



Friday, April 21, 2017
4:44 PM

पावती :

Original/Duplicate

नोंदणी क्र. :39म

Regn.:39M

पावती क्र.: 5768 दिनांक: 21/04/2017

गावाचे नाव: पाले

दस्तऐवजाचा अनुक्रमांक: उहन्3-4242-2017

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: विरेंद्र भारती शर्मा - -

नोंदणी फी

रु. 19000.00

दस्त हाताळणी फी

रु. 2360.00

पृष्ठांची संख्या: 118

एकूण:

रु. 21360.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे
5:03 PM ह्या वेळेस मिळेल.

Sub Registrar Ulhasnagar 3

सह मुख्य निबंधक दफ्त-२
उल्हासनगर क.३

बाजार मूल्य: रु.1795500/-

मोबदला रु.1852500/-

भरलेले मुद्रांक शुल्क : रु. 93000/-

1) देयकाचा प्रकार: eSBTR/SimpleReceipt रक्कम: रु.19000/-
डीडी/घनादेश/पे ऑर्डर क्रमांक: MH000491816201718S दिनांक: 19/04/2017

बँकेचे नाव व पत्ता: IDBI

2) देयकाचा प्रकार: By Cash रक्कम: रु 2360/-

नोंदणी फी माफी असल्यास तपशिल :-

1) Fee Adjustment : Fee Adjustment (yashada training) code added for
keeping tack of adjusted fees

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21/04/2017

मुख्य निबंधक : सह द. नि. उद्गमनगर 3
दस्तावेज क्रमांक : 4242/2017
नोडली :
Regn:63m

गावाचे नाव : 1) पाते

(1) विवेकाचा प्रकार

(2) मोबदला

(3) बाजारभावाबाधितपट्ट्याच्या बाबतीतपट्टाकार आकारणी देतो की पट्टाकार ते नमुद करावे

(4) मू-भापन,नोटिहिसा व परकमांक (असल्यास)

(5) क्षेत्रफळ

(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करम देणा-या/लिहून देणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिबाधितचे नाव व पत्ता.

(8)दस्तऐवज करम देणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिबाधितचे नाव व पत्ता

- (9) दस्तऐवज करम दिल्याचा दिनांक 21/04/2017
- (10)दस्त नोंदणी केल्याचा दिनांक 21/04/2017
- (11)अनुक्रमिक,छेद व पृष्ठ 4242/2017
- (12)बाजारभावाबाधितपट्टा मुद्रांक शुल्क 93000
- (13)बाजारभावाबाधितपट्टा नोंदणी शुल्क 19000
- (14)पृष्ठ

मुख्यकामासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारलेला निवडलेला अनुषंग :-



सह मुख्य निबंधक : सह द. नि. उद्गमनगर 3

(iii) within the limits of any Municipal Council, Nagarpanchayat or Cantonment Area annexed to it, or any rural area within the limits of the Mumbai Metropolitan Region Development Authority or any other Urban area not mentioned in sub clause (i), or the Influence Areas as per the Annual Statement of Rates published under the Maharashtra Stamp (Determination of True Market Value of Property) Rules, 1995.

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Nature of Document:	AGREEMENT FOR SALE
Registration Details :	Joint Sub Registrar UNR -3. at Ambernath
Franking Unique No:	
Property Description in brief :	Shop/Flat.No. 105...On. 1st Floor Adme asuring. 455...Feet/.....Sq.mts. In 05. EVERGREEN Building in "ROYAL FLORA" Complex Situated At S.No.35(H.no.4), S.No. 38(H.No.2 &3), S.No.39(H.No.3A,3H,4,2B), S.No.403A. Village Pale, Taluka Ambernath, District : Thane, within the limits of the Ambernath Municipal Council, within the jurisdiction of Joint sub Registration Ambernath and Registration District Thane
Consideration Amount :	Rs. 18,52,500/-
Stamp Purchasers Name :	VIRENDRA BHARTI SHARMA
Name of the other Party :	M/S. ROYAL GALAXY DEVELOPERES
If through Name & Address :	
Stamp Duty Amount :	
Authorised Person's full Signature & Seal	

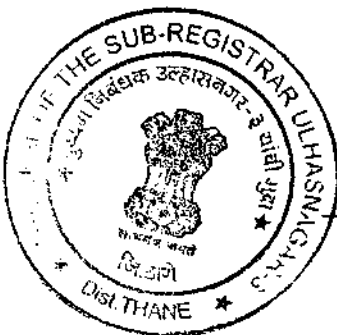


AGREEMENT FOR SALE

THIS AGREEMENT MADE AT AMBERNATH ON THISDAY
OF

4/2/22

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दस्तक्र. १२१२ / २०१७	
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AGREEMENT FOR SALE

THIS AGREEMENT MADE AT AMBERNATH ON THIS 21 DAY
OF April 2017.

BETWEEN

1. M/S. ROYAL GALAXY DEVELOPERES a partnership firm,
registered under the provisions of Indian Partnership Act, 1932 and
having registered office & Head Office: S.No. 35 (H.No. 4), S.No.38
(H.No.2 & 3) S.No. 39 (H.No.3A,3H,4) Pale Gaon, MIDC Road, Near
AnandSagar Resort, Ambernath (E.) Place, Ambernath, Talula :
Ambernath, District : Thane

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Through its partner Shri.GunwantSohanlalKherodiya Age: 43 ,
hereinafter called and referred to as the **Promoter/Developers**
(which expression shall unless it be repugnant to the context or
meaning thereof mean and include the partners constituting the
said firm from to time, their heirs, executors, administrators and
assigns)

2. THE LAND OWNERS

1) Mr. NareshkumarGanpatraj Mehta

2) Mr. GanpatrajBadanraj Mehta

Both having office at 10, GaiwadiSadan, 1st Floor, 147/149, Dr.
Vigas Street, Kalbadevi Road, Mumbai- 400 002.

Hereinafter called and referred to as the **Land owner/s**

(Which expression shall unless it be repugnant to the context or
meaning thereof mean and include, their heirs, executors,
administrators and assigns)

Both No.1 and No.2 being the party of the **FIRST PART,**

AND



MR. VIRENDRA BHARTI SHARMA

Aged about 29.. Years, occupation BUSINESS.... AND

Mrs.....

Aged about years, occupation

Both / residing at Room NO. 05, C' WING,
2nd FLOOR, JIVAN JHOT C.H.S. BHIDEWADI

AMBARNATH EAST

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..... hereinafter called and referred to as the **Purchaser**
(which expression shall unless it be repugnant to the context or
meaning thereof be deemed to include if the purchaser be an

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WHEREAS

1) Mr. NareshkumarGanpatraj Mehta and

2) Mr. Ganpatrajbadanraj Mehta

Details of land owned by Mr. NareshkumarGanpatraj Mehta

Revenue	Hissa no.	Area
Survey no.		H.R.P.
35	4	0-40-0
38	2	0-78-7
38	3	0-08-6
39	3A	0-80-0
40	3A	0-80-0



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Details of land owned by Mr. GanpatrajiBadanraji Mehta

Revenue	Hissa no.	Area
Survey no.		H-R-P
39	2B	0-30-0
39	4	0-22-0
39	3H	0-85-0

All the land are lying, being and situated at Village Pale, TalukaAmbernath, Dist. Thane, within the limits of Ambernath Municipal Council, Taluka and Sub-Registration District Thane. ..
(More particularly described in the **First Schedule** here under)

AND WHEREAS the said Land owners have executed. Development Agreement dated 18th May, 2011 duly registered with Sub - Registrar of Assurances at Ulhasnagar -3 at Ambernath under Sr. No. UHN3- 02633 of 2011, AND have granted Development Rights of the said Larger property more particularly describe in '**FIRST SCHEDULE**' to M/s. Royal Galaxy Developers (hereinafter referred to as the "Promoter/ Developers") in a Phased manner and subject to terms and conditions of the said Development Agreement.



AND WHEREAS the said Land owners have executed Supplementary development agreement on 05.02.2013 and registered in the office of Sub Registrar of Assurances at Ulhasnagar

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8.5.2013 with "Promoter/ Developers" where in the said	
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Phase I consisting of seven buildings. As per the Development	

Agreement development rights will be granted in phased manner viz.

Phase I, Phase II, and Phase III and so on.

Handwritten signature/initials.

AND WHEREAS it has been agreed amongst the "Promoter/ Developers" and "Land owners" that Promoters/ Developers and Land owners will be jointly entitled to sell and market the premises to be constructed in phased manner only as per supplementary agreement.

AND WHEREAS 1) Mr. Nareshkumar Ganpatraaj Mehta and 2) Mr. Ganpatraaj Badanraaj Mehta have executed Power of Attorney on 05.02.2013 and Registered Vide.UHN 3-2887/2013 on 8.5.2013 in the office of the Sub Registrar , Ulhasnagar -3 at Ambarnath for Construction/Development on the land and sale of Constructed flats/shops/units etc.

AND WHEREAS the said Power of attorney is given in terms of the development agreement executed on 18th May 2011, and the Supplementary agreement executed on 5th February 2013 where the Owners and the Developers are jointly executing the present agreement for sale.

AND WHEREAS the said property is converted to non-agricultural residential and commercial proposed under an order bearing No.Mahasul /K- 1/Desk/14 NAP, SR 40/12/185/12 dated 15th March 2013 passed by Collector, Thane; for survey No.35/4,38/2,38/3,39/3A,39/3H,39/4 total Area admeasuring 31430 sq.mtrs. Out of which 30476.686 sq.mtrs. Residential and 953.314 sq.mtrs. Commercial hereto annexed and marked as 'Annexure I' is a copy of N.A. order dt:15.03.2013, Copies of 2/12 extract are marked and annexed as 'Annexure I A-1 to A-8' 2/20/19

AND WHEREAS the Land owners Mr. Ganpatraaj Badanraaj Mehta and Mr. Nareshkumar Ganpatraaj Mehta have got the building plans approved through Shri. Jitendra S. Patel, Dombivali from the

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Ambernath Municipal Council under Building Commencement Certificate bearing No.A.M.C/NRV/BP/11-14/91/2242/14 dated 20.04.2013 and the same is on the survey No.35/4,38/2,38/3,39/3A,39/3H,39/4 more particularly described in the '**Annexure II**' hereunder written hereinafter for the sake of brevity called and referred to as the said "Larger property".

AND WHEREAS Supplementary development agreement is executed on 8th May 2013 for phase I of 7 buildings, phase I is situated on the survey No.35/4,38/2,38/3(More particularly described in the **Second Schedule** here under) the plan of the same hereto annexed and marked as '**Annexure III**'. Index II of the supplementary Development Agreement Is annexed and marked as '**Annexure IV**'

AND WHEREAS as recited hereinabove and in terms of the sanctioned plans and permissions, the Land owners and Promoters are entitled to develop the said property and carry out the construction of the proposed buildings on the said property the Housing complex with shops named as *ROYAL FLORA* and to dispose of the residential flats, commercial units constructed in the building on ownership basis and as per Development agreement.

The Promoters jointly with Land Owners will enter into agreements with intending purchasers and will jointly receive the sale price as per division of percentage decided in the Development Agreement , in respect thereof and upon such disposal of the residential flats and commercial units.



Mrs.Snehal S. Gupte. Advocate have, by her Title Certificate dated

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(copy of the same is annexed as '**Annexure V**') certified that in my opinion, the title of the Land Owner to the said property is free from encumbrances and further that the developer along with the land owner is entitle to sell premises in the buildings constructed thereon. ✓

वर्तमान

The Purchaser/s has/have demanded from the Developers inspection of the aforesaid building/s plans, specification of and other documents referred to above including the agreement, such inspection has been duly given to and taken by the Purchaser/s. The Purchaser/s has/have also satisfied himself/herself/ themselves about the same.

Under the provisions of Maharashtra Ownership Flats Act, 1963 the Developer herein is required to execute a Written Agreement for the sale/allotment of the flats/commercial units agreed to be sold/allotted to the Purchaser being in fact these presents and also to register the Agreement for Sale under the Registration Act.

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES
HERETO AS FOLLOWS:**

1. The foregoing recitals shall be treated as forming an integral part of the operative portion of this Agreement for Sale and this Agreement for Sale shall be read, understood and construed accordingly.
2. The Developer will be developing the Property by constructing a Complex to be known as "ROYAL FLORA" (herein after referred to as "the said complex"). The Developer, at present are constructing seven buildings of phase I to be known as "Aster, bluebell, Clover, Daffodil, Evergreen, Fern, Gulmohar" on the Said phase I more particularly marked in red lines in 'Annexure III' and described in 'Schedule II' hereunder in accordance with the plans, specifications and designs approved by Ambarnath Municipal Council which have been seen and approved by the Purchaser/s with such variations and modifications, as the Developer may consider



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necessary or as may be required by the concerned local authorities or the Government to be made in them or any of them. The Purchaser/s hereby, expressly and unconditionally consents to the same and such consent of the Purchaser/s shall be deemed to be his/her/their/its consent, contemplated by Section 7(1) (ii) of MOF Act. Developer shall not be required to seek any further consent of the Purchaser/s for the same. The Purchaser/s also undertakes not to raise any objections in this behalf at any time whatsoever. Provided that Developer shall obtain prior consent in writing of the Purchaser/s, if such variation or modifications, adversely affect actual area or location of the said flat/shop, agreed to be purchased by the Purchaser/s.

3. The presently sanctioned lay-out plan and building plan of the Building have been inspected by the Purchaser/s and the Purchaser/s is/are fully satisfied with the same.

4. The Purchaser/s hereby agrees to purchase from the Developer and the Developer hereby agree to sell to the Purchaser/s, Flat/Shop No. 105 on the 1st floor of Building EVERGREEN (herein referred to as "the said Building") in

the said Complex to be known as "ROYAL FLORA", having Carpet area of 455 sq. ft. (____ sq. mtrs.) or thereabout and shown on the typical floor plan, annexed hereto as

'Annexure VI' delineated by red lines containing the amenities as enlisted in the 'Third Schedule' hereunder written at or for the consideration of Rs. 18,52,500/-

(Rs. EIGHTEEN LAKH FIFTY TWO THOUSAND Only).



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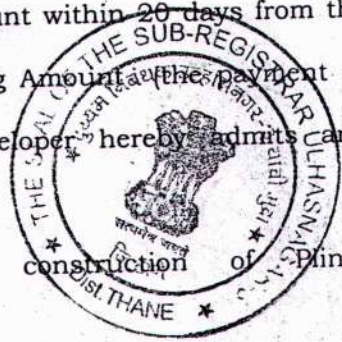
5. The Purchaser/s hereby confirms that the consideration and all payments under this agreement payable to the Developer are net and all other payments including payment of sale tax, works tax, service tax, VAT and any other Tax and all other

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payments, including all kinds of statutory payments and liabilities (whether payable as per present Law/s and/or as per future Law/s and all liabilities arising there under whether under change/s, modification/s, amendment/s, enactment/s etc. and/or otherwise in any manner whatsoever, including all Acts, rules, regulations and due to any judicial view, review, interpretation and for reason/s whatsoever) shall be paid, incurred and settled by the Purchaser/s immediately without making the Developer/Land Owners herein liable/responsible for the same in any manner whatsoever. In case of any delayed payment towards any and/or all taxes, duties, levies, cess etc. { whether direct or indirect (including but not limited to service tax, VAT etc) } by the Purchaser/s, the Purchaser/s shall be liable to pay interest @ 18% p.a. on the delayed payment to the Developer.

6. The said consideration of Rs. 18,52,500/- (Rs. EIGHTEEN LAKH FIFTY TWO THOUSAND FIVE HUNDRED Only) shall be paid by the Purchaser/s to the Developer in the manner specified herein below.

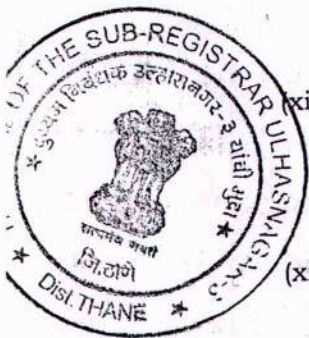
- (i) 20 percent Marginal Amount within 20 days from the booking including Booking Amount and the payment or receipt whereof the Developer hereby admits and acknowledges);
- (ii) 15 percent on the construction of Plinth i.e. Rs. 2,77,875/-;
- (iii) 05 percent on the construction of 1st floor slab i.e. Rs. 92,625/-;
- (iv) 05 percent on the construction of 2nd floor slab i.e. Rs. 92,625/-;



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Handwritten signature/initials.

- (v) 05 percent on the construction of 3rd floor slab
i.e. Rs. 92,625/-;
- (vi) 05 percent on the construction of 4th floor slab
i.e. Rs. 92,625/-;
- (vii) 05 percent on the construction of 5th floor slab
i.e. Rs. 92,625/-;
- (viii) 05 percent on the construction of 6th floor slab
i.e. Rs. 92,625/-;
- (ix) 05 percent on the construction of 7th floor slab
i.e. Rs. 92,625/-;
- (x) 05 percent on the construction of 8th floor slab
i.e. Rs. 92,625/-;
- (xi) 10 percent on completion of walls with Doors and
Frames i.e. Rs. 1,85,250/-;
- (xii) 10 percent on plaster (Internal & External)
i.e. Rs. 1,85,250/-;
- (xiii) 3 percent On completion of Flooring , plumbing
i.e. Rs. 55,575/-;
- (xiv) 02 percent on Possession i.e. Rs. 37,050/-



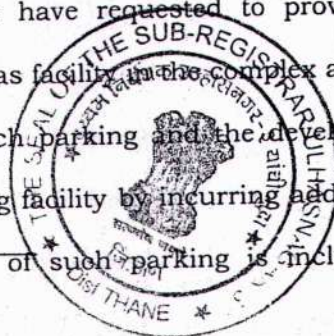
7. The Purchaser/s shall pay the respective payment as stipulated hereinabove along with applicable taxes strictly within the 15 days of Developer sending notice of the Completion of each stage. The payment of the installment shall be made on the due dates without fail and without delay or default, the time for payment of each of the installment being the essence of the contract. Intimation

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forwarded by Developer to the Purchaser/s that a particular stage of construction is initiated and/or completed shall be sufficient proof that a particular stage is initiated and/or completed and such proof shall be valid and binding upon the Purchaser/s and the Purchaser/s agrees not to dispute the same. All payments to be made by the Purchaser/s under this Agreement shall be by cheque/demand draft/pay order/wire transfer/any other instrument drawn in favour of **"ESCROW A/C ROYAL GALAXY, UNION BANK OF INDIA A/C NO. 569101010050161"**. In case of any financing arrangement/loan proposal entered by the Purchaser/s with any financial institution/Bank with respect to the purchase of the said Flat/Shop, the Purchaser undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse/pay all such consideration amounts due and payable to Developer through an account payee cheque/demand draft drawn in favour **"ESCROW A/C ROYAL GALAXY, UNION BANK OF INDIA A/C NO. 569101010050161"**.

8. The purchaser have requested to provide _____ parking space as facility in the complex and agreed to pay for the cost of such parking and the developer have agreed to Provide parking facility by incurring additional cost for such parking. Cost of such parking is included in the facility charges.
9. If the Purchaser/s fail to pay any of the installments on their respective due dates, then without prejudice to other rights of Owner/Developer, Purchaser/s shall be liable to pay interest at the rate of 18% per annum on all the amounts that may become due and payable by the Purchaser/s to Developer



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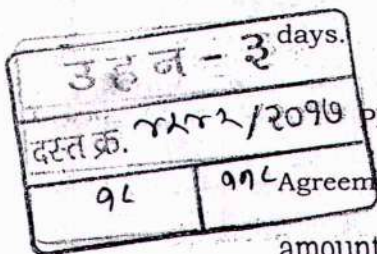
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under the terms of this agreement from their respective due dates till payment. It is also specifically understood by the Purchaser/s that delay in securing sanction/disbursement of Housing Loan, if any, applied for by her/him/them/it, shall not be a ground for nonpayment of the installments on due stages.

a. On the Purchaser/s committing default in payment on due date (time being always of essence) of any amount due and payable by the Purchaser/s to the Developer under this Agreement (including his or her or their or its proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/s committing breach of any of the terms and conditions herein contained, the Developer shall be entitled, at their option, to terminate this Agreement and forfeit the earnest money being booking amount.

PROVIDED always that the power of termination hereinbefore contained shall not be exercised by the Developer unless and until the Developer shall have given to the Purchaser/s fifteen days prior notice in writing of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement and default shall have been made by the Purchaser/s in remedying such breach or breaches within the aforesaid notice of fifteen

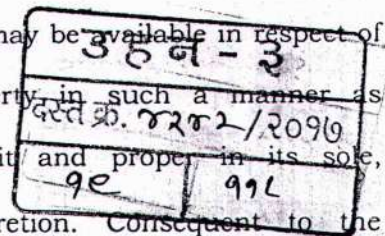


PROVIDED further that upon termination of this Agreement as aforesaid, the Developer shall forfeit the booking amount paid by the Purchaser/s as liquidated damages and

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shall refund to the Purchaser/s balance of the purchase price of the Flat/Shop which may till then have been paid by the Purchaser/s to the Developer but the Developer/Land Owner shall not be liable to pay to the Purchaser/s any interest on the amount so refunded or any other amount or compensation on any ground whatsoever - and upon termination of this Agreement and refund of the aforesaid amount by the Developer, the Developer shall be at liberty to dispose off and sell the Flat/Shop to such person and at such price as the Developer may in their absolute discretion think fit.

10. The Developer hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning of the lay out plan or of the said building or may be imposed at any time hereafter. Thereafter the said terms, conditions, stipulations and restrictions shall be observed, performed and complied with by the Purchaser/s. The Purchaser/s has been informed and is aware that the buildable area on the basis of the available Floor Space Index ("FSI") has been sanctioned for the Larger Property as a whole. The Purchaser/s hereby agree, declare and confirm that he/she/they/it is/are aware that Land Owner/Developer is developing the said Property/Larger Property either themselves as one property and as such will utilize entire FSI additional FSI, Fungible FSI, TDR or any other benefits or potential that may be available in respect of the said Property/larger property in such a manner as Owner/Developer may deem fit and proper in its sole, absolute and unfettered discretion. Consequent to the



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aforesaid, it is hereby expressly clarified, agreed and understood that Land Owner/Developer shall always and at all times have exclusive, absolute, irrevocable, unconditional and unrestricted right to and in respect of and shall be entitled to do and carry out, the following:-

- a) The entire FSI, including unutilized, unconsumed and residual FSI, Fungible F.S.I. originating from or arising out of or available in respect of the said Property/larger property and/or the contiguous, adjacent or adjoining lands and/or any other lands and/or properties whatsoever and the entire increased, additional and extra FSI and/or TDR which are now available and which may be available or granted and/or sanctioned at any time hereafter but before completion of entire development in respect of said Property/larger property on any account or due to any reason whatsoever, including on account of handing over to the Council and/or any other Government or local body or authority, any part/s thereof affected by set-back and/or regulations and/or affected by any reservation, acquisition and/or requisition and/or due to any change in law, rules or regulations, shall absolutely and exclusively belong to and be available to the Land Owner/Developer. The Purchaser/s herein, the Society/s of the purchaser/s which may be formed as envisaged in this Agreement shall not have or claim any rights, benefits or interests whatsoever in respect thereof; ✓



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- b) The Land Owner/Developer shall have the absolute, exclusive and full right and authority to amalgamate the said Property with any of its adjoining Property/ies;
- c) The Land Owner/Developer shall have the absolute, exclusive and full right, authority and unfettered discretion to use, utilize and consume the aforesaid FSI and/or TDR for construction on any part of said Property thereon and/or on the contiguous, adjacent or adjoining lands and/or on any other land and/or property, as may be permitted by law and as the Land Owner/Developer may desire and deem fit and proper in their sole and unfettered discretion and Purchaser/s will not object to such development of construction on any grounds whatsoever;
- d) The Land Owner/Developer shall have the absolute, exclusive and full right, authority and unfettered discretion to sell, transfer and/or assign all or any of such FSI and/or TDR originating from or arising out of the said Property or any part/s thereof, to or in favour of any person/s whatsoever, for such consideration and on such terms, conditions and provisions as may be desired and deemed fit by the Land Owner/Developer in their sole and unfettered discretion and as may be permitted by law;



Land Owner/Developer are entitled to acquire additional FSI, Transferable Development Right/s (TDR), Fungible Area or utilise any other Development potential that may be permitted to utilise on the said property either on payment of premium or otherwise in respect of the said Property and make additional,

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construction on the said Property and/or any part thereof and /or the said building/s by utilizing such development rights. The Land Owner/Developer shall, at all times hereafter including before or after execution and registration of the Deed/s of Transfer have unfettered unrestricted right to avail of the FSI and /or TDR and/or any other Development potential as may be permissible under the Development Control Regulations, and other prevalent rules, regulations or law that may be in force from time to time and to utilize such FSI and/or TDR and/or any other Development potential in any portion of the said Property including by raising additional storey/s on the said building/s; and/or any other building or by constructing new building on any part of the said Property;

- f) The entire construction carried out by the Land Owner/Developer by utilizing and consuming the FSI and/or TDR and/or any other Development potential as aforesaid, shall be the absolute property of and exclusively belong to the Land Owner/Developer, who shall have full right and be absolutely entitled to sell, transfer and/or dispose of the same in any manner whatsoever, to any person/s whomsoever, for such consideration and on such terms, conditions and provisions as the Land Owner/Developer may deem fit and proper in their sole and unfettered discretion.



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दस्तक्र. १११२/२०१७	
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The Land Owner/Developer shall have the absolute, exclusive and full right and authority to develop remaining part of the said Larger Property, the

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Flat/Shop Purchaser/s shall not object to such development.

11. As per the Layout (hereinafter referred to as "the said

Layout") envisaged by the Land Owner/Developer:-

(i) The Land Owner/Developer alone are entitled to utilize entire FSI as well as transferable Development Right (TDR) generated from the said property and /or generated from any other property as permitted to be utilized on the said property in accordance with Development Control Regulations as modified from time to time as the Land Owner/Developer may in their absolute discretion deem fit and proper.

(ii) Though as per sanctioned building plans, the Buildings consists of ground and several upper floors however in due course of time Land Owner/Developer intends to submit revised plans so that ultimately the said Buildings consists of more upper floors as per admissibility of FSI/TDR.

(iii) The Developer intends to provide club house, swimming pool and recreational facilities on the said Property for the use of all the purchasers of Flats/Shops of all phases commonly. And the same will be provided after completion of entire project.

(iv) The Land Owner/Developer will be developing infrastructure facilities in a phased manner and entire infrastructure work will be completed upon completion of said Project.



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दस्तावेज क्र. ४३४२/२०९	
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- (v) The Land Owner/Developer will on completion of the entire development of the said larger property execute a Conveyance in respect of land beneath plinth area, in favour of the respective societies /Apex body of the said Property in favour of society/ies/ Apex Body as formed by the Land Owner/Developers as envisaged herein after.
- (vi) The Land Owner/Developer intends to form one society for 7 buildings in phase I .
- (vii) The Owner/Developer will form society/ Apex body only on completion of entire development of the Larger Property. The Purchaser/s will not be entitled to insist upon formation of Society prior thereto.
- (viii) The Land Owner/Developers may in order to ensure the proper management and maintenance of the club house, swimming pool and recreational facilities and other common areas enter into Agreement with any Agency on the terms and conditions the Land Owner/Developers may deem fit and proper. The Purchaser/s and/or Society and/or Apex Body hereby consent to the payment of such Agency who shall have power and authority to maintain, manage, control and regulate the user of such common areas and facilities.
- (ix) The Purchaser/s expressly recognizes, confirms, agrees and consents to the Land Owner/Developer's rights, benefits and interests as aforesaid and to what is mentioned hereinabove in this clause and the Purchaser/s or any association/organization of

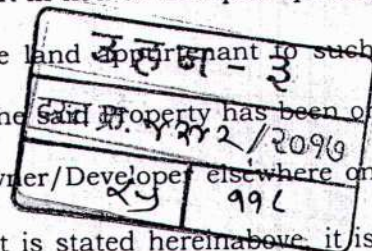


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Purchaser/s and shall not raise any objection or dispute in respect thereof.

12. The Purchaser/s is/are aware that the said Building in which the Purchaser/s has/have agreed to purchase the Flat/Shop is part of the said Layout for the development of the said Property and as such garden/recreation ground, and all other common facilities/areas, all the internal roads and pathways etc. will inter alia be available for use of and shall be maintained by all the Purchaser/s of the flats/shops including the Purchaser/s herein.
13. The Purchaser/s is/are aware that as per layout sanctioned by the Corporation, Developer will be constructing seven buildings in the Phase I. The Purchaser/s is also aware that Land Owner/Developer shall be consuming the full potential FSI and TDR in relation to the total area of the said Property and Developer shall be consuming the full potential FSI and TDR in relation to the total area of the said Property as permissible under the relevant Development Control Rules while constructing various buildings on the basis of the approved plan. It has also been brought to the notice of the Purchaser/s that the FSI and TDR consumed in any building have no relation with the area of plot on which the building is constructed. It is abundantly made clear to the Purchaser/s and all the Purchaser/s that none of the plots on which the said individual building is constructed shall be entitled to additional benefits of FSI and TDR in lieu of the open spaces, internal road, garden and/or the land appurtenant to such building as the FSI and TDR of the said Property has been or shall be utilized by the Land Owner/Developer elsewhere on the said Property in view of what is stated hereinabove. it is



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hereby agreed that neither the Purchaser/s nor the Societies so formed, shall have any claim on proportionate benefit of FSI and TDR in respect of their individual buildings, nor shall they be entitled to raise objection for the said imbalance in the distribution of FSI and TDR. The Purchaser/s confirm that he/she/they/it is/are aware that it will not be possible to segregate the plots on which the individual buildings are constructed from the said property and he/she/they/it will not require or insist upon subdivision or ask for separation of these smaller plots from the said Property.

14. The Purchaser/s is/are aware that the building plans, elevations, layout plans, amenities and garden layout shown in the brochure, catalogue and elsewhere are subject to change as per the discretion of the Land Owner/Developer and the Land Owner/Developer reserve the right to make alterations and amendments as they may deem fit from time to time subject to the approval of the concerned municipal authorities.

15. Subject to the Purchaser/s making payment of full purchased price, applicable taxes, maintenance and other facility charges in respect of the said Flats/Shops, the Developer shall endeavor to give possession of the said Flat/Shop to the Purchaser/s by 2017 (hereinafter referred as "Possession date"). However that the Land Owner/Developer shall be entitled to a reasonable extension of time for giving delivery of the said Flats/Shops on the aforesaid date, if completion of the said Building in which the said Flat/Shop is/are to be situated is delayed on account of:



उह न - ३	
दस्त क्र. ४२४२/२०१७	
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force majeure, policy of Government/local Authorities

as well as any other circumstances beyond the control

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of Developer, which shall be inclusive of any war, civil commotion or act of God such as earthquake, flood or other natural calamities ;

- (ii) any enemy action, war, strike or any notice, order, rule, notification or restriction by the Government and/or by any court;
- (iii) subject to availability of steel, cement and other building materials, grant of necessary electric and water connections by concerned Authorities and/or any other circumstances beyond the control of Land Owner/Developer;
- (iv) any force majeure or vis majeure of procedural delay in obtaining the amended plan, further Commencement Certificate, Occupation Certificate, the Building Completion Certificate from the concerned authorities or for any other reason (not limited to the reasons mentioned above) beyond the control of or unforeseen by Land Owner/Developer which may prevent restrict interrupt or interfere with or delay the construction of the said Building on the said Property.

However, under no circumstances shall the Purchaser/s be entitled to possession of the said Flat/Shop without first paying to Land Owner/Developer all the amounts, including interest if any, due under this Agreement, maintenance deposit including interest, if any, due thereon. Service Tax and/or Value Added Tax any other taxes/charges (statutory or otherwise, current or future), if applicable, shall be borne and paid by the Purchaser alone. 



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दस्तक्र. ४२४२/२०१७	
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16. It is expressly agreed that the right of the purchaser/s under this agreement or otherwise is restricted to the said flat/commercial premises and remaining part of the Larger Property shall be the sole property of the Land Owner/Developer.
17. If the Developer could not proceed further with the development on account of any of the aforesaid reasons, time for completion and handing over possession shall stand extended.
18. If the Developer is unable to or fails to give possession of the said Flat/Shop to the Purchaser/s on account of reasons beyond the control of or unforeseen by Developer and its agents as per the provisions of Section 8 of the Maharashtra Ownership Flats Act by the Possession Date as mentioned in Clause 14 above, or the date or dates prescribed in Section 8 of the said Act, then Purchaser shall be entitled to terminate this Agreement and in such an event the Developer shall be liable on demand, to refund to the Purchaser/s the amounts already received by it in respect of the said Flat/Shop (save and except the amount of interest which may have been paid or become payable by the Purchaser for late payment of installments) with simple interest at 9% (Nine per cent) per annum from the date, the Developer received the sum till the date the amounts and interest thereon is repaid, and shall not be liable to pay any compensation or damages including any taxes/levies paid to statutory authorities. On sending such notice by the Purchaser/s to the Developer, the Agreement shall stand terminated however, the Purchaser/s shall, subject to prior encumbrances, have a charge on the said Flat/Shop, till the date the amounts and interest thereon is refunded in full by



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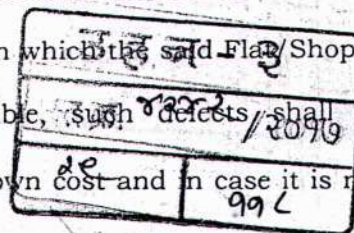
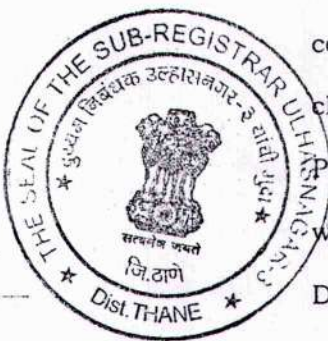
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Developer to the Purchaser/s. It is agreed that upon refund of the said amounts together with interest as stated hereinabove, the Purchaser/s shall have no right title interest claim demand and/or dispute of any nature whatsoever under this Agreement either against Land Owner/Developer or against the said Flat/Shop in any manner whatsoever and Land Owner/Developer shall then be entitled to sell and dispose off the said Flat/Shop to any other person or party as the Land Owner/Developer may desire in its absolute discretion without any reference or recourse or notice whatsoever to the Purchaser/s.

19. The Purchaser/s shall, within 15 (fifteen) days of the Developer giving written notice to the Purchaser/s intimating that the said Flat/Shop is ready for use and occupation, pay balance consideration under this Agreement and take possession of the Flat/Shop.

20. The Purchaser/s shall be entitled to take possession of the said Flat/Shop only if the Purchaser/s duly observes and performs all the obligations and stipulations contained in this Agreement and shall have duly paid all the installments of the consideration, applicable taxes, maintenance and other charges payable by the Purchaser/s under this Agreement.

Provided that if within a period of 3 years from the date on which the said Flat/Shop is offered for possession by Developer to the Purchaser/s (irrespective of whether possession of the said Flat/Shop is actually taken or not by the Purchaser/s) the Purchaser/s brings to the notice of the Developer in writing any structural defect in the said Flat/Shop or the said building in which the said Flat/Shop is situated then, wherever possible, such defects shall be rectified by Developer at their own cost and in case it is not



possible to rectify such defects or unauthorized changes, then the Purchaser/s shall be entitled to receive from Developer reasonable compensation for such defect or change provided however that the Purchaser/s has not carried out any changes or modification or any addition/alteration (internal or external) to the said Flat/Shop in which case the Purchaser shall be solely liable for all cost and damages occurred to the said Flat/Shop, adjacent premises and or to the said Building. In such an event Land Owner/Developer shall not be liable and or responsible to carry out any repairs and maintenance in pursuance of the aforesaid defect liability period. Thereafter Land Owner/Developer shall not be responsible or liable to carry out repairs or rectification and/or incur expenses in connection with any remedial work for any leakage or complaint of the Purchaser/s and the same shall be rectified by the Purchaser/s at his/her/their own cost and shall not hold Land Owner/Developer liable in any manner.

21. At the time of taking possession of the said Flat/Shop and in any event within fifteen days of the receipt of the written notice from Developer referred to above the Purchaser/s shall fully satisfy himself/herself/themselves with regard to the plumbing, electric, sanitary water fixtures and fittings, locking devices, doors, windows, tiles and other items and fixtures in the said Flat/Shop and acknowledge in writing to that effect to Developer and the Purchaser/s shall not at any



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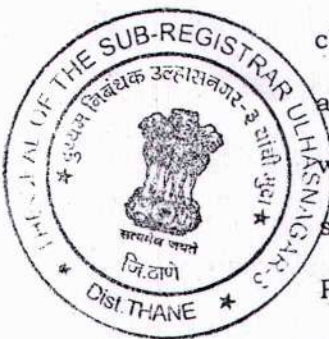
time thereafter raise any dispute objection or contention whatsoever in that behalf nor shall have any claim whatsoever against Land Owner/Developer save and except as stated in clause 19 hereinabove. If any damage is caused to the said Flat/Shop after the date on which the Purchaser/s

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has/have taken possession of the said Flat/Shop, Land Owner/Developer will not be held responsible for the cost of reinstating or repairing the same and the Purchaser/s alone will be responsible for the same.

22. The Purchaser/s hereby agrees that in the event the Purchaser/s instructs Developer in writing not to execute any works inside the said Flat/Shop then the Purchaser/s shall not be given any rebate for works not done by Developer in the said Flat/Shop on instruction of the Purchaser/s. The Purchaser/s shall also be required to sign the handing over checklists before taking possession of the said Flat/Shop and for carrying out the work as required by him/her/them/it.

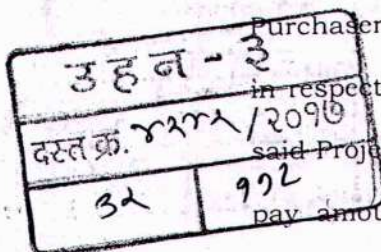
23. The Purchaser/s hereby agree/s that the Purchaser/s shall not have the right to make any modifications to the said Flat/Shop. Provided however if the Purchaser/s is/are desirous of making any such modifications or changes inside the said Flat/Shop, then the Purchaser/s shall get the same done through Developer only for an additional cost. In that event the possession date shall be extended and the Purchaser/s hereby confirms and agrees to the said delay and additional costs and shall not raise any objection or make a claim as a consequent of this. The Purchaser/s hereby agree/s that from the commencing a week after notice in writing is given by Developer to the Purchaser/s that the said Flat/Shop is ready for use and occupation, the Purchaser/s shall be liable to bear and pay proportionate share of outgoings in respect of and pertaining to the said Flat/Shop including local taxes, betterment charges, development charges (by whatever name it is called) of such other levies by the concerned local authority and/or government, water charges, insurance, common lights,



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repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Flat/Shop and the said Building. The Purchaser/s shall also be liable to bear and pay proportionate share of maintenance and other outgoings in respect of all common areas, facilities of the as mentioned herein. The Purchaser further agrees that till the Purchasers' share is so determined, the Purchaser shall pay to the Developers provisional monthly contribution of Rs. 2/- per sq.ft towards the aforesaid outgoings. The Purchaser shall pay an amount equivalent to Twenty four months provisional monthly contribution and outgoings in advance on or before taking possession of the said Flat/Shop and thereafter, the Purchaser shall pay such provisional contribution quarterly on the 5th day of each and every quarter in advance and shall not withhold the same for any reason whatsoever. The Developers shall be entitled to utilise such amount for the aforesaid purposes in the manner they deem fit and proper.

The Developer shall deposit the said amount in fixed deposit with any schedule bank and utilize the interest received on the said Security deposit / Corpus fund for the maintenance of the said complex. If Developer is of the opinion that the interest received on the said Security deposit / Corpus fund is not sufficient for the maintenance of the said complex, Developer shall raise monthly/quarterly bills towards



Purchaser's share towards maintenance and other outgoings in respect of all common areas, facilities of the Building, and said Project and/or Scheme. The Flat/Shop Purchaser/s shall pay amount of monthly/quarterly bills within two week of receipt of such bill and shall not withhold the same for any

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reason whatsoever. In case of delay, the Purchaser/s shall pay interest @ 18% per annum from the due date mentioned therein till the date of actual realization of the payment.

All taxes such as Municipal Property Taxes etc, as applicable, would be payable directly by the Purchaser/s to the relevant authorities and would not be a part of overall Maintenance of the said Building/s, the said Facilities and/ or said Scheme. Developer shall as far as possible not utilize the principal amount of security deposit/corpus fund however, Developer shall be entitled to utilize the principal amount of security deposit/corpus fund in case of the Flat/Shop Purchaser/s/other purchasers fail to pay their share of maintenance charges or in case of exigencies.

24. It is hereby agreed that only one Society/Body of the Flat/Shop Owners in respect of 7 building/s to be constructed on the said Property, shall be formed, for the maintenance of the building/s. There may also be an Apex Body of the buildings in the complex, which shall look after the overall maintenance of all other common areas and facilities etc. in the complex. The Developer shall, form Society only after completion of entire development as set out hereinafter. The Developer may however form adhoc committee in respect for one or more Building/Tower, who may help the Developer in maintenance of such Building/Tower till formation of the Society. The Purchaser/s shall abide by bye-laws of Society. Whenever necessary, the developer shall carry out the amendment or modification in the said Bye Laws. The Purchaser/s specifically agrees that he/she/they/it shall not withhold his/her/their/its consent for such amendment/modification. Upon failure to comply with the provisions of this clause, this Agreement shall ipso facto come



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to an end and the deposit and other monies paid by the Purchaser/s shall stand forfeited by the Developer.

25. The Purchaser/s shall use the Flat/Shop or any part thereof only for the purpose of residence/office and shall not use the same for any objectionable, illegal or immoral purpose. Nor the Purchaser/s shall be a cause of nuisance to the other residents of the said building/s and said Scheme.

26. The Service area provided for servicing the plumbing and other utilities shall be used for the purpose of such services only. The purchaser/s shall not cover and enclose such service Area under any circumstances.

27. The Purchaser/s shall ensure while, carrying out any work in the Flat/Shop that the water proofing treatment given by Developer in the toilet and the kitchen is not damaged. If while carrying out the work the water proof base coat is damaged or any defect is occurred and as a result thereof water is leaked into the Flat/Shop below the Purchaser/s Flat/Shop and/or in any other Flat/Shop then the Purchaser/s alone shall be responsible to rectify such defects at his/her/their/its own costs immediately after receiving communication from Developer and/or from the Purchaser/s

of the Flat/Shop in whose Flat/Shop there is leakage. If the Purchaser/s fails to carry out the said work within a period of 7 days Developer and/or such Purchaser/s of the Flat/Shop in whose Flat/Shop there is leakage shall be entitled to enter the Flat/Shop of the Purchaser/s and rectify the defect

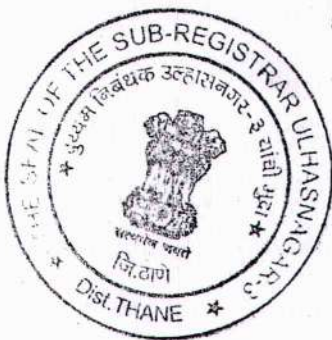
entirely at the costs of the Purchaser/s.

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28. (a) Within a period of one year after completion of all the buildings, by utilizing entire F.S.I./TDR or any other development potential in respect of the larger property, the

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Developer shall form or cause to be formed separate/ common associations/ societies (hereinafter referred to as the Society) for one or more buildings. The Purchaser/s along with other purchaser/s of the Flats/Shops in said building/s shall join in forming and registering the society to be known by "_____ Housing Society" or such other name as may be decided by the Developer or approved by the concerned authority, which name shall not be changed by the Purchaser/s or the Society, without the prior written permission of the Developer. The Purchaser/s shall from time to time, sign and execute the application for registration, membership, draft bye-laws and other forms, papers and documents as may be necessary for formation and registration of the proposed society and for becoming member, of such society and duly fill in, sign and return to the Developer all these forms papers and documents, within four days of the same being forwarded by the Developer to the Purchaser/s. No objection shall be taken by the Purchaser/s, if any changes or modifications are made in the draft bye laws of the society by the Developer or as may be required by the Registrar of Cooperative Societies or any other competent authority. The Purchaser/s hereby authorizes the Developer to sign and execute all such forms applications, papers and documents on his/her/their/its behalf as may be required for this purpose.



(b) The Developer may in their absolute discretion form a separate independent organization of all the societies i.e. Apex Body to maintain the common areas and facilities and all the terms, conditions, covenants, stipulations and provisions herein, which relate to the formation and registration of the

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Society/s shall apply mutatis mutandis to the formation and registration of such separate organization.

(c) All costs, charges, expenses whatsoever for and in respect of the formation and registration of the Society/s shall be borne and paid by the Purchaser/s herein along with the Purchaser/s, Transferees and Allottees of all the other Flat/Shop, premises and parking spaces in the said complex and the Developer shall not bear or pay the same or contribute towards the same at all. If any delay or default is made in the payment or reimbursement of such costs, charges or expenses, for any reason whatsoever, by the Purchaser/s herein and/or by the Purchaser/s, Transferees or Allottees, then the Developer shall not be liable or responsible for any delay in the formation or registration of the Society/s.

(d) Upon the Society/s being formed and registered, the rights, benefits and interests of the Purchaser/s herein shall be governed and regulated by the bye-laws, rules and regulations thereof, but expressly subject to the terms, conditions, covenants, stipulations and provisions of this Agreement.



The terms, conditions, covenants, stipulations and provisions of this Agreement and all deeds, documents, instruments and writings related or incidental to this Agreement, executed or to be executed by and between the parties hereto, shall be binding upon the Society/s and the Apex Body, if any. The Society/s shall upon being registered

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दस्तक्र.	१११२/२०१०
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or formed, pass the necessary resolutions confirming the terms, conditions, covenants, stipulations and provisions of this Agreement and all deeds, documents, instruments and writings related/ incidental to this Agreement (executed or to

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be executed by and between the parties hereto), or such of them as the Developer may require and agreeing and undertaking to be bound by the same and the Purchaser shall vote in favour of such resolutions.

29. In the event of the society being formed and registered before the sale and disposal by the Developer of all the flats /Shops and premises in such building/s, the power and authority of the society so formed or of the Purchaser/s and other Purchaser/s shall be subject to the overall authority and control of the Land Owner/Developer over all or any of the matters concerning the said development and completion thereof and all facilities appertaining to the same and in particular the Land Owner/Developer shall have absolute authority and control as regards the unsold flats/shops terrace, podium car parking space under stilt/open parking space and all other premises and areas out of their respective shares and the disposal thereof.

30. The purchaser/s and/or the society shall bear and pay the municipal taxes, maintenance charges and all other outgoings in respect of the said building/s. In addition thereto the common expenses in respect of maintenance of recreation ground, internal roads, pathways, open spaces, common passages and other facilities that may be provided for benefit of residents of "**Royal Flora**" shall be shared by the Purchaser/s herein along with other premises purchaser/s in the said Complex in proportion of their respective area.



31. The Purchaser/s on or before taking possession of the said Flat/Shop or as and when demanded by the Developer whichever is earlier shall pay to the Developer the amounts as stated herein below. The amount so paid by the Purchaser/s

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to the Developer shall be utilized by the Developer for the purposes for which these amounts have been received. The Developer shall not be liable to give any account in respect thereof to the purchaser/s.

32. The Purchaser/s shall pay/deposit with Developer the following amounts (The cheque should drawn on the name of M/s. Royal Galaxy Developers) :

a) Rs.2/- per sq.ft for 24 months in advance towards corpus fund for maintenance of club house and swimming pool to be paid before possession.

b) Facility charges will be paid separately for parking if availed by purchaser.

33. It is further agreed between the Developer and the Purchaser/s that the Corpus fund as well as interest shall be used for the purpose of the purpose as mentioned in clause 30 above, and balance amount, if any, shall be handed over to the individual society/ Apex Body after deducting there from all the expenses incurred by the Developer for maintenance.

34. The Developer shall execute and/or cause to be executed Conveyance of the said Property together with the building/s constructed thereon in the manner as envisaged hereinafter only upon completion of entire development of the Larger Property. However, pending execution and registration of the Conveyance and at any time prior to that, the Developer may if they so desire and deem fit in their sole and unfettered



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discretion, hand-over the management and control of the said building and/or buildings and/or the said complex, or any part/s thereof, to the Ad-hoc Committee/s, the Society/s, as the case may be, at such time/s and on such terms and

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