLP Maplewoods Phase II Collection A/c**" A/c No. **211002000005133, IFSC NO – IOBA0002110 with Indian Overseas Bank, Vashi Branch, Navi Mumbai.** In case of change of bank account number as mentioned above, the Allottee/s shall make payment as conveyed by Promoters in writing to the Allottee/s.

Provided that the Promoter shall be allowed to withdraw the sums received from the Allottee and utilise the same as contemplated and permitted under the said Act and rules and regulations made thereunder.

17. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat or of the said Land and Project or any part thereof. The Allottee shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Common Organization and until the Land is transferred to the Common Organization as hereinbefore mentioned.
18. The Allottee hereby grants their consent to the Promoter for availing such loan and /or financial assistance on such terms and conditions as the Promoter may deem fit and proper subject to the repayment thereof by the Promoter. After the Promoter executes this agreement, the Promoter shall not mortgage or create a charge on the Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Flat.

19. **BINDING EFFECT**

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

Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

20. **COMMON AMENITIES**

The common amenities shall be handed over to the confederation/Association of Allottees only after entire project on said total land is complete and said total land is conveyed to the confederation/Association of Allottees. However, the Promoter may permit the use of such amenities as and when ready for use at his sole discretion.

21. **ENTIRE AGREEMENT**

This Agreement, along with its schedules and annexures, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Flat as the case may be.

22. **RIGHT TO AMEND**

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

23. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON 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 said project shall equally be applicable to and enforceable against any subsequent Allottees of the Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

24. **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.

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

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

26. **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.

27. **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 **Navi Mumbai** 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 **Navi Mumbai**.

28. 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. Upon receipt of possession of said Flat from the Promoter, the Allottee shall get its name recorded in the CIDCO records as the owners of the Flat at its own cost and efforts by providing copy of this agreement in CIDCO.

29. (i) That all notices including notice of demand 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 and the Promoter by Registered Post A.D/ Speed Post and/or notified mail ID at their addresses specified below.

Name & Address (Allottee)

Rohit Katariya

Nisha Rani

1-A-44, Kalpatru Riverside, Takka, Old Panvel,

Dist Raigad 410206.

Email: mr.rohitkatariya@gmail.com

Name & Address (Promoter) M/S Bks Galaxy Realtors LLP

Address: 1002 / 1202 / 1302, Bhumiraj Costarica, Plot No. 1 / 2, Sector 18, Sanpada, Navi Mumbai.

Email: crm.maplewoods@proviso.in

(ii) 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.

(iii) Upon handing over of the possession of the Flat to the Allottee under this agreement, all the notices on the Allottee shall be served at the address specified hereinabove unless there is a specific written request to revise the address for communication.

30. **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.

31. **Stamp Duty and Registration**

The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee.

32. **INVESTOR CLAUSE**

In the event, Allottee has purchased the said Flat as an Investor and intends to sell the said Flat within a period of 3 years from the date of this Agreement, then in such case, Allottee shall be entitled to invoke the benefit available to an Investor as per the amendment made to the Maharashtra Stamp Act, 1958. Without prejudice to the Allottee's right as an Investor, the Allottee may continue to hold the said Flat like any other Allottee if he does not sell it within 3 years.

33. **Dispute Resolution:** -

Any dispute between Parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

34. **WAIVER NOT A LIMITATION TO ENFORCE**

i. The Promoter may, at its sole option and discretion, without prejudice to its rights as set

out in this Agreement, waive the breach by the Allottee in not making payments as per the Consideration Table including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

- ii. Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

35. **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.

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

FIRST SCHEDULE

(the "**Land**")

All that piece and parcel of land bearing Gut no.51/2, 56 and 57/2 admeasuring 20,000 sq. meters situated at village Digha, along the Thane Belapur Road, Taluka and District Thane, Navi Mumbai within the limits of Sub Registrar of Thane, Navi Mumbai Municipal Corporation and CIDCO and bounded as under:

On or towards the North	: Land of Dashrath Patil and Hotel Royal Park
On or towards the South	: Pipe Line End, MIDC Road
On or towards the West	: MIDC Pipeline Road
On or towards the East	: MIDC Land - Ramnagar

SECOND SCHEDULE

(the "**Entire Project**")

A sanctioned "Residential cum Commercial" project viz. "**MAPLEWOODS PHASE II**" on the land bearing Gut no.51/2, 56 and 57/2 admeasuring 20,000 sq. meters situated at village Digha, along the Thane Belapur Road, Taluka and District Thane, Navi Mumbai, by utilising FSI and TDR aggregating to 1,18,104.69 sq. meters by constructing (i) 6 (six) sale buildings i.e., Building A, B, C, D, E and F (ii) MHADA Building as per Unified Development Control and Promotion Regulations for Maharashtra State, 2020. by constructing a layout project of:

- i. Building A to F comprising lower and upper stilt parking on ground floor + connected First (1st) to Fourth (4th) comprising podium parking + Separate Amenities space for each building Fifth (5th) floor + Thirty Three (33) upper floors upto Thirty Eighth (38) floor for Building A to E and Twenty Eight (28) upper floor for Building upto Thirty Three (33) together by utilizing 1,12,348.18 sq. meters of FSI;
- ii. Seventeen (17) shops on Ground;
- iii. Proposed Club House on First Floor; and on 5th Floor Podium
- iv. Separate MHADA building of Ground + 29 floors utilizing 5,756.51 sq. meters; and
- v. Amenities open space.

THIRD SCHEDULE

A. (List of internal Amenities)

- i. Entire flooring shall be of vitrified tiles
- ii. Full height glazed tiles in bathrooms and WC
- iii. Exhaust Fans & Geyser
- iv. All rooms shall have concealed copper wiring
- v. Granite Kitchen platform with SS sink in the kitchen
- vi. Table and Television point in the living room and master bedroom
- vii. Video door security system for all the flats
- viii. Intercom System for quick communication
- ix. Plastic paint finish in the entire flat
- x. UPVC Sliding windows with Granite sills
- xi. Jaquar/ similar C.P Fittings
- xii. Durian or Similar Doors
- xiii. Concealed Plumbing with hot and cold-water mixture systems in bathroom
- xiv. External fully acrylic paint
- xv. False ceiling in all rooms

B. (List of External Amenities)

- i. CCTV
- ii. Car Parking
- iii. Club House
- iv. Swimming Pool
- v. Landscape Garden
- vi. Children Play Area
- vii. Water Bodies and Fountains

- viii. Walk Area
- ix. Indoor Games Room
- x. Stilt & Podium Parking
- xi. Air-conditioned Gymnasium
- xii. Solar Pannel for Common lighting

FOURTH SCHEDULE

(the "*Flat*")

Flat No. **2606** admeasuring **58.53** Sq. metes RERA carpet area, balcony and/or terrace area, on **26th** Floor, of **Tower E**, being ancillary area in the Project Known as "**MAPLEWOODS PHASE II**" being constructed on the Land more particularly described in First Schedule hereinabove.

SIGNED AND DELIVERED			
BY WITHIN NAMED "PROMOTER"			
M/S. BKS GALAXY REALTORS LLP			
Through its Designated Partner - Mr. Kashish Gupta			
NAME	SIGNATURE	PHOTOGRAPH	LEFT HAND THUMB IMPRESSION
Mr. Kashish Gupta			
SIGNED AND DELIVERED			
BY WITHIN NAMED "Allottee"			
NAME	SIGNATURE	PHOTOGRAPH	LEFT HAND THUMB IMPRESSION
Rohit Katariya			

Nisha Rani			
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WITNESSES:

- 1.
- 2.

List of Annexures

Annexure No.	Document
Annexure A	A copy of plan of Land
Annexure B	Copy of said CC
Annexure C	Copy of Title Report
Annexure D	Copy of RERA Registration Certificate
Annexure E	Copy of floor plan showing said Flat separately marked

PAYMENT RECEIPT

Received from **Rohit Katariya**, Adult, Individual, Aged **34**, PAN **BRFPK9198C**, **Nisha Rani**, Adult, Individual, Aged **34** PAN **BSVPR4516G**, having address at **1-A-44, Kalpatru Riverside, Takka, Old Panvel, Dist Raigad 410206**, on this date a sum of **Rs.1,08,000/- (Rupees One Lakh Eight Thousand Only)** as and by way of Initial Booking Amount out of the Total agreed Consideration of **Rs.1,07,00,000.00/- (Rupees One Crore Seven Lakhs Only)** in respect of the purchase of Flat being **Flat No.2606** admeasuring **58.53** sq. mtr. carpet area, on the **26th** Floor, of **Tower E**, in the said Project known as "**MAPLEWOODS PHASE II**" to be constructed on all that piece and parcel of land bearing Gut no.51/2, 56 and 57/2 admeasuring 20,000 sq. meters situated at village Digha, along the Thane Belapur Road, Taluka and District Thane, Navi Mumbai.

WE SAY RECEIVED

M/S. BKS GALAXY REALTORS LLP

Through its Designated Partner –

Mr. Kashish Gupta

WITNESSES:

1.

2.