

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made at Mumbai this _____ day Of _____, Two Thousand and _____ **BETWEEN M/S. PIONEER HOUSING**, a Partnership firm duly constituted under the Indian Partnership Act, 1932 and having its registered office at 322, Commerce House, 140 N.M. Road, Shri K. M. Vardhan chowk, Fort, Mumbai – 400001 hereinafter called “**THE PROMOTER**” (which expression shall unless it be repugnant to the context or meaning thereof mean and include the partners or partner for the time being of the said firm, the survivors or survivor of them, the heirs, executors and administrators of the last surviving partner and, his or assigns) of the **One Part**

AND

MR. _____
 _____ of Mumbai,
 Indian Inhabitant/s a registered partnership / limited company having its
 office / Residing at _____
 _____ hereinafter referred to as
 “**The Allottee/s**” (which expression shall unless it be repugnant to the
 context or meaning thereof mean and include his/her/their heirs, legal
 representative, executors, administrators and successors and assigns) of
the Other Part:

W H E R E A S:

A. Pursuant to a Consent decree dated 8.4.1969 passed by the Hon'ble City Civil Court, at Bombay in the Suit No. 375 of 1961 by one of the joint family members Mr. Bhaskar Fakir Patil for the Partition of the joint family properties including the Larger Property situate lying and being at Village Nahur, Taluka Kurla, District Mumbai Suburban admeasuring about 92,341.30 sq. mtrs. bearing Survey Nos. 16/2, 30, 17, 29, 22, 23, 21, 26/B, 24/B, 26/A, 24/A and 25 having corresponding CTS Nos. 795, 795/2, 795/3, 795/4, 795/5, 795/8, 795/9, 795/11, 795/12, 795/13, 795/14 and 795/16 (aggregating to 1,23,760.50 sq. mtrs.) which is more particularly described in the First Schedule hereunder written and shown and surrounded by the red coloured boundary Line area to the Plan marked and annexed herewith as **Annexure "A"** (hereinafter referred to as "**the said Larger Property**"), whereby the said suit was decreed and it was declared that the said Larger Property is not a joint family property and the same exclusively belong to Mr. Atmaram Bhuryaji Patil, being Defendant No. 1 therein, subject to the terms and conditions recorded in the said Decree, whereby it was held that:

- 1) The said Larger Property was subject matter of the litigation with Union of India, Salt Department in Suit No. 1806 of 1966 in City Civil Court at Bombay and that the same was also subject matter of acquisition by the Central Railway.
- 2) Defendant No. 1 Mr. Atmaram Bhuryaji Patil with the co-operation of all the parties in Suit No. 375 of 1961 will defend the claim of Union of India in Suit No. 1806 of 1966 and/or Land Acquisition proceedings.
- 3) Upon the said Larger Property being freed from the pending litigation with Union of India (Suit No. 1806 of 1966) and released from acquisition proceedings from Central Railway, the Defendant No. 1 Mr. Atmaram Bhuryaji Patil, will get the said Larger Property partitioned and hand over 2 (two) acres of plot of land to the heirs of Fakir Mangal Patil and 1 (one) Acre plot of land to the heirs of Jeevan Mangal Patil, out of Survey No. 22 free from any encumbrances. and balance 19 acres to be retained by himself.

- B. Pending the disposal of the Suit No. 1806 of 1966 in City Civil Court, at Bombay and acquisition proceedings, the said Defendant No. 1 Atmaram Bhuryaji Patil, expired in the year 1977. Since the legal heirs of the deceased Atmaram Bhuryaji Patil had no resources to defend the said litigation and the said acquisition proceedings, in respect of the said Larger Property, all the Patil family members unanimously decided to sell the said Larger Property on "As is where is basis" to any interested Developer/ Builder/Purchaser.
- C. By the Judgment and Order dated 15 & 23 March 1982 passed in Suit No. 1806 of 1966 by the Hon'ble City Civil Court, at Bombay, it was declared that owners were owners of 15/16th undivided share, right, title and interest in the Larger Property and Union of India was entitled for 1/16th undivided share right title and interest in the Larger Property.
- D. Union of India preferred 1st Appeal being Appeal No. 33 of 1983 in Hon'ble High Court, at Bombay against the order and judgment of Hon'ble City Civil Court, at Bombay dated 15 & 23 March, 1982. The said Appeal was rejected by the Hon'ble High Court, at Bombay vide its order dated 30th & 31st July, 1990.
- E. In the meantime, in pursuance of the unanimous decision for sale of the said Larger Property, the branch of Atmaram Bhuryaji Patil, Fakir Mangal Patil and Jeevan Mangal Patil (hereinafter referred to as "the said owners") who were having undivided right in the said Larger Property respectively to the extent of 19 Acres, 2 acres, and 1 Acre, by three (3) diverse Agreements for Sale, all dated 29.11.1985, agreed to sale their respective undivided share, rights in the said Larger Property on "As is where is basis", subject to the pending litigation with Union of India, Salt Department and also subject to acquisition proceedings by Central Railway to M/s. Sadguru Enterprises on terms and conditions recorded in the said Agreements. The said owners also executed various Power of Attorneys in favor of the partners of M/s. Sadguru Enterprises and handed over possession of the said Larger Property more particularly described in the First Schedule hereunder written. The

said M/s. Sadguru Enterprises paid part consideration to the said Owners from time to time.

- F. On or about in December 1987 and in January 1988, the said M/s Sadguru Enterprises negotiated for the sale of said Larger Property with M/s. Crescent Builders with the consent of the said Owners of the said Larger Property. Accordingly, by Thirty Two (32) diverse Tripartite Agreements for sale executed between the said Owners (therein referred to as "the Vendors") of First Part, M/s. Sadguru Enterprise (therein referred to as "the Confirming Party") of Second Part and M/s Crescent Builders (therein referred to as "the Purchasers") of Third Part, the said Larger Property was agreed to be sold to the said Purchasers on "as is where is basis" and on terms and conditions and at enhanced consideration more particularly mentioned in the said 32 (Thirty Two) Tripartite Agreements for Sale executed in Dec, 1987 and January 1988 amongst the Parties. The said Owners also executed several Power of Attorneys in favor of the Partners of the Purchasers i.e. M/s. Crescent Builders and handed over the Possession of the said Larger Property to the said Purchasers in pursuance of the said Agreements. The said M/s. Crescent Builders paid part consideration to the said Owners and to the confirming Party from time to time.
- G. Union of India being aggrieved by the judgment and order dated 30/31 July, 1990 in First Appeal No. 33 of 1983 passed by the Hon'ble High Court of Bombay, filed Letters Patent Appeal No. 103 of 1993 against the order of dismissal and rejection of the said First Appeal. The said Letters Patent Appeal (L.P.A.) was dismissed by the Hon'ble Division Bench of the High Court of Bombay vide its order dated 5th August, 1993. Being aggrieved by the said Judgment and order dated 5th August, 1993. The Union of India through Salt Commissioner Filed Special Leave Petition (SLP) No. 8237 of 1994 in the Hon'ble Apex Court.
- H. By Tripartite Agreement for Development dated 14th December, 1993, executed between "Owners" the Janardhan Atmaram Patil and

Others as "VENDORS, M/s. Crescent Builders (as "confirming party") and M/s. Pioneer Housing the Promoter as "DEVELOPERS", thereby the said owners and The confirming party entrusted the development of the said Larger Property more particularly described in the First Schedule hereunder written on the terms, conditions and consideration mentioned in the said Agreement dated 14th December, 1993. Under the said Agreement, 30% share of development rights in the said property was retained by the Confirming Party M/s Crescent Builders and the Confirming Party and the Owners agreed to grant the remaining 70% development rights in favour of the Developers M/s Pioneer Housing.

- I. The said Owners have executed an irrevocable Power of Attorney dated 14th December, 1993 in favour of 1) Mr. Amritlal Jain, 2) Mr. Laxmichand Vardhan, 3) Mr. Champalal Vardhan and 4) Mr. Umedraj Vardhan, (being the partners of the Promoter / Developers), authorizing them to develop the said Larger Property, which is more particularly described in the First Schedule hereunder written and simultaneously handed over the vacant and peaceful possession of the said Larger Property to the Promoter / Developers', as and by way of part performance of the Agreement by their possession letter dated 14th December, 1993.
- J. As required then, under section 269 - UC of the Income Tax, Act, 1961, the said Development Agreement was submitted to the Appropriate Authority. On 19th October, 1994, the said Authority granted its no objection to the said Tripartite Agreement dated 14.12.1993 under section 269 – UL(3) of the Income Tax Act, 1961.
- K. On 11.7.1994, the Hon'ble Supreme Court of India dismissed the Special Leave Petition No. 8237 of 1994 filed by the Union of India, Salt Department against the Judgment and Order passed by the Hon'ble Bombay High Court in Letters Patent Appeal No. 103 of 1993. It was accordingly confirmed that Union of India, Salt Commission, Bombay is owner of 1/16 undivided share in the **Larger Property** and the Owners are owner of 15/16 undivided share of the **Larger Property**.

- L. Thus, the said Owners are the joint owners of the Larger Property to the extent of 15/16th undivided share in the said Larger Property and balance 1/16th undivided share in the said Larger Property is entitled by the Union of India, Salt Department.
- M. An Application was filed by the Deputy Salt Commissioner, Union of India, to concerned revenue authorities for partition of the said Larger Property. In response to the said Application filed by Deputy Salt Commissioner, Union of India, the Collector Mumbai Suburban District vide its order dated 28.4.1995, partitioned and demarcated the said 1/16th undivided share in the said Larger Property of Union of India, pursuant to the said decree dated 15th & 23rd March, 1982 in Suit No. 1806 of 1966 passed by Hon'ble City Civil Court at Bombay and thereby carved out and earmarked the portion of the land admeasuring about 5771.25 sq. mtrs. as the 1/16th undivided share in the said Larger Property of Union of India forming part of survey no. 17, 22 and 21 having corresponding CTS Nos. 795/3B, 795/5B and 795/9B respectively admeasuring about 837.00 sq. mtrs., 4147.25 sq. mtrs. and 787.00 sq. mtrs. (aggregating to 5771.25 sq. mtrs.) and handed over the possession of the said plot of land to the Union of India, Salt department, which is more particularly described **firstly in the Second Schedule hereunder written and** shown and surrounded by **Green colored** boundary line area to the Plan marked and annexed hereto as Annexure "A". An area of 19,863.45 sq. mtrs. were deducted towards Central Railway Acquisition forming part of Survey Nos. 16/2, 30, 17, 29, 22 and 26/B and bearing corresponding CTS Nos. 795, 795/2, 795/3, 795/4, 795/5 and 795/11 respectively admeasuring about 6,709.16 sq. mtrs., 5,469.76 sq. mtrs., 607.05 sq. mtrs., 6,710.15 sq. mtrs., 117.05 sq. mtrs. and 250.28 sq. mtrs. Similarly, DP road area of 11,555.75 sq. mtrs. were deducted from Survey No. 23, 21, 26B, 26A and 24A and bearing corresponding CTS Nos. 795/8, 795/9, 795/11, 795/13 and 795/14 respectively admeasuring about 273.00 sq. mtrs., 2.75 sq. mtrs., 863.00 sq. mtrs., 3,325 sq. mtrs. and 7,092 sq. mtrs. In the circumstances, the said Owners became absolute owners of the remaining portion of the Larger Property admeasuring about 86,570.05 sq. mtrs. forming part of Survey No. 16/2, 30, 17, 29, 22,

23, 21, 26/B, 24/B, 26/A, 24/A and 25 and bearing corresponding CTS Nos. 795, 795/2, 795/3, 795/4, 795/5, 795/8, 795/9, 795/11, 795/12, 795/13, 795/14 and 795/16, respectively admeasuring about 4,218.74 sq. mtrs., 1,791.84 sq. mtrs., 7,579.65 sq. mtrs., 7,611.35 sq. mtrs., 20,419.70 sq. mtrs., 10,374.70 sq. mtrs., 13,278.85 sq. mtrs., 3,439. 72 sq. mtrs., 205.70 sq. mtrs., 6,042.10 sq. mtrs., 6,789.70 sq. mtrs. and 4818.00 sq. mtrs., (hereinafter referred to as **“the said owners’ property”**).

- N. In or around, 2008 – 09, one Krishnabai Dashrath Babade claiming to be the co-owner in one (1) acre of land had applied to the Tahasildar for getting her alleged undivided 1/3rd share in the said one (1) acre property bearing survey No. 22 new CTS No. 795A of village Nahur, Taluka Kurla, Dist. Mumbai Suburban, equivalent to 1333 sq.mtrs., claiming her share as per the consent decree dated 8th April, 1969. Further, she had agreed to sell and transfer her 1/3rd share to M/s. Sadguru Enterprises / M/s. Cresent Builders/ the Promoter herein. However, on several representations made by her to the revenue authorities, she succeeded to get her share partitioned without any notice to the other co-owners and /or the Promoter herein. After the said partition of her alleged 1/3rd share in the aforesaid property, by a registered Deed of Conveyance dated 31st December, 2009, the said Krishnabai Dashrath Babade purportedly sold and conveyed property bearing survey No. 22 new CTS No. 795A of village Nahur, Taluka Kurla, Dist. Mumbai Suburban, equivalent to 1333 sq. mtrs., to one M/s. Manisha Developers. After knowledge of said purported partition and the purported sale by the said registered Deed of Conveyance dated 31st December, 2009, the other co-owners filed an Appeal before the Additional Commissioner Konkan Division for cancellation of the order of partition passed by the collector, M.S.D. dated 5th December, 2009, as also an Appeal under Section 247 of the Maharashtra Land Revenue Code, 1966 before the Sub-Divisional Officer for setting aside the purported partition. However, in order to avoid further litigation affecting the development of the property, the Promoter herein have, by a Deed of Conveyance dated 11th August, 2014, acquired, from M/s. Manisha Developers, (the purported

purchaser), the said portion of the land on the terms and conditions set out in the said Deed of Conveyance dated 11th August, 2014 duly registered with the Sub-Registrar of Assurances bearing serial No. 7831 / 2014.

- O. By a Supplementary Agreement dated 29th April, 2002 entered in to between M/s Crescent Builders and the Promoter, whereby M/s Crescent Builders have agreed and allowed the Promoter to develop the said Owners' Property entirely and in lieu thereof M/s. Crescent Builders shall have a right in the net income from the Development and Construction of the said Owners' property. The Promoter is thus exclusively entitled to entire development of the said Owners' property and to deal with and to dispose of all the proposed constructed areas whether commercial / residential and / or other premises therein on Ownership basis.
- P. By virtue of the Tripartite Agreement dated 14.12.1993, read with Supplementary Agreement dated 29.4.2002, the Promoter is entitled to develop the said Owners' Property which is more particularly described **secondly in the Second Schedule hereunder written** and shown and surrounded by **Green colored** boundary line area to the Plan marked and annexed hereto as Annexure "A".
- Q. The said Owners' property was governed by the Provision of Urban Land and Ceiling Act, 1976, (now repealed) and therefore, requisite formalities were initiated. Additional Collector and Competent Authority (ULC), vide its order dated 28th July, 1995 declared that an area of 20,176 sq. mtrs. is Surplus Vacant Land (SVL) and by another order dated 29th July, 1995, the Additional Collector & Competent Authority (ULC), permitted the said Owners to develop the said Surplus Vacant Land upon the terms and conditions recorded therein. The Additional Collector and Competent Authority (ULC) vide its letter dated 30.3.2009, confirmed the reduction of the Surplus Vacant Land to 328.02 sq. mtrs. and permitted the Owners to the develop the said land on the same terms and conditions contained in the order dated 29th July, 1995.

- R. The Promoter has prepared layout and the plans for development of the Owners' Property which is naturally divided in two parts due to passing of D. P. Road known as Goregaon Mulund Link Road whereby one portion falls in Municipal "S" Ward and another portion falls in Municipal "T" Ward. On 25.3.2010 & latest Layout dt. 15.07.2014, the Municipal Corporation of Greater Mumbai approved the Layout of the Owners' Property and thereby subdivided into various sub plots viz. Sub Plots A to P, as more particularly shown and is demarcated in the Plan marked and annexed hereto as Annexure "A", viz.

AREA STATEMENT OF SUB-PLOTS AS PER APPROVED LAYOUT

PLAN OF MCGM DATED 15.07.2014.

C.T.S. NO. 795A, 795A/1 TO 795A/15 At Village Nahur.

PLOT	USER	AREA in Sq. mtrs.	Remarks
A	PH/HDH	35142.20	
B	PH/HDH	7303.96	
C	RM+WC+PL	6454.20	
D	SECONDARY SCHOOL	68.20	
E	SECONDARY SCHOOL	2805.50	
F	SECONDARY SCHOOL	17.10	
G	MUN. PRIMARY SCHOOL	3786.10	
H	P.G. RESREATION	9312.40	
I	RAILWAY SIDING	21891.50	
J	RAILWAY SIDING	1754.80	
K	18.30M. W. D. P. ROAD	227.70	
L	18.30M. W. D. P. ROAD	447.00	
M	18.30M. W. D. P. ROAD	4386.40	
N	18.30M. W. D. P. ROAD	4820.50	
O	13.40M. W. D. P. ROAD	5113.10	
P	61.00M. W. D. P. ROAD	12635.80	
TOTAL		116166.46	

- S. The sub Plot A is admeasuring about 35,142.20 sq. mtrs., which is more particularly described in the **Third Schedule hereunder written** and shown and surrounded by the **Blue Colored** Boundary

Line area to the Plan marked and annexed herewith as Annexure "A" (hereinafter referred to as "**the said property**"). As per sanctioned Development Plan of Greater Mumbai, the said property is reserved for Public Housing (PH)/High Density Housing (HDH), which is buildable reservation, under the provision of prevailing Development Control Regulation, 1991. The Promoter has obtained the permission from the concerned authorities for its development vide its letter no. CHE/1507/DPS dated 6th July, 1995.

- T. On 02/09/2011 the collector Mumbai Suburban District passed an order bearing no. 2D/AMG/SD/S.R.K.1426 for reconstitution and amalgamation of different plots and thereby an area of plot of land bearing CTS No. 795A, 795A/1 to 795A/15 to admeasuring about 1,16,166.46 sq. mtrs. and thereby cancelled other extract of property cards and confirmed the said areas. The office of the city survey opened extract of property card bearing CTS No. 795A/1 to 795A/15, respectively admeasuring about 7367.46 sq. mtrs., 6500.00 sq. mtrs., 68.02 sq. mtrs., 2988.61 sq. mtrs., 19.52 sq. mtrs., 3752.57 sq. mtrs., 9869.74 sq. mtrs., 22116.88 sq. mtrs., 1755.39 sq. mtrs., 227.65 sq. mtrs., 446.68 sq. mtrs., 4113.79 sq. mtrs., 4847.35 sq. mtrs., 4313.85 sq. mtrs. and 12636.30 sq. mtrs., aggregating to 81023.79 sq. mtrs. were deducted from CTS No. 795A and confirmed the balance area of 35142.67 sq. mtrs. is C.T.S. No. 795A. Hereto marked and annexed as **Annexure "B"** are the photocopy of extract of property cards bearing CTS No. 795A, 795A/1 to 795A/15. Area admeasuring about 21,891.50 sq. mtrs. and 1,754.80 sq. mtrs. of CTS No. 795A/8, 795A/9 have been allotted in the name of Railway and Area admeasuring about 12635.80 sq. mtrs. of CTS No. 795A/15 has been allotted towards DP road for Goregaon Mulund Link Road and the remaining area is in the name of said Owners i.e. Janardhan Atamaram Patil and others, which is more particularly described secondly in the Second Schedule hereunder written and shown and surrounded by the Green Coloured Boundary Line area to the Plan marked and annexed herewith as Annexure "A".

- U. The Promoter has entered into a standard Agreement with an Architect registered with Council of Architect M/s. Bhatnagar Ambre Kothari, as prescribed by Council of Architect. Similarly, the Promoter has appointed a Structural Engineer M/s. JW Consultant for the preparation of structural design and drawing of the said Building/s and the Promoter has accepted the professional supervision of the Architect and the Structural Engineer till completion of the development of the said property.
- V. M/s. Majumdar & Co., Advocates & Solicitors have issued title certificate dated 31st January, 2003 and 26th July, 2017 in respect of the said Owners' Property and the Promoter's entitlement to develop the same. A copy of the same is marked and annexed as **Annexure 'C' and "C-1"**.
- W. The Promoter has prepared the plan for development of the said property for phase wise construction of the various buildings viz. Building No. A1, A2, B1 and D1, apart from the Temple and Upashraya and deducted 15% FSI towards R.G. admeasuring about 5271.33 sq. mtrs. and added 100% area of D. P. Road being sub Plot, "N", "O and "P" respectively admeasuring about 4820.50 sq. mtrs., 5113.10 sq. mtrs. and 12,635.80 sq mtrs. aggregating 22,569.40 sq. mtrs., FSI permissible under the provision of prevailing DCR aggregating to 51,667.19 sq. mtrs. and further claimed additional 0.33 FSI as per amended DCR 32 on payment of premium of 6317.44 sq. mtrs., aggregating to 57984.63 sq. mtrs. The Promoter proposed to consume the FSI of 3585.44 sq. mtrs. for residential building No. A1, 14,421.28 sq. mtrs. for Building No. A2, 11,493.38 sq. mtrs. for building No. B1 prior to 6th January, 2012 and 13,832.89 sq. mtrs. post 6th January, 2012. The Promoter has duly constructed the Building No. A2 and proposed to construct building no. A1 and B1 hereby proposed to consume 43,332.99 sq. mtrs. leaving balance built up area of 14,651.64 sq. mtrs. as well as balance potential as per Applicable DCR time to time and fungible built-up area towards residential and non-residential area, while reserving the right to be claimed later on, for construction of proposed building No.D1 The Promoter has proposed to construct

building known as B1 having stilt + 2 levels of podium inter alia to accommodate the car parking for the Building A1, A2, B1 and D1 and common amenities as and by way of, Temple Building, Upashraya Building, Club House, Swimming Pool etc. The Promoter has provided necessary required Big Car Parking / small Car Parking as per requirement of MCGM.

- X. The Promoter has obtained I.O.D. bearing no. CE/4296/BPES/AT dated 22.10.1996 of proposed Building no. B1 in which plan has been amended from time to time and lastly on 05.2.2015 and also obtained commencement certificate duly endorsed from time to time for construction of stilt + 2 level of podium and 28th Upper floors of Building No. B1 as per sanctioned plan, Wing A known as Sanino and Wing B Known as Silvino in Project known as "Senroofs".-- Hereto marked and annexed is the photocopy of I.O.D. and commencement certificate as Annexure "D" and "E", respectively.
- Y. By virtue of Development Agreement dated 14.12.1993 read with supplementary Agreement dated 29.4.2002, the Promoter alone has rights to construct and sell the Apartment in the Proposed building "B1" Wing A known as Sanino and Wing B known as Silvino, which is under construction, on the portion of the said property, which is more particularly described in the Third Schedule hereunder written and to enter into an Agreements with the prospective Allottee/s of the Apartment and to receive sale consideration in respect thereof.
- Z. The Allottee/s approached the Promoter herein and showed his/her/their readiness and willingness to acquire and purchase the Apartment in the said Building - B1. The Promoter has given all requisite information to the Allottee/s of all the documents of title relating to the said Larger Property, said property, Development Agreements, as also the plans, designs and specifications prepared by Architect Mr. Sunil G. Ambre and of such other documents which are specified under the provisions of Real Estate (Regulation and Development) Act, 2016 (hereinafter for brevity's sake referred to as the "said Act") and the rules and regulation framed thereunder, from time to time.

- AA. The Promoter is in actual and physical possession of the said property. The Promoter has as aforesaid, got approved from the Municipal Corporation of Greater Mumbai (M.C.G.M.) being the concerned Local Authority the plan, specification, design, elevation, sections and the details of said building and while sanctioning the said plans, the M.C.G.M. and/or the Government has laid down certain terms and conditions, stipulations and restrictions, registered undertaking which are to be observed and performed by the Promoter, while developing the said property and the said Building and upon due observation and performance of which only the completion and occupation certificate in respect of said building shall be granted by M.C.G.M.
- BB. The Allottee/s has/have applied to the Promoter for allotment to the Allottee/s Apartment No. _____ admeasuring approximately _____ sq.ft. in carpet area and “carpet area” means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, for exclusive use of the Allottee/s, or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the Apartment No. _____ on _____ floor i.e. habitable floor (hereinafter called the “said Apartment”) in the said **Building No. B1** as per the sanctioned plan, **Wing A** known as **SANINO** / **Wing B** Known as **SILVINO** in Project known as “**SENROOFS**” being constructed on the portion of said property which is more particularly described in the **Fourth Schedule hereunder written.**
- CC. The Allottee/s demanded from the Promoter and the Promoter has/have given free and full inspection to the Allottee/s of all documents of title relating to the said property and the plans, designs and specifications prepared by the Promoter’s Architect, Mr. Sunil G. Ambre and of such other documents that are specified under the Real Estate (Regulation and Development) Act, 2016, (hereinafter referred to as the “said Act”) and the rules made thereunder. The Promoter has registered the project under the

provisions of the said Act with the Real Estate Regulatory Authority at Mumbai bearing **MAHA RERA No. P51800008478**.

- DD. Relying upon the said application, the Promoter agreed to sell to the Allottee/s the said Apartment and the promoter has agreed to confirm the sale of the said Apartment, at the price **Rs. _____/- (Rupees _____ only)** upon the terms and conditions hereinafter appearing.
- EE. Prior to execution of these presents the Allottee/s has/have paid to the Promoter a sum of **Rs. _____/- (Rupees _____ only)** being the part payment of the sale price of the Apartment agreed to be sold by the Promoter to the Allottee/s as advance payment or earnest money (payment and receipt whereof the Promoter doth hereby admit and acknowledge) of the Apartment agreed to be sold to the Allottee/s and the Allottee/s has/have agreed to pay to the Promoter balance of the sale price in the manner hereinafter appearing.
- FF. Under section 13 of the said Act the Promoter is required to execute a written Agreement for Sale of the said Apartment to the Allottee/s being in fact these presents and also to register the said Agreement under the Indian Registration Act.
- GG. Hereinafter for the sake of brevity, the term the Allottee/s shall include investor/s for the purpose of Article 5 (g-a) (ii) of the Schedule –I to the Maharashtra Stamp Act, 1958.

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

1. The recitals hereinabove shall form an integral and operative part of this Agreement as if the same were incorporated herein verbatim and to be interpreted and construed and read accordingly.
2. The Promoter shall construct the building on the portion of said Property admeasuring about **5050 sq.mtrs** (which is more particularly described in the Third Schedule hereunder and forming

part of the Property which is more particularly described Secondly in the Second Schedule hereunder written) being part of the said Larger Property bearing CTS No. 795A, 795A/1 to 795A/15, being lying and situated at Village Nahur and Taluka Kurla, within the Mumbai Suburban District, being the residential building known as Building No. B1 as per sanctioned plan, Wing A known as Sanino / Wing B Known as Silvino in Project known as **“SENROOFS”** consisting of Stilt at Ground floor, Two level podiums and 28th upper habitable floors as per the DC Rules and the sanctioned plan and amended plans which have been seen and approved by the Allottee/s. The Promoter may at its own discretion alter and modify as the Promoter may consider necessary or as may be required by the M. C. G. M. or such concerned Local Authority. As part of such variation amendment or alteration in the layout and/or in building plans, the Promoter may change location of the said building and the Promoter may also construct additional areas by constructing additional wing/s and/or additional floor/s to one or more of the said building on the portion of the said property as may be approved by the concerned authorities.

3. The Allottee/s agree/s to acquire and purchase from the Promoter and the Promoter hereby agree to sell to the Allottee/s on ownership basis, Apartment bearing No. _____, on _____ floor, admeasuring approximately _____ sq.ft. in carpet area (equivalent to _____ sq. mtrs. in carpet area), of Building No. **“B1”**, **Wing A** known as **“SANINO”**, and **Wing B** known as **“SILVINO”**, in the Project **“SENROOFS”** on sub plot A on the land bearing C.T.S No. 795A, Village Nahur, Taluka Kurla, within the registration district and sub district of Mumbai City and Mumbai suburban, more particularly shown and surrounded by Red colored hatched lines is delineated on the Plan annexed hereto as **Annexure “F”**, in the said Building (hereinafter referred to as **“the said Apartment”**), which is under construction on the portion of the said property, which is more particularly described in Third Schedule hereunder written at or for the lumpsum consideration of the said Apartment, at the price **Rs. _____/(Rupees _____ ONLY)**. The nature, extent and description of the

fixtures, fittings, specifications, amenities and facilities to be provided by the Promoter in the Apartment of the said building is more particularly described in the **Fifth Schedule hereunder written**. In addition to the above consideration, the Purchaser/s has / have further agreed and accepted to pay the amount towards the stamp duty, registration charges etc., and has further agreed to pay deposit / charges for society formation, maintenance charges, charges for electricity connections / meter, legal charges, and various other charges which have been stated hereinafter under this Agreement.

4. The Allottee/s agree/s and shall pay to the Promoter the said lump sum consideration of Rs. _____/- (Rupees _____ only) as the purchase consideration to acquire and purchase the said Apartment in the following manner: -
- i) Rs. _____/- (Rupees _____ only) not exceeding 10% of the total consideration as on or before execution of this Agreement as and by way of earnest money.
 - ii) Rs. _____/- (Rupees _____ only) within 7 days from the date of Agreement.
 - iii) Amount of Rs. _____/- (Rupees _____ only) (not exceeding 30% of the total consideration) to be paid to the Promoter on execution of the Agreement.
 - iv) Amount of Rs. _____/- (Rupees _____ only) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the plinth of the building or wing in which the said Apartment is located.
 - v) Amount of Rs. _____/- (Rupees _____ only) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including stilt of the wing in which the said Apartment is located.

vi) Amount of Rs. _____/- (Rupees _____ only)

(not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

vii) Amount of Rs. _____/- (Rupees _____ only)

(not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said Apartment.

viii) Amount of Rs. _____/- (Rupees _____ only)

(not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with water proofing of the building or wing in which the said Apartment is located.

ix) Amount of Rs. _____/- (Rupees _____ only)

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

x) Balance amount of Rs. _____/- (Rupees _____ only)

against and at the time of handing over of the possession of the Apartment to the Allottee/s on or after receipt of Occupation Certificate or completion certificate.

The Allottee has paid Rs. _____/- (Rupees _____ Only) being the lump

sum consideration to Promoter towards _____ Car Parking space/s to be allotted in stilt / First / Second of level podium, in addition to Rs. _____/- towards the sale of apartment, aggregating to Rs. _____/-.

5. It is hereby agreed by and between the parties hereto that the Allottee/s shall draw all the dues and/or for payment of installments of the balance purchase consideration of the Apartment upto 70% in the designated bank account (as per Real Estate Regulatory Authority Act 2016) and the balance in the name of the Promoter M/S. PIONEER HOUSING. The time for payment of each of the installments is of the essence of contract and the Allottee/s shall be liable to and shall at the option of Promoter, pay to Promoter interest at the rate of State Bank of India highest Marginal Cost of Lending Rate (MCLR)+2 percent p.a. compounded every quarter. "Interest" shall mean simple interest at State Bank of India's (SBI) highest Marginal Cost of Lending Rate (MCLR) + 2 percent per annum. The MCLR shall be taken as applicable on 1st day of each quarter (1st January, 1st April, 1st July, 1st October) and the same shall be deemed to be the applicable MCLR for the said Quarter. Provided further that if SBI MCLR is no longer in use, MCLR will be replaced by equivalent benchmark rate used by SBI, per annum on all amounts due and payable by the Allottee/s under this Agreement, if any such amount remains unpaid for seven days or more after becoming due.
6. The total price 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 Project payable by the Promoter up to the date of handing over the possession of the Apartment, and there after payable by the Allottee.
7. The total price is escalation free, save and except escalations / increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, costs or levies imposed by the competent authorities etc. the Promoter shall enclose the said

notification / order / rule / regulation published / issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

8. The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee/s for the period by which the respective installment 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/s by the Promoter.
9. The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. 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 of its own, shall refund the excess money paid by Allottee/s 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/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoter shall demand that from the Allottee/s as per the next milestone of the payment plan. All these monetary adjustments shall be made at the same rate per square feet of the agreed rate of Rs. _____/- (Rupees _____ only).
10. The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her under any heads of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee/s undertake not to object / demand / direct the Promoter to adjust his/her/their payments in any manner.
11. The Promoter hereby agrees that it shall before handing over the possession of the said Apartment to the Allottee/s as also before execution of conveyance of the respective building/s to the

respective society/company/condominium (as the case may be) and in respect of the said property in favour of the Apex Body/Federation being formed and registered of all the Society / company / condominium of the said property and make full and true disclosure of the nature of its title to the said property as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said property and shall, as far as practicable, ensure that the said property is having absolute with clear and marketable title and free from all encumbrances so as to enable it to cause to convey and transfer in terms hereof.

12. The Promoter may install and/or provide space for installation of electric sub-station, which if demanded by the Electric Service Provider and /or other Competent Authority now or in future. The location of the electric substation as finalized by the Electric Service Provider and/or M.C.G.M. and/or Competent Authority will be final and binding on all the Allottee/s. The Allottee/s will abide by all rules and regulations as imposed by the Electric Service Provider and /or Competent Authority in that regard.
13. The Allottee/s has/have been informed that the Promoter may in course of the development of the owners' property be constructing certain common infrastructural facilities such as 'Recreational Gardens', 'Club house', 'Gymnasium', 'Swimming Pool' etc. on any part of the said owners' property, as a part of layout, for the owners' property which the Allottee/s herein shall be entitled to use and enjoy along with Allottee/s of the Apartment of other building/s that would be constructed by the Promoter on the part of the said Owners' property but on payment of such deposits, entrance fees (one time and / or renewable yearly), recurring charges etc. and subject to the compliance of the rules and regulations as may be determined by the Promoter. The Promoter may set up Facility Management Company and such nominated company shall be in charge, maintain, manage, upgrade, undertake (major/minor repairs) and control of the common infrastructural facilities such as 'Recreational Gardens', 'Club house', 'Gymnasium', 'Swimming Pool' etc. forming part of the said Owners' property. The Promoter may execute a

lease for a period of 99 years at the rate of 1 Rs. Per Sq. ft. per year in respect of Common area of owner property in favour of Facility Management Company on or before full and complete development of the said property, to which the Purchaser/s doth hereby accord their irrevocable consent for the same. The Promoter will give necessary rights in respect thereof for proper running and maintaining of the Facility Management Company.

14. The Promoter shall in their own discretion appoint an agency and /or Facility Management Company to maintain, manage, upgrade, undertake (major/minor repairs) and control all the common areas and amenities and facilities of the said owners property and for such other purposes as may agree upon between the Promoter and the said agency till all the buildings are completely constructed on the said property and all the apartments are sold out and all the dues in respect thereof are recovered from all the Allottee/s in every respect.
15. 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 M.C.G.M. and/or other concerned local authority at the time of sanctioning the said approval plans or thereafter Letter of undertaking/indemnity filed by the Promoter in terms thereof and shall, before handing over possession of the said Apartment, obtain from the concerned local authority, occupation certificate in respect of the said Building. Thereafter all the terms and conditions of the indemnity / undertaking shall be binding upon the Allottee/s Registered Organization and the same shall be complied and performed by the Allottee/s as well as Registered Organization.
16. Time is essence of the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the Building and handing over the Apartment to the Allottee/s and the common areas to the association of the Allottee/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the installment and other dues payable by him/her and meeting the

other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided hereinabove in the clause no.4.

17. The Promoter shall deliver the possession of the said apartment to the Allottee/s, after the said Apartment is ready for use and occupation and the Occupation Certificate is issued by M.C.G.M., provided that all the amounts due and payable by the Allottee/s under this Agreement have been paid to Promoter from time to time without committing any default in payment thereof and the Allottee/s has/have complied with and/or have observed and performed all the terms and conditions of this Agreement. The Allottee/s shall take possession of the said Apartment within a period of 15 (fifteen) days from the Promoter giving written notice to the Allottee/s intimating the said Apartment is ready for use and occupation.
18. The promotor shall be entitled to use, utilize and consume the FSI and TDR for construction on the said property in any manner as they deem fit and proper. As per one of the condition of MCGM, 25% of the total layout area or 8785.55 sq. mtrs in Sub-plot A and 1473.49 sq. mtrs in Sub Plot B shall be kept open and un-built and shall be developed as Recreation Ground on ground/podium and shall be properly maintained by all sub- divided plot holders. Various sub-plots reserved for parking lot, Welfare Centre, Retail Market, Municipal Primary School and Secondary School, Play Ground in the Development Plan admeasuring 22,443.50 sq. mtrs, which are reallocated as per approval under CE/524/BPES/LOT dated 15.7.2014. Such area if not permitted to develop by owners shall be handed over to MCGM as per prevailing policy, in lieu of TDR, as and when demanded after development, beyond 50% of the normally permissible built up area excluding TDR, the Promoter alone shall have a right for all such FSI/TDR.
19. The Promoter hereby covenants that in respect of various Building, which have been constructed or are under construction, for which wing/building wise society/company/condominium may be formed and registered. The Promoter agrees that necessary steps shall be

initiated for formation of Separate society/company/condominium of Wing / Building and in turn shall form Apex Body/Federation of all the societies/companies /condominiums of the Owners' property as its members before execution of Conveyance Deed of the Owners' property in favour of the Apex Body to be formed by all the Societies/ companies /condominiums, formed for each of the wing/building to be constructed on the Owners' property (hereinafter referred as "**Apex Body/Federation**") and make full and true disclosures of the nature of the title of the Owners' property as well as encumbrances, if any including any right title, interest or claim of any party in or over the Owners' property and shall as far as practicable ensure that the said property is free from all encumbrances and that the said owners/Promoter and the said societies/ companies y/condominiums have absolute, clear and marketable title to respective building by cause to execute the conveyance in favour of the registered societies / company / condominium and in respect of the Owners' property so as to execute the deed of conveyance of the said property in favour of the said Apex Body/Federation with absolute clear and marketable title in favour of such Apex Body/Federation within 3 months of registering the Society of last building in the Owners' property.

20. The Allottee/s agree/s to pay to the Promoter, interest at the rate specified in RERA and/or the Rules and Regulations framed therein, per annum on all the amounts, which become due and payable by the Allottee/s to the Promoter, under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Promoter.
21. Without prejudice to the right of Promoter to charge the interest in terms of clause 20 above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s 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/s committing breach of any of the terms and conditions herein contained, the Promoter shall be entitled at their own option, to terminate this Agreement.

22. Provided that, Promoter shall give Three notices of seven days in writing to the Allottee/s by email at the email address provided by the Allottee/s 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. If the Allottee/s fails to rectifies the breach or breaches mentioned in the Third notice by the Promoter within the period specified in the said notice then at the end of such notice period, the Promoter shall be entitled to terminate this Agreement and upon termination of this Agreement the Promoter shall be at liberty to dispose of and sell the Apartment to such person and at such price as the Promoter may in their absolute discretion think fit.
23. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s, after deducting a lump sum amount of Rs. _____/- towards the liquidated damages as mutually agreed, within a period of six months of completion of Building, the installments of sale price of the Apartment (excluding the earnest money, Brokerage, GST and other statutory charges including reimbursement of any charges paid to Promoter), which may till then have been paid by the Allottee/s to the Promoter, but the Promoter shall not be liable to pay to the Allottee/s any interest on the amount so refunded.
24. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particulars like brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment are those that are set out in **Annexure 'G'** annexed hereto.
25. The Promoter shall give possession of the Apartment to the Allottee/s on or before **31st** day of **December 2018**. If the Promoter fails or neglects to give possession of the Apartment to the Allottee/s on account of reasons beyond their control and of their agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee/s the amounts already received by them in respect of the Apartment with interest at the same rate specified in RERA

and/or the Rules and Regulations framed therein 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 Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of:

- (a) Non-availability of steel, other building material, water or electric supply;
- (b) War, Civil commotion or act of God;
- (c) Any notice, order, rule, notification of the Government and/or other public competent authority.
- (d) Stay/order of restrain by the judicial/quashi judicial authorities from carrying out further construction.

26. The Promoter, upon obtaining the "Occupancy Certificate" from the competent authority shall offer in writing the possession of the Apartment, to the Allottee/s in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee/s. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Promoter. The Allottee/s agree/s to pay the maintenance charges as determined by the Promoter or Association of Allottee/s, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the occupancy certificate of the Project.

27. The Allottee/s shall take possession of the Apartment within 15 days of the Promoter giving written notice to the Allottee/s intimating that the said Apartment is ready for use and occupation.

28. Upon receiving a written intimation from the Promoter as per clause 27 the Allottee/s shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment to the Allottee/s. In

case the Allottee/s fail to take possession within the time provided in clause 27, in that event, such Allottee/s shall continue to be liable to pay maintenance charges as applicable.

29. If within a period of five years from the date of handing over the Apartment to the Allottee/s, the Allottee/s bring to the notice of the Promoter, any defect in the Apartment or the building in which the Apartment is situated or the material used therein, (provided such defect is not the outcome of any additions/alteration done in the apartment/adjacent apartment and/or by the apartment holder of the upper floor) then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, a compensation for such defects, or change. If there is a dispute regarding any defect in the building or material used the matters shall within a period of five years from the date of handing over possession, on payment of such fee as may be determined by the Regulatory Authority, be referred for to Adjudicating Officer appointed under section 72 of the Real Estate (Regulation and Development) Act, 2016, provided the purported defect is not the outcome of unauthorized and illegal additions and alterations made in the adjacent/above/below or the Apartment in question thereof.
30. The Allottee/s shall use the Apartment or any part thereof or permit the same to be used only for the purpose of residence.
31. The Allottee/s along with other Allottee/s of Apartments in the building shall join in forming and registering the society / company / condominium of building 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 the registration of the society/company/condominium and for becoming a member, including the bye-laws of the proposed society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee/s, so as to enable

the Promoter to register the common organization of Allottee/s. No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft by-laws, as may be required by the Registrar of Co-operative Societies, or any other Competent Authority.

32. The Promoter shall within three months of registration of the Society, as aforesaid, cause to be transferred, to such Society all the right, title and the interest in the said structure i.e. the building known as "B1" wing A known as Sanino and wing B known as Silvino, in which the said Apartment is situated. The Promoter shall execute the Deed of conveyance of the Owners' property in favour of the Federation/Apex within 3 months, from the date of registration of the last society/company/condominium of the building in the said owners' property.
33. The Promoter shall within three months of registration of the Federation/Apex Body of the Societies as aforesaid, cause to be transferred to the Federation/Apex Body all the right, title and interest of the said Owners in the owners' property on which the building/s are constructed and the Promoter shall join their hands to the transfer documents.
34. Within 15 days after notice in writing is given by the Promoter to the Allottees that the Apartment is ready for use and occupation, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Apartment) of outgoings in respect of the said property and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said property and building. Until the Society is formed and the said structure of the building/s is transferred to it, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee/s further agrees that till the Allottee's share is so determined

the Allottee/s shall pay to the Promoter provisional monthly contribution of Rs. _____/- per month towards the outgoings. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter until a conveyance of the structure of the building is executed in favour of the society/company/condominium and of the Owners' property in favour of Federation/Apex Body is executed as aforesaid. On such conveyance being executed for the structure of the building, the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the society / company / condominium, as the case may be. The Allottee/s undertake/s to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by Allottee/s shall be regarded as the default on the part of the Allottee/s and shall entitle the Promoter to terminate this Agreement in accordance with the terms and conditions contained herein. However, the Allottee/s shall before taking possession of the said Apartment pay to the Promoter, a further sum of Rs. _____/- (Rupees _____ only) equivalent to 12 (Twelve) months maintenance charges as advance payment of maintenance charges.

35. The Allottee/s has

- i) taken inspection of all relevant documents and has satisfied himself/herself/themselves fully in respect of the Promoters' title to the said property more particularly described in the Third Schedule hereunder written prior to the execution of this Agreement and the Allottee/s doth hereby accept the same and agree not to raise any requisition or objection/s relating thereto at any stage; and
- ii) read and understood and is fully aware of the terms and conditions of the above referred Agreements, the Promoter's rights, liabilities thereunder and in respect of the said property

and the said Building B1 wing A known as Sanino and wing B known as Silvino and has No objection thereto and further hereby agrees to accept the said terms and conditions unconditionally and absolutely and is aware of the fact that the Promoter has agreed to sell and transfer the said Apartment to the Allottee/s relying on the assurance and declaration of the Allottee/s that he/she/they has/have no objection to the same.

iii) agreed that the percentage of the undivided interest of the Allottee/s in said building shall be in proportion of the area of the Apartment agreed to be sold hereunder to the total area of the said building in the said property.

iv) Subject to the terms and conditions contained in the said above referred Agreements, all the common areas in the said Building including but not restricted to open spaces in the said building, lobbies, elevators, rest rooms, services lobbies, stilt, terraces shall absolutely belong to the Promoter and neither the Allottee/s nor their nominees including society / company / condominium of the said Building being formed and registered of the Allottee/s to be formed or otherwise shall have any right, title, interest and claim therein.

v) Allottee/s shall have right title and interest in respect of the said Apartment only. The Allottee/s shall have no right title or interest in respect of the reserved area in any manner.

vi) On the said property, there is common podium for various buildings and common swimming pool, club house facilities etc. for which the Allottee/s shall not raise any objections, to be constructed in phase wise manner on the said property.

36. The Allottee/s shall at the time of delivery of possession of the said Apartment pay to the Promoter the following amounts: -

(i)	Rs. _____/-	Being agreed legal charges & expenses
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(ii)	Rs. _____/-	Towards share application money / fee for being allotted shares in the Society.
(iii)	Rs. _____/-	Towards the formation & registration of the Society / limited company / or condominiums.
(iv)	Rs. _____/-	For proportionate share of Maintenance and other outgoings for a period of 12 months.
(v)	Rs. _____/-	For water meter, electric meter, towards costs of electric sub-station, cables, sewerage connection and Development Charges.
(vi)	Rs. _____/-	Towards Other Common amenities charges.
	Rs. _____/-	<u>Total</u>

Applicable amount towards GST, in respect of this transaction, if any, payable by Promoter to the prescribed authority shall be paid by the Allottee/s separately to the Promoter or the concerned Statutory Authorities, as the case may be within 7 days from the date of demand from the due date, failing which the Allottee/s shall be liable and responsible to bear and pay interest at the rate specified in the RERA and/or the Rules and Regulations framed therein and the same shall be without prejudice to the other rights and remedies of the Promoter, inter alia, to terminate the Agreement and refund the amount to the Allottee/s paid till then, after forfeiting the 10% of such paid amount.

37. The Promoter shall, without being accountable utilize the sum of Rs. _____/- (Rupees _____ only) as mentioned in Clause 36 (i), (iii), (v), and (vi) paid by the Allottee/s for meeting all legal costs, charges and expenses including professional cost of

Attorney at Law, Advocates and Solicitors of the Promoter in connection with formation and registration of the society / company / condominium, the cost of preparing its rules, and regulations and the bye – laws and the cost of preparing and engrossing this agreement, and the conveyance Deed etc. The Promoter also shall without having any liability to render any account of whatsoever nature either to the Allottee/s or the Society shall utilize the sum specified in Clause 36(i) and 36(iii) for the purposes mentioned therein.

38. The Promoter shall maintain a separate account in respect of sums received in terms of clause 36 (v) and (vi) above from the Allottee/s as deposit, sums received on account of Share Capital, against for water meter and electric meter, amount received towards the outgoings for meeting all shall utilize the amounts only for the purpose for which they have been received.
39. The Allottee/s agree/s and undertake/s to pay all the amounts payable under this agreement as and when called upon by the Promoter, within 15 days from the date of demand. The Allottee/s further agree/s and undertake/s to observe and perform the terms, conditions and covenants contained in this agreement and to keep the Promoter indemnified against the non-payments and non-observance and non-performance of the said terms and conditions and covenants to be observed and performed by the Allottee/s under this Agreement.
40. It is hereby expressly clarified, agreed and understood between the parties hereto that;
 - i) The Promoter doth hereby declares that no part of the FSI (Excluding TDR) relating to the said property has been utilized by the Promoter or elsewhere for any purpose whatsoever;
 - ii) The entire unconsumed and residual F.S.I., if any in respect of the said property and the entire increased, additional and extra F.S.I. which may be available at any time hereafter in respect thereof for any reason whatsoever including because

of change in the status, D.P. Plan, Rules, Regulations and bye-laws governing the FSI and/or due to merger and amalgamation of the sub plot of the said owners' property as also the F.S.I. which may be available either before or after execution of the Deed of conveyance, or any other vesting document in respect of the owners' property or any part thereof, together with the said Building unto and in favour of the said society / company / condominium being formed and registered on any account or due to any reason whatsoever, including on account of handing over to the Government or the Municipal Corporation of Greater Mumbai any set back area, and/or on account of handing over duly constructed Building and/or due to any change in law, rules or regulations, shall absolutely belong to and be available to the Promoter free of all costs, charges and payments, and neither the Allottee/s herein, nor the society / company / condominium being formed and registered of the said building shall have or claim any rights, benefits or interest whatsoever including for use and consumption in respect thereof and/or of inconvenience and/or of light and ventilation and/or density and environment and/or of water and electricity;

- iii) The Promoter alone shall have the full right, absolute authority and unfettered discretion to use, utilise and consume the aforesaid FSI and TDR, respectively for construction on any property in Greater Mumbai, as may be permitted by law including the said property, for the purpose of extending the said building thereon, and/or for constructing any new and additional structures and floors thereon, and/or otherwise howsoever, as they may desire and deem fit and proper;
- iv) The Promoter alone shall also be entitled to use, utilise and consume the FSI, Additional FSI and/or TDR, for construction on the said property in any manner they deem fit and proper, and as may be legally permitted, whether now or at any time in future, till the date of execution of Transfer

Document vesting document in respect of the owners' property, as aforesaid; and till then the Allottee/s and/or the society/company/condominium being formed and registered of the said building shall not be entitled to use or consume any FSI without obtaining prior written consent of the Promoter.

- v) The top terrace of the said building is agreed to be left open to the sky for further and additional constructions thereon by the Promoter in future at any stage and/or time in terms of this Clause. Neither the Allottee/s nor the such Society nor its members will have any right to use or have any claim right title or interest of whatsoever nature in the said top terrace; society / company / condominium and the same will be of an exclusive use for the Promoters till the completion & handover of entire larger property.
- vi) The Society shall admit as its members all Allottee/s of such new and additional Apartment in the said Building.
- vii) All such new and additional Apartments, floors shall absolutely and exclusively belong to the Promoter and neither the Allottee/s herein, nor the said Building shall have or claim any rights, title, benefits or interests whatsoever in respect thereof, and the Promoter shall be entitled to deal with, sell, let or otherwise dispose of and transfer the same in any manner, to any person/party of its choice, for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, and neither the Allottee/s nor the said Society shall raise any dispute or objection thereto and the Allottee/s hereby grant/s his/her/their irrevocable consent/s to the same;
- viii) The Allottee/s shall not at any time hereafter raise any objection or dispute on any ground whatsoever to the provisions of this clause, or to the Promoter exercising its rights as mentioned herein, nor shall they claim any abatement or reduction in the purchase price due to the

same nor shall they claim any compensation or damages from the Promoter due to the same on any ground whatsoever, including on the ground of any inconvenience or nuisance which may be caused by the Promoter putting up and effecting such new and additional construction as mentioned hereinabove. The provisions of this clause shall always be the essence of this Agreement and shall run with the land.

41. The name of the said Project shall be known as "Senroofs" and neither the Allottee/s and/or the Society shall be entitled to change it.
42. The Allottee/s shall pay to the Promoter a sum of **Rs. _____/-**
(Rupees _____ Only) 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 Society or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the Conveyance of the structure and of the owners' property.
43. At the time of registration of Conveyance of the structure/ of the said building and of the owners' property, the Allottee/s shall pay to the Promoter, the Allottee/s' share of stamp duty and registration charges payable, by the society/company/condominium on such Conveyance or any document or instrument of transfer in respect of the structure of the said Building. At the time of registration of conveyance of the said property, the Allottee/s shall pay to the Promoter the Allottee/s share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or instrument of transfer in respect of the structures of the said property to be executed in favour of the Apex Body or Federation.
44. The Promoter hereby represents and warrants to the Allottee/s as follows:
 - i) The Promoter has clear and marketable title with respect to the owners' property as declared in the title report annexed to this Agreement and has the requisite rights to carry out

development upon the owners' property and also has actual, physical and legal possession of the owners' property for the implementation of the Project;

- ii) The Promoter has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project and shall obtain further requisite approvals from time to time to complete the development of the Project;
- iii) There are no encumbrances upon the owners' property or the Project.
- iv) There are no litigations pending before any Court of Law with respect to the said plot or Project save and except as referred hereinabove and set out in the Title Certificate attached hereto.
- v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, owners' property and said building are valid and subsisting and have been obtained by following due process of Law. Further all approvals, licenses and permits to be issued by the competent authorities with respect to the said building 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, the owners' property, Building and common areas;
- vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
- vii) The Promoter has not entered into any Agreement in respect of the said Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement;
- viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee/s in the manner contemplated in this Agreement;

- ix) 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;
 - x) 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 owners' property) has been received or served upon the Promoter in respect of the owners' property and/or the Project except as set out in the Agreement
45. The Allottee/s of himself/herself/themselves with intention to bring all persons into whosoever's hands the Apartment may come, doth hereby covenants with the Promoter as follows;
- (i) To maintain the Apartment at the Allottee/s own cost in good and tenable repair and condition from the date of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities or any other concerned authorities;
 - (ii) Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account

of negligence or default of the Allottee/s in this behalf, the Allottee shall be liable for the consequences of the breach;

- (iii) To carry out at his/her own cost all internal repairs to the said Apartment and maintain it in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority and/or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
- (iv) Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour, scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Apartment without the prior written permission of the Promoter and / or the Society;
- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- (vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the

compound or any portion of the said building in which the Apartment is situated;

- (vii) Pay to the Promoter within fifteen days of demand by the Promoter, his/her share of security deposit demanded by the concerned local authority or Government or give water, electricity or any other service connection to the building in which the Apartment is situated;
- (viii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee/s to any purposes other than for purpose for which it is sold;
- (ix) The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up and only if the Allottee/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s has intimated in writing to the Promoter and obtained the written consent of the Promoter for such transfer, assign or part with the interest etc;
- (x) The Allottee/s shall observe and perform all the rules and regulations which the society/company/condominium or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time or protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society/Apex Body-Federation regarding the occupation and use of the Apartment and shall pay and contribute regularly and

punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement;

- (xi) Till a conveyance of the building in which Apartment is situated is executed in favour of the society/company/condominium, the Allottee shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Apartment and the building or any part thereof to view and examine the state and condition thereof;
- (xii) The Allottee/s shall use the said Apartment or any part thereof or permit the same to be used only for the purpose for which the same has been allotted;
- (xiii) In the event any development charges or betterment charges or premium, taxes, rates, security deposit or fire cess, deposit for the purpose of obtaining water connection, service tax or any other tax or any other levy becomes payable by the Promoter, the Allottee/s hereby agree/s to reimburse the same to the Promoter in proportion to the area of Apartment etc., agreed to be purchased by him/her/them and in determining such amount, the decision of the Promoter shall be conclusive and binding upon the Allottee/s.
- (xiv) In case Reliance Energy Ltd., or any competent authority requires/demands construction of sub-station before supplying necessary electricity or domestic load to the proposed building, the cost, charges and expenses thereof shall be borne and paid by all the Allottee/s in proportion to the area of their respective Apartment agreed to be acquired by him/her/them.
- (xv) Till deed of conveyance of the owners' Larger Property on which the said building in which Apartment is situated, is executed in favour of the Apex Body or Federation, the Allottee/s shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the owners' Larger Property or

any part thereof to view and examine the state and condition thereof.

(xvi) Not to put up any hoardings, neon signs, display boards or otherwise any advertising material in part of the said Building whether inside or outside or in the compound, save and except in the said Apartment or at the entrance of the said Apartment.

46. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as advance or deposit, sums received on account of the share capital for the formation of the society/company/condominium or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

47. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in Law, of the said Apartment or of the said property and building or any part thereof. The Allottee/s shall have no claim, save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the society/company/condominium and until the owners' property is transferred to the Apex Body/Federation as hereinbefore mentioned.

48. This Agreement, along with its Schedules, constitutes the entire Agreement between the parties with respect to the subject matter hereof and superseded any and all understandings, any other Agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regard to the said Apartment.

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

50. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee/s of the Apartment in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.
51. 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 The 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.
52. Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottee/s in Project Building, the same shall be the proportion which the carpet area of this Apartment bears to the total carpet area of all the Apartments in the said Building.
53. 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.
54. The Advocates and Solicitors of the Promoter shall prepare all deeds, and/or documents inter alia, Conveyance Deed or any other transfer documents to be executed in pursuance of this Agreement.
55. Irrespective of disputes, if any, arising between the Promoter and the Allottee/s and/or such Society, all amounts, contributions and

deposits including amounts payable by the Allottee/s to the Promoter under this Agreement shall always be paid punctually by the Allottee/s to the Promoter and shall not be withheld by the Allottee/s for any reasons whatsoever.

56. The Allottee/s shall sign all papers and documents and do all other acts, deeds and things that the Promoter may require him/her/them to do and execute from time to time, for more effectively enforcing this agreement and/or for safeguarding the interest of all persons acquiring the remaining Apartments in the said building being constructed on the owners' property.

57. Any delay or indulgence shown by the Promoter in enforcing the terms of this agreement or any forbearance or giving of time to Allottee/s shall not be construed as a waiver on the part of the Promoter for any breach or non-compliance of any of the terms and conditions of this agreement by the Allottee/s nor shall the same in any manner prejudice the rights of the Promoter.

58. All notices to be served on the Allottee/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s to his/her address given below and/or at their email;

Address: - **MR.** _____

Email :- _____

59. The Stamp duty and Registration Charges in respect of and incidental to this agreement and all other documents to be executed in pursuance of this agreement and deed of conveyance and/or any other vesting document shall be borne and paid by the Allottee/s alone and the Allottee/s alone will be liable to pay all the interest, penal interest penalty, if any, to be payable to the stamp authorities or any other authorities if any documents including this Agreement is found to be insufficiently or improperly stamped or otherwise.

60. That in case there are joint Allottee/s all communications shall be sent by the Promoter to the Allottee/s whose name appears first and

at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee/s.

61. That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Laws of India for the time being in force and the Courts of Mumbai will have the jurisdiction for this Agreement.
62. The Allottee/s and/or the Promoter shall present this agreement at the proper registration office for Registration within the time limit prescribed by the Registration Act and admit execution thereof.
63. The Permanent Account Nos. of the parties hereto is as under: -

Name	PAN
Pioneer Housing	AAEFP6272B
Mr. _____	_____
Mrs. _____	_____

Draft

THE FIRST SCHEDULE ABOVE REFERRED TO:
(Description of the Larger Property)

ALL THOSE pieces or parcels of vacant land situate, lying and being at village Nahur, Taluka Kurla, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and in the District of Mumbai Suburban and bearing the following particulars: -

C.T.S. No.	Survey No.	Area as per P.R. Card in Sq. Mtrs.	Area Under Link Road Sq. Mts.	Area in Rly Acquisition Sq. Mts.	Net - Plot Area Sq. Mts.
795	16/2	10927.90	Nil	6709.16	4218.74
795/2	30	7261.60	Nil	5469.76	1791.84
795/3	17	9023.70	Nil	607.05	8416.65
795/4	29	14321.50	Nil	6710.15	7611.35
795/5	22	24684.00	Nil	117.05	24566.95
795/8	23	10647.70	273.00	Nil	10374.70
795/9	21	14068.60	2.75	Nil	14065.85
795/11	26/B	4553.00	863.00	250.28	3439.72
795/12	24/B	205.70	Nil	Nil	205.70
795/13	26/A	9367.10	3325.00	Nil	6024.10
795/14	24/A	13881.70	7092.00	Nil	6789.70
795/16	25	4818.00	Nil	Nil	4818.00
		123760.50	11555.75	19863.45	92341.30

THE SECOND SCHEDULE ABOVE REFERRED TO:

Firstly:- Description of Union of India's property

ALL THOSE pieces or parcels of vacant land situate, lying and being at Village Nahur, Taluka Kurla, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and in the District of Mumbai Suburban and bearing the following particulars:-

C.T.S. No.	Survey No.	Area as per P.R. Card in Sq. Mtrs.	Area Under Link Road Sq. Mts.	Area in Rly Acquisition Sq. Mts.	1/16 Area handed over To Salt Dept. Sq. Mts.	15/16th Owners Area Sq. Mts.
795	16/2	10927.90	Nil	6709.16	Nil	4218.74
795/2	30	7261.60	Nil	5469.76	Nil	1791.84
795/3	17	9023.70	Nil	607.05	837.00	7579.65
795/4	29	14321.50	Nil	6710.15	Nil	7611.35
795/5	22	24684.00	Nil	117.05	147.25	20419.70
795/8	23	10647.70	273.00	Nil	Nil	10374.70
795/9	21	14068.60	2.75	Nil	787.00	13278.85
795/11	26/B	4553.00	863.00	250.28	Nil	3439.72
795/12	24/B	205.70	Nil	Nil	Nil	205.70
795/13	26/A	9367.10	3325.00	Nil	Nil	6042.10
795/14	24/A	13881.70	7092.00	Nil	Nil	6789.70
795/16	25	4818.00	Nil	Nil	Nil	4818.00
		123760.50	11555.75	19863.45	5771.25	86570.05

Secondly:- (Description of owners' property)

ALL THOSE pieces or parcels of vacant land situate, lying and being at Village Nahur, Taluka Kurla, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and in the District of Mumbai Suburban and bearing the following particulars:-

C.T.S. No.	Area as per P.R. Card in Sq. Mts	Area in Railway Sq. Mtrs.	Area in Link Road Sq. Mts.	Net - Plot Plot Area Sq. Mts.
795A	35142.20	----	----	35142.20
795A/1	7303.96	----	----	7303.96
795A/2	6454.20	----	----	6454.20
795A/3	68.20	----	----	68.20
795A/4	2805.50	----	----	2805.50
795A/5	17.10	----	----	17.10
795A/6	3786.10	----	----	3786.10
795A/7	9312.40	----	----	9312.40
795A/8	21891.50	19923.45	----	3722.85
795A/9	1754.80		----	
795A/10	227.70	----	----	227.70
795A/11	447.00	----	----	447.00
795A/12	4386.40	----	----	4386.40
795A/13	4820.50	----	----	4820.50
795A/14	5113.10	----	----	5113.10
795A/15	12635.80	----	12635.80	----
116166.46		19923.45	12635.80	83607.21

THIRD SCHEDULE ABOVE REFERRED TO:

(DESCRIPTION OF SAID PROPERTY)

All that piece and parcel of land bearing Sub Plot No. A, admeasuring about 35,142.20 sq. mtrs. and shown and surrounded by the Blue coloured boundary line area to the plan marked and annexed hereto as Annexure "A", forming the part of the owners' property more particularly described Secondly in the Second Schedule hereinabove referred to.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

Details of Apartment: -

An Apartment: -

Apartment bearing No. _____, on _____ **floor**, admeasuring approximately _____ **sq. ft.** in carpet area (equivalent to _____ sq. mtrs. in carpet area), of Building No. "**B1**", **Wing A** known as "**SANINO**", and **Wing B** known as "**SILVINO**", in the Project "**SENROOFS**" on sub plot A on the land bearing C.T.S No. 795A, Village Nahur, Taluka Kurla, within the registration district and sub district of Mumbai City and Mumbai suburban, more particularly shown and surrounded by Red colored hatched lines, is delineated on the Plan annexed hereto as Annexure "F",

Car Parking: -

_____ car parking space/s to be allotted in Stilt / First / Second level of podium.

IN WITNESS WHEREOF the parties hereto have executed these presents and the duplicate hereof, the day and year first hereinabove mentioned.

Signed sealed and delivered by the)
Within named “**Promoter**”) **M/s. PIONEER HOUSING**
M/s. PIONEER HOUSING)
Through its Authorized Partner)
MR. _____) **PARTNER**
in the presence of)

Signed and delivered by the)
within named “**Allottee/s**”)
1) _____)
2) _____)
3) _____)
4) _____)
in the presence of)

List of Annexures: -

Annexure 'A'

Block Plan of Larger Property in red colored boundary line area

Annexure 'B'

photocopy of extract of property card bearing CTS No. 795A to 795A/1 to 795A/15.

Annexure 'C and C-1'

Copy of Title Certificate

Annexure 'D'

Copy of IOD

Annexure 'E'

Copy of Commencement Certificate



Annexure 'F'

Floor plan of Apartment shown and surrounded by Red colour hatched lines.



Annexure 'G'

Amenities provided in the said apartment and in the said building.

ANNEXURE “G”

THE FIFTH SCHEDULE ABOVE REFERRED TO:

Amenity to be provided in the Apartment/Building

In Apartment:

Common Features

1. Building designed to resist seismic forces
2. Double height entrance lobby exquisitely designed in Italian marble and granite
3. Reputed / ultra-modern high – speed elevators
4. Modern Security system with CCTV in security cabin and intercoms in each flat
5. Designer Number plate for each flat and entrance lobby
6. Generator back – up for all essential services elevators staircase lobby and common area.
7. First aid kit
8. Heavy section sliding windows / Openable Windows.
9. Concealed copper Wiring with adequate electrical points for television, internet Cable, Telephone etc.
10. High quality modular switches from reputed brand
11. Veneer / laminated finished grand entrance door with Biometric door locks & MAVDP's
12. Laminated Flush door for all rooms with necessary fittings.
13. Gypsum finished walls with decorative cornice in Living room Ceiling

Kitchen

1. Granite Kitchen Platform with S.S. Sink & Service Platform
2. Concealed Piping (CPVC)
3. Additional electrical points for Microwave, Mixer, Water Purifier, Toaster etc.
4. Exhaust Fan

Toilets/ Bathrooms

1. Designer toilet with counter top wash basin
2. Concealed plumbing
3. Designer Sanitary Ware
4. Overhead Shower
5. Spout and Mixer
6. Concealed copper wiring
7. Decorative water proof door with quality fittings
8. Designer tiles dado up to door height.
9. Exhaust Fan

ANNEXURE “G”

List of General Amenities in the Complex

1. Party Lawn with Landscaped Garden
2. Senior Citizen's Corner
3. Lounge
4. Mini Theater
5. Multi-level Parking
6. Squash Court
7. Badminton Court
8. Club House with Gymnasium and Cafeteria
9. Swimming Pool
10. Toddler's Pool
11. Car Washing Facility
12. Jogging Track & Paved Walkways
13. Children's Pavilion & Play Area
14. Rain Water Collecting Tank
15. Toilets for Domestic help and Drivers
16. Decorative Compound Wall
17. Energy Efficient Fittings and Fixtures for surround lighting
18. Fire Protection System for each Floor and Common Areas as per CFO norms.

RECEIPT

Received from the Purchaser Mr. _____
_____ a sum of Rs. _____/- (Rupees _____
_____Only) by cheque No. _____ dated
_____ drawn on _____ to
be paid by him/her/them as and by way of part consideration in terms
hereof.

Rs. _____/-

We say received
For **M/S. PIONEER HOUSING**

•

PARTNER
(Promoter)

Witness:

1.

2.

Dated this _____ day of _____ 20____

Between
M/S. PIONEER HOUSING
...Promoter

And

Mr./Mrs./M/s._____
...Allottee/s

Draft Without