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Ward No. :  
Village : Kohoj Khuntawali  
Flat Area : \_\_\_\_\_ Sq. Metres carpet  
Actual Value : Rs. \_\_\_\_\_  
Market Value : Rs. \_\_\_\_\_

**AGREEMENT FOR SALE**  
THIS AGREEMENT MADE AT AMBERNATH  
ON THIS \_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_  
B E T W E E N

M/s. **Mohan Lifespaces LLP**, a Limited Liability Partnership firm, registered under Limited Liability Partnership Act, 2008, having its office at - G-1, Ground Floor, Mohan Plaza, Near Mohan Pride, Wayale Nagar, Kalyan (W), Dist. Thane, through its partner \_\_\_\_\_ hereinafter called and referred to as the **Promoters** (which expression shall unless it be repugnant to the context or meaning thereof mean and include the partners constituting the said firm, their heirs, legal representatives, executors and administrator) being the Party of the First Part.

A N D

aged about \_\_\_\_\_ years, occupation \_\_\_\_\_  
residing at \_\_\_\_\_

hereinafter called and referred to as the **Purchaser** (which expression shall unless it be repugnant to the context or meaning thereof mean and include his / her heirs, executors, administrators and assigns) being the Party of the Second Part;

**AND rWHEREAS** Shri Raghunath Laxman Navare and others are the owner of all those pieces and parcels of land lying, being and situate at village Kohojkhuntavali, Taluka Ambernath, District Thane, bearing

Survey No.	Hissa No.	Area (H-R-P)
178	-	0-02-0
39	2	4-46-0
36	15	0-00-8
37	-	0-95-1
	Total →	5-43-9

which is hereinafter called and referred to as the **“Property No.I”**.

**AND WHEREAS** the above said owners by and under agreement for development dated 27.12.1994 agreed to grant the development rights in respect of the said Property No.I to M/s. Dalipsingh Associates through its proprietor Shri Dalipsingh Harditsingh Bali at and for the price/consideration and on the terms and conditions therein contained and in pursuance thereof have also granted the Power of Attorney in favour of M/s. Dalipsingh Associates on 27.12.1994.

**AND WHEREAS** further by and under the tripartite development agreement dated 25.04.2007 registered at the office Sub-Registrar of Assurances at Ulhasnagar-3 under Serial No.1602/2007 the above said owners as well as the said M/s. Dalipsingh Harditsingh Bali assigned and transferred the development rights in respect of the said Property No.I to M/s. Concrete Lifestyle & Infrastructure, a partnership firm at and for the price / consideration and on the terms and conditions therein contained;

**AND WHEREAS** further by and under the Agreement for Assignment for Sale dated 08.08.2010 registered at the office at the Sub-Registrar of Assurances at Ulhasnagar-3 under Serial No. 4013/2010 on 11.08.2010, made and executed between Shri Raghunath Laxman Navare and others represented by M/s. Concrete Lifestyle & Infrastructure as the Owners, M/s. Concrete Lifestyle & Infrastructure as the Assignors and the Promoters herein formerly known as M/s. M2 Realtors L.L.P. as the Purchaser/Developers, the Promoters herein acquired the said Property No.I at and for the price/consideration and on the terms and conditions therein contained and in pursuance thereof have also granted the power of attorney in favour of the Promoters and the same is registered at the office of Sub-Registrar of Assurances at Ulhasnagar-3 under Serial No. 4014/2010.

**AND WHEREAS** the properties acquired by M/s M2 Realtors LLP stood vested in the name and style as M/s Mohan Lifespaces LLP under the Deed of Limited Liability Partnership dated 10.12.2010 as evidence by certificate of incorporation issued by Assistant Registrar under the provisions of Limited Liability Partnership Act bearing LLP identity No.AAA-3055/ 2010 dated 09.12.2010 in the name and style as M/s. Mohan Lifespaces LLP.

**AND WHEREAS** by and under the order passed under section 8(4) of the Urban Land (Ceiling and Regulation) Act, 1976, the said property is declared as surplus land and the necessary exemption for availing construction on the above land is granted by the Dy. Collector & Competent Authority, Ulhasnagar Urban Agglomeration, Thane under order bearing No. U/No/SSS-ULN-1087/(22/D-XV) dated 19.06.1990.

**AND WHEREAS** the Dy. Collector & Competent Authority, Ulhasnagar Urban Agglomeration, Thane under the provisions of the Urban Land (Ceiling and Regulation) Act, 1976 have issued notifications under sections 10(1) and 10(3) of the said Act and Owners through their Constituted Attorney therefore filed a Writ Petition No. 9266 of 2007 before the Hon'ble Court inter-alia challenging the said notifications and letter dated 16th November, 2007 and the Hon'ble Court by its Order dated 11th June 2008 allowed the said Petition and declared the said Notification as invalid;

**AND WHEREAS** in spite of the said Order dated 11th June, 2008, the Dy. Collector & Competent Authority starting raising illegal demands under their letter dated 16th November, 2007 and issued the letter dated 11th February 2009 and 18th June 2009 and in pursuance thereof, the Owners raised their objections by their letter dated 19th June, 2009 inter-alia on the ground that the Principal Act in its application to the State of Maharashtra is repealed and the State of Maharashtra and the Deputy Collector and Competent Authority, Ulhasnagar Urban Agglomeration have no powers to stop the development and / or levy any penalty or recovery thereof;

**AND WHEREAS** being aggrieved and dissatisfied with the letters dated 11th February 2009 and 18th June, 2009, the Owners through their Constituted Attorney filed a Writ Petition being No. 6300 of 2009 in the High Court of Judicature at Bombay, Civil Appellate Jurisdiction for quashing and setting aside the said two letters on the grounds therein inter-alia provide and sought writ of Mandamus

or a writ in the nature of Mandamus or any other appropriate writ, order or direction against The State of Maharashtra, The Deputy Collector and Competent Authority, Ulhasnagar Urban Agglomeration, The Chief Executive Officer, Ambernath Municipal Council and the Sub-Registrar of Assurances.

**AND WHEREAS** in the said Petition, the Court under its order dated 30th July, 2009 directed the Petition to deposit the amount within a period of eight weeks from the date thereof and the Owners were granted the interim relief in terms of prayer clause (d) and (e) of the Petition and further the said Petition was disposed off on 08.07.2010.

**AND WHEREAS** in pursuance thereof the Promoters followed the necessary procedure under law and Chief Secretary, Urban Development has granted the necessary extension under the Order bearing No. Appeal/2009/Case No.198/ULC 3 dated 03.11.2010 on the terms and conditions therein contained.

**AND WHEREAS** Smt. Saraswati Gajanan Patil and others are the Owners of piece and parcel of land lying, being and situate at village Kohojkhuntavali, Taluka Ambernath, District Thane, bearing

<b>Survey No.</b>	<b>Hissa No.</b>	<b>Area (sq.mtrs)</b>
25	10	400
25	11	250
25	13	1200
	<b>Total →</b>	<b>1850</b>

within the limits of Ambernath Municipal Council hereinafter called and referred to as the **Property No.II** and by and under Agreement dated 04.10.2011, Power of Attorney dated 04.10.2011 registered at the office at the Sub-Registrar of Assurances at Ulhasnagar-3 under Serial No. 4984/2011, 4985/2011, the Promoters herein namely M/s. Mohan Lifespaces LLP are entitled to develop the said property No.II.

**AND WHEREAS** by and under Deed of Conveyance dated 11.10.2010 registered at the office at the Sub-Registrar of Assurances at Ulhasnagar-3 under Serial No. 4010/2010 on 11.10.2010, made and executed between Shri Raghunath Laxman Navare and others as the Owners and the Promoters herein namely M/s. Mohan Lifespaces LLP previously known as the M/s. M2 Realtors L.L.P. as the Purchaser, the Promoters herein acquired all that piece and parcel of land lying, being and situate at village Kohojkhuntavali, Taluka Ambernath, District Thane, bearing

<b>Survey No.</b>	<b>Hissa No.</b>	<b>Area (sq.mtrs)</b>
25	12	2730

within the limits of Ambernath Municipal Council hereinafter called and referred to as the **Property No.III** and said property No.III stand mutated in the name of the Promoters as evidenced by mutation entry No. 2045 dated 22.12.2010.

**AND WHEREAS** by and under the Agreement for Sale dated 13.08.2010 registered at the office at the Sub-Registrar of Assurances at Ulhasnagar-3 under Serial No. 3378/2010 on 23.08.2010, made

and executed between Shri Bharat Narayan Patil (Rasal) and others as the Vendors, Shri Pradeep Nana Patil (Rasal) as the Assignors/Confirming Party and the Promoters herein formerly known as M/s. M2 Realtors L.L.P. as the Purchaser/Developers, the Promoters herein acquired all those pieces and parcels of land lying, being and situate at village Kohojkhuntavali, Taluka Ambernath, District Thane, bearing

Survey No.	Hissa No.	Area (sq.mtrs)
35	2	100
36	3	6830
	<b>Total →</b>	<b>6930</b>

at and for the price/consideration and on the terms and conditions therein contained and in pursuance thereof have also granted the power of attorney in favour of the Promoters and the same is registered at the office of Sub-Registrar of Assurances at Ulhasnagar-3 under Serial No. 3379/2010 which is hereinafter called and referred to as the **“Property No.IV”**.

**AND WHEREAS** by and under the Agreement for Sale dated 12.09.2012 registered at the office at the Sub-Registrar of Assurances at Ulhasnagar-3 under Serial No. 4718/2012 on 12.09.2012, made and executed between Shri Ananta Shankar Patil and others as the Vendors and the Promoters herein as the Purchaser/Developers, the Promoters herein acquired all those pieces and parcels of land lying, being and situate at village Kohojkhuntavali, Taluka Ambernath, District Thane, bearing

Survey No.	Hissa No.	Area (sq.mtrs)
36	4	230
36	5	630
	<b>Total →</b>	<b>860</b>

at and for the price/consideration and on the terms and conditions therein contained and in pursuance thereof have also granted the power of attorney in favour of the Promoters and the same is registered at the office of Sub-Registrar of Assurances at Ulhasnagar-3 under Serial No. 4719/2012 which is hereinafter called and referred to as the **“Property No.V”**.

**AND WHEREAS** by and under the Agreement for Sale dated 11.10.2010 registered at the office at the Sub-Registrar of Assurances at Ulhasnagar-3 under Serial No. 4011/2010 on 11.10.2010, made and executed between Shri Nirmala Nana Patil and others as the Vendors/Owners, M/s. Concrete Lifestyle & Infrastructure as the Assignors and the Promoters herein formerly known as M/s. M2 Realtors L.L.P. as the Purchaser/Developers, the Promoters herein acquired all those pieces and parcels of land lying, being and situate at village Kohojkhuntavali, Taluka Ambernath, District Thane, bearing

Survey No.	Hissa No.	Area (sq.mtrs)
36	6	380
36	7	50



36	8	20
36	9	1260
36	10	1850
36	11	510
36	12	380
36	13	760
36	14	400
	<b>Total →</b>	<b>5610</b>

at and for the price/consideration and on the terms and conditions therein contained and in pursuance thereof have also granted the power of attorney in favour of the Promoters and the same is registered at the office of Sub-Registrar of Assurances at Ulhasnagar-3 under Serial No.4012/2010 which is hereinafter called and referred to as the **“Property No.VI”**.

**AND WHEREAS** by and under the Agreement for Sale dated 24.12.2010 registered at the office at the Sub-Registrar of Assurances at Ulhasnagar-3 under Serial No. 5310/2010 on 24.12.2010, made and executed between Smt. Leelabai Natha Patil and others as the Vendors and the Promoters herein as the Purchaser/Developers, the Promoters herein acquired all that piece and parcel of land lying, being and situate at village Kohojkhuntavali, Taluka Ambernath, District Thane, bearing

<b>Survey No.</b>	<b>Hissa No.</b>	<b>Area (sq.mtrs)</b>
36	16(pt)	3050 out of 3650

at and for the price/consideration and on the terms and conditions therein contained and in pursuance thereof have also granted the power of attorney in favour of the Promoters and the same is registered at the office of Sub-Registrar of Assurances at Ulhasnagar-3 under Serial No. 5311/2010 which is hereinafter called and referred to as the **“Property No.VII”**.

**AND WHEREAS** in pursuance to the rights and authorities conferred upon the Promoters by and under the virtue of the above referred agreement as well as the orders passed in the above petitions and subject to the final outcome thereof, the Promoters herein has submitted the plans for sanction in respect of the pieces and parcel of land bearing

<b>Survey No.</b>	<b>Hissa No.</b>	<b>Area (sq.mtrs)</b>
178	-	200
39	2	44600
36	15	80
37	-	9510
25	10	400
25	11	250

along with other adjacent properties with an intention to carry out the scheme of construction by amalgamating all those pieces and parcels of land along with other lands and to have a larger scheme of construction and accordingly got the building plans approved from the Ambernath Municipal Council under building commencement

certificate bearing No. ANP / NRV / BP / 12-13 / 1060 / 2207-96 dated 14.01.2013 in respect of the properties therein mentioned and further the pieces and parcels of land on which the building permission is granted stood converted to non-agricultural use under the order granted by the Collector Thane bearing No. Mahsul / Kaksha -1 / T-14 / NAP /SR / (22/2013) / 90 dated 29.05.2013 and have commenced the constructed work thereon.

**AND WHEREAS** the Promoters have followed the requisite procedure and obtained revised Building commencement certificate from the Ambarnath Municipal Council under No. ANP / NRV / BP / 15-16 / 366/8542-52 dated 02.07.2015 which permits the construction on the land denoted by Plot No. "A" comprising of :

Survey No.	Hissa No.	Area (H-R-P)
178	-	200
39	2	44600
36	15	80
37	-	9510
25	10	400
25	11	560
25	13	1200
25	12	2730
35	2	100
36	3	6830
36	4	230
36	5	630
36	6	380
36	7	50
36	8	20
36	9	1260
36	10	1850
36	11	510
36	12	380
36	13	760
36	14	400
36	16(pt)	3050

**AND WHEREAS** in the said scheme of construction known as "Mohan Suburbia", as per the sanction plans and permissions the following buildings are proposed.

**AND WHEREAS** the Promoters have followed the requisite procedure and obtained further revised Building commencement certificate from the Ambarnath Municipal Council under No. ANP / NRV / BP / 2020-21 / 187/9057/05 dated 17.06.2020.

**AND WHEREAS** the Promoters have followed the requisite procedure and obtained revised Building commencement certificate from the Ambarnath Municipal Council under No. ANP / NRV / BP / 2022-23 / 1067/9378/70 dated 23.11.2022.

**AND WHEREAS** as per the above building permissions the Promoter is entitled to construct the buildings therein mentioned along with Club House and Gymnasium and also there is a provision of open spaces.

**AND WHEREAS** as recited hereinabove the Promoter is entitled to carry out the construction work on the net land after deducting the areas affected by DP Road, Reservation Site No. 43 (Play Ground) Reservation Site No. 44 (Vegetable Market) Reservation Site No. 45 (Primary School), Reservation Site No. 46 (Dispensary).

**AND WHEREAS** out of the abovesaid land and area admeasuring 1700 sq. metres comprised in Survey No. 36/3, 36/10 and 36/13 is used, utilised by the Promoter for construction of separate building under the Accommodation Reservation Policy.

**AND WHEREAS** the Promoters have further intended to get the said plans and specification revised, renewed and altered for consumption of remaining floor space index, transfer of development rights, staircase FSI and all other permissible to be used and utilized on the said property as may be granted by the Ambarnath Municipal Council from time to time and further the Promoters have given the clear inspection of the plans and specifications to the Purchasers herein as regards the existing sanctioned buildings and the further proposed buildings to be constructed on the said property.

**AND WHEREAS** the Promoter has clearly brought to the notice and knowledge of the Purchaser and have disclosed that there is a club house and gymnasium in the said scheme of construction and the same also comprises of proposed future development, expansion as shown in the plan annexed hereto further the Promoter has also brought to the notice and knowledge of the Purchaser and have disclosed that they will be acquiring the adjacent properties and during the course of construction will be amalgamating the present scheme of construction with the adjacent lands and in such event, the Promoter will change / shift the location of the club house, garden and other recreational facilities and further that such club house and other recreational facilities will be used, utilized, availed and shared by the intending purchasers of the buildings to be constructed on the said property along with the other amalgamated properties and the Promoter has also annexed the copy of the such proposed plan showing the proposed future expansion, development and amalgamation of the adjacent plots in the said scheme of construction.

**AND WHEREAS** the Promoter declares that the above referred agreements permissions and sanctions are still, subsisting and completely in force;

**AND WHEREAS** as per the above recited agreements and permissions, the Promoter is entitled to develop the said property and carry out the construction of the proposed building at their own costs and expenses and to dispose of the residential flats / units constructed in the building on ownership basis and to enter into agreements with the purchaser and to receive the sale price in respect thereof and upon such disposal of the flats / shops / office / units to convey the said land together with the building constructed thereon in favour of the cooperative housing society of all those several persons acquiring the respective flats / shops / units;

**AND WHEREAS** the Promoters are entitled and enjoined upon to construct buildings on the said property in accordance with the recitals, disclosures, further expansions and future development as mentioned hereinabove which is clearly and elaborately brought to the notice and knowledge of the Purchaser by way of suitable and appropriate disclosures.

**AND WHEREAS** relying upon the above recitals and disclosures and the scope of further and future development being understood by the Purchaser to which the Purchaser has granted his/ her consent, the Purchaser is offered a flat / shop / office / unit bearing No. \_\_\_\_\_ on \_\_\_\_\_ floor, admeasuring \_\_\_\_\_ sq.mt. carpet area in \_\_\_\_\_ wing of Building Type. \_\_\_\_\_ in Phase – \_\_\_\_\_ Known as ‘\_\_\_\_\_,’ in the scheme of construction known as **Mohan Suburbia** (herein



after referred to as the said “premises”) being constructed on the said property.

**AND WHEREAS** the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

**AND WHEREAS** the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

**AND WHEREAS** the Promoter has agreed that in permitted time period the Promoter will register the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority Registration No.\_\_\_\_\_.

**AND WHEREAS** on demand from the Purchaser, the Promoter has given inspection to the Purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

**AND WHEREAS** the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Premises are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively.

**AND WHEREAS** the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C.

**AND WHEREAS** the authenticated copies of the plans and specifications of the Premises agreed to be purchased by the Purchaser, as sanctioned and approved by the local authority have been annexed and marked as Annexure D.

**AND WHEREAS** the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building and the said fact of such stage of progress of construction work, building wise, phase wise completion is also disclosed and brought to the notice and knowledge of the Purchaser herein.

**AND WHEREAS** while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the

said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

**AND WHEREAS** the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

**AND WHEREAS** the Purchaser has applied to the Promoter for allotment of Flat / Shop / Office / Unit bearing No. \_\_\_\_ on \_\_\_\_ floor in wing \_\_\_\_ of Building Type. \_\_\_\_ in Phase - \_\_\_\_ Known as '\_\_\_\_' being constructed on the said property described in the Schedule hereunder written being the said premises known as **Mohan Suburbia**.

**AND WHEREAS** the carpet area of the said premises is \_\_\_\_ square meters and "carpet area" means the net usable floor area of the said premises, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Premises for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Premises for exclusive use of the Purchaser but includes the area covered by the internal partition walls of the premises.

**AND WHEREAS**, the parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

**AND WHEREAS**, prior to the execution of these presents the Purchaser has paid to the Promoter a sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_)

\_\_\_\_\_) only, being part payment of the sale consideration of the premises agreed to be sold by the Promoter to the Purchaser as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Purchaser has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

**AND WHEREAS**, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Premises with the Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Purchaser hereby agrees to purchase the said premises.

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

1. The Promoter shall construct the said building/s presently as per the sanctioned plans and permissions on the said property described in the Schedule hereunder written in accordance with the plans, designs and specifications as approved by the concerned local authority from

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

1(a) The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser, the premises being flat / unit bearing No.\_\_\_\_\_ on \_\_\_\_\_ floor, admeasuring \_\_\_\_\_ sq.mt. carpet area in \_\_\_\_\_ wing of Building Type. \_\_\_\_\_ in Phase – \_\_\_\_\_ Known as ‘\_\_\_\_\_’ in the scheme of construction known as **Mohan Suburbia** (herein after referred to as the said “premises”) being constructed on the said property described in the Schedule hereunder written as shown in the Floor plan thereof hereto annexed and marked Annexure D for the price / consideration of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

1(b) The Purchaser agrees to pay the above consideration in the following manner;

Schedule of payment	Percentage of payment
On Booking	5%
On Execution of Agreement for Sale	5%
Payment within 15 days from the date of Registration	20%
On Completion of Plinth	15%
On Completion of 1st Slab Work	4%
On Completion of 3rd Slab Work	4%
On Completion of 5th Slab Work	4%
On Completion of 7th Slab Work	4%
On Completion of 9th Slab Work	4%
On Completion of 11th Slab Work	4%
On Completion of 13th Slab Work	4%
On Completion of 15th Slab Work	4%
On Completion of 17th Slab Work	4%
On Completion of 18th Slab Work	4%
On Completion of Brick Work	5%
On Completion of Plastering Work	5%
On Offering Possession	5%
<b>Total</b>	<b>100%</b>

1(c) The Total Price above excludes all Property Taxes, Goods and Services Tax, Land Revenue, Non Agricultural Taxes, Other Taxes (Municipal/State/Federal) and/or other statutory duties (as and when applicable), levies, cesses, charges, deposits, premiums, duties imposed by the statutory authorities, stamp duty, registration charges, maintenance charges, layout maintenance charges, club house and

other outgoings by any other name in respect of and applicable to the said property, project, building, flat existing on or imposed after the date of the Purchasers Application for Allotment / Request for Allotment, whether payable now and/or in future and / or those which is / are sub-judice, including interest and penalties thereon, including those which may become enforceable retrospectively and computed as per laws/rules/regulations, and shall be to the account and liability of and borne and paid by the Purchaser alone, without any delay/protest, including if such amounts are proposed to be deposited by the Promoter in fixed deposits, if such claims are sub-judice.

1(d) 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 Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/ regulation published/ issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

1(e) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser by discounting such early payments @ 6% per annum for the period by which the respective installment has been pre-pone. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser by the Promoter.

1(f) The Promoter shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three per cent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Purchaser 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 Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Promoter shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1 of this Agreement.

1(g) The Purchaser authorizes the Promoter to adjust/ appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

2.1. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over



possession of the Premises to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Premises.

2.2. Time is essence for the Promoter as well as the Purchaser. The Promoter shall abide by the time schedule for completing the project and handing over the said premises to the Purchaser and the common areas to the association of the Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be.

Similarly, the Purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 herein above. ("Payment Plan").

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

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

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

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



breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall deduct an amount as per the provisions of MahaRera and shall refund the balance amount after getting fresh booking with respect to such Flat.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular details to be provided by the Promoter in the said building and the Premises as are set out in Annexure 'E', annexed hereto.

6. The Promoter shall give possession of the said premises to the Purchaser on or before \_\_\_\_ day of \_\_\_\_\_ 20\_\_ with an extension in time thereof for six months or so. If the Promoter fails or neglects to give possession of the Premises to the Purchaser on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Purchaser the amounts already received by him in respect of the Premises with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

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

7.1 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate/Completion Certificate from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the said premises to the Purchaser 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 said premises to the Purchaser. The Promoter agrees and undertakes to indemnify the Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Purchaser agree(s) to pay the maintenance charges as determined by the Promoter or association of Purchaser s, as the case may be. The Promoter on its behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the occupancy certificate/completion certificate of the Project.

7.2 The Purchaser shall take possession of the said premises within 15 days of the written notice from the Promoter to the Purchaser intimating that the said Premises are ready for use and occupancy:

7.3 Failure of Purchaser to take Possession of Said Premises from the Promoter: Upon receiving a written intimation from the Promoter as per clause 7.1, the Purchaser shall take possession of the said premises

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 said premises to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 7.1 such Purchaser shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the said premises to the Purchaser, the Purchaser brings to the notice of the Promoter any structural defect in the Premises or the building in which the Premises are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided after receiving of the flats from the Promoter, any damage due to wear and tear of whatsoever nature caused thereto, the Promoter shall not be responsible for the cost of re-instating and repairing such damages caused by the Purchaser and the Purchaser alone shall alone liable to rectify and re-instate the same at his own costs. Provided further however, that the Purchaser shall not carry out any alterations of the whatsoever nature in the said premises of phase wing and specific the structure of the said unit/ wing/ phase of the said building which shall include but not limit to column, beams, etc., or in the fittings, therein, in particular it is hereby agreed that the Purchaser shall not make any alteration in any of the fittings, pipes, water supply connections or any creation or alteration in the bathroom, toilet and kitchen which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing.

7.5 THE Promoter hereby agrees that they shall make out clear and marketable title before handing over the possession of the premises to the Purchaser and in any event before the execution of the Conveyance of the said property in favour of a Corporate Body to be formed by the purchasers of the Flats / Shops / Other Unit in the building to be constructed on the said property and ensure that the said property is free from all encumbrances and that the Promoter has absolute, clear and marketable title to the said property so as to enable him to convey to the said Society such absolute, clear and marketable title on the execution of a conveyance of the said property by the Promoters in favour of the said Society.

8. The Purchaser shall use the said premises or any part thereof or permit the same to be used only for purpose of which it is sanctioned and approved by the municipal authorities. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Purchaser along with other Purchaser(s) of premises in the building shall join in forming and registering the Cooperative Housing Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and

duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Purchaser, so as to enable the Promoter to register the common organisation of Purchaser. No objection shall be taken by the Purchaser if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. The Promoter shall take into consideration the factual aspect as regards the administration, management of day to day affairs of the constructed and completed building and shall form a time frame policy for formation and registration of the cooperative housing society or association or limited and till such time shall call upon the purchasers who have acquired the flats to form an ad-hoc committee for carrying out the day to day administration and management of the said building in which the said premises is situated and shall render their sincere and utmost cooperation to such ad-hoc committee till the formation and registration of the society or association or limited company.

9.1. The Promoter after formation and registration of such ad-hoc committee, its administration and management and with the cooperation and support of the purchasers in the building/s shall form and register the cooperative housing society or association or limited company and within three months of such registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Owners in the said structure of the Building or wing in which the said premises is situated and further the Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Owners in the project land on which the building with multiple wings or buildings are constructed.

It is clearly brought to the notice and knowledge of the Purchaser herein that such formation of cooperative housing society or association or limited company and further its transfer of the building and the land underneath it shall always be executed by reserving the overall right, title, interest, possession, increases and incentives in future floor space index and proposed expansion in the scheme of construction as well tangible and intangible benefits, privileges, advantages accrued or to be accrued to the Promoter herein in the entire scheme of construction and such stipulations, covenants, rights and interest shall form an integral part of such transfer and assignment. It is further clearly brought to the notice and knowledge of the Purchaser herein that such transfer and assignment shall not prejudice or cause any hardship, obstruction and hindrance to the Promoter in exercising all the right, title, interest, powers and authorities vested in them in respect of the said entire property, the future course of construction, along with increases, incentives in use, utilization, consumption of the floor space index as may be permitted by the municipal and planning authorities in respect of the entire property and every part thereof as well as their absolute right to sell such additional flats and units to any intending purchaser, enter into agreement, receive and appropriate the sale proceeds thereof and to nominate such purchaser to the membership of the existing cooperative housing society or association or limited company as the case may be without any recourse and consideration to the Purchaser,

the cooperative housing society or association of limited company as the case may be. It is clearly agreed and assured by the Purchaser that the Purchaser is aware of the said contents and fact thereof and in confirmation thereof has granted his express and irrevocable consent for the same.

9.2. Within 15 days after notice in writing is given by the Promoter to the Purchaser that the Premises is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Premises) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Purchaser shall pay to the Promoter such proportionate share of outgoings as may be determined in advance for 24 months. The amounts so paid by the Purchaser to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

10. The Purchaser shall to the Promoters on or before delivery of possession of the said premises or on demand -

- i) requisite amounts to the Promoters on demand and/or prior to taking the possession of the said flat towards legal charges, entrance fees and share capital, society formation charges, Water connection charges, grill charges, MSEB meter and deposit charges, solar charges, balcony enclosing charges and other incidental expenses thereto.
- ii) requisite amount and charges on account of service tax, goods and services tax, value added tax, stamp duty and registration charges and any other taxes and levies as may be imposed by the concerned government and semi-government authorities.
- iii) the provisional outgoings for municipal taxes, water bill, bore-well common electric expenses if any (24 months contribution in advance is to be paid at the time of possession) as well as requisite lift charges and proportionate expenses thereto and also the service tax and value added tax as imposed by the Government or Semi Government authorities.
- iv) the grill charges, electric meter and deposit charges as well as proportionate share for transformer installation and its equipments and accessories thereto.

11. The Purchaser shall pay the requisite costs for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.



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

**13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

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

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. Except the creation of charge and mortgage there are no other encumbrances upon the project land or the Project;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said premises which will, in any manner, affect the rights of Purchaser under this Agreement;



viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said premises to the Purchaser in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the Association of Purchasers the Promoter shall handover lawful, vacant, peaceful, physical possession of the common area soft he Structure to the Association of the Purchasers;

x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

14. The Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Premises may come, hereby covenants with the Promoter as follows:-

i. It is expressly agreed by the Purchaser that the right of the Purchaser/s under this Agreement is only restricted to the said Flat/ Premises agreed to be sold by the Promoter to the Purchaser/s and all other premises shall be the sole property of the Promoter and the Promoter shall be entitled to sell, deal or dispose of the same without any reference or recourse or concurrence from the Purchaser/s in any manner whatsoever to any third party.

ii. To maintain the said premises the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Premises is taken and shall not do or suffer to be done anything in or to the building in which the Premises 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 Premises is situated and the Premises itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the said premises 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 Premises 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 said premises is situated, including entrances of the building in which the said premises is situated and in case any damage is caused to the building in which the said premises is situated or the Premises on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Premises and maintain the Premises in the same condition, state and

order in which it was delivered by the Promoter to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Premises is situated or the Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser 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 Premises 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 Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Premises is situated and shall keep the portion, sewers, drains and pipes in the Premises 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 Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Premises without the prior written permission of the Promoter and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Premises 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 Premises in the compound or any portion of the project land and the building in which the Premises is situated.

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Premises 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 Premises by the Purchaser for any purposes other than for purpose for which it is sold.

ix. The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Premises until all the dues payable by the Purchaser to the Promoter under this Agreement are fully paid up and necessary intimation is provided to the Promoter and no objection therefor is sought by the purchaser from the Promoter for such transfer and assignment.

x. The Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Premises 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 Purchaser shall also observe

and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. Till a conveyance of the structure of the building in which Premises is situated is executed in favour of Society/Limited Society, the Purchaser shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the Project land on which the building in which Premises is situated is executed in favour of Apex body or Federation, the Purchaser shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Project land or any part thereof to view and examine the state and condition thereof.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or Association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. The Promoters shall be entitled to sell the premises in the said building for the purpose of using the same as bank, dispensaries, nursing homes, maternity homes, coaching classes and for other non-residential purpose and the Purchaser herein along with the other Purchasers shall not raise any objection for such non-residential use of the premises sold by the Promoters to the intending Purchasers.

17. The Purchaser has seen the layout of the proposed building and has agreed and understood the common amenities like common roads, drainage, sewers, water pipe lines, street lights etc., shall be the common property and shall be available for common use by all the buyers of the premises in the said buildings and accordingly the Purchasers of the premises in the said buildings and the different common organisation will have unrestricted right of way in common spaces, roads and laying of pipelines, telephone and electric cables, sewerage and drainage line etc.,

18. THE Purchaser shall be responsible for additional municipal taxes that may be levied by reason of the user of any permitted tenancy or leave and license agreement in respect of the premises allotted to the purchaser.

19. IT is hereby agreed that the Promoters shall be at liberty to amalgamate and / or combine one or more plots of land adjacent to the said land and get the plan of the proposed building/s to be constructed on the land so amalgamated / combined sanctioned from the planning authority and in such event form and get registered cooperative housing society of all the flats purchasers in the said buildings and the Purchaser herein shall not, in any manner object the said right of the promoters. It is further agreed that in such event (purchasers of the adjacent land for the purpose of development) the Promoter shall be at

liberty and / or entitled to grant a right of way from or through the said land for approaching (or of the better approach) to the adjacent lands those would be acquired with a view to developing them and the Purchaser herein shall not object the said right of the Promoter in any manner.

20. The Purchaser/s hereby declare and confirm that he / she have entered into this agreement, after reading and having understood the contents of all the aforesaid exemption order, building permissions, deeds, documents, writings and papers and all disclosures made by the Promoter to the Purchaser/s and with full knowledge and information thereof and subject to the terms, conditions and stipulations imposed or which may hereafter be imposed by the concerned town planning authority and all other concerned government bodies and authorities and also subject to the Promoter's right to make the necessary amendments, variations, modifications and / or changes therein and their right to avail, use, utilise, consume and exploit the entire balance and additional floor space index available on the said property as well as the transferable development rights as may be permissible by law and other benefits in F.S.I. on the said land.

21. The Promoters have brought to the clear notice and knowledge of the Purchaser that during the course of development they shall sell, assign, mortgage, charge, encumber or otherwise deal with all or any of their rights, title, benefits and interest in respect of the said property, and / or the said building or any part thereof. The Promoter has brought to the notice and knowledge of the Purchaser that during the course of construction / development, the Promoter will avail and procure financial assistance, construction loan, cash credit facilities and other mode of monetary assistance and borrowing by mortgaging the property and the scheme of construction thereby creating charge, mortgage on the said property and the purchaser is aware of the same and the Purchaser shall not raise any objection or obstruction to such creation of charge, mortgage and raising the finance by the Promoter. However, such charge and mortgage shall be subject to rights of the purchaser under this agreement. The Purchaser further confirm and undertake that he will issue cheques of the installment as specified and in favour in the account banks and financial institutions as nominated and directed by the Promoter. However, such sale, assignment, mortgage, charge, encumbrance and raising of finance, monies for the development of the said property shall always be subject to the rights of the Purchaser/s under this agreement.

23. It is expressly agreed that the Promoter shall be entitled to put a hoarding and / or cable network station mobile phone set up or station on the said property or on the building to be constructed on the said property and the said hoardings may be illuminated or comprising of neon sign or such other type or mode as may be designed by the Promoter and for the purpose Promoter is fully authorised to allow temporary or permanent construction or erection in installation either on the exterior or the said building or on the property as the case may be and the Purchaser agrees not to object or dispute the same. Necessary covenants, reservations in respect thereto shall be incorporated in the proposed conveyance. The Promoter or his nominees shall be exclusively entitled to the income that may be derived by display of such advertisement or installation of cable network or mobile phone station, at any time hereafter. The Purchaser shall not be



entitled to any abatement in the price of the said premises or to object to the same for any reason and shall allow the Promoter, his agents, servants etc., to enter into the said property including the terraces and other open spaces in the building for the purpose of putting and / or preserving and / or maintaining and / or removing the advertisements and / or hoardings, neon lights or such installations etc., The Promoter shall be entitled to transfer or assign such right to any person or persons whom they deem fit and the purchaser shall not raise any objection thereto.

24. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or of the said Plot and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

25. Notwithstanding any other provisions of this agreement the Promoters has disclosed and brought to the knowledge of the Purchaser that it shall be at the sole and absolute discretion of the Promoter :

a) to form a separate/combined co-operative housing society or limited company or condominium of apartment or any other body or bodies of Purchasers to be formed and constituted.

b) to decide and determine how and in what manner the infrastructure including the common areas and amenity space, recreation garden, all other open spaces, layout or internal roads if any may be transferred and/or conveyed/ assigned/ leased.

c) to provide for and incorporate covenant and restriction and obligations with regard to the provision of maintaining the infrastructure and common amenities including garden and roads as well as garden attached to the ground floor flats, if any.

d) to decide from time to time to what extent the building/s along with land appurtenant to its transferred to the respective body formed.

e) to decide from time to time when and what sort of document of transfer should be executed.

f) to grant of right of access/way from and through the said property to the adjacent buildings and plots as well as the easement rights of the said property.

g) to form a federation of all the cooperative housing societies to be formed in the said scheme of construction and to convey the said land and the building to a apex body.

h) to execute the conveyance of the said property in parts, taking into consideration the divisions of property due to road and such conveyance and transfer of land will not be equivalent to the floor space index consumed in the construction of the building situated on the said land conveyed in favour of the society/ies.

i) to amend, modify and/ or vary the building plans, and/ or the specifications in respect thereof, without reducing area of the said Flat/ Premises.



j) to develop Project in phase wise manner from time to time as decided by the Promoter.

25. The Promoters have shown the layout of the entire property to the Purchaser and it is agreed and understood by and between the parties that taking into consideration the sanctioned layout the Purchaser covenant with the Promoters as under :-

i) that as per the sanctioned plans and permissions, the open spaces are to be strictly kept unencumbered and unobstructed.

ii) fencing, partition, retaining walls will not be constructed between the buildings.

iii) cable/drainage/telephone lines etc., should be allowed in open space of the building undertaken for development.

iv) location of electric transformer/ sub-station shall be earmarked/defined by the Architect of the Developers

v) common amenities and the estimate thereof as well as proportionate share thereto shall be ascertained by the Architect of the Developer.

vi) the execution of the external compound wall will be as per the design and specification of the architect of promoters and the elevation of the buildings shall not be changed or altered.

vii) each building shall be maintained in good and proper condition along with the unobstructed right of access.

viii) the Promoter shall have the option to form a separate co-operative housing society of the buildings undertaken for development and such society will become the member of the Federal society of the said entire layout and the conveyance of the entire layout will be executed in favour of such Federal society and no separate conveyance will be executed in favour of any society.

ix) it is clearly brought to the notice of the Purchaser herein and the Purchaser herein is clearly made aware that the Promoters have acquired the development rights of the land as described in the Schedule hereunder written however due to the certain reservations and/or setbacks the area to be handed over and conveyed to the cooperative housing society and / or the corporate body will not be equivalent to the area of construction availed in the said buildings constructed on the said available land and the Purchaser herein will not raise any objection, hindrance or obstruction such execution of the conveyance and such execution of conveyance shall be executed taking into consideration the entire buildings constructed in the said property along with the right and interest in the common open spaces, playground etc.,

x) the Promoter has also brought to the knowledge of the Purchaser that the property on which the building is constructed forms an integral part of the entire scheme of construction of the entire property described in the first schedule and accordingly the Promoter and the Purchaser herein shall have the rights and interest and benefits of the common open spaces, internal road and access as well as infrastructural facilities of the entire scheme of construction described in the first schedule along with the other purchasers of the building in the said scheme of construction and accordingly the Purchaser shall cooperate and extend their sincere participation as well as the contribution of funds for maintenance and other outgoings of the said

infrastructural facilities on the said scheme of construction as per the directions and discretion of the Promoters herein.

26. The Promoters have clearly brought to the notice and knowledge of the Purchaser and clearly shown and disclosed to the Purchaser that

(i) presently the Promoters are carrying out the construction work on the said property in accordance with the plan bearing revised No. ANP / NRV / BP / 2022-23 / 1067/9378/70 dated 23.11.2022 and have further disclosed that as stated hereinabove, the revised permissions, sanctions and modifications will be obtained by the Promoters from time to time for further expansion, modifications and renewals during the course of construction and till the completion of the entire scheme of construction and the Promoters will proceed with the construction work on the said property without reducing area of said Flat Premises.

(ii) The Promoter shall be at liberty and be entitled to amend the lay-out plan of the said Property, the building plans, other approvals for, in accordance with prevailing provisions of law, including but not limited to:

(a) acquisition of additional plots/ property/ adjoining property and inclusion of such plots of land in the lay out plan of the said Property; and

(b) amalgamation of the said Property with any adjoining plots of land;

(c) The Purchaser/s and/ or the Organisation/ Apex Body or any other body formed by the purchasers/ of the said Property shall not have any objections to the aforesaid and the Purchaser/s hereby grants his/ her/ their no objection to the Promoter to carry out the necessary acts, deeds, matters and things.

The Promoter shall always have a right to get the benefit of additional Floor Space Index for construction from sanctioning authorities and also to make the additions, alterations, raise storey/s or put up additional structures as may be permitted by sanctioning authorities and other competent authorities and such additions structures and storey/s will be the sole and absolute property of the Promoter alone.

(iii) they have intended to avail the maximum potentiality of transferable development rights, staircase floor space index and permitted increases along with enhancement if floor space index from time to time as per the Development Control Rules of the Ambarnath Municipal Council and to use, utilize on the said property and to have the consumption and exploitation of the maximum potential of the floor space index on all grounds as permissible under law.

(iv) that they have prior to the purchaser acquiring the flat /unit in the scheme of construction, clearly disclosed to the Purchaser the nature and scope of construction, the land affected by roads and reservations, the floor space index already used by the previous developers for constructing certain buildings on the said property, the balance unused, unconsumed and available floor space index of the entire property along with maximum potentiality of transferable development rights, staircase floor space index and permitted increases on all grounds as may be granted by the Ambarnath Municipal Council under the Development Control Regulations on the said property and its utilization and consumption by the Promoters on the said property and every part thereof by way of further revised sanctions, alterations,

modifications and renewals from time to time and such clear disclosure of the scheme of construction and the nature of the further expansion is clearly brought to the notice and knowledge of the purchaser and the Purchaser has seen, verified and understood the same and with such express knowledge, the Purchaser has agreed to enter into this agreement.

(v) they have also brought to the knowledge of the Purchaser that the property on which the building is constructed forms an integral part of the entire scheme of construction of the entire property and accordingly the Promoter and the Purchaser herein shall have the rights and interest and benefits of the common open spaces, internal road and access as well as infrastructural facilities of the entire scheme of construction along with the other purchasers of the building in the said scheme of construction and accordingly the Purchaser shall cooperate and extend their sincere participation as well as the contribution of funds for maintenance and other outgoings of the said infrastructural facilities on the said scheme of construction as per the directions and discretion of the Promoter herein.

27. The Promoters have clearly brought to the knowledge and notice of the Purchaser herein that in pursuance to the sanctioned plans and permissions, the Promoter is entitled to commence, carry out the construction work of buildings as presently sanctioned under the building permission granted by the municipal council) on the amalgamated property described in the Schedule hereunder written and that the Promoters have further brought to the notice and knowledge of the purchaser herein that the club house, recreational facilities and other common facilities of the present housing scheme will be used, utilized, availed and shared by the intending purchasers of the buildings to be constructed on the properties described hereinabove as well as other amalgamated properties and the purchaser herein along with the other purchasers will not raise any objection, hindrance and/or obstruction for such use of the above facilities by the other intending purchasers and the purchaser herein has granted his/her express and irrevocable consent for the same and agree and assure that such above covenant shall always remain binding upon him and also the Promoter has clearly brought to the knowledge of the purchaser that they intend to get the said sanctioned plans and specifications modified, revised, renewed and altered for consumption of remaining floor space index, transfer of development rights, staircase floor space index, permissible increases and incentives in floor space index to be used and utilized on the said property as may be granted and approved by the Municipal Council from time to time and further the Promoters have given the clear inspection of such plans and specifications to the Purchasers herein as regards the existing sanctioned buildings, and the proposed annexed multi-storied buildings or otherwise touching the existing constructed buildings and also further expansion in buildings to be constructed on the said property as permitted by the Municipal Council by way of further amalgamation, expansion thereto and the Purchaser has gone through the said plans as well as the proposed plans including provision of annexed buildings, touching the existing constructed buildings further expansions and do hereby admit, acknowledge and confirm the said fact of construction of additional buildings, annexed buildings, expansion of buildings on the said property by revision and modification in the plans and designs. It is further brought to the notice of the Purchaser and it is clearly clarified that in case the Promoter do

not amalgamate the said adjacent properties and acquire the same for development, then also the Promoter is well and sufficiently entitled to grant the facilities and rights to the other purchasers of adjacent properties to avail, use, utilise and enjoy the said club house and other recreation facilities of the said "**Mohan Suburbia**" and the Purchaser herein along with the other purchasers will not raise any objection for the same. The purchaser herein agree and assure to pay the corpus fund in advance as and when demanded by the Promoter irrespective of the completion of the above amenities and facilities and the scheme of construction and will not be withhold the same on any reason whatsoever.

Further, the Owner shall not be required to obtain consent in the following events:

- a. Any minor additions or alterations.
- b. Any addition or alterations to any club house, common areas, amenities, etc.
- c. Any addition or alteration in compliance of any direction or order issued by the competent authority or statutory authority under any law of the State or Central Government.

28. The Promoters have also shown to the Purchaser the entire layout of the said property along with the amalgamation of lands, further expansions as well as future amalgamation and extension thereto, the nature and extent of the land to be handed over to the concerned authorities on account of setback, reservations etc., as well as the potentiality of floor space index to be used on the remaining land and in such eventuality the transfer and conveyance of the land in favour of the cooperative housing society or condominium of apartment owners and / or any corporate body will not be equivalent to the floor space index used, utilized and consume in the buildings to be constructed / constructed thereon and the Purchaser is fully aware of the same and have accordingly granted his / her express and irrevocable consent for the same.

29. IT is hereby agreed that the Promoters shall be at liberty to amalgamate and / or combine one or more plots of land adjacent to the said land and get the plan of the proposed building/s to be constructed on the land so amalgamated / combined sanctioned from the planning authority and in such event form and get registered cooperative housing society of all the flats / shops purchasers in the said buildings and the Purchaser herein shall not, in any manner object the said right of the promoters. It is further agreed that in such event (purchasers of the adjacent land for the purpose of development) the Promoter shall be at liberty and / or entitled to grant a right of way from or through the said land for approaching (or of the better approach) to the adjacent lands those would be acquired with a view to developing them and the Purchaser herein shall not object the said right of the Promoter in any manner. The promoter has also clearly brought to the notice of the purchaser herein that he or his nominees has intended to acquire the development rights of the adjacent land and other abutting and appurtenant lands thereto and in the course of construction may amalgamate such adjacent lands and/or other lands with the present lands under development and in such event all the infrastructural benefits of the present land and the complex known as "**Mohan Suburbia**" will be shared, utilized, used and enjoyed by the flat purchasers of the adjacent buildings and the purchasers herein is fully



aware of the same and the purchaser herein along with the other purchasers will not raise any objections, hindrances and/or obstructions for such use of the common benefits, amenities and infrastructural facilities of the said **Mohan Suburbia** by the flat/unit purchasers of the buildings constructed on the adjacent land and the same shall form an integral part of the complex known as “**Mohan Suburbia**”. It is further brought to the notice of the Purchaser and it is clearly clarified that in case the Promoter do not amalgamate the said adjacent properties and acquire the same for development, then also the Promoter is well and sufficiently entitled to grant the facilities and rights to the other purchasers of adjacent properties to avail, use, utilise and enjoy the said club house and other recreation facilities of the said “**Mohan Suburbia**” and the Purchaser herein along with the other purchasers will not raise any objection for the same and the Purchaser has granted his / her express and irrevocable consent for the same.

30. It is agreed and understood that as the scheme of construction and its expansion and future extension involves various phases during the possession of the first phase, the common amenities and infrastructural facilities, and other amenities thereto may be ready and functional for use and utilization and on that ground the Purchaser herein along with the other purchasers shall not object for payment of any charges, funds and deposits as applicable thereto and as agreed herein and further the Purchaser shall also pay the monthly maintenance charges and other outgoings regularly and shall not withhold the same on that ground or any other ground whatsoever.

31. It is clearly brought to the notice and knowledge of the Purchaser by the Promoter that the Promoter has amalgamated the portions of land and accordingly the Ambarnath Municipal Council have granted the building commencement certificate have permitted the amalgamation of the pieces and parcels of land and have granted the sanction to the Promoter to consume the Floor Space Index by virtue of amalgamation and to use, utilize and consume the same and the intended to follow due procedure of law to acquire the transferable development rights on the entire amalgamated property and at the time of such acquisition of transferable development rights and its sanction the Promoters intends to construct the building on the said property and with this intention and by reserving the rights to acquire transferable development rights to have maximum potentiality of floor space index as per the provisions of Development Control Rules of the Municipal Authorities, the Promoters have presently proceeded with the construction activities and that the said fact is known and accepted by the Purchaser herein and in no event the Purchaser herein along with other Purchasers will raise any claim, objection or demand in such revision, expansion or further alterations in the said entire scheme of construction on the amalgamated property and the Purchaser herein shall not raise any objection thereto and shall rendered the cooperation to the same.

32. The Promoter has brought to the notice and knowledge of the Purchaser that they have earmarked and defined the internal road passing through the said amalgamated property and such road will be used as an access to the development of the adjacent properties which the Promoter may agreed to develop in due course in their firm's name and / or in their sister concern's firm as the case may be and that the said fact of access / right of way for development of adjacent property of the promoter and/or sister concern accepted and confirmed by the



Purchaser herein and the Purchaser will not raise any objection thereto and that such access shall always remain unobstructed and uninterrupted and open to sky absolutely and forever and further the said covenant of access/right of way will form an integral part of the scheme of formation of cooperative housing society as well as the contents of deed of conveyance to be executed in favour of the Co-operative Housing society as and when executed and registered and that such covenant of access / right of way and its utilisation by the Promoter and/or their sister concern shall always be binding upon the Purchaser as well as the Cooperative Housing Society the Purchaser herein will become the members.

33. The Promoter has clearly brought to the notice and knowledge of the Purchaser that there is are recreational facilities in the said scheme of construction and further the Promoter has also brought to the notice and knowledge of the Purchaser that they will be acquiring the adjacent properties and during the course of construction will be amalgamating the present scheme of construction with the adjacent lands and in such event, the Promoter will change / shift the location of the recreational facilities and further that such recreational facilities will be used, utilized, availed and shared by the intending purchasers of the buildings to be constructed on the said property along with the other amalgamated properties and the purchaser herein along with the other purchasers will not raise any objection, hindrance and/or obstruction for such use of the above facilities by the other intending purchasers and agree and assure that such above covenant shall always remain binding upon him.

34. It is agreed that if before the execution of the conveyance in favour of the proposed society and further construction on the land is allowed in accordance with the rules and regulations of the Ambarnath Municipal Council then the Promoters would be entitled to put up additional or other construction without any hindrance by the Purchaser. Provided that any payment may, have to be made to the Ambarnath Municipal Council for such additional construction shall be paid by the Promoter. The Developers shall be entitled to sell premises forming part of such additional construction in such manner as they may think fit and proper to any person or persons for such consideration as the Promoter may in his absolute discretion deem fit and proper. The Promoter will in those events be entitled to connect the electric meter, sanitary and drainage connections provided however that all costs of construction of such additional floors and the connection to be made thereto shall be borne by the Promoters. The Promoter and / or their transferees shall have the right to use all the staircases, lifts and other common amenities of the building. In the event of additional floors being constructed as aforesaid, the water tank shall be shifted to the top of such structures at the cost of the Promoter. Even if any additional construction becoming permissible on the said building after the completion of the construction of the said building, the Promoter shall be entitled to construct the same and to sell the additional tenements. The Purchaser herein and the members of the society shall admit such new intending purchasers at its members.

The Promoter shall be entitled to construct site offices/ sales lounge in the said Property and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the said Property or any portion thereof is conveyed/ assigned to the

Organisation or the Apex Body and shall continue until the entire said Property is developed.

### **36. BINDING EFFECT**

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

### **37. ENTIRE AGREEMENT**

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

### **38. RIGHT TO AMEND**

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

### **39. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER / SUBSEQUENT PURCHASERS**

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 Purchasers of the said premises, in case of a transfer, as the said obligations go along with the said premises for all intents and purposes.

### **40. SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in Project, the

same shall be in proportion to the carpet area of the said premises to the total carpet area of all the said premises in the Project.

**42. FURTHER ASSURANCES**

The Parties herein 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.

**43. PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Purchaser, in after the Agreement is duly executed by the Purchaser and the Promoter or simultaneously with the execution the said Agreement shall be registered at the appropriate office of the Sub-Registrar.

44. The Promoter shall within three months of registration of the society or Association or limited company, as aforesaid, cause to be transferred to the society or limited Company, all the rights, title and interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the building or wing in which the said flat is situated.

The Promoter shall, within three months of registration of the Federation/apex body of the societies or limited company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

45. That all notices to be served on the Purchaser and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified above.

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

**46. JOINT PURCHASERS**

That in case there are Joint Purchasers all communications shall be sent by the Promoter to the Purchaser 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 Purchasers.

47. Stamp Duty and Registration and statutory taxes and levies:- The charges towards stamp duty and Registration of this Agreement as well as statutory government, Semi-Government taxes and levies, goods and service tax and all other direct and indirect taxes shall be borne by the

Purchaser alone. The Purchaser shall be entitled to the benefits offered to him under the provisions of Maharashtra Stamp Act in case of any transfer of the said premises by him to any intending purchaser subject to the provisions of the said Act.

48. **Dispute Resolution** :- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

49. **GOVERNING LAW**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

50. It is hereby made clear that furniture lay out, colour scheme elevation treatment, trees garden lawns etc. shown on the pamphlet and literature are shown only to give overall idea to the Purchaser and the same are not agreed to be provided by the promoters unless specifically mentioned and agreed in this agreement. The Promoters reserves the right to make changes in Elevations, Designs, and Colors of all the materials to be used at his sole discretion. In all these matters the decision of the Promoters are final and it is binding on the Purchaser/s.

51. This agreement shall always be subject to the provisions contained in Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under and any other provisions of Law Applicable thereto.

**FIRST SCHEDULE**

Description of the property

All that portion of land comprised of all those pieces and parcels of land lying, being and situate at village Kohojkhuntavali, Taluka Ambernath, District Thane, within the limits of the Ambernath Municipal Council bearing

Survey No.	Hissa No.	Area (H-R-P)
178	-	200
39	2	44600
36	15	80
37	-	9510
25	10	400
25	11	560
25	13	1200
25	12	2730
25	9	100
25	14	250
35	2	100
36	3	6830
36	4	230
36	5	630
36	6	380
36	7	50
36	8	20
36	9	1260



36	10	1850
36	11	510
36	12	380
36	13	760
36	14	400
36	16(pt)	3050

deducting there from the areas affected by DP Road, Reservation Site No. 43 (Play Ground) Reservation Site No. 44 (Vegetable Market) Reservation Site No. 45 (Primary School), Reservation Site No. 46 (Dispensary).

### **SECOND SCHEDULE ABOVE REFERRED TO**

#### **Description of the nature, extent of common areas and facilities**

- Internal Roads and Footpaths.
- Water Supply.
- Sewerage (Chamber, Lines, Septic Tank, STP).
- Storm Water Drains.
- Landscaping and Tree Planting.
- Street Lightening.
- Treatment and Disposal of Sewage and Sullage Water.
- Solid Waste Management and Disposal.
- Water Conservation, Rain water harvesting.
- Fire Protection and Fire Safety Requirements.
- Electrical Meter Room, Sub-station, Receiving Station.
- Recreational Open Spaces.
- Open Parking.

### **Annexures**

ANNEXURE – A - Copy of Title Report

ANNEXURE –B - Copy of Property Card or extract Village Forms VI or VII and XII

ANNEXURE –C - Copies of plans & Layout as approved by concerned Local Authority

ANNEXURE –D - Authenticated copies of the plans and specifications of the said premises agreed to be purchased by the Purchaser as approved by the concerned local authority

ANNEXURE – E - Specification and amenities for the Premises,

ANNEXURE –F - Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority.

**IN WITNESS WHEREOF** the parties have set and subscribed their respective hands and seals to this writing on the day and the year first hereinabove mentioned.

**SIGNED & DELIVERED**  
by the within named Promoters  
**Mohan Lifespaces LLP**  
through its authorised signatory

\_\_\_\_\_

**SIGNED & DELIVERED**  
by the within named Purchaser/s

\_\_\_\_\_

\_\_\_\_\_

WITNESS:

1

2

RECEIPT

Received a sum of Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_ only)  
from time to time prior to execution of this agreement in the following manner

Date	Cheque No.	Amount	Bank

from the purchaser herein as and by way of advance / part consideration.

We say received  
For **Mohan Lifespaces LLP**

\_\_\_\_\_

through its authorised signatory