

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made at Thane this ____ day of _____ Two Thousand and Twenty _____, BETWEEN

MR. AJAY ASHAR (PAN No. -----), an Indian Inhabitant, s/o Mr. Pratap Ashar, residing at Ashar Villa, Opposite Mavis Gymnasium, Shree Nagar Wagale Estate, Thane West 400604, hereinafter referred to as **“THE PROMOTER/THE DEVELOPER/THE OWNER”** (which expression shall wherever the context so admits mean and include his heirs, executors, successors, administrators and assigns etc.) of the **ONE PART;**

AND

MR./Mrs. ----- (PAN No. -----
-----) and Mr./Mrs. _____ (PAN No. _____)

Indian Inhabitant/s, having their residence/office at -----

---- hereinafter called **“the ALLOTTEE(S)/PURCHASER(S)”** (which expression shall unless be repugnant to the context or meaning thereof mean and include his / her/ their heirs executors, administrators and assigns) of the **OTHER PART;**

WHEREAS

A. By a Deed of Partnership dated 1st April, 1950 made between Shantilal Jamnadas Ashar therein referred to as the First Partner of the First Part and Dharmaraj Ranchoddas Ashar therein referred to as the Second Partner of the Second Part, the said

Shantilal Jamnadas Ashar and Dharmaraj Ranchoddas Ashar agreed to carry out business in partnership in the firm, name and style of Messrs. Great India Net Industry.

- B. The said Shantilal Jamnadas Ashar and Dharmaraj Ranchoddas Ashar intended to acquire properties and assets for the benefit of the aforesaid partnership business and due to certain technical difficulties prevailing at that point in time, they mutually agreed to purchase the lands in the name of one of the partners i.e., Dharmaraj Ranchoddas Ashar with an intent that the said lands would belong to the partnership firm and would be utilised for the benefit of the partnership firm.
- C. Accordingly, by an Indenture dated 08th April, 1950 made between Govind Shaligram and others therein referred to as Vendors of the One Part And Dharmaraj Ranchoddas Ashar therein referred to as the Purchaser of the Other Part and registered with the office of the Sub-Registrar of Assurances at Thane under Serial No.228 of 1950, the said Govind Shaligram and others granted, conveyed, sold and transferred the lands all situate at Village Paanchpakhdi, Thane, Maharashtra- 400 602 in favour of Dharmaraj Ranchoddas Ashar at or for the consideration therein contained as under:-
- D. All those pieces or parcels of lands situate at village Pachapakhadi Taluka Thane District Thana within the jurisdiction or the Sub-registrar of Thana Registration District of Thana and bearing the following description:

S. No	Hissa No.	Area A.G	Kharaba A.G
412	2	5-15	0-3
422	2	1-11	0-9
423	2	0-4	0-0
425	2	0-39	0-4
426	-	2-25 ¼	0-16
428	1 B	0-6	0-0

440	1	2-31	0-17
443	1	1-12	0-2½
“	3	0-1	0-½
“	4	0-0	0-¾
484	-	1-27¾	0-4¼
423	3	0-5	-
	Total Area	16-17¾	1-16¼
		Acres 17	Gunthas 34

- E. The aforesaid lands admeasuring in the aggregate 17 Acres 34 Guntha equivalent to 86,394 sq.yards or thereabouts equivalent to 72,236.615 sq.meters. or thereabouts is hereinafter referred to as **“the Larger Land”**.
- F. Since the Larger Land was purchased in the name of Dharmaraj Ranchoddas Ashar but since the same was acquired for the benefit of and on behalf of the partnership firm, the partners of the firm namely Dharmaraj Ranchoddas Ashar and Shantilal Jamnadas Ashar, executed an Affidavit dated 02nd February, 1967 whereby they recorded that the Larger Land alongwith the office building and the factory standing thereon alongwith the plant and machinery installed therein belonged to the said partnership firm of Messrs. Great India Net Industry and that the firm is the owner thereof.
- G. By an Indenture of Lease dated 27th October, 1970 made between Dharmaraj Ranchoddas Ashar in his capacity as a partner of Messrs. Great India Net Industry therein called the Lessor of the One Part, and Messrs. Bhartiya Foundry, through its Partner Shantilal Jamnadas Ashar, therein called the Lessee of the Other

Part and registered with the office of the Sub-Registrar of Assurances at Thane under Serial No. 5193 of 1970, the said Dharmaraj Ranchoddas Ashar (in his capacity as a partner of Messrs. Great India Net Industry) demised lands bearing Survey No.426 part and 440/1 part admeasuring in the aggregate 16,600 sq. yards or thereabouts equivalent to 13,880 sq. meters or thereabouts in favour of Messrs. Bhartiya Foundry for a term of 98 years commencing from 1st November, 1970 at or for the lease rent and on the terms, covenants and stipulations to be paid, complied and performed by the said Messrs. Bhartiya Foundry as set out in the said Indenture of Lease.

- H. It appears that in and around the same time, land bearing Survey No.412 part admeasuring 15,250 sq. yards or thereabouts equivalent to 12,549.05 sq. meters or thereabouts was granted on lease by Messrs. Great India Net Industry in favour of Messrs. R.D. Ashar Engineering Division.
- I. By a Deed of Dissolution dated 12th February, 1975 made between Dharmaraj Ranchoddas Ashar and Shantilal Jamnadas Ashar read with Supplemental Agreement dated 22nd March, 1976, the said Dharmaraj Ranchoddas Ashar and Shantilal Jamnadas Ashar dissolved the partnership firm of Messrs. Great India Net Industry with effect from 12th February, 1975
- J. By a Deed of Partnership dated 24th February, 1975 made between Shantilal Jamnadas Ashar, Pratap Jamnadas Ashar and Bharati Vijay Ashar, the said Shantilal Jamnadas Ashar, Pratap Jamnadas Ashar and Bharati Vijay Ashar agreed to carry out business in partnership in the firm, name and style of Messrs. Great India Net Industry. Since under the Deed of Dissolution dated 12th February, 1975, the said Shantilal Jamnadas Ashar had a right to carry out business in the same name of the earlier partnership, this new partnership firm was also constituted with the same name of Messrs. Great India Net Industry (hereinafter referred to as “**New GINI**” for the sake of convenience).
- K. The following lands were brought in the said partnership firm of New GINI:

Sr No.	Particulars	Area(in sq. yards)
1.	Area leased to Messers Bhartiya Foundry	16,600
2.	Other areas forming part of the Laarger Land	23,500
		40,100

- L. The aforesaid lands shall hereinafter be referred to as “**New GINI Lands**”.
- (i) The said Bharati Vijay Ashar (known as Bharati Vyas pursuant to her marriage to Dharmendra Vyas) retired from the partnership firm of New GINI with effect from 30th November, 1979.
- M. Pursuant to the retirement of the said Bharati Vijay Ashar alias Bharati Vyas, the said Shantilal J. Ashar and the said Pratap J. Ashar remained to be the only partners of the firm New GINI and they continued to carry out the business of the said firm.
- N. It appears that as time passed by, Ajay Ashar also assisted his father Pratap Ashar and worked with him hand in hand to take care of the business of the firm and properties and assets of the firm.
- O. By a Deed of Partnership dated 9th November, 1993 made between Shantilal Jamnadas Ashar and Pratap Jamnadas Ashar, the said Shantilal Jamnadas Ashar and Pratap Jamnadas Ashar agreed to continue to carry out the business of the firm Messrs. Great India Net Industry and agreed that their share in the partnership shall be in the ratio of 30:70 i.e., 30% to Shantilal Ashar and 70% to Pratap Ashar. The said Deed of Partnership further provided that all the properties and assets shall belong to Shantilal J. Ashar and Pratap Ashar in the ratio of 30:70 and in the event of death or retirement of either partner, the properties, assets and business of the firm including the New GINI Lands shall belong to the surviving / continuing partner subject to the accounts of the partnership firm being made up and being finalized and the rights of the heirs of the deceased partner in case

of death or retired partner in case of retirement, as the case may be, being settled by the partner surviving / continuing partner;

- P. It appears that with regards to the land that was granted on lease basis to Messrs. Bhartiya Foundry, the said Messrs. Bhartiya Foundry never took physical possession of the said land and did not use / utilise the said land . Further, breaches of several covenants, stipulations and undertakings under the Indenture of Lease including payment of rent, etc., were committed by Messrs. Bhartiya Foundry. The said Indenture of Lease was terminated by way of a termination letter dated 9th October 1990 issued by Advocate R. D. Ovalekar at the instructions of his client New GINI acting through its partner Mr. pratap Ashar. It appears that subsequently, the name of Messrs. Bhartiya Foundry was deleted from the 7/12 extract as lessee;
- Q. The said Shantilal Jamnadas Ashar died on 5th April, 1994 leaving behind his widow Taraben (since deceased) and his two daughters namely Minal Shantilal Ashar (known as Minal Sameer Sata after her marriage) and Smita Shantilal Ashar (known as Smita Pankaj Patel after her marriage) as his only heirs and legal representatives as per the law of succession that governed him at the time of his death;
- R. Pursuant to the demise of Shantilal Jamnadas Ashar, it appears that the firm New GINI was not reconstituted and the heirs of late Shantilal Jamnadas Ashar did not opt to become a partners of the said Firm. Therefore, consequentially, all the properties and assets of the said firm New GINI vested in the surviving partner of the firm namely Pratap Ashar subject to settlement of accounts. The only asset of the said firm was land more particularly described in Second Schedule to the registered family arrangement cum Deed of Conveyance dated September 27, 2023 (*referred herein below*) and with various liabilities;
- S. The accounts of the firm were not finalised and hence there was a dispute between the heirs of Shantilal Jamnadas Ashar and Pratap Jamnadas Ashar;
- T. It appears that the said Pratap Ashar and Ajay have been taking care of the properties and assets of New GINI including the New

GINI Lands all by themselves since 1994 at their own costs and expense;

- U. In the meanwhile, since the Indenture dated 08th April, 1950 recorded the name of Dharmaraj Ranchoddas Ashar as the owner of the Larger Property (including the New GINI Lands), the revenue records relating thereto came to be mutated to reflect the name of Dharmaraj Ranchoddas Ashar as the owner of the said Larger Land;
- V. The said Dharmaraj Ranchoddas Ashar died on 17th February, 1999 leaving behind his widow Kamlini, his son Ritin and his daughter Kintu as his only heirs and legal representatives as per the law of succession that governed him at the time of his death. Pursuant to his demise the revenue records came to be updated to reflect the name of Kamlini Ashar as the owner of the Larger Land including the New GINI Lands;
- W. In the year 2001, Kamlini Ashar desired to develop certain lands adjoining the New GINI Lands which adjoining lands came to the share of Dharmaraj Ranchoddas Ashar pursuant to the Deed of Dissolution dated 12th February 1975 (“the DRA Lands”). In order to do the same, she got the Larger Land sub-divided in accordance with the distribution made under the Deed of Dissolution dated 12th February, 1975 read with the Supplemental Agreement dated 22nd March, 1976. Several layout and building plans were approved by the Thane Municipal Corporation from time to time with regards to the development of residential buildings and a school on portions of the DRA Lands. Since the New GINI lands belonged to the firm New GINI and consequentially to Pratap Ashar, the said lands were left untouched and continued to be in the possession and occupation of Pratap Ashar and his son Ajay Ashar;
- X. The Second Schedule to the registered Family Arrangement Agreement cum Deed of Conveyance dated 27th September, 2023 records the description of the New GINI Lands as on the date of execution of the Family Arrangement Agreement cum Deed of Conveyance dated 27th September, 2023. All the parties to the Family Arrangement Agreement cum Deed of Conveyance have confirmed the description of the New GINI Lands and have

recorded the same in the Family Arrangement Agreement cum Deed of Conveyance;

- Y. Pratap Jamnadas Ashar died at Mumbai on 17th September, 2017 leaving behind him his widow Urmila P. Ashar (since deceased), his son, Ajay Ashar and his married daughter Meera Himanshu Ashar as his only heirs and legal representatives as per the Law of Succession that governed him at the time of his death;
- Z. After years of disputes and differences, the heirs of late Shantilal Jamnadas Ashar, Dharmaraj Ranchoddas Ashar and Pratap Jamnadas Ashar amicably settled their disputes and differences and executed a Family Arrangement Agreement cum Deed of Conveyance dated 27th September, 2023 (registered with the office of the Sub-Registrar of Assurances at Thane under Serial No.TNN-2 / 23744 of 2023) read with the Deed of Rectification dated 2nd November 2023 (registered with the office of the Sub-Registrar of Assurances at Thane under Serial No.TNN-2 / 27238 of 2023).
- AA. By the aforesaid Family Arrangement Agreement cum Deed of Conveyance dated 27th September, 2023 made between Kamlini Dharamraj Ashar, Ritin Dharamraj Ashar, Kintu Kishor Bajaj of the First Part, Smita Pankaj Patel of the Second Part, Minal Sameer Sata of the Third Part, Ajay Pratap Ashar and Meera Himanshu Ashar of the Fourth Part and registered with the office of the Sub-Registrar of Assurances at Thane under Serial No.TNN-2 / 23744 of 2023 read with the Deed of Rectification dated 2nd November 2023 made between Kamlini Dharamraj Ashar, Ritin Dharamraj Ashar, Kintu Kishor Bajaj of the First Part, Smita Pankaj Patel of the Second Part, Minal Sameer Sata of the Third Part, Ajay Pratap Ashar and Meera Himanshu Ashar of the Fourth Part and registered with the office of the Sub-Registrar of Assurances at Thane under Serial No.TNN-2 / 27238 of 2023, the said Kamlini Dharamraj Ashar, Ritin Dharamraj Ashar and Kintu Kishor Bajaj with the unconditional and irrevocable consent and confirmation of Smita Pankaj Patel and Minal Sameer Sata and Meera Ashar, conveyed in favour of Ajay Ashar the property more particularly described in the Second Schedule thereunder written and in the First Schedule hereunder written and shown on the plan annexed as Annexure 4 to the said Family

Arrangement Agreement cum Deed of Conveyance dated 27th September, 2023. Under aforesaid Family Arrangement Agreement cum Deed of Conveyance, it was agreed that residential flats having an aggregate 12,000 RERA sq.ft carpet area shall be provided by Ajay Ashar to Kamlini Dharamraj Ashar in the new buildings that shall be constructed on the said Property. This constructed area may be allotted in last phase of the development of New GINI Lands.

- BB. In addition to the aforesaid a perpetual right of way was granted by Kamlini Dharamraj Ashar, Ritin Dharamraj Ashar and Kintu Kishor Bajaj through the land bearing Survey No.412 Hissa No.2(pt), Survey No. 422 Hissa No.2(pt) and Survey No.413 Hissa No.2 aggregating to 1164 sq.mtrs or thereabouts and more particular described in the Fourth Schedule thereunder written and the First Schedule hereunder written and delineated in blue colour lines on the plan annexed as Annexure 1 to the said Family Arrangement Agreement cum Deed of Conveyance dated 27th September, 2023.
- CC. As stated above, by an Indenture of Lease dated 27th October, 1970, registered with the office of the Sub-Registrar of Assurances at Thane under Serial No. 5193 of 1970, lands bearing Survey No.426 part and 440/1 part admeasuring in the aggregate 16,600 sq. yards or thereabouts equivalent to 13,880 sq. meters or thereabouts were demised in favour of Messrs. Bhartiya Foundry for a term of 98 years commencing from 1st November, 1970 at or for the lease rent and on the terms, covenants and stipulations to be paid, complied and performed by the said Messrs. Bhartiya Foundry as set out in the said Indenture of Lease.
- DD. It appears that Shantilal Ashar and Bharati Dharmendra Vyas were the only partners of Messrs. Bhartiya Foundry. Upon the demise of Shantilal Ashar, Bharati Dharmendra Vyas was the only surviving partner of Messrs. Bhartiya Foundry.
- EE. By the Deed of Termination of Lease dated 4th October, 2023 made between Bharati Dharmendra Vyas of the First Part, Dharmendra Vyas, Dhaval Dharmendra Vyas and Deep Dharmendra Vyas of the Second Part, Kamlini Dharamraj Ashar and Ritin Dharamraj Ashar of the Third Part and Ajay Pratap

Ashar and Meera Himanshu Ashar of the Fourth Part and registered with the office of the Sub-Registrar of Assurances at Thane under Serial No.TNN-2 / 24067 of 2023, the said Bharati inter-alia confirmed that the Indenture of Lease dated 27th October, 1970 was terminated vide the letter dated 9th October 1990 issued by Advocate R. D. Ovalekar and the said termination is accepted and is binding on Bharati and her heirs, executors and administrators.

FF. The aforesaid Family Arrangement Agreement cum Deed of Conveyance dated 27th September, 2023 provides that a portion of the said Property being land bearing Survey No. 426(pt) admeasuring 896 sq.mtrs forming part of subplot A6 shown in grey colour wash on the plan annexed to the Family Arrangement Agreement cum Deed of Conveyance is encroached upon and a separate Memorandum of Understanding has been executed with the encroachers by virtue whereof the encroachers have vacated and handed over the encroached area to the said Ajay Ashar at or for consideration therein contained.

GG. The Developer has proposed to develop the said property more particularly described in First Schedule hereunder written in Phases. In first phase the Developer shall develop the land admeasuring about 14918.71 sq.mt and more particularly described in Second Schedule hereunder written. In Second phase the Developer shall develop the land admeasuring about 7173.85 sq.mt or thereabout. The remaining property shall be developed in phases as may be decided by the Developer and the Developer shall be entitled to develop the same by utilizing full potential of FSI, FSI by way of TDR and premium and any other FSI or entitlement which may be available and availed by the Developer. The Developer may change the phases of construction from time to time. However the first phase as proposed is as per plans approved by Thane Municipal Corporation (TMC) with liberty to Developer to utilize FSI or any additional FSI as may be available from the entire land and also by utilizing all benefits of TDR or permission to construct and develop under UDCPR, 2020 or UDCPR as applicable and more particularly described in First Schedule hereunder written;

HH. The developer is providing free of cost four floors consisting of 38 flats as agreed to be provided for inclusive housing admesuring 2405.40 sq.mts built up area to MHADA in building **D3** on floor no. 2 nd , 3 rd , 4 th and 5 th floor to meet the provisions and will get TDR in lieu thereof as constructed area is being given to MHADA. The MHADA flats are provided in a way that 10 flats each are provided on 2 nd , 3 rd and 4 th floor and 8 flats out of total 10 flats on 5 th floor of building D3.

II. The Developers propose to develop a real estate project on the said property and accordingly to construct three residential buildings in Phase 1 of the project as under:-

i. Ashar Merac Tower Joy

The Developer shall construct “**First residential building**” to be known as Ashar Merac- Tower Joy Phase I. The Ashar Merac- Tower Joy Phase I shall consist of 36 floors (36 Slabs) and

ii. Ashar Merac Tower Eden

The Developer shall construct “**Second residential building**” to be known as Ashar Merac- Tower Eden Phase I. The Ashar Merac- Tower Eden Phase I shall consist of 35 floors (35 Slabs).

iii. Ashar Merac Tower Bliss

The Developer shall construct “**Third residential building**” to be known as Ashar Merac- Tower Bliss Phase I. The Ashar Merac- Tower Bliss Phase I shall consist of 35 floors (35 Slabs),

Also, in or for the use of the above buildings the Developer shall provide about covered parking spaces as per TMC norms which provides for about 500 parking spaces which may be mechanized parking spaces and shall subject to feasibility may provide Two wheeler parking spaces.

For sake of clarity it is provided that, “stack/mechanized parking system”, herein shall mean and include mechanized car parking system and it is proposed to have either or combination of (a) stack parking (b) puzzle parking (c) circulation type parking and (d) any other mechanized / modern / advanced car parking system. The Car Parking facility shall be installed in the basement/Ground Floor or on Podium of the building. The parking space not in mechanized system subject to availability may be allotted at the discretion of the promoter/Developer.

- JJ. The authenticated copies of the plans of the Layout as proposed by the Developer to develop the real estate project and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure “___”.
- KK. Copies of the 7/12 relating to the Phase I more particularly described in Second Schedule hereunder written reflecting the name of the Owner is annexed hereto and collectively marked as Annexure “___”;
- LL. Messrs. Kanga and Company, Advocates and Solicitors have issued Title Certificate dated April 24, 2024 certifying the title of the Owner to the said property and the right of the Developers to develop the said property, a copy whereof is hereto annexed and marked as ANNEXURE “___”;
- MM. The Promoter/Developer have entered into a standard Agreement with M/S Joshi Deshaware and Associates registered with the Council of Architects, having their registered office at A-2/3, A wing, 8th Floor, Ashar IT Park, Near Agriculture Office, Road no 16Z, Wagle Industrial Estate, Thane (WEST) 400604 and the said Agreement is as per the format prescribed by the Council of Architects;
- NN. The Developer have appointed Associated Structural Consultants LLP having their office at 607, Opal Square, Near Old Passport Office, Wagle Estate, Thane West, Maharashtra-400604 as the

structural engineers for preparing designs, drawing and specifications for the construction of the building to be put up on the said property and have entered into standard agreement with the said structural engineers. The Promoter/Developer accepts the professional supervision of the Architects and the structural Engineer till the completion of the Building.

- OO. The Promoter/Developer have submitted the Development Plans to the TMC and other concerned and relevant government bodies and authorities and the TMC has by its Sanction of Development Permission / No. _____ dated _____ granted its permission for the construction of the Buildings as provided therein.
- PP. The Developer submitted plans and TMC granted amended permission / Commencement Certificate bearing No. _____ dated _____. A copy of the said Commencement Certificate is annexed hereto and marked as Annexure “_____”.
- QQ. The Promoter/Developer have registered the Project being the building consisting of Residential Units/Premises under the provisions of the Real Estate (Regulations and Development) Act, 2016 with the Real Estate Regulatory Authority at Mumbai bearing Registration MahaRERA number _____ which is available on [https:// maharera.mahaonline.gov.in](https://maharera.mahaonline.gov.in).
- RR. The Allottee/Purchaser has approached the Promoter/Developer and expressed its / his / her / their desire to purchase and acquire from the Promoter/Developer the said Unit/Premises for residential use as may be permitted under the existing permission/policy/approval.
- SS. The Promoter/Developer have made available to the Allottee/Purchaser copies of all documents of title relating to the said property along with sanctioned plans, along with specifications, layout plans, details of the Architect and Structural Engineer and such other documents as required under the provisions of the Real Estate (Regulation and Development) Act, 2016 (the said ‘RERA’) and/or Maharashtra Ownership of Flats

(Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (“the said MOFA”) and the rules framed thereunder;

- TT. The Allottee/Purchaser has perused the aforementioned documents and have expressly noted the contents thereof including the terms, conditions and covenants contained therein;
- UU. The Developers have also made available to the Purchaser the information relating to the schedule of the completion of the project, including the provisions of for civic infrastructure like water, sanitation and electricity.
- VV. Being satisfied with the title and the right of the Developer/Promoter to the said property and to develop the same and being satisfied with all the plans, specifications and other documents made available by the Promoter/Developer, the Allottee/Purchaser has agreed to purchase and acquire the Unit/premises in the building in Phase I on payment of consideration money and on terms and condition hereinafter provided;
- WW. The Allottee(s)/Purchaser(s) have prior to the execution of these presents paid to the Promoter/Developer a sum of Rs. _____/- (Rupees _____ Only) towards earnest money and have agreed to pay a further sum of Rs. _____/- (Rupees _____ Only) towards further consideration amount simultaneously against the execution and registration of these presents/Agreement;
- XX. Under Section 4 of MOFA and Section 13 of the said RERA the Promoter/Developer are required to execute a written Agreement for Sale in respect of the said premises with the Allottee/Purchaser being these presents and upon the execution of these presents and it being lodged for registration by the Allottee/Purchaser and the Promoter/Developer being informed about the same, the Promoter/Developer are required to admit execution thereof before the concerned Sub-Registrar/s;

YY. The parties are accordingly executing these presents in the manner hereinafter appearing;

ZZ. The term "Allottee/Purchaser" may include the female gender and plural the said term shall wherever appropriate, mean and include its successors and assigns and in other cases, the said term shall wherever appropriate mean and include all persons claiming right title and interest through such Allottee/Purchaser including their successors in interest;

AAA. (a) Developer/Promoter shall mean and include "Promoter" as defined in RERA and Purchaser(s) shall mean and include "Allottee" as defined in RERA.

(b) Flats/Units/Premises shall mean the apartment as defined in RERA.

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

1. The recitals herein shall be deemed to be incorporated in this operative part as if reproduced herein verbatim.
2. The Promoter/Developers shall inter alia construct a Residential building in the said project viz. ASHAR MERAC Phase I on the said property which is more particularly described in the Second Schedule hereunder written and is delineated on the plan thereof hereto annexed as **Annexure "___"** (hereinafter referred to as "**the said land**") in accordance with the plans designs, specifications sanctioned from time to time by TMC.
3. A) The Promoter/Developers may make such minor additions and/or alterations to the said sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities in respect of the flats may be required by the purchaser/s or such minor changes or alteration as may be necessary due to architectural and structural reasons duly recommended and

verified by an authorized Architect or Engineer and/or requirements of Thane Municipal Corporation and/or statutory rules and regulations.

B) The Promoter/Developer may make any other alterations or additions in the sanctioned plans, layout plans and specifications of the building or the common areas within the project in accordance with the provision and/or Rules under RERA as may be applicable.

C) Notwithstanding anything contained hereinabove the Promoter/Developer has declared that he intends to construct building as may be permitted so as to consume all types of available FSI and entitlements to construct and may construct a building of ground and upto 40 residential upper floors.

4. The Purchaser/s hereby confirm/s that, prior to the execution of this Agreement, the Promoter/Developers have made available the information of the following and the Purchaser/s have agreed and accepted the same: -

(a) The Promoter/Developers are absolutely and sufficiently entitled to the development rights in respect of said pieces and parcel of land.

(b) The nature of the right, title and interest of the Promoter/Developers in respect of the Buildings to be constructed on the said property along with all the relevant documents are as referred to in the recitals recited hereinabove.

(c) The plans and specifications in respect of part of the Building to be put up on the said property have been duly approved and sanctioned by TMC and the plans relating to the remaining floors of the Building shall be got sanctioned from time to time as recited hereinabove.

- (d) The project ASHAR MERAC Phase I to be constructed by the Promoter/Developers on the said property shall be constructed, in accordance with the plans, designs and specifications sanctioned by the TMC and other concerned authorities and/or as amended by the Promoter/Developers as provided in Clause 4a and Clause 4b above, from time to time, using and consuming as may be permissible FSI admeasuring 61640.08 sq.mtrs or such other or further area as may be permissible including FSI originating from the said property (basic FSI) and Premium Transfer of Development Rights (“TDR FSI”) and further FSI as may be available by way of any other policy/scheme of Government or any other entitlement to construct;
- (e) In case if during the work of construction any increase/additional FSI is available or acquired or obtained or further construction is permitted or permissible then in that event the Promoter/Developers shall be entitled to utilize / load the same on the said property either by constructing additional floors or otherwise and the Purchaser/s hereby grant his/her/their express consent to the construction of such additional construction by way of additional floors on the Buildings mentioned hereinabove and/or carry out such additional construction as the Promoter/Developers may deem fit and proper but with the express understanding that the total area of the premises agreed to be acquired by the Purchaser/s is not reduced in any manner whatsoever and howsoever;
- (f) The Developer at present has proposed to construct buildings as under:-

1. Ashar Merac Tower Joy

The Developer shall construct “**First residential building**” to be known as Ashar Merac- Tower Joy Phase I. The Ashar Merac- Tower Joy Phase I shall consist of 36 floors (36 Slabs) and

2. Ashar Merac Tower Eden

The Developer shall construct “**Second residential building**” to be known as Ashar Merac- Tower Eden Phase I. The Ashar Merac- Tower Eden Phase I shall consist of 35 floors (35 Slabs).

3. Ashar Merac Tower Bliss

The Developer shall construct “**Third residential building**” to be known as Ashar Merac- Tower Bliss Phase I. The Ashar Merac- Tower Bliss Phase I shall consist of 35 floors (35 Slabs),

4. At present the Developer has obtained Building Permission for above buildings by proposed utilization of FSI of 61640.08 sq.mtrs. The Developer may avail further FSI or entitlement to construction as may be available under applicable policies of the government, UDCPR, 2020 or TMC and may pit additional construction upto five more floors. The details of construction of units in addition shall be subject to approval by TMC when submitted;`

- (g) The Promoter/Developers are entitled to alter/modify the layout of the said property, including altering, modifying, relocating and reshaping the common areas and amenities shown in the presently approved layout or in brochures of sales promotion etc. The Purchaser/s hereby irrevocably authorizes and gives permission in favour of the Promoter/Developers to modify, relocate, reshape, or vary the common areas and amenities or to put up any

construction after obtaining the requisite approvals from the appropriate authority under D.C Regulations as may be applicable. The Developer shall execute lease in favour of MSEDCL for construction of electric substation which may be in land area earmarked for Phase 2. The electric power from the sub-station shall be transmitted to the entire complex.

5. A. The Purchaser/s hereby agree/s to purchase from the Promoter/Developer and Promoter/Developers do hereby agree to sell to the Purchaser/s Flat No. _____ on _____th Floor of Tower_____ of the project ASHAR MERAC Phase I, having carpet area of _____sq.mtrs. and bounded by boundary line on the Floor Plan hereto annexed and marked as **Annexure ‘__’** and more particularly described in the **THIRD SCHEDULE** hereunder written (hereinafter referred to as “the said Premises”) for the consideration of Rs. _____/- which includes the proportionate price of the common areas and facilities appurtenant to the premises, that may be available the nature, extent and description of the common areas and facilities described in the **Annexure ‘__’** annexed herewith.

B. The Promoter/Developer has provided for exclusive use of Purchaser a balcony admeasuring _____ sq.mtrs area attached to the said flat.

6. The Purchaser/s has/have agreed to pay to the Promoter/Developer the aggregate consideration of Rs. _____/- (Rupees _____Only) being the purchase price for the said flat/premises(exclusive of other payments to be made as provided in this agreement

hereafter)with _____ covered Car Parking if expressly allotted for the beneficial use of the flat and the undivided share, right, title and interest available on completion of project in the common areas, amenities and facilities of the said Tower ____ of project Ashar Merac Phase I more particularly described in the Annexure “___” hereunder written as under:

- a) The Purchaser/s has/have prior to the date of execution of these presents paid a sum of Rs. _____/- (Rupees _____Only) (not exceeding 10% of the total consideration) as advance payment or application fee to Promoter/Developers the payment and receipt whereof the Promoter/Developers do hereby admit and acknowledge.
- b) The Purchaser/s has paid further payment towards the consideration money of Rs. _____/- (Rupees _____Only) within to make ___% of the consideration money on or before execution of these presents and has paid Stamp duty and Registration Charges as applicable.
- c) Further payment of consideration money shall be as under:-
 - a) the sum of Rs. _____/- equivalent to 5% on completion of Plinth.
 - b) the sum of **Rs.** _____/- equivalent to 5% on completion of P1
 - c) the sum of **Rs.** _____/- equivalent to 5% on initiation of ___ slab
 - d) the sum of **Rs.** _____/- equivalent to 5% on

- initiation of ___ slab.
- e) the sum of **Rs. _____** /- equivalent to 5% on initiation of ___ slab.
- f) the sum of **Rs. _____** /- equivalent to 5% on initiation of ___ slab.
- g) the sum of **Rs. _____** /- equivalent to 5% on initiation of ___ slab.
- h) the sum of **Rs. _____** /- equivalent to 5% on initiation of ___ slab.
- i) **Rs. _____** /- i.e. 5% of consideration on completion of brickwork up to floor level of the flat.
- j) **Rs. _____** /- i.e. 5% of consideration on completion of internal plaster of the flat.
- k) **Rs. _____** /- i.e. 5% of consideration on completion of external plaster upto floor level of the flat
- l) **Rs. _____** /- i.e. 10% of consideration money on completion of flooring work upto of the flat.
- d) The balance Rs. _____ /- 5% of consideration money on or before the Developer/Promoter offering to handover the said premises to the Purchaser/s or on permitting the Purchaser/s to enter into flat whichever is earlier.
- e) The payment terms are as agreed between the parties hereto, and may be modified or altered before or after execution of Agreement as may be mutually agreed.
- f) CGST/SGST as payable is not included in consideration money and installments referred above and purchaser shall

pay the same as may be demanded. The Purchaser shall deduct TDS under Income Tax Act as applicable.

- g) The payment of each and every installment on due date is the essence of contract.
- h) The total price above excludes Taxes (consisting of tax paid or payable by the Promoter/Developer by way of CGST/SGST or any other taxes of Central/State Government or Local Body which may be levied in connection with the construction of carrying out the Project payable by the Promoter/Developer) up to the date of handing over the possession of the Flat and same shall be payable by Purchaser as and when demanded. Provided always that Purchaser shall require to make payments of maintenance and other charges and deposits etc as provided hereafter.
- i) The total price is escalation free save and except escalations/increases due to increase on account of development charges payable to the Thane Municipal Corporation and/or any other authority and/or any other increase in charges which may be levied or imposed by the Thane Municipal Corporation and/or any other authority from time to time. The Promoter/Developer undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, costs, or levies imposed by the Thane Municipal Corporation the Promoter/Developer 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.

7. The Promoter/Developer may avail Term Loan or Finances /Advances from any Bank or Financial Institution as he may deem fit and may create charge or mortgage of the said property and all constructions put or to be put by the Developer and all receivables to which the Developer maybe entitled to in the redevelopment project or otherwise related thereto. The promoter/developer shall obtain NOC from the Mortgagee as and when required pursuant to the agreement for sale of flat/premises in the building.
8. The Promoter shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the said building is complete and the Occupation Certificate is granted by TMC or such other competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3%. The total Sale Consideration payable on the basis of the carpet area of the Premises, shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area, and if such reduction is within the defined limit of 3%, then the Promoter shall refund the excess money paid by Purchaser, within 45 (forty-five) days with annual interest at the rate specified in the RERA Rules, from the date when possession of the said Premises shall be offered by the Promoter, till the date of refund. If there is any increase in the carpet area, within the defined limit of 3%, then the Promoter shall demand additional amount from the Purchaser towards Sale Consideration, which shall be payable by the Purchaser prior to taking possession of the Premises. It is clarified that the payments to be made by the Promoter/Allottee, as the case may be, under this Clause, shall be made at the same rate per square metre as agreed herein. The Purchaser will not have any right to claim possession of the said Premises till the Purchaser makes payment of all dues towards the consideration of the said

Premises as well as other charges and amounts as demanded by the Promoter.

9. Without prejudice to the right of Promoter/Developer to charge interest in the terms as provided herein below the Purchaser/s hereby agree/s that if the Purchaser/s commit three defaults (i) in payment of any of the aforesaid installments, on their respective due dates (time being of the essence of the contract), with or without interest, as the case may be, and/or, (ii) in observing and performing any of the terms and conditions of this Agreement, and if the default continues in spite of 15 (fifteen) days' notice (in writing) by Registered Post AD at the address provided by the Purchaser and/or by email having been given / sent by the Promoter/Developers to the Purchaser/s at the email address provided by the Purchaser, of his intention to terminate this Agreement and of 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/Developer within the period of the notice then at the end of such notice period the Promoter/Developer shall be at liberty to unilaterally terminate this Agreement. Provided further that, in the event of termination, the Promoter/Developers shall refund to the Purchaser (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Promoter/Developer) within a period of thirty days of the effective termination i.e. registration of cancellation agreement, the installments of sale consideration of the Flat which may till then have been paid by the Purchaser to the Promoter/Developer. Provided further that, the Promoter/Developer on expiry of thirty days of giving notice of termination and breach is continued on the part of Purchaser,

shall be entitled to sell the flat or deal with it in the way it may deem fit.

10. The Promoter/Developer shall be entitled to deduct the earnest money that is amount equal to 10% of the total and full consideration money payable/paid by the Purchaser/s to the Promoter/Developers and refund the balance installment amounts. The amounts paid by the Purchaser/s to the Promoter/Developers till then towards CGST/SGST and other like taxes shall be non-refundable. On the Promoter/Developers terminating this Agreement under this clause, they / he shall be at liberty to sell and dispose of the said premises to any other persons/parties as the Promoter/Developers may deem fit and proper, at such price and upon such terms and conditions as the Promoter/Developers may determine and the Purchaser/s shall not be entitled to raise any dispute or objection to such sale or to claim any compensation or damages of any nature whatsoever from the Promoter/Developers by reason of such sale or transfer being effected by the Promoter/Developers in favour of any other person/s or party.

11. Without prejudice to the other rights of the Promoter/Developers under this Agreement and/or in law the Purchaser/s hereby agree and undertake in case the Purchaser/s fail to pay any amount payable under this agreement, the Promoter/Developers shall be entitled to appropriate the amount received from Purchaser firstly towards taxes payable by the Purchaser then towards the interest payable for all outstanding installments towards consideration in respect of the said premises, cheques bounce charges, if any, then any administrative expenses and lastly towards consideration/outstanding dues in respect of the said premises.

12. At the discretion of the Developer, if the Purchaser/s communicates his willingness to continue with the agreement, the Agreement shall not be terminated provided the Purchaser pays all the amounts which may be payable on date of his communication to continue with agreement and all outstanding interest and further charge of Rs. 5000/- (Rs. Five Thousand only) as notice charges.

13. The Promoter/Developer shall in respect of any consideration amount or any other amount due to the Promoter/Developer remaining unpaid by the Purchaser/s under the terms and conditions of this agreement will have first lien and paramount charge on the said flat/premises agreed to be allotted to the Purchaser.

14. It is clarified that purchaser accords his irrevocable consent to the Developer to appropriate any payment made by him, notwithstanding any communication to the contrary, in the following manner:

- i. Firstly, towards any cheque bounce charge in case of dishonor of cheque or any other administrative expense incurred by the company towards the booking/allotment of the Unit;
- ii. Secondly, towards interest as on date of delayed payments
- iii. Thirdly, towards costs and expenses for enforcement of this Agreement and recovery of the Total consideration, dues and taxes payable in respect of the unit;
- iv. Fourthly, towards outstanding dues including Total consideration in respect of the unit or under the Agreement.

Under any circumstances and except in the manner as aforesaid, no express intimation or communication by the Purchaser, with regard to

appropriation/application of the payments made hereunder shall be valid and binding upon the Developer.

15. A. The Purchaser shall take possession of the Flat within 15 days of written notice from the Promoter to the Purchaser intimating that the said Flat is ready for use and occupancy and shall be liable for the maintenance from the date of possession or at the end of 15 days whichever is earlier.

B. However, the Promoter/Developer shall upon obtaining the occupancy certificate/part occupancy certificate from the Thane Municipal Corporation and after receipt of the full payment to be made by the Purchaser as per the agreement shall offer in writing the possession of the said flat/premises in terms of this Agreement. The Purchaser/s shall be bound and liable to take possession of the said flat/premises within Three (3) months from the date of the Promoter/Developers giving written notice to the Purchaser/s. Provided however that the purchaser shall be liable to pay maintenance charges as provided in following paragraphs. The Promoter/Developer agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter/Developer. The Purchaser/s hereby agrees and undertakes to pay the maintenance charges as determined by the Promoter/Developer or association of Purchasers as the case may be.

16. Upon receiving a written intimation from the Promoter/Developer as per Clause 15 the Purchaser shall take possession of the Flat from the Promoter/Developer by executing necessary indemnities, undertakings, and such other documentation as prescribed in this Agreement and the Promoter/Developer shall give possession of the Flat to the Purchaser. In case the Purchaser fails to take possession within

the time provided in Clause 10 the Purchaser shall continue to be liable to pay maintenance charges as applicable.

17. A. The Promoter/Developer shall give Possession of the said premises to the Purchaser/s on or before December 31, 2028 with provision of an extension of 12 months or such extended date as may be allowed by MAHARERA from time to time subject to the concerned authorities granting the necessary sanctions and approvals for the construction and completion of the Buildings to be constructed on the said property and subject to force majeure conditions. If the Promoter/Developer fails or neglects to give possession of the Flat to the Purchaser on account of reasons not beyond his control and his agents by the aforesaid date then the Promoter/Developer shall be liable on demand to refund to the Purchaser the amounts already received by him in respect of the Flat with interest at the same rate as may be mentioned herein from the date the Promoter/Developer received the sum till the date the amounts and interest thereon is repaid. In the above event, neither party shall have any other claim against the other in respect of the said premises or arising out of this Agreement and the Promoter/Developers shall be at liberty to sell and dispose of the said premises to any other person at such price and upon such terms and conditions as the Promoter/Developer may deem fit.

B. The Promoter/Developer shall be entitled to reasonable extension of time for giving delivery of Apartment/Flat on the aforesaid date given in para above by applying to the Real Estate Regulatory Authority constituted under Section 6 of the said RERA, if completion of the building in which the Apartment/ Flat is to be situated is delayed on account of (a)Any force majeure events; (b) Any notice, order, rule, notification of the Government and/or other public or competent

authority/court; (c)Any other circumstances that may be deemed reasonable by the Authority.

18. If for any reason other than what is stated herein above, the /Promoter/Developers are unable or fail to give possession of the said premises to the Purchaser/s by the date specified hereinabove or any further extended date as granted by the Real Estate Regulatory Authority under section 6 of the said RERA and consequently fails to abide by the time schedule for completing the building/project and handing over the Flat to the Purchaser, the Promoter/Developer agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest that shall be highest State Bank of India Marginal Cost of Lending rate plus two percent, on all amounts paid by the Purchaser, for every month of the delay, till the handing over of the possession. The Purchaser agrees to pay to the Promoter/Developer interest as quoted above herein on all the delayed payment which become due and payable by the Purchaser to the Promoter/Developer under the terms of this Agreement from the date the said amount is payable by the Purchaser to the Promoter/Developer.

19. Upon possession of the said premises being handed over to the Purchaser/s, he/she/they/it shall be entitled to the use and occupation of the said premises for lawful and approved residential purpose only. Upon the Purchaser/s taking possession of the said premises he/she/they/it shall have no claim against Promoter/Developers in respect of any item of work in the said premises, which may be alleged not to have been carried out or completed. The only liability of the Promoter/Developers shall be the statutory liability under Section 14(3) of the said Act which relates to the defect liability period of Five (5) years.

20. On and from the date of taking possession on entering upon the said premises or from the date of expiry of a period of 15(Fifteen) days from the date of the Promoter/Developer's intimating by letter or email or by any other mode to the Purchaser to take the possession of the said premises, whichever is earlier, the Purchaser/s shall be bound and liable to bear and pay all taxes levied by TMC and/or any other government bodies and authorities and/or statutory bodies and/or authorities and also all the charges for electricity and other services and all other outgoings including common area maintenance, the Society outgoings that shall be payable in respect of the said premises irrespective of whether the purchaser's take the possession or not.
21. The said premises is intended and shall be used for approved residential purposes only and the Purchaser/s shall not use the said premises or any part or portion thereof for any other purposes whatsoever. The Purchaser/s shall use the parking space/s allotted to him/her/it/them only for the purpose of keeping or parking the Purchaser's own vehicle and for no other purpose and the parking space/s and the said premises shall always be sold/transferred together with flat and not separately for any reason whatsoever.
22. It is expressly agreed that the Purchaser/s shall be entitled to use the "Common Areas and Facilities" appurtenant to the said premises and the nature, extent and description of such "Common Areas and Facilities" are set out in the **Annexure** "____" annexed hereto.
23. That as part of the common facilities for the residents of the said project ASHAR MERAC Phase I, the Promoter/Developer proposes to construct amenities more particularly mentioned in

Annexure ____ hereunder subject to the approval from The Municipal Authorities .

24. The facilities proposed are subject to approval as may be required and may change in accordance with Rules and/or to use full FSI. The Promoter/Developers shall also take necessary approvals from Thane Municipal Corporation for that purpose if so required. The Purchasers of the premises in the project ASHAR MERAC Phase I (including the Purchaser herein) shall contribute proportionately for the maintenance of the same. The ownership thereof shall rest with the Promoter/Developers and a Committee of the members of the flat owners will be formed for maintenance of the said extra amenities / facilities. The said Committee shall have representatives of the Promoter/Developers who will always be in majority and the balance committee members shall be selected from the flat purchasers. All decisions relating to the said extra maintenance amenities / facilities and its maintenance charges and recurring expenses shall be taken by the said committee. The facilities/amenities shall be finally handed over to the Society of Purchasers.
25. The purchaser of the flat and his family members residing with him in the said flat shall be entitled to use amenities listed in Annexure ____ on the terms and conditions as may be determined and laid down by the Promoter/Developer or by Society after it is handed over to Society.
26. The Promoter/Developer shall make arrangement for the maintenance of the common amenities including swimming pool if provided in the manner they deem fit and proper. However, the Promoter/Developers shall not be liable for any act of commission or mission or failure in maintenance of common

amenities. The Purchaser undertakes to abide by all terms, conditions, stipulations, rules, regulations and bye-law in respect of the common amenities and its use and enjoyment thereof as may be framed from time to time by the Promoter/Developers/Society.

27. The Promoter/Developers have informed the Purchaser/s as under:

a) The Promoter/Developers will be providing common infrastructural facilities as may be permitted by TMC in the plans approved or modified and to be approved such as, water pipes, drainage and electrical connections, compound walls etc. to be used by the Purchaser/s of the said premises along with the other purchasers including the co-operative society comprising of all other purchasers of the premises in the Buildings proposed to be constructed on the said property.

b) The expenses for maintenance, repairs, improvements, replacements in respect of the said infrastructure facilities shall be shared / divided between the purchasers of the premises in the Buildings proposed to be constructed on the said property.

28. The Purchaser/s hereby agree/s and bind/s himself / herself / themselves / itself to pay to the Promoter/Developers in advance the ad-hoc payments in respect of maintenance charges of the common infrastructural facilities and amenities for a period of 24 months or more from the date premises are handed over to the Purchaser/s or from the expiry of 15 days from the date of receipt of O.C. whichever is earlier till the formation and handing over of the building to Society of the purchasers of the

premises in the Buildings proposed to be constructed on the said property.

a) The parties hereto have agreed that car parking agreed or as may be agreed to be given by the Promoter/Developer shall be of covered parking which may be in mechanized parking system. In respect of the

b) parking system/mechanized parking the Promoter/Developer may enter into contract with the servicing company of their choice in respect of maintenance and servicing of parking system, the cost whereof shall be borne and paid by the purchaser on pro-rata basis in the manner as may be decided by the Promoter/Developer and shall be included in the maintenance of said flat / Apartment. For the purpose of smooth operation, maintenance and various matters in respect of facility of parking the Promoter/Developer may retain the servicing company till they handover the property / charge to the organization as mentioned herein and after handing over charge to the organization, such organization shall be at liberty to continue with the services of the same servicing company or at its option can appoint other company of its choice to carry out maintenance and servicing thereof entirely at their cost and expenses. Provided further that the purchaser shall be required to pay all outgoings in respect of dues payable by him towards the maintenance etc. of covered parking system in advance for a period of

24 months, over and above the amount referred in Para (b) hereunder.

- c) Within 15 days after notice in writing is given by the Promoter/Developer to the Purchaser that the Apartment/Flat is ready for use and occupancy, and from the date of entering upon the said premises whichever is earlier, the Purchaser/s shall be liable to bear and pay the proportionate share of outgoings in advance to the Promoter/Developer until the lease of the said property is executed in favor of a Co-operative Society or till building management is taken over by the said Society whichever is earlier and thereafter to the Co-operative Society that shall be formed, such amounts that may be decided by the Promoter/Developer or the Co-operative Society as the case may be for (a) Insurance Premium (b) All Municipal and other taxes that may from time to time be levied in respect of the said property and/or building and betterment charges or such other levies by the Thane Municipal Corporation and/or government water taxes and water charges, common lights, repairs, salaries of clerks bill collectors chowkidars, sweepers, and all other expenses necessary and incidental to the management and maintenance of project land and buildings (c) Outgoings for the maintenance and management of the estate, and the amenities, common lights and other outgoings such as collection charges, charges for watchmen, sweeper and maintenance of accounts, insurance premiums

or any other outgoings incurred in connection with the said property and the Buildings along with service tax as applicable. The Purchaser/s agrees and binds himself to pay to the Promoter/Developer his provisional monthly contribution in addition to payments to be made as provided elsewhere in these presents sum of Rs. _____/- [approximately estimated towards 24 Months dues towards the above] in advance and/or further or such amounts as may be fixed by the Promoter/Developer towards the aforesaid outgoings. Provided that the Promoter/Developers shall be liable to pay only the municipal rates and taxes, at actuals, in respect of the unsold Apartments in the Buildings to be constructed on the said property and shall not be liable to contribute for maintenance charges. The amounts so paid by the Purchaser to the Promoter/Developer shall not carry any interest and remain with the Promoter/Developer until a lease being of the structure of the building is executed for the Society or a limited company as aforesaid. On such lease being executed for the structure of the building the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter/Developer to the Society or the Association of Societies as the case may be.

- d) Within 3 months from the date of issuance of the full Occupation Certificate or the full Completion Certificate with respect to the Real Estate Project whichever is later, the part of the Real Estate

Project comprising the building, habitable floors and common areas and amenities therein together with the FSI/development potential consumed in construction thereof, shall be transferred to the co-operative society of flat purchasers in the Phase/project. For sake of clarity, it is provided that it is a project in layout and the promoter shall execute the Conveyance of the entire undivided or inseparable land underneath all buildings jointly or otherwise within three months from the date of issue of Occupancy Certificate to the last of the building or wing in the layout.

- e) The Developer may promote and form one or more societies for the Phase I building. The conveyance in favour of society/(s) shall be executed after completion of the entire project in the said property more particularly referred in First Schedule hereunder written.
- f) Provided further that the Developer may execute conveyance in favour of association of societies when formed by the societies in the said property more particularly referred in First Schedule hereunder written.
- g) The Developer shall be entitled to avail unutilized portion of FSI or potential for construction.
- h) The costs, expenses, charges, levies and taxes on the Society Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the purchasers/ society/ association.

- i) Post the receipt of the full occupation certificate, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project including any common areas facilities and amenities and the Promoter shall not be responsible for the same.

29. A. The Purchaser/s in addition to the consideration money shall pay to the Promoter/Developers on the execution of these presents' development charges and miscellaneous and other costs as provided hereunder: -

- i) Rs. ____/- (Rupees _____) lump sum amount of legal charges for this Agreement and formation of Society etc. as provided herein.
- ii) Rs. ____/- for share money, application and entrance fee of the Society etc.
- iii) Advances towards Maintenance and Insurance premiums etc. as may be applicable.
- iv) Rs. ____/- towards Electric Meter and other charges.

B. The amounts received/receivable by the Promoter/Developer as provided hereinabove may be utilized alternatively for one or other requirement. In case there shall be deficit in this regard, the Purchaser/s shall forth with on demand pay to the Promoter/Developer within seven days of the demand his proportionate share to make up the deficit and in the event the Purchaser fails to pay the same in time the Purchaser shall be liable to pay the same with interest at highest State Bank of India Marginal Cost of Lending rate plus Two Percent per

annum, or interest as may be applicable under the provisions of RERA and in absence of any such provision at 10% p.a. whichever is higher notwithstanding anything contained in this agreement, the payment of above amounts in time shall be essence of contract.

C. The Purchase/s shall, in addition to the amount specified in Clause A hereinabove, pay to the Promoter or society interest free refundable security deposit of amount as maybe decided by the Developer/Society for carrying out fit-out works in the said Premises, which shall be refunded (without any interest) to the Purchase/s upon completion of the fit-out work and subject to compliance of all conditions as may be specified by the Promoter, and provided that the Purchase/s has not caused any damage to the structure of the building and has not carried out any unauthorized work, while carrying out such fit-out work. In the event, the Purchase/s shall have carried the fit-out work or any other interior work in the said Premises in breach of any of the conditions specified herein, the Promoter shall be entitled to forfeit the said interest free refundable security deposit.

30. If within a period of 5 (Five) years from the date of handing over possession of the said premises to the Purchaser/s, the Purchaser/s brings to the notice of the Promoter/Developers any structural defect in the said premises or any defect on account of workmanship, quality, or provision of service , then in that event, wherever possible, such defects shall be rectified by the Promoter/Developer at his own cost and incase it is not possible to rectify such defects then the Purchaser/s shall be entitled to

receive from the Promoter/Developers reasonable compensation for such defect or change in the manner provided under this said RERA.

31. Provided further that notwithstanding any provisions regarding the liability of the Promoter/Developer about any structural defect in flat or building or any account of workmanship, quality or provision of service, the Promoter/Developer shall be ceased to be liable in respect thereof for all acts arising out of or related to the works carried out by the Purchaser/s or arising due to failure on the part of Purchaser/s to take proper care. Provided further that the liability of the Promoter/Developer regarding structure or workmanship shall cease on any change or alteration in the original is made or disturbed by the Purchaser/s.
32. The Purchaser/s hereby agree/s and undertake/s that any Grill work shall be done by the purchaser/s at its own cost.. However, the design of the Grill will be provided by the Developer to maintain uniformity of building elevation. In case of deviation in design, the Developer reserves the right to take down grill at any point even after possession.
33. The Purchaser/s hereby agree/s and undertake/s that in case of any payments are required to be made to the Government of Maharashtra or the statutory/ revenue / administrative bodies and authorities under any head or name whatsoever, arising strictly on account of construction of the Buildings proposed to be constructed on the said property and sale of flats to the new purchasers at any point of time either during the work of construction being carried out on the said property or after the juridical and physical possession of the said premises is handed

over by the Promoter/Developers to the Purchaser/s or otherwise, then in that event, such payments shall be made by the flat purchasers alone or by the Co-operative Housing Society or the body formed by the Purchaser/s. The Promoter/Developers shall not be called upon to make any payments for the aforesaid purpose or contribute towards the same in any manner whatsoever.

34. The Purchaser/s for himself / herself / itself / themselves and his/her/its/their nominee/s, heirs, executors, administrators and assigns and to the intent that the covenants herein contained shall be binding upon all the persons in whose hands the said premises shall come, hereby covenant/s with the Promoter/Developers as follows: -

a) To maintain the premises at Purchaser/s' own cost in good tenable repair and condition from the date of possession of the said premises are taken or from the date of expiry of a period of Fifteen days from the date of the Promoter/Developers offering possession of the said premises to the Purchasers, whichever is earlier and shall not do or suffer to be done anything in or to the building in which the said premises are situated, staircase or any passages which may be against the rule, regulations or bye-laws of concerned local or any other authority or change/alter or make addition in or to the building in which the said premises are situated and the said premises itself or any part thereof;

b) 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 said premises are situated or storing

of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages which may damage or likely to damage the staircase, common passages or any other structure of the building in which the said premises are situated, including entrances of the building in which the said premises are situated and in case any damage is caused to the building in which the said premises are situated or the premises on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach;

- c) To carry out at its own cost all internal repairs to the said premises and maintain the said premises in the same condition, state and order in which it was delivered by the Promoter/Developer to the Purchaser/s and shall not do or suffer to be done anything in or to the building in which the said premises are situated or to the said premises which may be in contravention of the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d) Not to demolish or cause to be demolished the said 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 said premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Buildings in which the said premises are situated and shall keep the portion sewers, drain pipes in the said premises

and 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 said premises are situated and shall not chisel or in any other manner damage the columns, beams, walls, slabs or RCC, Pardis or other structural members in the said premises without the prior written permission of the Promoter/Developers and/or the Society or the Limited Company;

- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the building in which the said premises are situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance.
- f) 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 said property and the building in which the said premises are situated.
- g) Pay to the Promoter/Developers within 15 days of demand by the Promoter/Developers, his/their/its share of security deposit demanded by concerned local authority or Government or giving water, electricity or any other service connection to the building in which the said premises are situated.
- h) 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 any change of user, if any, of the said premises by the Purchaser/s;

- i) The Purchaser/s and the persons to whom the other Apartments in the Buildings are sold or are agreed to be sold hereby agree to sign and execute all papers, documents and do all other things for safeguarding the interest of the Promoter/Developers and all persons acquiring the remaining Apartments in the Buildings constructed on the said property.
 - j) The Purchaser shall be entitled to put grills at his own cost only as per grill design provided and approved by developer to maintain building elevation.
 - k) Maintain and repair all signages associated with building at all times.
35. The Purchaser/s shall not let, sub-let, transfer, assign or part with its interest or benefit under this Agreement or part with the possession of the said premises till such time that the occupation certificate of the unit is received and all the amounts payable by the purchaser are paid in full and the purchaser is not in breach of any of the terms and conditions of this agreement.
36. The Purchaser/s shall observe and perform all the rules and regulations which the Society 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 Buildings and the said 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 and the Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the said

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;

- a) The Purchaser/s shall allow the Promoter/Developers and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said premises or any part thereof for the purpose of making, maintaining, repairing, improving, replacing, re-building, cleaning, lighting and keeping in order and good condition the said infrastructural facilities as also services, drains, pipes, cables, water connections, telephone and electric connections, wires, part structures and other conveniences belonging to or serving the said premises or the building in which the said premises are located and for the purpose of laying down, maintaining, repairing and testing drainage lines, water pipes and electric wires and for similar purposes.
- b) The Purchaser/s shall not do or permit to be done any act or thing which may render void or voidable any insurance of any premises or any part of the Building or cause any increased premium to be payable in respect thereof or which is likely to cause nuisance or annoyance to users and occupiers of the other premises in the Building. However, it is clarified that this does not cast any obligation upon the Promoter/Developers to insure the building or premises agreed to be sold to the Purchaser/s.
- c) Not to use the refuge area provided in the Building for any purpose whatsoever as the same is exclusively provided for a refuge in case of fire in the Building.

- d) The Purchaser/s shall not to do any act or deed which shall be in violation of the terms and conditions attached to the various sanctions/approvals/NOCs etc. set out in the recitals hereinabove.
 - e) The Purchaser hereby expressly agrees that all obligations on the part of Purchaser shall be complied with Purchaser as may be required by the Promoter/Developers and Promoter/Developer shall be entitled to call upon the Purchaser to comply with the same and/or rectify or take any action in respect thereof. Nothing contained in these Presents is intended to be nor shall be construed to be a grant, demise or assignment in law of the said premises or of the said property, hereditaments and premises or any part thereof or of the Building thereon or any part thereof.
 - f) Nothing contained in these Presents is intended to be nor shall be construed to be a grant, demise or assignment in law of the said premises or of the said property, hereditaments and premises or any part thereof or of the Building thereon or any part thereof.
 - g) The Purchaser/s shall carry all interior and other works with due care and caution and take proper care of the Flat.
37. The Purchaser/s hereby agree/s and undertake/s to indemnify and keep indemnified the Promoter/Developers and the Society from and against any loss, damage, inconvenience, disturbance, litigation, that they may suffer or be put to by reason of the Purchaser/s committing a breach of any of the terms and conditions set out in this Agreement and/or in the bye-laws of the said Society and/or any applicable laws, rules and regulations.

- a. The Promoter/Developers shall, within three months from the date on which fifty one (51) percent of the total number of the Purchasers in the building have booked their apartments, apply to the Registrar for registration of Co-operative Society to initiate process for registration of Society.
 - b. The Promoter/Developers shall, within Six months of registration of the Society or completion of project whichever is later as aforesaid, cause to be transferred to the society / association of societies all the right, title and the interest of the Promoter/Developers in the said structure of the Building in which the said premises is situated.
38. The Purchaser/s for himself / herself / itself / themselves and his/her/its/their nominee/s, heirs, executors, administrators and assigns and to the intent that the covenants herein contained shall be binding upon all the persons in whose hands the said premises shall come, hereby covenant/s as follows: -
- a) The Purchaser/s shall maintain at his/her/their own costs the said premises agreed to be purchased by him/her/them from the date of possession of the said premises are taken or from the date of expiry of a period of 15 (Fifteen) days as provided in Clause 15 above and shall abide by all bye-laws, rules and regulations of the Government, Local Bodies and Authorities, Electricity Supply Company, the Co-operative Society (as the case may be) and shall attend to answer and be responsible for all actions and violations of any of the conditions or rules or bye-laws and shall observe and perform all the terms and conditions contained in this Agreement. The Purchaser shall be liable to pay property tax and municipal dues as per Municipal Rules.

- b) The Purchaser/s shall from time to time sign and execute the application for the formation and registration of the Society including the byelaws of the proposed society within Seven days of the intimation by the Promoter/Developers. The Purchaser shall be bound from time to time to sign all the papers and documents and all other deeds as the Promoter/Developers may require him/her/them to do from time to time for safeguarding the interest of the Promoter/Developers and the Purchaser/s of other premises in the Buildings. Failure to comply with the provisions of this clause will render this Agreement ipso facto to come to an end. The Purchaser/s shall ensure that as and when the Promoter/Developers shall so require, the Co-operative Society shall pass the necessary resolution confirming the right of the Promoter/Developers as aforesaid to carry out additional construction work as stated hereinabove on the Buildings and also confirming the right of the Promoter/Developers to sell on Ownership basis other premises in the Buildings.
- c) The Purchaser/s shall after obtaining the possession of the said premises and in the event of any amount becoming payable by way of levy or premium to the Concerned Local Authority or to the State Government or any amount becoming payable by way of betterment charges or development levies or any other payment of a similar nature in respect of the said Apartment/premises, the same shall be reimbursed by the Purchaser/s to the Promoter/Developers in the proportion of the area of the said Apartment/premises.
- d) The Purchaser/s shall on demand, deposit with the Promoter/Developers his/her/their proportionate share towards the installation of water meter and electric meter and/or any

other charges/deposit to be paid by the Promoter/Developers to the Local Authority or Body concerned and/or to any other Concerned Authority.

- e) The Purchaser/s shall make the payments of installment of purchase price, as herein in this Agreement stipulated on time to the Promoter/Developers and all other amounts payable to the Promoter/Developers in time. In the event of the Purchaser/s making any default in payment of the purchase price installments to the Promoter/Developers and/or his/her/their share in taxes, maintenance, deposits and other outgoings regularly as agreed to herein by him/her/them, to the Promoter/Developers, the Promoter/Developers will have right to terminate this Agreement or seek specific performance against the Purchaser/s for recovering the same.
- f) After the possession of the said Premises is handed over to the Purchaser/s if any additions or alterations in or about or relating to the Buildings are required to be carried out by the Government, Local Authority or any other Statutory Authority, the same shall be carried out by the purchasers of various premises in the Buildings at his/her/their own costs and the Promoter/Developers shall not be in any manner liable or responsible for the same.
- g) On the vesting possession, management and control of the building and the said property on which the Buildings stands to the respective Co-operative Society and/or association as stated herein above, the Co-operative Society shall take over complete responsibility for the management of the Buildings and shall be solely responsible for collections of dues from its members and for the disbursement of such collections in relation to Building along with the said property on which the

Building stands including payment of property taxes, cess, municipal taxes, salaries of the employees charged with the duties for the maintenance of the said property and the security of the building to the intent that the said property shall be kept free from all claims, attachments and sale or other legal encumbrances, charges and liens. If the Co-operative Society fails to perform its obligations mentioned hereinabove the Promoter/Developer in any event shall stand absolved from its responsibility of managing the building, receiving and paying the outgoings including the property taxes, cesses, Municipal taxes and other incidental charges connected with the maintenance and security of the Building. The Purchaser/s shall ensure by executing any document or documents or doing all acts, deeds and things as he/she/they may be required to do by the Promoter/Developers that such obligations as aforesaid are undertaken and performed by the Society or being his/her/their successor in interest and failure or lapse on the part of the Purchasers in so doing shall entitle

h) the Promoter/Developers to rescind this Agreement and the consequences of recession as envisaged hereafter shall follow.

39. The Promoter/Developer shall not be liable to pay any maintenance or common expenses in respect of the unsold premises. The Promoter/Developer shall however bear and pay the municipal taxes and dues of the corporation for the same from the date of occupancy certificate. The Developer shall be entitled to become member of the society in respect of the unsold flats and the Developer's shares shall be transferred by society in the name of purchaser of the said flat/units and the society shall not charge any premium or NOC charges by whatever name called.

40. The Promoter/Developer shall further be entitled to maintain the signage of the building at their own cost. Also provided that the society shall if not maintained by developer shall be liable to maintain and shall not disturb the signage at any time.
1. The Car-parking Space allotted to the Purchaser in covered Car Parking System shall be used by the Purchaser for its own use. The said right of exclusive use shall be heritable and transferable along with the Unit/s to which it belongs and not otherwise.
 2. Any delay or indulgence by the Promoter/Developers in enforcing the terms of this Agreement or any forbearance or giving time to the Purchaser/s shall not be considered as a waiver on the part of the Promoter/Developers of any breach or noncompliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the remedies of the Promoter/Developers.
 3. All payments, which are to be made under this Agreement, shall be made/effectuated by Account Payee Cheques drawn in favour of the Promoter/Developer and payable at Mumbai/Thane, and no payments made otherwise than as aforesaid, shall be valid or binding upon the Promoter/Developers. Further, no receipts for any payments shall be valid or binding unless it is issued by the Promoter/Developers on their printed letterhead/receipt form and duly signed.
 4. TDS Certificate in form of 16B is required to be issued by the Purchaser as a final confirmation of credit to the Promoter/Developers in respect of the taxes deducted and deposited into the Government Account.
 5. The /Promoter/Developers shall be entitled to alter the terms and conditions of the Agreement relating to the unsold premises in

the Buildings of which the said premises form part and the Purchaser/s shall have no right to object to the same.

6. All letters, circulars, receipts and/or notices issued by the Promoter/Developers dispatched by post or by courier to the address known to them of the Purchaser/s will be a sufficient proof of the receipt of the same by the Purchaser/s and shall completely and effectually discharge to Promoter/Developers. For this purpose, the Purchaser/s has/have given the address as mentioned hereinabove.
7. Any dispute between the parties shall be settled amicably following conciliation proceedings. In case of failure to settle the dispute amicably, the same shall be decided as per the provisions of the Real Estate (Regulation and Development Act, 2016, Rules and Regulations), there under.
8. The full stamp duty in accordance with the Maharashtra Stamp Act, 1958 in respect of this Agreement shall be borne and paid by the Purchaser alone. The registration charges and related expenses shall be paid by the Purchaser in advance.
9. The Purchaser/s shall pay the amount of GST, or any other tax, cess etc. levied and/or leviable and/or becoming payable now and/or becoming payable at any time hereafter on the said Flat/Apartment and/or on the basis of this Agreement under the provisions of The Central Goods and Services Tax Act, 2017 and/or the Municipal Tax etc. and/or any other tax statute.

THE FIRST SCHEDULE

Description of the Bigger Land

All those pieces and parcels of lands all situate, lying and being at Village Panchpakhadi, Taluka Thane, District Thane, Maharashtra and

bearing the following Sub-Plot Numbers, Survey Nos., Hissa Nos and areas:

Survey Nos and areas as per Family Arrangement Agreement cum Deed of Conveyance dated 27 th September, 2023		Corresponding Survey Nos and areas as per revenue records		Sub-Plot No. as per Architects certificate and sanctioned plan
Survey No.	Area (in sq.mtrs)	Survey No.	Area (in sq.mtrs)	
412/2(pt)	4740	412/2A(pt)	4740	A2 (pt)
422/2(pt)	4901.77	422/2(pt)	4902	A2(pt)
423/2	400	423/2	400	A5(pt)
425/2(pt)	3020	425/2(pt)	2748.75	A4-X (pt) and A5(pt)
426(pt)	5906.28	426/A(pt)	6072.77	A4-X (pt), A4-Z (pt) and A6 (pt)
440/1/1(pt)	6326.20	440/1A(pt)	9086.17	A4-Z(pt)
440/1(pt)	3433.94			A6(pt)
484(pt)	6116.49	484	5337	A5

Road Area	166.49			Road Area
Total	35,011.17		33,286.69	

Admeasuring in the aggregate 35,011.17 sq.mtrs as per Conveyance but 33,286.69 sq.mtrs (excluding road area of 166.49 sq.mtrs) as per revenue records.

THE SECOND SCHEDULE ABOVE REFERRED TO:

All those pieces and parcels of lands all situate, lying and being at Village Panchpakhadi, Taluka Thane, District Thane, Maharashtra and bearing the following Sub-Plot Numbers, Survey Nos., Hissa Nos and areas as : i) Survey No.412/2/A(pt); ii) Survey No. 422/2(pt); iii) Survey No. 423/2; iv) Survey No. 425/2; v) Survey No. 426(pt) vi) 413/2 (pt) admeasuring in the aggregate 14918.71 sq.mtrs bounded as follows:

East: FIS School and Ashar Estate (S.No. 412/2,426)

West: Nala/Residential Structures (S.No. 422,423)

North: Private Plot/ MIDC Road

South: Nala

THE THIRD SCHEDULE ABOVE REFERRED TO:

Description of the Apartment/ Flat

The Apartment/ Flat No. _____ admeasuring _____ sq. mtrs carpet area along with exclusive use benefit of balcony, on ___th floor of Building known as _____ together with one car parking space _____ admeasuring _____ in mechanized car parking system being constructed

on the said property more particularly described Firstly and Secondly in the Second Schedule hereinabove referred.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED)

By the within named Promoter/Developer)

Mr. Ajay Pratap Ashar)

in the presence of)

SIGNED SEALED AND DELIVERED)

by the within named Purchaser(s))

-----)

-----)

in the presence of)

Annexure

Fixtures, Fittings and Internal Amenities to be provided in the said premises/Flat

Living Room	
1	Vitrified flooring tiles
2	Powder coated aluminum sliding windows
3	Video door phone
4	Wall finish-acrylic emulsion paint
Kitchen	
1	Vitrified flooring
2	Stainless steel sink
3	Smoke detector
4	Dado upto 2ft above platform
5	Provision of inlet and outlet for water purifier
6	Modular switches of Roma or equivalent
7	Provision of support for MGL piped gas
8	Granite kitchen platform
9	Exhaust fan
10	Provision for inlet and outlet for washing machine
Bathroom	
1	Concealed piping
2	Anti-skid flooring
3	Dado tiles upto door height
4	Branded CP fixtures
5	Exhaust fan
Bedroom	
1	Vitrified flooring tiles

2	Powder coated aluminium sliding windows
3	Video door phone
4	Wall finish acrylic emulsion paint

The Promoter/Developer shall at the cost of the Purchaser(s) and subject to their fulfilling required conditions and, on their application, as prescribed to be made to authorities shall apply:

- Mahanagar Gas Connection on bearing the Cost by the Purchaser including the refundable deposit;

DESCRIPTION OF BUILDING AMENITY LIST

	<u>Common Amenities</u>
1	Double height designer entrance lobby in each wing
2	Biometrics access to the lobby entrance
3	Drivers room with restroom
4	Society office for each wing
5	CCTV surveillance at common covered areas
6	Generator backup for lifts
7	High speed elevators
8	1 fire tower in each wing
9	Rainwater harvesting
10	Organic waste management
11	LED light fixtures in common areas
12	Boom barriers at security gate with security cabin
13	EV charging stations for cars and bikes
15	Landscape arrival plaza

DESCRIPTION OF THE “COMMON AREAS AND FACILITIES” as per Annexure

Common Ammenities	
1	Internal roads and footpaths
2	Water Supply
3	Sewerage (Chamber Lines, Septic Tank, STP)
4	Storm Water Drains
5	Landscaping and Tree Planting
6	Street Lighting
7	Community Buildings
8	Treatment and Disposal of Sewage and Sullage Water
9	Solid Waste Management and Disposal
10	Water Conservation, Rain Water Harvesting
11	Energy Management
12	Fire protection and Fire Safety Requirements
13	Electrical meter room, sub-station, receiving station

14	Aggregate area of recreational open space
15	Fitness Centre/Society office
16	Cricket office
17	Community Hall

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