

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made and entered into at Thane this _____ day of _____ 202__ between

KASHISH PARK REALTORS, (PAN No.AAGFK2620J)

a partnership firm registered under the provisions of the Indian Partnership Act, 1932 and having its Principal Place of business at Kashish Park, FGP Limited Complex, LBS Marg, Mulund Check Naka, Thane (West) 400 604,

hereinafter called "**the PROMOTERS**" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include the partners for the time being of the firm, the last survivor of them and the heirs, executors and administrators of the last survivor of them and his/her/their/its assigns) of the **One Part**

And

Mr./Mrs./Miss/Messrs. _____

_____, Indian inhabitant,
residing/having his/her/their/its address at

and holding Permanent Account No(s). and Aadhar Nos. as follows

hereinafter called "**the ALLOTTEE**" (which expression shall in the case of individuals mean and include the female gender and the plural, and unless it be repugnant to the context or meaning thereof his/her/their respective heirs executors administrators and permitted assigns, and in the case of a partnership firm the partners for the time being thereof, the survivors or last survivor of them and the heirs, executors and administrators of the last survivor of them and his/her/their/its permitted assigns, and in the case of a Company/Society/Limited Liability Partnership, its successors and permitted assigns, and in all cases all persons claiming by under or through such Purchaser/s including his/her/their/its successors-in-interest) of the **Other Part**:

(The Parties are hereinafter collectively referred to as "**the Parties**" and individually referred to as "**the Party**")

WHEREAS:

- A. Prior to 5th July 2000, one FGP Limited ("**the Owner**") was the owner of lands bearing City Survey Nos.2 to 21, 37, 38, 39 and 40 (part), all of Village Naupada, Taluka and District Thane admeasuring 58,267.79 sq.mtrs. and more particularly described in the **First Schedule** hereunder written and shown delineated by thick lines on the plan of the said lands annexed hereto and marked **Annexure "1"** ("**the Larger Lands**"),
- B. On an application made by the Owner, the Collector, Thane District by his Order bearing No. Mahsool/K-1/Te.1/NAP/SR-3/2001 dated 29th October 2001 granted permission for non-agricultural use of the Larger Lands, after demarcating (i) Set Back Area: 1077.25 sq.mtrs., (ii) Recreation Ground: 5629.61 sq.mtrs., (iii) Amenity Area: 4222.20 sq.mtrs. and (iv) Internal Recreation Ground: 11,611.08 sq.mtrs., on and subject to the terms and conditions therein set forth and recorded,
- C. The Owner thereafter, in the first instance, granted to one Ladam Homes Ltd. ("**Ladam Homes**") development rights to construct on specified portions of the Larger Lands in terms of the Agreements executed by the Owner with it; accordingly and in pursuance thereof, Ladam Homes constructed on portions of the Larger Lands shown on the plan annexed hereto and marked **Annexure "1"**, 13 (thirteen) buildings / wings numbered B1/S1 to B1/S3, B1/L4, B2/M11 to B2/M18 and B2/L5, using and utilizing approx. 9712.71 sq. mtrs. of construction permissible on the Larger Lands, and sold premises therein to third parties on 'ownership' basis,
- D. Still thereafter, the Owner entered into diverse agreements with one Kashish Park Realty Pvt. Ltd. ("**KPRPL**"), granting to them right and authority to

construct on other specified portions of the Larger Lands to the extent authorized under such Agreements; pursuant thereto, KPRPL constructed on other portions of the Larger Lands shown on the plan annexed hereto and marked **Annexure "1"**, further 24 (twenty-four) buildings / wings, numbered A1/M1 to A1/M10, A1/ MN1 to A1/MN5, A1/MN9, A1/MN10, A1/L1 to A1/L3 and B3/LXN1 to B3/LXN4, admeasuring in the aggregate approx. 29,228.25 sq.mtrs. built-up area of construction, and sold premises therein to third parties on 'ownership' basis,

- E1 The Owner thereafter by an Agreement dated 3rd December 2003 (to which KPRPL and Ladam Homes were consenting parties) granted to the Promoters right and authority to develop 9851.81 sq.mtrs. FSI for the consideration and on the terms and conditions therein set forth and recorded; the said Agreement provided that the Owner shall procure the necessary clearances from various authorities in respect of the said FSI as more particularly set out in the said Agreement; the said Agreement also stipulated that on full payment, the Owner shall put the Promoters in possession of the Larger Lands and also execute a Power of Attorney authorizing the Promoters to do all acts, deeds and matters in respect of the Larger Lands,
- E2. Subsequent to execution of the said Agreement, the Owner executed an Agreement (styled as First Supplemental Agreement) dated 7th January 2005 with the Promoters, whereby in modification of the aboveresferred Agreement dated 3rd December 2003, the Owner agreed to sell the said FSI of 9851.81 sq. mtrs. together with the Larger Lands to the Promoters, and authorized the Promoters to develop on the Larger Lands, by constructing thereon buildings and consuming the same in accordance with the amended plans or any other plans that may be approved by the Thane Municipal Corporation for the consideration and on the terms and conditions therein set forth and recorded; the said Agreement further recorded that thereafter, and after execution of the Power of Attorney which they agreed to execute in favour of the Promoters granting to the Promoters powers and authorities in respect of the Larger Lands, the Promoters would be at absolute liberty to deal with the Larger Lands with any other person and in any manner howsoever, without any objection or interference whatsoever from the Owner; the said Agreement also recorded that they had handed over to the Promoters all deeds, documents and papers relating to the Larger Lands as more particularly set out in Schedule II to the said Agreement; Ladam Homes and KPRPL joined as consenting parties to the said Agreement, and amongst others, confirmed that save and except the rights granted in their favour by the Owners, Ladam Homes and KPRPL shall not have any claim,

right, title or interest of whatsoever nature in the said FSI and further that the Owners have absolute right to grant all development rights in respect thereof to the Promoters in terms of the Agreement and the Promoters are entitled to deal with the same in any manner as they may deem fit,

- E3. In terms as provided and recorded under the said First Supplemental Agreement dated 7th January 2005, the Owner on the same date, namely, 7th January 2005, made and executed in favour of the Promoters an irrevocable Power of Attorney granting to the Promoters right and authority to do the various acts and exercise the various powers and authorities thereby conferred, including, inter alia, power to execute, conveyance of the FSI, TDR and further form of development available on the Larger Lands and to do all other things necessary or expedient for registering the said Conveyance; the said Power of Attorney is registered at the Office of the Sub Registrar of Assurances at Thane under Serial No. TNN-1/02187 of 2005; the Promoters accordingly and by virtue of the aforesaid, obtained absolute rights to develop and construct on the Larger Lands and to use exploit and avail of all rights accruing on the Larger Lands,
- E4. The Owner, pursuant to the above, successively got cleared and approved from the Thane Municipal Corporation building plans for construction on portions of the Larger Lands shown on the plan annexed hereto and marked **Annexure “1”**, three buildings/wings numbered MN6, MN7 and MN8, and on another portion of the Larger Lands, another building also shown on the plan, **Annexure “1”** hereto, comprising of two towers, being adjoining wings, designated Tower A and Tower B rising from a single podium, and have constructed and completed the construction of the said buildings/wings and obtained Occupation Certificates in respect thereof,
- F. The Larger Lands are being developed as a Complex (“**Complex**”) called **KASHISH PARK**, over multiple phases, with mixed users as permitted from time to time under applicable law,
- G. The Promoters in the next phase of development of the Larger Lands propose to construct on portions of the Larger Lands shown marked on the plan annexed **Annexure “1”** (hereinafter referred to as “**the Property**”), after obtaining necessary sanctions and approvals for the same, Tower C, comprising of Wing “C1” and Wing “C2”, again to be developed in phases, comprising of basement(s) running underneath both wings and shops and common areas and amenities on the ground and first floors (laid out also as a podium) also across both wings, and two towers rising as two wings, C1 and C2, comprising of residential premises from the second floor upwards,

- H. The Promoters have in terms of their Scheme set out above, now undertaken on the Property construction of Wing C1 (Kashish Park Tower C-1), named **IRIS-1**, comprising of basement(s) (running across Wings C1 and C2), shops and common areas and amenities on the ground and first floors (also laid out on the podium at the first floor level across both wings), and 52 (fifty-two) upper floors above the same (“**New Building**”), in terms of sanctions and permissions obtained and to be hereafter obtained by it; the said New Building **IRIS-1** and the Apartments comprised therein form the subject matter of this Agreement, and the Promoters are by this Agreement only offering for sale apartments in the New Building **IRIS-1** now being constructed by them to interested persons on ‘ownership’ basis on the terms recorded herein; the Promoters are and would be executing Agreements similar hereto in respect of sale of other apartments also in the New Building on ‘ownership’ basis,
- I. The development of the New Building, Wing C1 (Kashish Park Tower C-1) named **IRIS-1** comprising of basement(s) (shared/common), shops on the ground and first floors (with a podium at the first floor level shared with – the yet to be constructed - Wing C2), and residential apartments on the second to fifty second floors is proposed as a “**Real Estate Project**” by the Promoters (“**the Project**”), and has been registered as such with the Maharashtra Real Estate Regulatory Authority (“**MahaRERA**”), as **Kashish Park Tower C-1**, under Section 5 of the Real Estate (Regulation and Development) Act, 2016 (“**RERA Act**”) read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Project, Registration of Real Estate Agents, Rate of Interest and disclosures on Websites) Rules, 2017 (“**MahaRERA Rules**”). MahaRERA has issued Certificate of Registration No.P51700028738 dated 30th March 2021 for the Project. A Copy of the Certificate issued by MahaRERA is annexed and marked **Annexure “4”** hereto,
- J. The principal and material aspects of the Project are briefly disclosed below:
- i. a New Building known as **Kashish Park Tower C-1** and named **IRIS-1** (being one of two Wings of Tower C – as disclosed hereinabove) comprising of shared basement/s, (running across Wings C1 and C2), shops and common areas and amenities on the ground and first floors (also laid out on the podium at the first floor level across both wings) 52 (fifty two) upper floors will be constructed on a part of the Property, the details whereof are as set out on the MahaRERA Website,
 - ii. the Project would be developed under the Unified Development Control and Promotion Regulations, 2020 and/or other applicable regulations in

that behalf, and the Promoters would be availing of the incentives offered under the said Regulations, and/or other regulations as may from time to time regulate the development of the Project,

- iii. the New Building will comprise of basement(s) (running across and underneath Wings C1 and C2), shops on a part of the Ground and First Floors (which would run with other shops in Wing C2, when constructed), podium/s over other portions of the First Floor, common areas and amenities on a part of ground and the First Floor (some of which would be common and shared with the acquirers of apartments in Wing C2 – when constructed, as more particularly set out hereinafter), and residential apartments from the second floor upwards,
- iv. the Promoters would also be laying out on the rear portions of Tower C (i.e. Wings C1 and C2) multiple Mechanized Car Parking Towers, each comprising of multiple parkings rising from the basement/s or ground to such higher level beneath and/ or on the rear portion of the New Building as the Promoters may determine necessary; the car parking slots in such Mechanised Car Parking Towers would be allotted to the acquirers of apartments (including commercial premises) in the said New Building and the said Wing C2, and accordingly the said Mechanised Car Parking Towers will be held as a Common Area and Amenity as between the acquirers of apartments in Wings C1 and C2, and they shall exercise all rights in respect thereto accordingly, and abide by all their rights in respect of the said Area and Amenity also accordingly,
- v. the Promoters also (subject to necessary sanctions being obtained therefor) aspire to construct on an upper floor(s) of Wing C1 (as may be approved) and on an upper floor(s) of Wing C2 after the same is approved and constructed (as may also be approved) Amenity/ Recreational Area(s) comprising of shared amenities for the residents of Wings C1 and C2 (the same may be on separate levels for both Wings),
- vi. total FSI of 55,555.04 sq. mtrs. (including TDR and premium/ ancillary/ fungible FSI but excluding the free of FSI areas) is intended to be got approved / sanctioned for construction and development of the Project to be laid out over basement, ground and first floors (common across Wings C1 and C2) and 52 (fifty two) upper floors above the same (or such lesser floors as the Promoters may be granted approvals); as at present, the Thane Municipal Corporation has sanctioned total built up area of 27,939.30 sq.mtrs. (as computed for sanction purposes/ excluding the free of FSI areas), and the balance construction proposed

in the Project will be got sanctioned in due course as per the prevailing laws from time to time,

- vii. the Common Areas, Limited Common Areas, Common and Limited Common Amenities in the Project (including those liable to be shared with Wing C2 – when constructed) to be provided in the New Building and available for use by the Allottees are listed in the **Fourth Schedule** hereunder written; further to the extent that any of the shared common areas, amenities and facilities are located in Wing C2 or the portion of the podium extending therefrom, the same would become available as soon as (but only after) the same are completed and permitted for use by the concerned authorities,
- viii. after completion of construction of the New Building, and after Occupation Certificate is obtained for the same, the Promoters shall grant a conveyance of the structure of the New Building above the Podium first floor [i.e. excluding the basement(s), ground floor and podium on the first floor (and the premises therein) (including above the Car Parking Towers and also excluding the common/ shared common areas and amenities provided on the said floors)] in the manner and within the time permitted under the RERA Act; further the Promoters shall, after completion of the full development of the Larger Lands, within the time permitted under the RERA Act, also procure the Larger Lands (excluding the portions surrendered and/or liable to be surrendered to various authorities) to be transferred and conveyed to the Apex Society hereinafter referred to in the manner provided hereinafter,
- ix. the acquirers of apartments in the New Building **IRIS-1** shall limit their claims only to the apartments respectively agreed to be acquired by them and the other rights expressly granted hereby, and shall have no claim, and shall not interfere with or raise any objection to the development of the other portions of the Larger Lands, i.e. other than the Project (including Wing C2), and the Promoters shall be entitled to develop, construct, sell and dispose of apartments in other building(s) constructed and/or to be hereafter constructed on the Larger Lands, including amongst others, Wing C2 and Tower D (in its many wings), without being objected to by the acquirers of apartments in the Project (including the Allottee herein),

K. The Promoters have further disclosed to the Allottee that in terms of their Scheme of development for the New Building –

- i. the Promoters reserve the right to earmark or designate, and thereupon

and in such event to amend the sanctions and approvals as may then be obtained by them to provide within the New Building, a block of Apartments over multiple floors in the New Building as a co-living space (“**co-living block**”), and provide necessary dedicated support and ancillary facilities for the same, including kitchen, dining area, common area, recreation area, etc.,

- ii. the Promoters in such event also reserve the right to designate the services of one lift in the New Building to serve as exclusive access to such co-living block, and further also to reserve a bundle of car parks in the Parking Tower(s) to serve as parking for such a co-living block, and also provide separate water tanks and pumping arrangements for the co-living block,
 - iii. in the event the Promoters so lay out a co-living block aggregating the Apartments in any block of floors in the New Building, the Promoters reserve the right to hold and retain the ‘ownership’ of the said block by themselves, or sell the same to one or more person/s, in either of which events, the holders for the time being of the said block would be liable, on their application to be enrolled as members of the Society formed in respect of the New Building, and hold such block as such members,
 - iv. the co-living block shall in such event use only limited common amenities and services including the common lifts (only in the event of breakdown, non-functioning or non-availability of the dedicated lift), the staircase, and the access to the lift lobby and staircase, and the users for the time being of the said facility shall be barred access from the other common areas and amenities; further the co-living block shall itself be liable to maintain and manage the services exclusively dedicated to its use, and consequently will not be liable to bear or share any part of the common maintenance charges and outgoings payable in respect of the Society formed in respect of the New Building,
 - v. the Society formed in respect of the New Building shall incorporate for the separate rights and obligations of the co-living block in its bye-laws consistent with what is disclosed herein, and to insulate it from any decision by any majority of the members of the Society concerning affecting or touching its rights, operations, management, functioning and ownership,
- L. The Promoters have also conveyed to the Allottee that in terms of the Scheme for development of the Larger Lands -

- i. the Owner has actually handed over to the Corporation possession of 5673.39 sq.mtrs. towards the 10% land for Recreation Grounds and 4302 sq.mtrs. towards 5% land for Amenity Area and 2.5% land for Additional Amenity Area, and on 26th July 2004 executed and got registered the documents of transfer of the said 10% land for Recreation Grounds (admeasuring 5673.39 sq.mtrs.) and 5% land for Amenity Area and 2.5% land for Additional Amenity Area (admeasuring 4302 sq.mtrs.); areas admeasuring 5676 sq.mtrs. (instead of 5673.39 sq.mtrs.) and admeasuring 4316.20 sq.mtrs. (instead of 4302 sq.mtrs.) have since been transferred to the name of the Corporation in the Property Register Cards; the access to the said portions so handed over is through the common internal road laid out on the Larger Lands, and shown marked as Internal Road on the plan annexed hereto and marked **Annexure "1"**; the Promoters have also earmarked an area of 12,013.09 sq. mtrs. towards Internal R.G. to the extent of 15% and physical RG of 10% of the area of the Larger Lands; the Owner has since also handed over road set back (admeasuring 1077.25 sq.mtrs) to the Thane Municipal Corporation,
- ii. having regard to correction of boundaries and area of the Larger Lands, the Owner – through the Promoters – are liable to transfer and surrender a further 255.38 sq.mtrs of land as Additional RG; the said portion is in fact already in the possession of the Corporation,
- iii. Wing C1 of Tower C forming the Project, being the subject matter of this Agreement, is being developed by the Promoters on the Larger Lands as part of the Complex known as **KASHISH PARK**; the Promoters have got (and to the extent further sanctions are yet to be obtained) will from time to time get sanctioned and approved the construction on the said Wing C1 of Tower C by using and utilizing either/ and (i) the Development Rights (DRs) becoming available on surrender and/or development of any part of the Larger Lands and handing over of the same to any designated public authority (ii) TDR permitted to be brought in, loaded and utilized on portions of the Larger Lands, and developed therein, (iii) FSI permitted to be constructed on the Larger Lands or by payment of premia, as for example, ancillary / fungible FSI, or FSI permitted by purchase from the State Government or the Municipal Corporation, (iv) benefit of construction becoming available by implementation of any Scheme by the State Government or its agencies, (v) all and every other right and benefit accruing on the Larger Lands from time to time,

- iv. Wing C1 is conceived as one of two wings of Tower C: the Promoters would in due course also get Wing C2 comprising of such maximum number of floors as may be sanctioned by the Thane Municipal Corporation and other concerned authorities (being the other Wing of the Tower) sanctioned and construct using and utilizing their several rights and entitlements aforesaid, and offer Apartments therein in such manner as they may determine and as may be permitted, after registering the same as a separate Project if and as may be required,
- v. the Promoters shall lay out the residual entitlement of construction on the Larger Lands, claiming, using and availing their several rights and entitlements aforesaid and available from time to time, to the extent not availed of in the New Building and in Wing C2, by laying out on another portion of the Larger Lands, also shown on the plan, **Annexure "1"** hereto, Tower D, comprising of multiple podiums, parking floors (below and above the ground) and various wings rising above the same (or as many as may be approved from time to time); Tower D shall comprise of such maximum number of floors as may be sanctioned by the Thane Municipal Corporation and other concerned authorities, and sell the apartments (including commercial premises as may be laid out) therein also to interested persons on 'ownership' basis; the same also does not form part of the Project and is not comprised in this phase of development,
- vi. in the event the Promoters are for any reason unable to avail of or utilize the full development potential and their several entitlements in respect of the Larger Lands on and within the developable portions of the Larger Lands, i.e. the portion other than the portions which are transferred and/or liable to be transferred to the Thane Municipal Corporation for and on account of Road Set back and/or Amenity Space/Additional Amenity Space and/or on account of Additional Recreation Grounds, the Promoters reserve the right, and shall be entitled to utilize such development potential either on the adjoining lands, by obtaining development rights in respect thereof, or by transfer of such development potential in such manner as may be permissible either to the adjoining or other lands, and in addition to or in the alternative also layout any part of the construction permissible on the Larger Lands as an extension to any one or more of the buildings in the said layout, and/or by pulling down any of the buildings (the premises whereof are in the possession of the Promoters or entrusted to the Promoters for redevelopment) and erecting a new building at its site, utilizing the

whole or such part of the construction potential of the Larger Lands as may be capable of being utilized on such portion,

vii. being a large development, the various buildings have been constructed (and are being constructed, and the remaining buildings in the Complex would be constructed) over an extended period of time, by getting approval therefor in stages, utilizing - the FSI permissible on the Larger Lands and - compensatory right of construction becoming available in the nature of DR and/or TDR or otherwise and/or FSI available on payment of premium and/ or ancillary/ fungible FSI, and - by purchasing TDR and acquiring TDR / right to construction from the State Government, as also by claiming other rights to development in whatsoever manner accruing; as such there is and would be a mismatch between the extent of construction laid out in the individual buildings, and the lands underneath them, it being understood that the entire development is of a single large Complex, and the lay-out rights and lay-out amenities provided on the Larger Lands (and not specifically earmarked or granted to individual Societies) are to be used and availed of by acquirers of apartments in buildings/wings constructed across the Complex,

viii. the Promoters accordingly intend to progressively grant to the various Societies got registered by the various buildings in the Complex a Conveyance of their respective buildings/structures in the manner and within the time period mandated by the RERA Act and the MahaRERA Rules (including Wings C1 and C2 and the Common Areas and Amenities attached and appurtenant thereto in the manner hereinabove disclosed), and after completion of development of the last building in the Complex/lay-out, and after receipt of Occupation Certificate therefor, within the period permitted by law transfer to the Co-operative Housing Association hereinafter referred to (“**Apex Society**”) got registered by the Co-operative Societies of the buildings/ wings constructed and/or now under construction and/or to be hereafter constructed by the Promoters on the Larger Lands, and also buildings previously constructed by the said Ladam Homes and the said KPRPL, referred to in the Recitals, a Conveyance of the Larger Lands and the buildings and other structures constructed thereon (not specifically already conveyed to individual Societies as herein contemplated) (excluding the portions which are required to be and/or are transferred to the Thane Municipal Corporation) and procure such Apex Society to in turn get the individual member Societies to enter into inter se covenants as may be determined to be just and equitable to secure the

- maintenance and management and rightful enjoyment of the facilities in the said Complex by all the acquirers of apartments in the Complex; the Apex Society would look after, maintain and manage matters relating to the Larger Lands and/or the common portions, the common amenities, facilities and services like water/electric/gas supply lines, internal roads, telephone cables, street lighting, firefighting arrangements, electric sub-station, drainage/sewer/storm water lines, recreation grounds and other related matters, including also contribution by individual Societies to the maintenance and management of the common areas of the Complex; further the management and control of the Apex Society would as far as possible be constituted in a manner as to secure equitable representation to its component members; the individual Societies would be in independent management of all matters relating to their respective buildings, and the acquirers of apartments in individual building(s) would hold their apartments under their respective Societies as members of the Apex Society,
- ix. the Promoters shall be entitled to designate and make available multiple spaces/areas in the Real Estate Project (including on the terrace and basement levels of the Real Estate Project) for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage, STP and radio and electronic communication) to be offered to the Allottee and other allottees of apartments/flats in the Real Estate Project and/or other allottees in the Complex. Such spaces may be made available on lease, leave and license basis or such other basis as the Promoters may determine. The Promoters shall for the said purpose also be entitled to lay and provide necessary infrastructure such as cables, pipes, wires, meters, antennae, base sub-stations, towers etc.,
- x. the Promoters shall also be entitled aggregate and annexe any contiguous land parcel and/or undertake development thereof with the Larger Lands, as contemplated and authorized under the RERA Act and the RERA Rules as amended from time to time,
- xi. the Promoters shall be entitled to amend, modify and/or substitute the Proposed Future and Further Development of the Larger Lands, in full or in part, as may be permitted/ required by the applicable law from time to time, and do all that may be permitted by law to enable utilization of the Full Development Potential of the Larger Lands,
- xii. the Promoters shall be entitled to develop the Larger Lands by itself or in joint venture with any other person, and/or enter into any other

arrangement to facilitate the full and efficient exploitation of the Full Development Potential of the Larger Lands, and will also be entitled to mortgage and charge the Larger Lands and the structures to be constructed thereon from time to time as they may desire, provided that such person will be bound by any rights that may have been granted by the Promoters to any of the acquirers of Apartments in the New Building,

- M. The Promoters have conveyed to the Allottee that only subject to his accepting the Scheme of development of the Larger Lands and the Project as disclosed herein, the Promoters would be interested in selling an apartment to him in the New Building at this stage and for the Consideration agreed herein, and the Allottee has expressly and irrevocably conveyed his assent to the above and confirmed acceptance of the said Scheme of development and the terms of the Project,
- N. On demand from the Allottee, the Promoters have given inspection to the Allottee of all the documents of title relating to the Larger Lands, and the plans, designs and specifications prepared by the Promoters' Architects, and of such other documents as are specified under the RERA Act and the MahaRERA Rules, including, inter alia, the following, viz.
- i. All approvals and sanctions issued by the relevant authorities for the construction on and development on the Property,
 - ii. The title documents of the Owner and the Development Agreements by which the Promoters have acquired the development rights in respect of the Property,
 - iii. Vikas Parvangi (Development Permission) No.S03/0047/17(2000/84) TMC/TD-DP/TPS/0052/23 dated 29 December 2023 issued by the Thane Municipal Corporation, a copy whereof is annexed hereto and marked as **Annexure "5-A"**,
 - iv. Commencement Certificate bearing No.S03/0047/17(2000/84) TMC/TD-DP/TPS/0052/23 dated 29 December 2023 issued by the Thane Municipal Corporation, a copy whereof is annexed hereto and marked as **Annexure "5-B"**,
 - v. Certificate of Title dated 3rd August 2020 issued by Mr. Roshan M Shetty, Advocate, High Court,- certifying the ownership of the Owner and the entitlement of the Promoters, an authenticated copy whereof is annexed hereto and marked **Annexure "6"**,

- vi. Certified True Copy of Property Register Cards of the Larger Lands, authenticated copies whereof are annexed hereto and marked **Annexure “7”**,
- O. The Allottee confirms that he has, prior to the date hereof, also examined by himself and/or by his Advocates and Planning and Architectural Consultants all documents, including the Registration Certificate issued by MahaRERA and information uploaded by the Promoters on the Website of MahaRERA as required by the RERA Act and the MahaRERA Rules and has understood the documents and information in all respects, and hereby undertakes not to raise any objection and / or make any requisitions with respect to the title of the Owner and the rights of the Promoters to the Larger Lands and the right and authority of the Promoters to develop the same,
- P. The Promoters have entered into a standard Agreement with Messrs.10 Folds Architects and Consultants, Architects registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects; the Promoters have appointed Messrs. R.C. Tipnis, Structural Engineers for the preparation of the structural design and drawings of the New Building; the Promoters accept the professional supervision of the said Architects and Structural Engineers or other person(s) appointed in their place, till the completion of the New Building,
- Q. The Promoters have obtained some of the approvals from the Thane Municipal Corporation to the plans of the said New Building **IRIS-1** to which the subject matter of this Agreement – and which forms the subject matter of registration with MahaRERA – relates, and shall obtain further approvals from the concerned authorities from time to time, so as to complete the New Building and obtain Occupation Certificate and/or Building Completion Certificate for the same,
- R. While sanctioning the said plans, the Thane Municipal Corporation has laid down various terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the Project and the said New Building **IRIS-1**, and upon due observance and performance of which only the Occupation Certificate and/or Building Completion Certificate in respect of the said New Building **IRIS-1** shall be granted by the Thane Municipal Corporation,
- S. The Promoters are carrying on construction of the Project in accordance with the sanctioned plans and pursuant to their aforesaid Scheme,

- T. The Promoters have, by virtue of the Agreements and Power of Attorney executed in their favour as aforesaid, the sole and exclusive right to sell the Apartments, inter alia, in the said New Building **IRIS-1** now under construction on portions of the Larger Lands and to enter into Agreements with allottee(s) of Apartments (including commercial and non-residential premises) therein and to receive the sale consideration in respect thereof,
- U. The Allottee has in the premises after examining and assessing the aforesaid and after obtaining independent legal advice with respect to this agreement, and the transaction contemplated herein with respect to the said Apartment, made inquiries thereon and is satisfied with respect to (i) the title of the Owner to the Larger Lands, (ii) the right of the Promoters to develop the Project, and such right being clear and unencumbered, and (iii) the approvals and permissions (including V.P.[Development Permission] and CC) obtained till date,
- V. The Allottee has expressed a desire to acquire Apartment No. ____ on the _____ Floor of the New Building **IRIS-1** (Kashish Park Tower C-1) now under construction by the Promoters on the Property forming part of the Larger Lands more particularly described in the **First Schedule** hereunder written (hereinafter referred to as the “**said Apartment**”), which said Apartment is more particularly described in the **Second Schedule** hereunder written and in **Annexure “2”** hereto, and shown in hatched lines on the Typical Floor Plan annexed hereto as **Annexure “3”**, forming part of the Project. Further along with the said Premises, the Allottee has also applied for allotment of ___ No(s) of car parking slots in Stilt/ Basement / Mechanised Car Parking Tower No.____ to be provided in the New Building,
- W. The Promoters have agreed to sell to the Allottee and the Allottee has agreed to purchase and acquire from the Promoters, the Apartment at or for the consideration more particularly mentioned in **Annexure “2”** hereto, and hereinafter referred as the “**Total Consideration**”, payable by the Allottee to the Promoters in the manner set out in **Annexure “2”**. Prior to the execution of these presents, the Allottee has paid to the Promoters part-payment out of the Total Consideration of the said Premises as more particularly set out in **Annexure “2”** (the payment and receipt whereof the Promoters do hereby admit and acknowledge), and the Allottee has agreed to pay to the Promoters the balance amount of the Total Consideration in the manner hereinafter also set out in **Annexure “2”**,
- X. 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 desirous of entering into this Agreement on the terms and conditions appearing hereinafter,

- Y. This agreement to the extent it lays down covenants on the part of the Allottee to be observed for the common benefit of all the acquirers of apartments in the New Building shall enure for the benefit of all of them, and the terms and conditions thereof shall be available for enforcement not only by the Promoters herein, but also by the acquirers of other apartments in the New Building; in like manner, this agreement to the extent it lays down covenants on the part of the Allottee for the common benefit of holders of premises in other buildings in the Complex, shall enure for the benefit of such acquirers also, and this agreement shall bind to the extent applicable the permitted transferees of apartments from the Allottee also,
- Z. Under Section 13 of the RERA Act the Promoters are required to execute a written Agreement for Sale of the said Apartment with the Allottee, being in fact these presents, and to also register the same under the Registration Act, 1908

NOW THIS AGREEMENT WITNESSETH and the Parties agree declare record and confirm as under:

1. The Recitals shall form an integral part of the Operative portion of this Agreement, as if the same are set out herein verbatim. The Heading given in the Operative Section of this Agreement are only for the sake of convenience and are not intended to be in derogation of the RERA Act and the MahaRERA Rules.

2. **CONSTRUCTION**

2.1 The Promoters shall, as part of the further phase of development of the Complex known as **KASHISH PARK** constructed on portions of the lands bearing City Survey Nos.2 to 21, 37, 38, 39 and 40 (part), all of Village Naupada, Taluka and District Thane admeasuring 58,267.79 sq.mtrs. and more particularly described in the **First Schedule** hereunder written and shown bounded by thick lines on the plan annexed hereto and marked **Annexure "1"** (which lands are all hereinafter collectively referred to as "**the Larger Lands**"), a New Building, being Kashish Park Tower C-1, named **IRIS-1**, comprising of basement/s, ground and first floors, each rising above the other and running across Wing C1 and also (the yet to be constructed) Wing C2, and the Second to 52 (fifty two) Floors rising above the same (which Wing C1 is also shown on the plan annexed as **Annexure "1"** and is hereinafter referred to as "**the New Building**" – and "**the Project**") in terms of the Scheme as disclosed herein and in accordance with the plans designs and

specifications as approved by the Thane Municipal Corporation/ any other concerned authority, as may be amended hereafter from time to time.

Provided that the Promoters shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the said Apartment except any alterations or additions required by the Government Authorities / local Authorities or development controlling authorities or due to change in any law, rules or regulations. The Allottee however covenants with the Promoters that no such consent of the Allottee shall be required for the Promoters to effect any modification, variation or amendment in the plans of the other apartments in the New Building; further the Allottee shall not be entitled to object to any decision which the Promoters may make in respect of the other development in the Complex, not forming the subject matter of this Agreement, and not comprised in the Project, and the Allottee shall not be entitled to and shall not make any grievance about the same.

2.2 The Promoters hereby agree to observe perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the Thane Municipal Corporation/any other concerned authority at the time of sanctioning the said plans or thereafter, and shall before handing over possession of the Apartment to the Allottee, obtain from the Thane Municipal Corporation/any other concerned authority Occupation Certificate and/or Building Completion Certificate in respect of the Apartment.

3.0 **PURCHASE OF THE APARTMENT (“TRANSACTION”)**

3.1 The Allottee hereby agrees to purchase from the Promoters and the Promoters hereby agree to sell the Allottee on ‘ownership’ basis an Apartment, being the premises more particularly described in **Annexure “2”** and shown on the floor plan, **Annexure "3"** hereto (hereinafter – and where the context so admits – collectively with the Car Parking Space(s) under Clause 3.2 below referred to as **“the said Apartment”**).

3.2 The Allottee hereby also agrees to purchase / obtain from the Promoters and the Promoters hereby agree to sell / grant to the Allottee exclusive right to use Car Parking Slot No(s). ____ and ____ in Stilt/ Basement / Mechanised Car Parking Tower No. ____ provided beneath/ on the rear of Wings C1 and C2 (with right to access the same from the Basement(s) / Ground Floor of Wings C1 – and C2 when constructed – as may be designated) Basement, entitling parking of ____ [●] cars therein, as also set out in **Annexure “2” (“Car Parking Space(s)”**). The Mechanised Car Parking Tower where the Car Parking Space(s) are located are shown marked on the plan annexed hereto and marked **Annexure “3-A”**.

3.3 The internal fixtures, fittings and amenities that shall be provided by the Promoters in the Apartment and in the New Building (generally) as agreed with the Allottee are listed in the **Third Schedule** hereunder written.

3.4 The percentage of undivided interest of the Allottee in the common areas and facilities in the New Building - limited or otherwise - pertaining to the said Apartment shall be in the proportion of the carpet area of the said Apartment to the total carpet area of constructed apartments in the whole of the New Building. In like manner the percentage of undivided interest of the Allottee in the common areas and facilities provided in and forming part of the basement, ground and first floors (across Wing C1 and (the yet to be constructed) Wing C2) of which the New Building – limited or otherwise – pertaining to the said Apartment shall be in the proportion of the carpet area of the said Apartment to the carpet area of constructed premises in the New Building and the said Wing C2 – when completed – measured uniformly across apartments in the said New Building and Wing C2. Further the percentage of undivided interest of the Allottee in the common areas and facilities provided in the Complex – limited or otherwise – pertaining to the said Apartment shall be in the proportion of the carpet area of the said Apartment to the carpet area of constructed premises in all the buildings / wings in the Complex, measured uniformly across apartments in the Complex. The common areas and limited common areas are as set out in the **Fourth Schedule** hereunder written.

4. **CONSIDERATION, BREACH OF PAYMENT AND CONSEQUENCES**

4.1 The Allottee hereby agrees to pay to the Promoters Total Consideration (“**Total Consideration**”) for the said Apartment with the Car Parking Space(s) (if any) as more particularly set out in **Annexure “2”**, including towards proportionate price of the common areas and facilities appurtenant to the said Apartment.

4.2 The Allottee has on or before the execution of this Agreement paid to the Promoters sums as mentioned in **Annexure “2”** hereunder written as booking amount (the payment and receipt whereof the Promoters do hereby admit and acknowledge), and hereby agrees to pay to the Promoters the balance amount set out in **Annexure “2”** in the manner as set out therein.

4.3 The Allottee declares and confirms that all the payments under this Agreement made by the Allottee shall always be from the Bank Account of the Allottee / Joint Allottees only. In the event of any payment being made by the Allottee from the account of any other person (excluding the joint Allottees), then the same shall be deemed to have been made by such other person at the request and behest of the Allottee / joint Allottees. It is agreed between the Parties that any payment made by any person other than the Allottee will not create any right, title or interest in the said Apartment in favour of such other person.

4.4 The Promoters have specifically informed the Allottee that if in case an inquiry is raised by any statutory or Government or Semi-Government Authority or an agency or Revenue Authority or any other statutory authority pertaining to the amounts paid by the Allottee to the Promoters, the Allottee shall be liable to provide the source of the amount paid by the Allottee to the satisfaction of such authorities or agency. The Allottee hereby indemnifies the Promoters and continues to keep the Promoters indemnified against all the expenses, charges and payments arising out of failure on the part of the Allottee to provide satisfactory reply to the statutory or Government or semi-Government Authority or agency or Revenue Authorities or any other statutory authorities for any amount paid by the Allottee either from his own account or made through any third party.

4.5 In the event the Allottee is not able to satisfy the statutory authorities about the source of the payment made to the Promoters, then the Promoters shall be entitled to withhold the possession of the said Apartment or exercise the option to terminate this Agreement for Sale. In the event of the termination of this Agreement at the option of the Promoters on the aforesaid ground, any amount which is found to be refundable after deducting mutually agreed liquidated damages equivalent to 10% of the Total Consideration, interest on delayed payments, any interest paid, due or payable, any other amount of non refundable nature, shall be refunded to the Allottee or statutory authority, by the Promoters, subject to any terms and conditions of any order issued by any of the statutory authorities or agency against receipt of valid discharge therefor. The Allottee shall receive the same in full settlement of all its claims, and shall not thereafter have any claim against the Promoters on account of the Transaction herein. The Promoters shall thereupon be at liberty to sell the said Apartment to any person of its choice on such terms as it may determine, without any reference to or without any claim from the Allottee.

4.6 The Total Consideration, as mentioned in **Annexure "2"** shall be paid by the Allottee to the Promoters in instalments in the Bank Account more particularly mentioned in **Annexure "2"**. Time shall be of the essence for making each of the above payments. Further it is clarified that though amounts are payable on completion of the relevant item of work, the same need not follow the same chronology or sequence of completion. The Allottee declares and confirms that the Total Consideration for which the Promoters have agreed to sell the said Apartment is arrived at on the basis of the instalments in which the Allottee has agreed to pay the price to the Promoters. The Allottee also confirms that he has agreed to pay the Total Consideration aforesaid for the said Apartment in instalments as above after taking inspection of the site, having regard to the price at which it is offered and agreed to be sold by the Promoters to him, and taking into consideration the extent

of work already executed, the proportion of costs involved in the execution of the different stages of work and the expenses to be incurred by the Promoters in getting ready the said Apartment: under no circumstance, the Allottee shall get possession of the said Apartment without first paying to the Promoters all amounts due hereunder; if nevertheless the Promoters give possession of the said Apartment to the Allottee before recovery of the full price therefor, they shall have a first lien on the same for recovery of the balance of the unpaid price and the interest due thereon.

4.7 The Allottee is aware that by virtue of provisions of Section 194-IA of the Income-tax Act, 1961, the Allottee is required to deduct TDS @ 1% of the Total Consideration, wherein the Total Consideration equals or exceeds Rs.50 lacs, and deposit the same to the credit of the Promoters. The Allottee shall accordingly from and out of each instalment of the Total Consideration deduct 1% of such instalment (or at such revised rate as may be prescribed by the authorities at any relevant time hereafter) and deposit the same to the credit of the Promoters with the Income-tax Department within the time permitted therefor. The Allottee shall immediately after making such deposit submit proof of such payment to the Promoters and shall within the time stipulated – and not later – furnish to the Promoters the TDS Certificate in respect of such deduction and deposit. Any default in payment of TDS shall invite the same consequence as default in payment of any of the instalments herein as provided in these presents. Further the Allottee shall himself be liable for payment of any interest or penalty and other charges on account of such default in payment. Without prejudice to the aforesaid, the Allottee confirms that he shall not be entitled to claim possession from the Promoters and the Promoters shall not be liable to hand over possession of the said Apartment, until the Allottee has furnished to the Promoters TDS Certificates for the entire amount of deduction as may have been paid to the account and credit of the Promoters. In the event of any error committed while deducting TDS or depositing or E-filing, the same shall be rectified by the Allottee within a period of 30 (thirty) days from the said error being brought to the Allottee's notice. The credit for the TDS amount deposited by the Allottee will be given to the Allottee upon receipt of the Original TDS Certificate, and upon the amount mentioned therein matching with the amount appearing in the Income tax website.

4.8 It is expressly recorded and clarified that the Total Consideration amounts stipulated above is the net amount payable to the Promoters, and it does not include any amounts by way of Sales Tax, Value Added Tax, Works Contract Tax, LBT, Service Tax, Goods and Services Tax or any other tax that may be leviable on the construction being laid out by the Promoters or on the transaction of sale by the Promoters of the said Apartment to the Allottee. If any amount is leviable or payable on the aforesaid account (whether presently imposed or imposed hereafter at any time by the State Government or the Central Government or the Thane

Municipal Corporation or any other authority), including on the Promoters, either before or after the Allottee has taken possession of the said Apartment, the same (as also any interest or penalty claimed or levied thereon) shall be payable / liable to be reimbursed by the Allottee to the Promoters, in addition to the Total Consideration. In such event, the Allottee covenants with the Promoters that he will, forthwith on a demand in that behalf being raised on him, pay and clear the same. It is further clarified that all consequences visited by law or as provided by these presents on, and all rights arising to the Promoters out of non-payment of the agreed Total Consideration (including liability to pay interest on default of payment on due date) shall be attracted to the non-payment by the Allottee of any such charge or levy, as if (for the said purpose) the same also formed part of the Total Consideration payable by the Allottee to the Promoters. The Allottee shall be liable to clear all such amounts prior to being entitled to claim or receive possession of the said Apartment from the Promoters.

4.9 The Total Consideration payable by the Allottee/s to the Promoters is escalation free, save and except escalation/increase in charges which may be levied or imposed by the competent authority, local bodies / government from time to time. The Promoters undertake and agree while raising a demand on the Allottee for increase in development charges costs or levies imposed by the competent authority, etc. to enclose the Notification / Order / Rule / Regulation published / issued in that behalf to be forwarded along with the demand letter issued to the Allottee.

4.10 The Total Consideration payable by the Allottee to the Promoters under this Agreement has been determined after providing a rebate to the Allottee, having regard to the instalments in which the Allottee has agreed to discharge the Total Consideration, including the advance payment made on booking of the said Apartment, and the Allottee affirms and confirms the same.

4.11 The Promoters have informed the Allottee, and the Allottee recognises that having regard to the physical limitations in matching all the dimensions in the manner and to the extent intended and/or desired by the parties, and also having regard to the various constraints and indeterminates that affect the actual construction at site, there could be variation in the carpet area of the said Apartment by plus / minus 3% of the carpet area of the said Apartment as set out in **Annexure "2"** below. If there is any reduction in the carpet area below the defined limit of 3%, then, the Promoter shall refund the excess money paid by Allottee within 45 (forty-five) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee, which shall be payable by the Allottee prior to taking possession

of the said 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 meter as agreed. Further it is clarified that the carpet area stated above is reckoned on the basis of internal measurements as between unfinished wall surfaces.

4.12 The Promoters shall send to the Allottee intimation / Demand Notes, demanding payments of the relevant amounts under these presents or instalments of the Total Consideration from the Allottee as and when the same falls due as per the details set out in **Annexure “2”** hereto, and the Allottee shall pay the same. The Allottee hereby covenants with the Promoters that the Allottee shall duly and punctually pay the amounts due and payable, along with GST, in full within the time and in the manner stipulated in the intimation/ Demand Notes without committing any breach and/or defaults thereof. The time for making the payment of each of the aforesaid instalments and all other amounts due and payable shall be the essence of the contract. In the event of any amendment to the regime of taxation as presently levied and/or presently applicable to the transaction, the Allottee shall comply with and discharge his obligation in relation to such impost or levy as applicable in full in the manner liable.

4.13 In the event the Allottee has obtained or availed of any loan from any Bank or Housing Finance Institution to fund or part-finance the purchase of the said Apartment or to pay any part of the Total Consideration and other monies payable hereunder against the security of the said Apartment, then in such case, the Allottee shall be required to obtain on the letterhead of the respective financial institutions / banks, etc. the loan/ pre-sanction loan letter, and the Promoters shall only thereupon issue and / or cause to issue the NOC to the Allottee to mortgage the said Apartment. The obligation to follow up and get the Bank or Housing Finance Institution to disburse the relevant instalment within the period payable shall be on the Allottee; further the Bank / Housing Finance Institution shall, in the first instance and pending the discharge of the Total Consideration, have a claim on the amounts disbursed by it on account of the Allottee to the Promoters, and on discharge of the Total Consideration, shall acquire a security interest on the said Apartment and the rights of the Allottee thereto.

4.14 If any of the payment in cheques or any other payment instructions of / by the Allottee is / are not honoured for any reason whatsoever, the same shall be treated as default and the Promoters may at its option be entitled to exercise the recourse available hereunder. Further the Promoters may at its sole discretion without prejudice to its other rights, charge cheque dishonour charges of Rs.5,000/- (Rupees five thousand only) for dishonour of payment instruction in the first such instance of dishonour, and for every subsequent instance, the Promoters shall be

entitled to recover cheque dishonor charges of Rs.7,500/- (Rupees seven thousand five hundred only) in addition to interest at the interest rate specified for delayed payment.

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

4.16 If the Allottee fails to make any payments or provide TDS Certificate on the stipulated date(s) and time(s) as required under this Agreement, then the Allottee shall pay to the Promoters interest at the Interest Rate on all and any such delayed payments / amount of TDS computed from the date such amounts/ TDS Certificates are due and payable till the date such amounts are fully and finally paid / TDS Certificate(s) are submitted together with the interest at the prevailing rate of State Bank of India Highest Marginal Cost of lending Rate plus 2% thereon (“**Interest Rate**”).

4.17 The Allottee shall pay to the Promoter interest at such rate as may be prescribed under the RERA Rules on all delayed payments of monies becoming due hereunder, including on the instalments of price. If the Allottee fails to pay any amount due hereunder on the due date, and within a further period of fifteen days of such due date (together with interest as payable), despite a written notice being delivered in that behalf, the same shall be construed as a **Default**. If the Allottee fails to pay the said sum (together with interest) after a second and a third like notice (as above) are issued, each of them shall again count as a **Default**. In the event the Allottee commits three cumulative (that is in all – which may not be consecutive Defaults) Defaults in payment of the amounts due and payable under this Agreement to the Promoter or otherwise, either in respect of the same amount which originally became due, or of any three amounts which became due for payment, by failing to make payment as above, the notice issued by the Promoters for the third Default, shall on failure by the Allottee to comply with the terms thereof within the period provided therein, operate to terminate the Agreement herein. Failure to pay the monthly contributions during the period before transfer of the Project Land to the Co-operative Society shall also on failure to make payment in the manner and within the period aforesaid operate as and constitute a Default, giving rise to the same consequences as above. It is expressly clarified that payment of any amount less than the whole as has become due on the relevant date shall be construed as a Default, and all consequences arising therefrom shall be construed accordingly.

4.18 In like manner in case the Allottee commits any breach of any of the other terms or provisions hereof, the Promoters shall, after giving to the Allottee 15 (fifteen) days' written notice intimating of the specific breach committed by the Allottee, call upon the Allottee to rectify such breach, and notify that in default of compliance, the Promoters shall be entitled to terminate the Agreement herein. On failure of the Allottee to remedy such breach within the period aforesaid, the Promoters shall be entitled at their discretion to terminate the Agreement herein.

4.19 Upon such termination of this agreement, the Promoters shall at their discretion be entitled to forfeit out of the amounts paid by the Allottee an amount equal to 10% of the Total Consideration payable by the Allottee to the Promoters as price of the said Apartment, and in addition thereto, any brokerage and other actual expenses incurred by the Promoters for sale of the said Apartment to the Allottee as agreed Liquidated Damages, and will refund within a period of 30 days of termination to the Allottee the amount, if any, received in excess thereof from him, but without interest; Service Tax, VAT, GST and other Tax as also stamp duty, registration charges and brokerage as may have been paid and/or incurred by the Allottee shall be to the account of the Allottee and the Allottee will not have any claim against the Promoters for and on account of the same. (The Allottee may however, if otherwise entitled in law, obtain refund of such amounts from the concerned authorities, and the Promoters shall, so far as reasonably feasible, and without exposing themselves to any costs or liability, make available any document, record or writing required for the purpose). The Allottee confirms that the aforesaid amount is fair and equitable, and is not harsh or unconscionable and the same constitutes reasonable genuine and agreed pre-estimate of the damage that will be caused to the Promoters, and that the same is in the nature of liquidated damages and not penalty. Upon such termination, the Promoters shall be entitled to sell and dispose of the said Apartment to any other person of their choice, and the Allottee shall not be entitled to raise any objection to the same.

4.20 Upon the events contemplated in Clauses 4.17 and 4.18 materialising, and the Promoters terminating the Agreement herein, and the Promoters refunding to the Allottee the amount liable to be refunded in terms of the said Clause 4.19, without prejudice to the obligation of the Allottee to make and execute an appropriate Deed of Cancellation cancelling all rights under this Agreement, and discharging the Promoters of and from all obligations arising hereunder, the Promoters shall be entitled, in the name of the Allottee, to make and execute a Deed of Cancellation recording the cancellation of the rights agreed to be sold by the Promoters to the Allottee; the Allottee hereby irrevocably constitutes the Promoters as his Attorney with right, power and authority to execute such Deed of Cancellation in the name of the Allottee upon the events herein provided materialising; the Allottee covenants with the Promoters that any exercise of such

power shall be binding on him and on all persons claiming by under or through him, and he shall not in any manner interfere with or obstruct the exercise by the Promoters (through their nominees) of such power, nor shall he do any act by which the exercise of such powers are in any manner impeded, hindered or interfered with; if the Allottee is aggrieved by any alleged wrongful exercise of powers by the Promoters (through their nominees) under the powers conferred by the Allottee, the Allottee shall be entitled to pursue his remedy against the Promoters in damages but any such exercise of power by the Promoters (through their nominees) of such power shall be binding on the Allottee and shall not be liable to be impeached, challenged or questioned; this forms one of the basis for the agreement herein between the Promoters and the Allottee. Further if the Allottee has availed of a loan from the Bank or Housing Finance Institution in respect of the said Apartment, the Promoters shall in effecting the cancellation pursuant to the right and authority vested in them hereunder, remit to the Bank / Housing Finance Institution to the account and credit of the Allottee the amount paid by the Bank / Housing Finance Institution to the Promoters towards and on account of the said Apartment against the Bank issuing a release and discharge of their claims against the said Apartment and the security created in respect thereof to the Promoters. The Promoters shall thereupon stand discharged of their obligations to such Bank / Housing Finance Institution. In such event, if the Bank / Housing Finance Institution has any claim over and above such amounts received from the Promoters, the Bank / Housing Finance Institution shall claim and recover the same from the Allottee, and no such claim shall attach to the said Apartment or against the Promoters; further the Promoters shall, in such event, be entitled to claim from the Allottee any unrealised amounts out of the amounts liable to be received by them in terms hereof, consequent on cancellation, by recourse to their other remedies in law.

4.21 For the purpose of Clause 4.19 above, the forwarding by the Promoters of a cheque for such amounts as are liable to be refunded in terms of Clause 4.19 above drawn in favour of the Allottee to the address of the Allottee as recorded at Page No.1 hereof shall be sufficient compliance of all obligations owed by the Promoters in that behalf; the Allottee confirms that on the Promoters remitting such cheque, and executing a Deed of Cancellation by recourse to the powers conferred by the Allottee as hereinbefore referred, the Promoters shall thereafter be entitled to deal with and dispose of the said Apartment to any other person, free of any claim of the Allottee to the said Apartment.

4.22 The right of termination by the Promoters and forfeiture of amount as aforesaid shall be without prejudice to all other rights and remedies available to the Promoters under this Agreement and in law.

4.23 It is agreed that in the event of termination in the circumstances as aforesaid or termination due to any other reason, the sole right of the Allottee would be to obtain refund of payments due to him in the manner mentioned above, and the Allottee will neither have the right to cause stoppage of work of the Project or seek any relief in the nature of restraining the work relating the said Apartment or the said Project nor shall the Allottee seek any claim against the Promoters, and the Allottee specifically waives all such rights if any, as relating to the said Apartment and the said Project.

4.24 The Allottee agrees that dispatch of cheque/ pay order/ demand draft from the Promoters towards the said refund by Hand Delivery / Registered Post at the address of the Allottee provided herein, whether the Allottee accepts the delivery and /or encashes the cheque or not, or payment of the refund amount as aforesaid by RTGS, will amount to refund and full discharge of the Promoters' obligation in respect thereof.

4.25 In the event the Promoters join the Allottee as a member of the proposed Co-operative Society prior to the Allottee making full payment of the Total Consideration amount and all other amounts payable hereunder to the Promoters, then and in that event the enrolment of the Allottee as such member shall be tentative, and shall be subject to the Allottee making payment of the further instalments of price and all other payments in terms of this Agreement as they become due, and further also of the Allottee not committing any breach of any of the terms hereof. The Allottee's right to the Apartment shall until such time be liable to be cancelled, suspended or terminated in the events and in the manner provided hereinabove. Further, in the event the Allottee's rights are cancelled and terminated as in the manner provided herein, then and in such event, the membership of the Allottee shall become vacant and the Allottee shall cease to have any claim either on the Society, or through the Society to the membership rights or to the said Apartment. The Allottee's right to the Apartment shall become indefeasibly vested in the Allottee only upon the Allottee making full payment of all amounts due and payable hereunder in the manner covenanted hereunder.

5. POSSESSION AND CONSEQUENCES OF FAILURE TO TAKE POSSESSION

5.1 The Promoters shall after obtaining Occupation Certificate / part-Occupation Certificate from the Thane Municipal Corporation for the New Building offer possession of the said Apartment to the Allottee in terms of this Agreement on or before _____ 202__ ("**Possession Date**") more particularly set out in **Annexure "2"** against payment of the respective installments of the Total Consideration in full (and where delayed – except to the extent excepted, paid the same with interest thereon as provided in this Agreement), and

also all the amounts / deposits payable to the Promoters in terms of **Annexure “2”** and / or any amounts / charges payable to the Promoters under this Agreement.

Provided that the Allottee is prior to the Possession Date not in breach of any of the terms and conditions of this Agreement.

Provided however that the Promoters shall be entitled to an extension of time for giving delivery of the said Apartment on the Possession Date, if the completion of the Project is delayed on account of any or all of the following factors, viz.

- a. any force majeure event,
- b. war, civil commotion, flood, drought, fire, cyclone, earthquake, act of God, pandemic, epidemic or any calamity by nature affecting the regular development of the Project,
- c. any notice, order, rule, notification of the Government and/or any public authority or competent authority/ court.

5.2 The Allottee agrees and undertakes to indemnify the Promoters in case of failure of fulfillment of any of the provisions, formalities, documents on the part of the Allottee.

5.3 The Allottee shall take possession of the said Apartment within 15 (fifteen) days of being offered such possession, by making payment of all amounts due and payable hereunder (including the amounts specified in Clauses 4.7 and 4.8 above, and Clause 12.2 below) by executing necessary indemnities, undertakings and such other documentation as may be required. In case the Allottee fails to take possession of the said Apartment on being offered possession by the Promoters in the manner provided herein, the Allottee shall, without prejudice to any other liabilities which he may incur under this Agreement and be liable under law, become also liable to pay to the Promoters, and the Promoters shall become entitled to recover from the Allottee, the maintenance charges payable in respect of the said Apartment.

In the event the Allottee fails and / or neglects to take possession of the Premises within 15 (fifteen) days from the date of the Possession Notice, the Allottee shall be liable to pay demurrage charges to the Promoter, at the rate determined by the Promoter, from the expiry of the aforementioned 15 (fifteen) days period till such time the Allottee takes possession of the said Premises. Notwithstanding the aforesaid, it shall be deemed that the Allottee has taken possession of the said Premises on the expiry of the 15 (fifteen) days from the date of the Possession Notice and the Allottee shall alone be responsible / liable in respect of any loss or damage that may be caused to the Premises after this date.

5.4 Time is of the essence for the Promoters as well as the Allottee. The Promoters shall abide by the time schedule for completing the Project and handing over the Apartment to the Allottee and for handing over the common areas to the Society, after receiving Occupation Certificate and/or Completion Certificate from the Thane Municipal Corporation, and in due course, after completion of development of the Complex as disclosed in the recitals herein, the common areas to the Apex Society in the manner as proposed and disclosed elsewhere in this Agreement to be held for the common use and enjoyment by all acquirers of apartments in the Complex according to their entitlement. Similarly, the Allottee shall make timely payments of all instalments and other dues payable by him and shall comply with his other obligations under this Agreement.

5.5 If the Promoters fail or neglect to give possession of the said Apartment to the Allottee by the Possession Date (other than on account of reasons beyond their control as elucidated in Clause 5.1 above), then the Allottee shall be entitled to do either of the following:

- a. call upon the Promoters by giving written notice by Registered Post A. D. at the address provided by the Promoters to pay interest at the Interest Rate for every month of delay from the Possession Date on the portion of the Total Consideration paid by the Allottee till such date. The interest shall be paid by the Promoters to the Allottee till the date of offering to handover possession of the said Apartment by the Promoters to the Allottee, or
- b. the Allottee shall be entitled to terminate this Agreement by giving a written notice to the Promoters by Courier / Email / Registered A. D. at the address provided by the Promoters (“**Allottee’s Termination Notice**”). On receipt of the Allottee’s Termination Notice by the Promoters, this Agreement shall stand terminated and cancelled, and the Promoters shall refund to the Allottee the amounts already received by the Promoters under this Agreement with interest thereon at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon to be computed from the date the Promoters received such amount / part thereof till the date such amounts with interest at the interest rate thereon are duly repaid. On such repayment of the amounts by the Promoters as stated above, the Allottee shall have no claim of any nature whatsoever on the Promoters and/or the said Apartment, and shall, on being required by the Promoters, simultaneous with receipt of such amounts make and execute a duly stamped Deed of Cancellation evidencing the cancellation of the Agreement for Sale executed in his favour, and a full and complete discharge to the Promoters of from and against any claim of the Allottee arising under or pursuant to such Agreement; the Allottee shall also register such Deed of

Cancellation under the provisions of the Registration Act, 1908; the Promoters shall thereupon be entitled to deal with and/or dispose of the said Apartment in the manner it deems fit and proper.

5.6 The Allottee hereby acknowledges and agrees that he shall, within a period of 15 days from the date of such failure, choose either of the aforesaid remedies in Clause 5.5 above and not both. If the Allottee fails to choose either of the aforesaid remedies with the said period, it shall be deemed that he has accepted to elect the option at Clause 5.5(a) above and shall accordingly be entitled to interest only. It is further agreed between the Parties that in case the Allottee elects his remedy under Clause 5.5(a) above, then in such case the Allottee shall not subsequently be entitled to the remedy under Clause 5.5(b) above.

6. **FSI, TDR AND DEVELOPMENT POTENTIAL WITH RESPECT TO THE PROJECT**

6.1 The Promoters hereby declare that the Project is part of a Complex known as **KASHISH PARK** being developed on the Larger Lands more particularly described in the **First Schedule** hereunder written. The Promoters declare that (in terms of the Development Permissions as sanctioned on 29 December 2023, building plans have been sanctioned for construction of 27,939.30 sq.mtrs. built-up area (as computed for sanction purposes) in the New Project comprising the Project using and utilizing, inter alia, (i) the Development Rights (DRs) becoming available on surrender and/or development of any part of the Larger Lands and handing over of the same to the designated public authority (ii) TDR permitted to be brought in, loaded and utilized on portions of the Larger Lands, and developed therein, (iii) FSI permitted to be availed of and utilized and constructed on the Larger Lands, or by payment of premia, as for example, ancillary / fungible FSI, or FSI permitted by purchase from the State Government or the Municipal Corporation, (iv) the FSI becoming available by implementation of various Schemes of the State Government or its agencies.,

6.2 The Promoters have disclosed to the Allottee that the Promoters are entitled to utilise and avail of (and shall in due course utilize and avail of) the further right to lay out construction accruing by utilisation of (i) the Development Rights (DRs) that may become available on surrender and/or development of any part of the Larger Lands and handing over of the same to any designated public authority (ii) TDR as may be permitted to be brought in, loaded and utilized on portions of the said larger lands, and developed therein, (iii) any FSI which may be permitted to be constructed on the Larger Lands by payment of premia and/or by purchase, as for example,

ancillary/ fungible FSI, or FSI permitted by purchase from the State Government or the Municipal Corporation, (iv) any other development that may become permissible on the Larger Lands on any account whatsoever, including by implementation of any Scheme of the Government or the local authority, and accrue to the Promoters and/or which the Promoters are entitled to use and avail of by themselves on any construction to be laid out in any part of the Larger Lands or exploit the same in any other manner, without any claim thereto by the Allottee or any other acquirer of Apartment in the Project or in any other part of the construction already laid out on the Larger Lands.

- 6.3 The Promoters have disclosed that only construction to the extent proposed to be laid out in the basement/s, ground and first floors (to the extent relatable to or comprised in Wing C1) and on the Second to 52 Floors of the New Building **IRIS-1** form the subject matter of the present phase of development, and the subject matter of this Agreement. The remaining construction accruing and/or becoming available on the Larger Lands, in whatsoever manner arising or accruing, including by reason of right to further construction accruing by (i) any increase in FSI in future, (ii) by utilisation of TDR and/or DR, (iii) by utilisation of any compensatory right of construction which the Promoters may be permitted to purchase and acquire and load on the said larger lands, (iv) FSI in the nature of ancillary / fungible FSI, and (v) any and every other right to develop accruing from or arising on the Larger Lands from time to time shall all accrue to the Promoters alone, and the Promoters alone shall be entitled to claim receive use appropriate and exploit the same and develop the same in the manner and as part of the Complex **KASHISH PARK** as disclosed by the Promoters in the Recitals, and the Allottee has agreed to purchase the said Apartment based on the construction and sale of apartments undertaken by the Promoters by utilizing construction rights to the extent aforesaid, and on the express understanding and agreement that the full extent of the balance unutilized potential of the said larger lands, in whatsoever manner arising or accruing, shall belong to the Promoters only, and the Allottee shall have no claim to the same. The Allottee has agreed to purchase the Apartment based on the proposed construction and sale of apartments to be carried out by the Promoters, by utilizing construction to the extent aforesaid.

7. **DEFECT LIABILITY**

- 7.1 That if within a period of 5 (five) years from the handing over of possession of the said Apartment to the Allottee, the Allottee brings to the notice of the Promoters any structural defect in the said Apartment or the New Building or any defects on account of workmanship quality or provision of service then, wherever

possible such defect shall be rectified by the Promoters at its own costs. In case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoters compensation for such defect in the manner as provided under the RERA Act.

Provided however that the Allottee shall not carry out any alterations of whatsoever nature in the said Apartment or the said Building which shall include but not be limited to any alteration to or work on the columns, beams, etc. or in the fittings therein. The Allottee shall also not make any alterations in any of the fittings, pipes, water supply connections or any erection or alterations in the bathroom(s), toilet(s) and kitchen, which may result in seepage of water. If any of such works are carried out without the written consent of the Promoters, the defect liability of the Promoters shall automatically become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoters, and shall not mean defect/s caused by normal wear and tear and by negligent use of the said Apartment by the Occupants, vagaries of nature, etc.

Provided further that if and insofar as any leakage or damage is caused to the said Apartment on account of works carried out in any Apartment(s) adjoining and/or situate above the said Apartment, the Allottee shall have his claims against the owner for the time being of such Apartment(s), and shall not have any claim against the Promoters on account of the same.

It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the willful default and/or negligence of the Allottee and/or any other allottees in the Real Estate Project or by wear and tear in regular course.

7.2 That it shall be the responsibility of the Allottee to maintain the said Apartment in a proper manner and take all due care needed including but not limited to regular filling of the joints in the tiles in the said Apartment with white cement / epoxy to prevent water seepage.

7.3 That further where the manufacturer warranty as shown by the Promoters to the Allottee/s ends before the Defect Liability period and such warranties are covered under the maintenance of the said Premises/ building, and if the annual maintenance contracts are not done/ renewed by the Allottee (either by himself or jointly with the other acquirers/allottees of premises in the New Building), the Promoters shall not be responsible for any defects occurring on account of the same.

7.4 That the Project as a whole has been conceived, designed and constructed based on the commitments and warranties held out by the Vendors/manufacturers that all equipments, fixtures, and fittings shall be maintained and covered by

maintenance/ warranty contracts, so as for it to be functional and in proper working condition to continue warranty in both the said Apartment and the common project amenities wherever applicable.

7.5 That the Allottee has been made aware and that the Allottee expressly agrees that the regular wear and tear of the unit/building, includes minor hairline cracks on the external and internal walls, excluding the RCC structure, which happens due to huge fluctuations and variations in temperatures, does not amount to structural defects, and cannot be attributed to either bad workmanship or structural defect.

7.6 That it is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same, and shall then submit a report stating the defects in the materials used, in the structure built of the premises and in the workmanship executed, with due cogniscance of and reckoning the aforesaid agreed provisions of this agreement.

7.7 It is clarified and the Allottee recognises and acknowledges that while the Promoters would conform to the broad specifications disclosed in the **Third Schedule**, there may be variations in the quality, colour, shape, make or design of the materials used by them in the various apartments in the said New Building, and the Allottee shall not be entitled to, and shall not make any grievance on such account, it being expressly understood that the Promoters shall not be liable to use identical fixtures or fittings or be liable to colour the various apartments in the New Building. The Allottee shall accordingly not make any grievance on account of any variation in the quality, colour, shape, make or design of the materials used by the Promoters in the said Apartment as against other apartments in the said building. The Promoters have further informed the Allottee, and the Allottee acknowledges that in respect of certain items like natural stone/ marble, there are inherent variations and inconsistency in the patterns and formations, in respect of which also the Allottee shall not make any grievance.

7.8 The Promoters have conveyed to the Allottee and the Allottee acknowledges that the Promoters are not in the business of manufacture of lifts, parking systems and/or of the several equipments provided either as a Common Amenity or Limited Common Amenity or in individual apartments, the Mechanised Car Parking Towers and the passenger lifts and other equipments provided in the said building would be sourced from supplier(s) dealing in the product line. While the Promoters would obtain appropriate warranties as are customary from the supplier(s) of such product(s), the Allottee shall use the said facility at his own risk and in the event of any mishap or accident in the course of working of the said facility, the Allottee shall in all events have his remedies on any account whatsoever

against the concerned supplier, and not against the Promoters. The Promoters shall make available the benefit of the warranties available to them in the course of purchase by them of such equipments and/or unexpired portions thereof to the Society. It is clarified that by granting / allotting parking spaces to the acquirers or allottees of parking spaces, the Promoters not be deemed to have assumed any responsibility or held out any warranty as to its fitness for the purpose intended, or as to its safety or as to its ability to serve the purpose intended. The Allottee shall jointly with the other persons availing the said facility / lift(s) / equipment(s) provided in the Common Areas and/or the equipment(s) provided in the said Apartment be liable to ensure that the said facility / lift(s) / equipment(s) is/are used in the manner mandated to be used as a prudent person, and further from time to time along with the other persons entitled to and availing the said facility / lift(s) / equipments attend to the servicing and maintenance of the said facility / lift(s) / equipment(s), and secure and obtain compliance by all persons of all conditions as to its use, and for the said purpose contribute proportionately jointly with the other persons entitled to and availing the said facility / lift(s), and other equipments held in common. The Promoters shall also not be deemed to have assumed any liability or held out any warranty as to the various items provided in the individual Apartments, and shall pass on the warranty extended by the supplier to the Promoters, to the extent of the unexpired / residual term thereof. Further in the event the Allottee, insofar as it relates to equipments provided in the said Apartment, and any of the Allottees, or their representative or Society, insofar as it relates to any of the equipments provided in the Common or Limited Common Areas, changing or carrying out any unauthorised works thereto, all obligations of the Promoters in whatsoever manner arising shall come to an end. In like manner, on any renovation or further or additional works carried out by the Allottee to the said Apartment, or the acquirers of apartments generally or the Society to the common portions of the said Wing C1, the Promoters' obligations as to any alleged defect in workmanship shall automatically lapse and come to an end.

8. **SOCIETY FORMATION**

8.1 The Allottee shall actively assist and co-operate in the formation of a Co-operative Society of apartment-purchasers in the New Building to be known by such name as the Promoters may determine, with bye-laws similar to the prescribed Model Bye-laws, with necessary changes therein as may be deemed necessary and consistent with the Scheme of this Agreement, and become and be a member thereof.

8.2 The Promoters shall, having regard to –

- i. the Scheme of development disclosed by the Promoters to the Allottee prior to closure of the transaction herein and as set out in the Recitals,

- ii. the fact that the said Apartment is to be comprised in one of two adjacent and touching wings of Tower C, and which are themselves (to be) part of a larger Complex, and the Promoters would be developing the larger Complex in phases as hereinbefore disclosed,
- iii. the topographical lay-out of the Larger Lands, and the uneven utilization and apportionment of the construction permissible in various parts of the Larger Lands, as also use and utilization of TDR and other transferred or acquired rights, the land element relevant to the construction laid out in individual buildings/wings would be skewed and mismatched and therefore impartible, and
- iv. the fact that the Complex is an integrated and interdependent Complex, with shared common areas and amenities, and as such and otherwise impartible,

with a view to procure to the acquirers of apartments in the various buildings constructed on the Larger Lands an equitable apportionment of the land component and/or to arrange the land rights amongst them in such manner as may be fair intended that the Larger Lands would be transferred to a Co-operative Housing Association to be got registered comprising of the Societies / other entities representing the various buildings/wings constructed on the Larger Lands. The Promoters would accordingly on completion of development of the entire Complex in the manner disclosed herein, and on formation of Co-operative Societies by the acquirers of apartments in the various wings/buildings in the Complex/layout, promote the formation of such Co-operative Housing Association (“**Apex Society**”) comprising of all the individual Societies/other entities got registered by acquirers of apartments in individual wings/buildings in the Complex (including Wing C1 in which the said Apartment is situate), to whom the Larger Lands (excluding the portions liable to be transferred to the Thane Municipal Corporation or various authorities as liable under the Applicable Law or as a condition of sanction) would be transferred. The Promoters have intended that thereafter the individual member Society/ies/entities may apportion and claim rights in/under such Apex Society to portions of the Larger Lands in such manner as may be equitable. The Allottee shall assist and co-operate in the formation of the Apex Society.

8.3 The Allottee shall for the aforesaid purposes from time to time and as and when called upon by the Promoters sign all letters writings and documents, including the application for membership in the said Society and for its registration, including the bye-laws and other relevant papers within seven days of demand; he will not object to any change which may have to be made in the same as may be thought necessary or suggested by the registering authority; he will also do all other

acts deeds matters and things as the Promoters herein and/or the promoters of such Society may reasonably require for the purpose, and not do any act contrary to or inconsistent with his covenants hereunder.

9. **TRANSFER AND CONVEYANCE**

9.1 The Promoters shall on completion of the New Building and after receipt of full Occupation Certificate therefor from the Thane Municipal Corporation and subject to the receipt of the entire sale consideration and other amounts due and payable by all the allottees of all units/premises in the Real Estate Project , whichever is later or latest,, within the time period provided under the RERA Act, in favour of the Society got registered in respect of the New Building at its (Society's) costs a conveyance of the structure above the Podium [i.e. excluding the basement(s), ground floor and podium on the first floor (and the premises therein) (including above the Car Parking Towers/) and also excluding the common/ shared common areas and amenities provided on the said floors], even pending transfer of the Larger Lands and the common areas and facilities and the common areas and facilities to the Apex Society.

9.2 The Promoters (and if and as may be, Ladam Homes and KPRPL) shall also, so far as may be, execute Conveyance of the structure of the various buildings/wings of buildings already previously constructed on the Larger Lands in favour of the Societies got registered in respect thereof.

9.3 The Promoters shall, still thereafter, after formation of the Apex Society, and subject to the receipt of the entire sale consideration and other amounts due and payable by all the allottees of all the units/premises on the Larger Lands, whichever is later, within the time permitted and directed by law, execute a Conveyance of the Larger Lands and the buildings and structures constructed thereon not specifically conveyed to individual societies (in terms as provided and contemplated herein) to and in favour of such Apex Society (excluding the portions which are by and under the scheme of development and/or in terms of the Approvals) liable to be surrendered to the Thane Municipal Corporation or any other authority.

9.4 The Allottee covenants with the Promoters to co-operate in the execution of the Conveyance of the structure of the said New Building (i.e. above the Podium [i.e. excluding the basement(s), ground floor and podium on the first floor (and the premises therein) (including above the Car Parking Towers and also excluding the common/ shared common areas and amenities provided on the said floors)]) in favour of the Society got registered in respect thereof, and thereafter, in due course (and as provided hereinabove), a Conveyance of the Larger Lands (excluding the portions comprised in the D. P. Road and/or the Amenity Space or/or the other portions liable to be surrendered to the Thane Municipal Corporation) and the other

buildings and structures in the Complex on the Larger Lands (not already previously conveyed in favour of individual Societies) in favour of such Apex Society, and further as member of the Society got registered in respect of Wing C1 submit to such mechanism and safeguards as the Promoters in their discretion deem appropriate or necessary to secure the proper maintenance of the facilities provided in the said Complex and to balance the rights of the individual member Societies to portions of the Larger Lands, having regard to the respective stakes which such individual Societies have to or in the Larger Lands (after transfer of portions thereof to the State Government or the Thane Municipal Corporation as stated elsewhere in these presents).

9.5 All stamp duty and registration charges, as also out-of-pocket expenses and professional fees incurred in or about the execution of the Conveyance of the New Building , as herein provided, in favour of such Society and the Conveyance of the Larger Lands and the common areas and facilities in favour of the Apex Society (other than the portions liable to be ceded to the State Government or the local authority) shall be borne and paid by the Society of apartment-owners of the concerned Society, or as the case may be, of all the Societies in the Complex.

9.6 The Promoters have informed, conveyed and explained to the Allottee that in the event of and upon transfer of the New Building in favour of the Society got registered in respect thereof, as contemplated in Clause 9.1 above, if any apartments are lying unsold with the Promoters, the Promoters shall, notwithstanding such transfer of the New Building to and in favour of such Society, be entitled, in the same manner as prior to such transfer, to an unfettered right to deal with and dispose of the unsold apartments to and in favour of persons of their choice, and on like terms and conditions as other apartments in the New Building, and to exercise all rights in respect thereof, including to do all acts necessary to sell the same and receive and collect the Total Consideration. The Allottee as member of the Society got registered in respect of the said **Wing C1/Tower C-1**, named **IRIS-1**, covenants with the Promoters that he shall not do any act by which he obstructs, interferes with or disrupts such right of the Promoters, and further covenants with the Promoters that he shall as member of such Society ratify and affirm any such transaction, and facilitate and co-operate, on being advised and recommended by the Promoters, the admission of such Allottee as a member of such Society, with the same right and subject to the same obligations as other members of the Society. The Allottee covenants with the Promoters to do all that is necessary to effectuate the aforesaid, and further to not do anything which may prevent the doing or achieving of the aforesaid. The Allottee further covenants with the Promoters to facilitate the Society executing appropriate writings in favour of the Promoters to execute the aforesaid, simultaneously with transfer of the New Building, to and in favour of such Society. The Allottee covenants that in like manner, if on transfer

of the Larger Lands, if any apartments in any of the buildings comprised in such Apex Society, are lying unsold with the Promoters, the Promoters shall, notwithstanding such transfer of the Larger Lands to and in favour of the Apex Society, be entitled, in the same manner as prior to such transfer, to an unfettered right to deal with and dispose of the unsold apartments to and in favour of persons of their choice, and on like terms and conditions as other apartments in such Building, and to exercise all rights in respect thereof, including to do all acts necessary to sell the same and receive and collect the Total Consideration. The Allottee as member of the Society got registered in respect of the said **Wing C1/Tower C-1**, named **IRIS-1**, covenants with the Promoters that he shall not do any act by which he obstructs, interferes with or disrupts such right of the Promoters.

9.7 Until transfer and conveyance of the structure of the New Building (in the manner herein provided) in favour of the Society to be got registered in respect thereof in the manner herein provided, the authority of the acquirers of apartments in the New Building shall be subject to the overall control and authority of the Promoters over all or any of the matters concerning the New Building and the amenities therein. Further until transfer and conveyance of the Larger Lands and structures thereon in favour of the Apex Society, the authority of the acquirers of apartments in the New Building over all or any of the matters concerning the Larger Lands and the amenities and facilities provided therein shall be subject to the overall control and authority of the Promoters. The Promoters shall upon execution of the Conveyance in favour of the Apex Society hand over vacant and peaceful possession of such common areas of the Larger Lands to such Apex Society.

10. SHARING OF RIGHTS AND MAINTENANCE AND MANAGEMENT OF COMMON PORTIONS

10.1 The Promoters have conveyed to the Allottee that insofar as the New Building is concerned, apart from the common areas in the Complex, as between Wing C1 and (yet to be constructed) Wing C2, they would be sharing the basement/s, ground and first floors (and the shared amenities to be provided on any of the upper floors of the said Wings, as approved, and access to such common areas and facilities) and certain other specified amenities, including specifically car parking rights in the Mechanised Car Parking Towers to be provided in and for the Building, and the rights of access thereto, The Promoters have specifically conveyed that while the access to some of the Mechanised Car Parking Towers is from the Ground Floor, the access to the others is from the Basement/s. The Promoters have conveyed that the acquirers of apartments in Wing C1 and Wing C2 would, according to their entitlement and to their having obtained exclusive rights to parking of any vehicle in the Mechanised Car Parking Towers, as also for the purpose of availing of shared amenities (listed in the Fourth Schedule) to the

extent the same is situate on portions of the other Wing, have a non-exclusive right to use and access common portions to reach to and avail of such right. The Promoters have further conveyed that insofar as the Mechanised Car Parking Towers are concerned, the persons who acquire right to park such vehicle in such Facility shall use and avail of the same, and for the said purpose shall have a right to bring in and take out the car through the ramps and other means of access provided to access such Facility. The acquirers of apartments in Wing C1 and Wing C2 shall jointly be entitled to use so much of the common area as is common as between Wing C1 and Wing C2 and also the amenities which are common and shared as between Wing C1 and Wing C2, and shall be jointly liable and responsible for maintenance and management of the same and to contribute for the purpose. The Promoters have conveyed to the Allottee (as already previously recorded hereinabove) that insofar as the basement/s, ground and first floors of Wings C1 and C2 and the Mechanised Car Parking Towers (as also the areas where the shared amenities are located in any other part of the buildings) are concerned, the same would be handed over to, and managed by the Societies got registered by the acquirers of apartments in the two wings jointly, after execution of the Conveyance of the structures of Wings C1 and C2, in favour of the Societies respectively got registered in respect thereof.

10.2 The Allottee has seen the lay-out of the Complex known as **KASHISH PARK** (of which the New Building forms a part, and in which the said Apartment is comprised) and has been explained that the common amenities like sub-station, drainage, sewers and water pipelines, common lights, recreation areas, etc. shall be available for common use and enjoyment by all allottees of apartments in the various buildings in the Complex, and the different Co-operative Societies got or to be hereafter got registered in respect of the different buildings/wings therein shall have an unrestricted right of way in common with other occupants in the Complex (including the occupants of the remaining buildings to be constructed on the remaining portions of the Larger Lands as disclosed elsewhere in this Agreement) to pass and re-pass over the common access by foot and also to bring in vehicles over designated and defined open portions of the common areas, subject to such conditions as may be stipulated by the Promoters, and to also dig up such common portions at the ground level for the purpose of laying pipelines, telephone and electric cables, and/or gas pipelines, sewers and drainage lines, etc. subject to the condition as may be stipulated by the Promoters and after the Larger Lands are handed over and transferred to the Apex Society, by such Apex Society, to use such common areas harmoniously with other claimants to use of the same, and to submit to such covenants, inter se the various buildings as to repair and maintenance of such common areas and/or digging up and filling up of the common areas as the Promoters may suggest in a manner as to ensure that any group of occupants do not by their actions disrupt the use and enjoyment of the common areas by the other

group of occupants and to secure continuous, uninterrupted and full use of such common areas.

10.3 It is clarified that being part of a larger Complex, and also having regard to the fact that some of the amenities are shared with the yet-to-be-constructed Wing C2, and is located on such yet-to-be-constructed portions, while some of the amenities may become available simultaneously with the handing over of possession of the said Apartment, possession of the other amenities could be deferred to completion of Wing C2, or if the case so be, the remaining portions of the Complex. The Allottee has understood the above, and further that the possession of the common areas and amenities, insofar as shared between Wings C1 and C2 would be handed over after Conveyance of the structures of both Wings C1 and Wing C2, and possession of the common areas and amenities, insofar as common to the Complex are concerned, would be handed over on Conveyance of the Larger Lands and the buildings to the Apex Society as provided elsewhere in these presents, and he will not make any grievance about the same.

11. **CAR PARKING**

The Promoters have informed the Allottee that the Car Parking Spaces are to be provided in multiple Mechanised Car Parking Towers to be laid out beneath and on the rear of Wings C1 and C2 (as shown on the plan Annexure "3-A" hereto), with access to some of them from the Ground and access to the others from the Basement/s of Wings C1 and C2, common to the Wings C1 and C2. Car Parking Spaces are to also comprise of stack parking facilities in the Basement(s) of the Building. Car Parking Space, granted / allotted, shall comprise an exclusive right to park a non-commercial light motor vehicle in such Mechanised Car Parking Towers, and a non-exclusive right to access such facility through limited common portions of the said Basement/s, or as the case may be, Ground Floor of Wings C1 and C2, and the ramps provided to access the same. Each designated parking slot (if and so far as the same may be situate in the Car Parking Tower) shall entitle parking of one vehicle in the designated Tower, to be accessed through the designated floor, while the car parking allotted in the stack parking facility in the Basement shall entitle parking of the car in the designated level of the stack facility. The same shall be used by the Allottee as a prudent person, and without disrupting, obstructing or jeopardising the right of other allottees to avail and access their slot. The Allottee shall also not do anything which may cause damage to the said Tower, or as the case may be, the stack parking facility, or the uninterrupted use of the same by the other persons entitled to access and use the same. Such Covered Parking Space shall always be held appurtenant to the said Apartment and shall only be dealt with along with the said Apartment. Further the Covered Parking

Space shall not be permitted for use / parking of vehicles by a non-resident of the building.

12. DEPOSITS AND CHARGES

12.1 Within 15 (fifteen) days after notice in writing is given by the Promoters to the Allottee that the said Apartment is ready for use and occupancy, whether the possession of the said Apartment has been taken or not, the Allottee shall be liable to bear and pay the outgoings in respect of the said Apartment and the proportionate share (i.e. in proportion to the Carpet Area of the said Apartment) of outgoings in respect of the Project, 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 New Building and the working of the various services and facilities provided therein, and of the services and facilities provided in and shared as between Wings C1 and C2, and also a proper contribution for repair, maintenance and management of the common areas of the Complex and operation and servicing of any amenity that may be provided therein and the GST (and any other taxes levy thereon) leviable on account thereof. The Allottee shall in addition be liable to pay the proportionate share of municipal taxes, water charges and other Government levies as may be determined pro rata and communicated on the first assessment being made. Such contribution, as may be provisionally determined by the Promoters in this behalf, shall be paid by the Allottee in advance or on or before the 5th day of each month in advance to the Promoters, or to the Society, if such Society is managing the New Building. The amounts so paid shall not carry any interest and remain with the Promoters until the management of Wing C1 is transferred to the Society. Such contributions as tentatively estimated for the said Apartment are as set out in **Annexure "2"**. The Promoters shall from and out of such contributions pay the common expenses in respect of the said Project.

12.2 The Allottee shall as and when may be demanded by the Promoters from time to time before taking possession of the said Apartment deposit with the Promoters amounts (as presently tentatively estimated and) specified in Part-A and Part-B of the Statement, **Annexure "2"** hereto, but which shall be finally determined at the time of handing over of possession of the said Apartment to the Allottee; the said amounts shall not bear interest. Of these, the amounts disclosed in Part-B shall not be refundable and may be appropriated by the Promoters, and no accounts or statement will be required to be rendered by the Promoters to the Allottee in respect of the above amounts paid by the Allottee to the Promoters. The Allottee shall make payment of such amounts as more particularly set out in **Annexure "2"** hereto to the Bank Account of the Promoters, details of which will be intimated by the Promoters to the Allottee along with the demand for such

amounts. The unspent balance, if any, of the amounts mentioned in Part-A of the Statement received towards deposits shall be delivered by the Promoters to the Society, without interest.

12.3 The Promoters shall on transfer of the said Project to the Society, render to it a consolidated account of the total amount collected from all the Allottees of Apartments under Clause 12.1 and in respect of amounts at Part-A of the Statement in **Annexure “2”** (referred to in Clause 12.2 above) and of the total amount spent out of the same, and pay over the excess or recover the deficit, as the case may be, to/from the Society. The rendition of the consolidated account to the Society and settlement of such account shall discharge the Promoters of their responsibility to refund excess, if any, out of such collections made from one or more of the acquirers of apartments and/or of recovering the deficit, if any, from one or more of them; the acquirers of apartments as members of the Society shall make up and adjust amongst themselves their respective accounts - the Allottee shall not be entitled to make any grievance or take any objection to the consolidation of all receipts and expenses in respect of the different apartments in the said building as aforesaid, and confirms that he shall claim the surplus or make payment of the deficit to the Society on such accounts being made up.

12.4 The Allottee/s hereby agrees that in the event of any amounts being levied by way of premium and other charges, betterment charges and/or development tax, security deposit, charges for the purpose of giving water connection, drainage connection and electricity connection / payable to the Thane Municipal Corporation and/or to State Government, M.S.E.D.C.L. or any private electricity provider, or payment in the nature of any tax, levy deposit, registration fees, GST, administrative charges, fees, cess duty and other levies and taxes by whatever name called becoming payable by the Promoters, the Allottee shall, until transfer of the New Building to the Society, pay the same to the Promoters in proportion to the area of the said Apartment. It is agreed that the betterment charges referred to hereinabove shall mean and include charges which may be claimed in respect of installation of water lines, water mains, sewerage line, sewerage mains, electric cable, electric substation (if any) making and maintaining of Internal Roads and access to the portions of the Larger Lands where the said **Wing C1** and/or **the Tower C** (in which it is comprised) is constructed, drainage layout and all other facilities.

12.5 The Promoters have informed the Allottee that the Promoters may be required as a stipulation by the Thane Municipal Corporation / concerned authority to provide a centralised Sewage Treatment Plant (STP) / independent STP to recycle and treat water and supply such treated water to buildings in the Complex / New Building. The costs of managing, operating and maintaining such STP shall

be equitably apportioned amongst the acquirers of apartments in the various building/s in the Complex/ New Building to whom such facility/ supply is being made available.

12.6 It is clarified that the Allottee may be liable to pay in addition to the recurring charges payable towards the several heads specified in Clause 12.1 above, and the fees as may be collected towards membership of the Club House, usage charges for usage of specific facilities (or generally) of the Club House, Swimming Pool, Gymnasium and other common / shared facilities provided for use of the acquirers of Apartments in the New Building and/or Wing C2 as provided herein.

12.7 The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises in the Real Estate Project, if any. Post execution of the Society Conveyance (as defined hereinafter), the Promoter shall continue to be entitled to such unsold premises and to undertake the marketing etc. in respect of such unsold premises. The Promoter shall not be liable or required to bear and/or pay any amount by way of contribution, outgoings, deposits, transfer fees / charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the Society/Apex Body/Federation for the sale / allotment or transfer of the unsold areas in the Real Estate Project or elsewhere, save and except the municipal taxes at actuals (levied on the unsold premises) and a sum of Rs.1000/- (Rupees One Thousand only) per month in respect of each unsold premises towards the outgoings, specified in Clause 12.1 (other than proportionate share of municipal taxes) in respect of unsold apartments, unless they are actually occupied by any third party on any basis whatsoever.

12.8 The Promoter has notified and the Allottee is aware that the Wing C1 common areas, facilities and amenities to be provided in the Tower C are being developed in a phase- wise manner and are to be shared by all the respective allottees and occupants therein and that the same will be completed on or before completion of the Tower C subject to Force Majeure events. It is further clarified that all the amenities and facilities comprised therein may not be ready at the time of the Promoter offering possession of the said Premises to the Allottee and may not be available for use and enjoyment immediately. Similarly, it is further clarified that all of the Real Estate Project Amenities comprised in the Real Estate Project may not be ready at the time of the Promoter offering possession of the said Premises to the Allottee and may not be available for use and enjoyment immediately.

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

The Promoters hereby represent and warrant to the Allottee as follows:

- a. the Promoters have acquired the rights of FGP Ltd. (the Owner) in respect of the Larger Lands, subject to the rights previously granted by FGP Limited (the Owner) to Ladam Homes and KPRPL in the manner set out and disclosed at length in the Recitals; the Promoters state that subject to the portions which are reserved and already ceded or liable to be ceded to the various authorities, including on account of Amenity Area, Recreation Ground or otherwise howsoever, the title of the Owner and the right of the Promoters to develop the Project is clear and marketable; as set out in the Title Report annexed to the Agreement, the Promoters have requisite rights to carry out the development of the Project on the portions of the Larger Lands shown so marked on the plan, **Annexure "1"** hereto, and are in actual, physical and lawful possession of the said portions for implementation of the Project,
- b. the Promoters have lawful rights and requisite approvals from the Thane Municipal Corporation to carry out development of the Project and shall obtain the further requisite approvals from time to time to complete the development of the Project,
- c. there are no encumbrances on the portions of the Larger Lands where the said Kashish Park Tower C-1 is being constructed, save and except as disclosed in the Title Report or on the MahaRERA website,
- d. there are no litigations pending before any court of law in respect of the Project or the portions of the Larger Lands where the said Kashish Park Tower C-1 is being constructed, save and except as disclosed in the Title Report or on the MahaRERA website,
- e. the Promoters are carrying out construction on the portion of the Larger Lands in which the Project is comprised in accordance with building plans sanctioned by the Thane Municipal Corporation, as amended from time to time, and in accordance with the terms conditions stipulations and restrictions imposed by the Corporation while granting sanction; the same are all 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, and the New Building shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain in compliance with all applicable laws in relation to the Project Land, building and common areas; further the Promoters have obtained Commencement Certificate and the Promoters shall in due course on compliance of the stipulations by the Corporation obtain Occupation Certificate and/or Completion Certificate for the New Building,

- f. the Promoters are entitled to enter into this Agreement and have not committed or omitted to perform any act or thing whereby their right title and interest of the Allottee created herein may be prejudicially affected,
- g. the Promoters have not entered into any Agreement for Sale and/or Development Agreement or any other Agreement or Arrangement with any person or authority with respect to the Project and/or the Apartment which would in any manner affect the rights of the Allottee under this Agreement,
- h. the Promoters are not restricted in any manner whatsoever from selling the said Apartment in the manner contemplated in this Agreement.
- i. on execution of the Conveyance of the structure of Tower C-1 (above the Podium [i.e. excluding the basement(s), ground floor and podium on the first floor (and the premises therein) (including above the Car Parking Towers and also excluding the common/ shared common areas and amenities provided on the said floors)]) in favour of the Society got registered in respect of the New Building, the Promoters shall hand over vacant lawful peaceful physical possession of the common areas in the New Building (including so much of the shared amenities as are to be provided in Wing C2 as are ready and authorized for use), except the amenities on the Ground and first podium floor which are franchised to / operated by third parties, to the Society; the Promoters shall likewise on completion of construction of Wing C2, and on conveyance of the structure of Wing C2 in favour of the Society got registered in respect of Wing C2, hand over possession of the remaining shared amenities to the society / Societies got registered in respect of the two Wings jointly; further the Promoters shall on conveyance of the Larger Lands in the manner contemplated hereunder, hand over possession of the common areas in the Complex to such Apex Society as for the benefit of all Societies in the Complex generally,
- j. the Promoters have duly paid and shall continue to pay and discharge the undisputed Government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings whatever liable to be paid by them with respect to the Larger Lands (and the Project) to the Thane Municipal Corporation and other concerned authorities till the transfer of the structure in favour of the Society and / or Larger Lands in favour of the Apex Society, and
- k. the Promoters have not received any notice from the Government or from the Thane Municipal Corporation or under or by virtue of any legislative enactment, government ordinance or notification (including any notice for

acquisition or requisition of the said larger lands) other than as disclosed herein and in the Title Report.

14. **CONSENTS ON THE PART OF THE ALLOTTEE**

In pursuance of the provisions of the Scheme of development of the Project disclosed herein and as basis for the sale of the Apartment by the Promoters to him, the Allottee hereby agrees and grants his irrevocable consent to -

- a. the Promoters developing the other portions of the Larger Lands not comprised in the Project, using and utilising the potential of the Larger Lands (other than that comprised in the Project) on any basis whatsoever, by claiming and availing of all benefits and potential of the Larger Lands, in whatsoever manner becoming available (including that which may accrue hereafter), and selling apartments in the building(s) so constructed on such portions on 'ownership' basis and appropriating to themselves the entire sale proceeds thereof; the Allottee confirms that neither he nor the Society got registered in respect of the New Building forming the subject of the present phase of development shall object to or interfere with the same,
- b. the Promoters making alterations in apartments other than what is agreed to be sold to the Allottee herein, so as to permit non-residential use thereof as by clinics, consultation rooms, professional offices, recreation centres, guest-houses, or for other permitted user as may not be objected to by the local authority, and selling such apartments for such use, and
- c. the Promoters letting out on leave and licence or tenancy or lease basis any of the apartments in the New Building now under construction as part of the Project to persons of their choice, subject to payment of periodical rent/compensation, and if the Promoters so choose, then to get themselves or their nominees enrolled as members in respect of such apartments of the Co-operative Society, when registered.
- d. The Allottee agrees not to do or omit to do or cause to be done by any party known to him any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Building / Project or the Promoter or its representatives. In the event the Allottee does or omits to do any such act, deed or any such thing then the Promoter shall, without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement sending the Allottee Termination Notice.
- e. The Allottee has seen the representations made by the Promoter on the website of the Regulatory Authority as required by RERA read with RERA

Rules and shall keep himself updated with all the matters relating to the Project and/or Promoter Larger Land, as the case may be, which the Promoter will upload from time to time.

- f. The Allottee/s shall not take any objection, on the ground of nuisance, annoyance, and/ or claiming any rights, of easement, and/ or any rights in nature of an easement and/ or obstruction of light, air, ventilation, open space and/ or open area, and/ or on any other grounds, of any nature whatsoever and/ or shall not directly or indirectly do anything and/ or shall not ask for an injunction, and/ or prohibitory order and/ or calling the Municipal or any other authorities to issue stop work notice, and/ or withdraw and/ or suspend or cancel any orders passed and/ or approved Plans so as to prevent the Promoter, or any of their nominees or transferees, from developing and/ or to carry out construction, on the Larger Land.
- g. The Allottee confirms and acknowledges that the plans, layout plans, approvals etc. of the Project are not the subject matter of this Agreement and there shall be no right, entitlement, or interest of the Allottee in respect thereof, and are also not the subject matter of this Agreement. So far as the Allottee's right and scope of this Agreement is concerned, the same is limited to an agreement for allotment and sale of the said Premises strictly upon and subject to the terms, conditions and provisions herein. The Allottee/s shall also not have any claim, save and except, in respect of the said Premises hereby agreed to be allotted and sold.

15. The Allottee on taking possession of the said Apartment, with intention to bind all persons in whomsoever hand the said Apartment may come, covenants with the Promoters that -

- a. he will pay to the Promoters the instalments of price of the said Apartment and other amounts becoming due hereunder (including the amounts specified in **Annexure "2"** hereto, payable against possession of the said Apartment) on the respective due dates as provided herein, time being of the essence,
- b. he will take possession of the said Apartment within 15 (fifteen) days of the Promoters offering him possession thereof after executing appropriate documents recording and evidencing such possession, and pursuant to and to effectuate the provisions hereof, subject to the provisions of Clauses 4.7, 4.8 and 12.2 above,
- c. use and/ or permit to be used the said Apartment only as residence or for such other purpose as may be permitted by the concerned local

authority, and will not use or permit to be used the said Apartment for any other purpose, and in particular for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of neighbouring building/s/ apartments or for any illegal or immoral purposes,

- d. not do any act, or set up any right or claim, which would in any manner interfere with, obstruct, jeopardise or disrupt the rights of the Promoters to develop the Project in the manner herein disclosed and in terms of the applicable Regulations, or the exploitation of the benefits of portions other than the said Apartment, and to sell the various apartments therein to persons of the choice of the Promoters in such manner as they are entitled, and to receive and appropriate to themselves the entire proceeds thereof,
- e. not store in the said Apartment or anywhere in the said Building any goods of a hazardous, combustible or dangerous nature, or which is likely to damage the construction or structure of the said building, or the storage of which is objected to or not approved/licensed by the concerned local or other authority, or carry or cause to be carried heavy packages to the upper floors of the said building which may damage the lifts, entrances, staircase and common passages of the New Building,

(if any damage or loss is caused to the Promoters or to other occupants in the said building by breach of the provisions of sub-clauses (d) or (e) above, or on account of any negligence or default on his part, he alone will be liable for the consequences thereof),

- f. not throw or permit to be thrown any dirt, rubbish, rags, garbage or other refuse from the said Apartment into the common portions of Tower C and/or any portion of the Complex,
- g. not hang clothes, garments or any other item or any other item or thing from the balconies windows or terraces appurtenant to the Apartment (including on the outside walls, grills or windows thereof) or any other place or portion of the Property, save and except in the areas designated for the purpose,
- h. not encroach upon or make use of any portion of the said buildings not agreed to be acquired by him, including the portions outside the Apartment,
- i. not keep/store any article, drum, bucket, tank, shoe rack, cabinet or any other material, machinery in the passage or in the staircase landings of the New Building,

- j. in respect of any (one or more) split air-conditioners provided by him in the Apartment, he shall provide the external unit only at the site designated and authorized therefor, and not at any other location,
- k. not close or permit to be closed any flower-beds, verandahs or decks that may be provided in the Apartment or change the external elevation or colour scheme of the New building/said Apartment, nor of the common areas, including the lobby and the areas outside the main door of the Apartment,
- l. not fix/install grills to the windows or grills or safety doors to the main doors of the said Apartment or modify the common passages in any manner or use any combustible material to decorate, save and except after obtaining the prior written permission of the Promoters, which permission the Promoters may give without claiming any monies on account thereof, but subject only to the stipulation as to the same being of a specification of design prescribed by the Promoters in the interest of maintaining uniformity in the elevation and look of the various apartments in the New Building,
- m. not permit any part of the external walls or the terrace above the New Building to be used for putting up any hoarding or any neon signs on any basis whatsoever or to or permitted to be done which in any manner deface the look or external elevation of the New Building,
- n. by reason of acquiring an Apartment in the Project, not claim any right to park motor vehicles in any part of the common areas of the Property or the Mechanised Car Parking Towers to be provided therein or in any part of the said Complex; if he so desires, he will park his vehicle in any Car Parking Space in the Mechanised Car Parking Tower acquired from the Promoters on 'ownership' basis or on licence, and subject to payment of any charges due on account thereof until transfer of the New Building and/or the said Project to the Society or, as the case may be, the Apex Society,
- o. bring in and park only a car or other passenger vehicle held by him or any other occupant of the Apartment for personal use; he shall in using and availing of the facility provided in the Mechanised Car Parking Tower be subject to such terms and conditions as may be stipulated by the Promoters or (in due course) the Society and the Thane Municipal Corporation and other concerned authorities respecting its use; if any security deposit is payable to the Municipal Corporation or to any other authority to ensure the specified user of the said facility, he will pay the same in addition to the amount payable to the Promoters as price thereof,

- p. not by using and availing of the said Mechanised Car Parking Tower do anything which may in any manner void the warranty obtained in respect of the Mechanised Car Parking Tower or which may damage or affect the functioning of the said facility,
- q. not wash his car within the Mechanised Car Parking Tower, and only permit the car to be washed in a place designated for the purpose,
- r. pay to the Promoters within fifteen days of demand by the Promoters, his share of security deposit demanded by the concerned local authority or Government or any agency giving water, electricity or any other service connection to the New Building,
- s. restrict his claims only to the Apartment agreed to be acquired by him hereunder, and not claim any right to put up any construction on the Property or any part of the Larger Lands or to make any variations or alterations in the said Apartment, and also not claim any right to put up additional construction which may result in the reduction of further area of construction, if any, permissible on the Property or the Larger Lands, and the Promoters alone shall be entitled to avail of the benefit of all manner of constructions permissible on the Larger Lands whether available at present or which may become available hereafter till the same are transferred to the Apex Society in the manner provided and disclosed elsewhere in this Agreement; this shall include the benefit of the balance or additional construction available under the municipal bye-laws rules and regulations for the time being in force and/or by way of any special concession in or on account of any modification of the present bye-laws rules or regulations relating to sanction or calculation of F.S.I., compensation in lieu of area lost in road set-back, reservation, implementation of any scheme of the Government or its agencies, development and handing over of any amenity or facility or otherwise howsoever,
- t. not let out sub-let, grant on leave and License, sell, transfer or part with the Allottee's interest or benefit factor of this agreement or part with possession of the said Apartment until:
 - i. all dues payable by the Allottee to the Promoters under this agreement are fully paid-up,
 - ii. possession of the said Apartment has been handed over to the Allottee by the Promoters,

- iii. the Allottee has not been guilty of any breach or non-observance of any of the terms and conditions of this Agreement; and
- iv. he has obtained the prior written permission from the Promoters, and after handover to the Society, the said Society,
- u. at his own costs carry out all internal repairs and maintain the Apartment in good and tenantable repair and condition from the date of his taking possession of the same and not do or suffer to be done anything in or to the New Building or the Apartment or in the staircase or passages thereof which may be against the rules, regulations or bye-laws of the concerned local or any other authority, or alter or make any addition in or to the New Building or the Apartment,
- v. not slaughter any animals in the precincts of the Complex,
- w. not do or permit to be done any act or thing which may render void or voidable any insurance of the New Building in which the said Apartment is situate or any part thereof or whereby any increased premium may become payable in respect of such insurance,
- x. not demolish or cause to be demolished the Apartment or any part thereof, not close or permit to be closed the veranda/s or balconies of the said Apartment or make or cause to be made any addition or alteration of whatsoever nature to or in the Apartment or any part thereof or effect any alteration in the elevation or colour scheme of the New Building, and will keep the sewers, drains, pipes, etc. in the New Building/Apartment in good and tenantable repair and condition and in particular so as to support shelter and protect the other parts of the building and not chisel or in any other manner damage the columns, beams, walls, slabs, RCC parties or other structural members in the building without the prior written permission of the Promoters or of the Society,
- y. bear and pay a proper proportion of the dues, duties, impositions, outgoings and other burdens of any nature and kind whatsoever at any time hereafter imposed upon the Property and/or the New Building and/or upon the Promoters or Allottees of apartments therein by any authority including the Municipal Corporation, revenue authorities, etc.,
- z. along with acquirers of other apartments in the New Building pay to the local authority, State Government or any other authority any betterment charge, development tax, fire tax or any other tax or levy payable in respect of the whole of the said property, sharing the same amongst themselves in

proportion to the carpet areas of the different apartments in the New Building,

- aa. within one month of demand by the Promoters rectify any defect or want of repairs pointed out to him by the Promoters in the said Apartment/ New Building,
- bb. carry out along with the acquirers of other apartments in the New Building at their joint costs, without holding the Promoters liable or responsible for the same, all repairs, additions and alterations in or to the said building and the said Apartment as may be required to be carried out by the Government, local or any other authority after issue of Occupation/ Completion Certificate for the same,
- cc. allow the Promoters and their agents/servants to enter upon the said Apartment and carry out repairs therein for maintaining, rebuilding and keeping in good order and condition all sewers, drains, pipes, cables, water pipes, gutters, electric wires, etc. in the said building and for other similar purposes, and also for cutting off water/electric supply to any apartments in the said building the occupant whereof may have committed breaches of the terms of the agreement executed by him with the Promoters, or the by-laws and regulations of the Society,
- dd. submit letters to and abide by such conditions as may be stipulated concerning or regulating the fit-outs to be carried out in the said Apartment and not commit any breach of the terms thereof,
- ee. not carry out any additions alterations or renovation to the said Apartment at any time after taking possession except after obtaining prior permission of the Promoters or the Society, as the case may be, and only after complying with such conditions as the Promoters / Society may stipulate in this behalf, including for the said purpose by keeping deposited such sum as may be stipulated to secure the due observance and performance of the terms thereof and to abide by and carry out such works only in the manner and without committing any breach of the terms on which such works have been permitted to be carried out,
- ff. wherever stipulated by the Promoters / Society as a term of the fit-out, carry out the water proofing works in the said Apartment only through a common Contractor as may be designated by the Promoters / Society for the purpose and in compliance with the stipulation as may be imposed by such Contractor,

- gg. not carry out any work in the said Apartment which may in any manner cause any damage to any of the other apartments above below or adjacent to the said apartments; if on account of any works so carried out by the Allottee any loss or damage is caused to any of the neighbouring apartments on the same floor or to apartments above or below the said Apartment, the Allottee shall at his own costs be liable to make good such loss or damage, and keep the Promoters and the Society indemnified of from and against any loss damage or consequences of such work carried out by the Allottee,
- hh. not permit to be kept or brought into the said Apartment any pet other than a pet dog; further, the Allottee himself shall be personally liable for the proper safe and acceptable conduct of such pet; in particular, the Allottee shall ensure that such pet does not become a nuisance to the other occupants in the New Building; further also, that such pet is always maintained on a leash when moving in any part of the said property other than in the said Apartment; further also that the pet does not defecate or urinate in any part of the common portions of the Property; if the pet so defecates, the Allottee shall be personally liable to ensure that the same is forth with removed and cleared up and cleaned and disinfected; the Allottee further covenants that in the event of default or failure, for every instance of such dog poop remaining un-removed, un-cleared and un-cleaned, the Allottee shall be liable to pay a sum of Rs.500/- (Rupees five hundred only) for every occasion when such dog poop has to be removed and the liability to make such payment shall be at par with other payment obligations of the Allottee as provided in these presents and all remedies available to enforce such payment shall extend to recovery of such sum also; the Allottee shall further be bound and liable to abide by any decision that the Promoter (until formation of the Society) and after formation of the Society, the Society may take about not permitting the dog to be brought in or walked on designated portions of the said property or permitting the pet dog to be taken through lifts installed in the building; the Allottee shall also be liable to ensure that any such pet dog as he brings in or permits to be in the said Apartment is properly innoculated, and further that it is not exposed to or becomes a carrier of any disease, and
- ii. observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereto that may be made from time to time for protection and maintenance of the New Building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies; he shall also abide by conditions laid by the Society regarding

occupancy and use of the Apartment in the New Building, and further shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

The representations and warranties stated in this clause are of a continuing nature and the Allottee shall be obliged to maintain and perform such representation and warranties. Further after the Allottee (and other acquirers of Apartments from the Promoters) has (have) taken possession of the various apartments in the New Building, and after hand over of the maintenance and management of the Property to the Society formed in respect of the New Building in the manner provided herein, the Allottee (and other acquirers of apartments from the Promoters) shall hold occupy and enjoy the Apartment as such member as per the bye-laws and regulations on the Society, and subject to the same rights and obligations as other members of the Society.

16. Nothing contained in this agreement is intended to be nor shall be construed to be a grant, demise or assignment in law of the said Apartment or of any portion of the Larger Lands or the New Building now under construction thereon. Such conferment insofar as the New Building (excluding the upto the Podium [i.e. excluding the basement(s), ground floor and podium on the first floor (and the premises therein) (including above the Car Parking Towers and also excluding the common/ shared common areas and amenities provided on the said floors] which are common and shared as between the New Building and the yet-to-be-constructed Wing C2) is concerned shall take place on transfer and conveyance of the structure of the New Building (as herein provided) in favour of the Society got registered in respect thereof, and in respect of shared rights with Wing C2 shall take place on completion of Wing C2 and completion of conveyance of both Wings C1 and C2. Insofar as the conferment of rights to the Larger Lands is concerned, the same shall take place only on the transfer of the Larger Lands to the Apex Society in the manner contemplated and disclosed herein, by a regular Conveyance. The Allottee shall until transfer as aforesaid have no claim save and except to the said Apartment hereby agreed to be acquired by him, and all open spaces, parking spaces, lobbies, staircase, terraces, etc. and the portions of the Larger Lands not forming part of the New Building shall remain the property of the Promoters until the New Building and the Larger Lands are transferred in the manner hereinbefore mentioned.

17. **PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE**

17.1 The Promoters have informed the Allottee that they have obtained from Bajaj Housing Finance Ltd. (BHFL) a finance facility to part finance the

construction activities of the Project on the security of the Project Land and the premises being constructed on the New Building. The Promoters shall simultaneously with the execution of the Agreement herein obtain from the said BHFL a letter releasing their charge to and in favour of the Promoters forming the subject matter of these presents subject to the specific covenant on the part of the Allottee that the Allottee shall make all payments of the consideration amount payable hereunder to the Bank Account of the Promoters designated by BHFL in this behalf.

17.2 After the Promoters execute this Agreement, they shall not thereafter mortgage or create a charge on the said Apartment, and if any such mortgage or charge is made or created, then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take the said Apartment.

18. **LOAN AND MORTGAGE BY THE ALLOTTEE**

18.1 The Allottee shall be entitled to avail loan from a bank/ financial institution and to mortgage the said Apartment by way of security for repayment of the said loan to such bank/financial institution, with the prior written consent of the Promoters. The Promoters shall permit and issue its no objection letter to the Allottee, in the format as may be finalized by the Promoters, to enable him at his sole risk, cost and expenses to obtain loans from the bank and /or Financial Institution by mortgaging the said Apartment. The Promoters shall however be entitled to refuse permission to the Allottee for availing any such loan and for creation of any such mortgage/ charge, in the event the Allottee has / have defaulted in making payment of the Total Consideration and/or other amounts payable by the Allottee under this Agreement.

18.2 All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the said Apartment, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the said Apartment, shall be solely and exclusively borne and incurred by the Allottee. The Promoters shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage. Notwithstanding any of the provisions hereof, the Allottee hereby agrees that the Promoters shall have first lien/charge until all the

amounts including the Total Consideration, taxes and other charges and amounts payable in respect of the said Apartment have not been paid and the Allottee has no objection and hereby waives his right to raise any objection in that regard.

- 18.3 The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoters in any manner and shall be subject to and shall ratify the right and entitlement of the Promoters to receive the Total Consideration and other balance amounts payable by the Allottee under this Agreement.
- 18.4 The Allottee hereby indemnifies and shall keep indemnified the Promoters from and against all claims, costs, charges, expenses damages and losses which the Promoters may suffer due to any action that may be initiated by the Bank/ Financial Institution on account of such loan or for recovery of loan on account of any breach by the Allottee of the terms and conditions governing the said loan. Notwithstanding any of the provisions hereof, the Allottee hereby agrees that the Promoters shall have first lien/charge on the said Apartment towards all the claims, cost, charges, expenses, losses incurred by the Promoters and the Allottee undertakes to reimburse the same to the Promoters without any delay or demur or default. The Allottee hereby further indemnifies and shall keep indemnify the Promoters, its partners, agents, executive and officers of and against any action, damages or loss due to breach of any terms and condition and/or the covenants given by the Allottee under this Agreement for which the Allottee shall be solely liable and responsible.

19. **FACILITY MANAGEMENT**

The Promoters have informed the Allottee that the Promoters would, with a view to secure that until the Society got registered in respect of Wing C1, i.e. the New Building, by the acquirers of apartments therein are able to take full and complete charge of the administration of the New Building, and with a view to secure that on account of dissensions amongst the purchasers of apartments, the maintenance servicing and working of the various amenities and facilities provided in the New Building do not suffer, the Promoters reserve the right to tie up with a professional Facility Management Agency for provision of cleaning of the common portions of the building, lift and staircase, collection and disposal of garbage from individual apartments, the working of water supply arrangements, the provision of proper security arrangements, the working of equipments which may be provided for securing safety of the occupants of the New Building, provided in the Complex, the maintenance of common portions in the Complex, the operation of the amenities provided in the New Building and attending to the general maintenance of the New

Building. As a term of the Agreement herein, with a view to achieve the aforesaid, the Promoters have stipulated that they would be entrusting the aforesaid facilities, in the first instance, to a Facility Management Agency and the acquirers of apartments would be liable, as part of their obligations, to contribute the proportionate share of the amounts payable by them, including the fees and charges payable by them to the Facility Management Agency. The Allottee has acquainted himself with the said stipulation and the consequences thereof, including the resulting financial implications therefrom. The Allottee confirms that he shall abide by and give effect to the said stipulation and not raise any grievance about the same.

20. MISCELLANEOUS

20.1 The Allottee undertakes that in the event the Allottee is a Non-resident Indian / Person of Indian Origin / Foreign National / Foreign Company (as may be applicable) at the time of execution of this Agreement and / or anytime thereafter, or if at any time there is change in applicable laws governing sale / purchase of immovable property by Resident / Non-resident Indian Citizens, then the Allottee shall solely be responsible to intimate the same in writing to the Promoters immediately and comply with the applicable laws, including but not limited to the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act 1934 and the Rules made thereunder or any statutory amendment(s) / modification(s) thereto, and all other applicable laws, including that of remittance of payment, acquisition/sale/transfer of immovable properties in India, etc. and provide the Promoters with such permissions, approvals as would enable the Promoters to fulfil the Promoters obligations under this Agreement. Any refund, transfer of security, if at all, that may be payable by the Promoters to the Allottee as per the terms of this Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactment or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. It shall be the Allottee's obligation to comply with the applicable guidelines issued by the Reserve Bank of India, and the Allottee alone shall be liable for any action under the Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and Rules made thereunder or any other applicable laws as amended from time to time. The Promoters shall not be liable in any manner whatsoever in this regard. The Allottee shall keep the Promoters, its partners, executives, agents and officers fully indemnified and harmless in this regard. The Promoters shall also not be responsible towards any third party making payment/remittances on behalf of the Allottee and such third

party shall not have any right in the said Apartment in any way and the Promoters shall issue the payment receipts in favour of the Allottee only.

- 20.2 The name of the New Building now under construction on the Property and forming the Project shall be **IRIS-1**. The Society to be got registered in respect of the New Building shall bear the said name, and the Allottee herein or the other apartments-purchasers in the New Building shall not change the same.
- 20.3 The Promoters will have a right to install or have installed their logo in/upon one or more places in the New Building together with a statement about the same having been developed by them, and the Promoters reserve to themselves (and the Allottee covenants that he and the other acquirers of Apartments from the Promoters shall at all times facilitate and not obstruct) full, free and complete right of way and means of access to such place/s at all times for the purpose of repairing, painting, altering or changing the logo at their own costs and the Allottee or the Society shall not change, remove or disturb the logo so installed at any time under any circumstance whatsoever.
- 20.4 The Allottee is aware that the sample / show flat, if any, constructed by the Promoters and all furniture, items, electronic goods, amenities etc. provided therein are only for the purposes of showcasing the Apartments in the New Building generally, and the Promoters shall not be liable, required and/ or obligated to provide any furniture, items, electric goods, amenities etc. as displayed in the said sample/ show flat, other than as expressly agreed by the Promoters under this Agreement.
- 20.5 Till the Promoters have handed over the management and maintenance of the Property and the New Building to the Society, the Promoters and its servants and agents, with or without workmen and others, shall at all reasonable times, be entitled to enter into and upon the Property and the New Building or any part thereof.
- 20.6 All undertakings, declarations, indemnity bond(s), deed and writing/s given/ executed and/or may be executed by the Promoters in favour of the Thane Municipal Corporation and concerned bodies/ authorities in respect of the Property and its development shall be binding upon the Allottee and the Society.
- 20.7 After possession of the Apartment is handed over to the Allottee, the Allottee shall not be permitted to carry out any additions or alterations in the Apartment or the New Building and/or enclose or encroach upon any

common areas of the New Building in the nature of common passages or landing or mid landing area, and the Promoters shall not be responsible, if additions and alterations or encroachments are done in the Apartment or the New Building by the Allottee or occupier, in violation of the building regulations. The Allottee agrees to indemnify and keep the Promoters and all persons claiming by through or under them indemnified against all losses, claim, demands, actions, duties, penalties, prosecutions, actions, suits, proceedings, damages, costs, liabilities, expenses or payments of any nature whatsoever arising against the Promoters or the persons aforesaid in any way as a consequence of any additions and alterations or encroachments done in the Apartment or the New Building by the Allottee or occupier in violation of the building regulations.

20.8 For any amount remaining unpaid by the Allottee under this Agreement, the Promoters shall have first lien and charge on the Apartment agreed to be allotted to the Allottee.

20.9 This Agreement along with its schedules and annexures constitutes and records the entire Agreement and understanding between the Promoters and the Allottee with respect to the subject matter hereof and supersedes, cancels and merges all representations, understandings, any other agreements, allotment letter, correspondence, arrangements (oral or written), if any, between the Allottee and the Promoters with respect to the Apartment prior to the date of execution of this Agreement. The Promoters shall not be bound by any such prior agreement, negotiations, commitments, writings, discussions, representations, warranties and or compliance thereof other than expressly agreed by the Promoters under this Agreement. Accordingly, the Allottee shall not set up any right or claim on the basis of any brochures or other promotional material that they may have been circulated or that may hereafter circulated in respect of the New Building and the development proposed therein. The Parties further confirm that there is no other collateral agreement or arrangement between the Parties.

21. **BINDING EFFECT**

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

Sub-Registrar for its registration as and when intimated by the Promoters, then the application of the Allottee shall stand cancelled without any further act of parties, and all sums deposited by the Allottee in connection therewith, including the booking amount shall be forfeited to the Promoters, and the Allottee shall then cease to have any right or interest to or in the said Apartment or against the Promoters.

22. **ENTIRE AGREEMENT**

The Parties record that the Agreement herein with its schedules and annexure constitutes and records the entire Agreement between the Parties with respect to the subject matter hereof, and all understandings, agreements, allotment letter, correspondence, arrangements, whether written or oral, if any between the Parties with regard to the said Apartment are superseded and/or merged in these presents. The Parties further confirm that there is no other collateral agreement or arrangement between the Parties. Accordingly, the Allottee shall not set up any right or claim on the basis of any brochures or other promotional material that they may have been circulated or that may hereafter circulated in respect of the said Wing C1 of Tower C and the development proposed therein, it being agreed between the Parties that the full and complete agreement between the Parties is as recorded in these presents, and all previous representations shall be deemed to be superseded and/or merged in what is recorded by these presents.

23. **WAIVER**

Any delay or indulgence shown by the Promoters in enforcing the terms hereof, or any forbearance or giving of time by the Promoters to the Allottee shall not be construed as waiver on the part of the Promoters of any breach or non-compliance with any of the terms or conditions hereof by the Allottee, nor shall the same in any manner prejudice the Promoters' rights in law or hereunder.

24. **NOTICE**

24.1 All notices to be served on the Allottee and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or to the Promoters by Registered Post A.D. and notified Email ID/ Under Certificate of Posting at their respective addresses specified below, viz.

In the case of the Promoters:

Kashish Park Realtors,
Kashish Park, FGP Limited Complex,
LBS Marg, Mulund Check Naka,
Thane (West) 400 604

Email ID: _____

In the case of the Allottee(s):

Email ID: _____

24.2 It shall be the duty of the Allottee and the Promoters to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post, failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoters or the Allottee(s), as the case may be.

24.3 A notice shall be deemed to have been served (a) if personally delivered at the time of delivery and (b) if sent by Courier, Registered Post A.D. or by E-mail, at the time of delivery thereof to the person receiving the same.

25. **RIGHT TO AMEND**

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

26. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEES / SUBSEQUENT ALLOTTEES**

It is clearly understood and so agreed by and between the Parties that all provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable and enforceable against any subsequent Allottee of the Apartment in case of any transfer, and the obligations binding the Allottee shall bind such transferee to the same extent as it binds the Allottee.

27. **SEVERABILITY**

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

28. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVERREFERRED TO IN THE AGREEMENT**

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

that the Allottee has to make any payment in common with other Allottee(s) in Wing C1 and Wing C2, the same shall be in proportion of the carpet area of the said Apartment to the total carpet area of all apartments in Wing C1 and Wing C2 (after its construction and completion). Further also wherever any payment has to be made in common with allottees of apartments in the Complex generally, the same shall be in proportion of the carpet area of the said Apartment to the total carpet area of all apartments for the time being and on its completion of all buildings in the Complex.

29. **FURTHER ASSURANCES**

The Parties agree that they shall execute acknowledge and deliver to each other such instruments and take such other actions in addition 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.

30. **PLACE OF EXECUTION**

The execution of this Agreement shall be completed only upon its execution by the Promoters through their respective Authorised Signatories at the Promoters' office at Thane. After the Agreement is duly executed by the Allottee and the Promoters or simultaneously with the execution of this Agreement, this Agreement shall be registered at the office of the concerned Sub-Registrar of Assurances, Thane.

31. This Agreement shall always be subject to the provisions of the said Act, the said Rules and the said Regulations or any statutory requirement or modification thereof.

32. **GOVERNING LAW**

This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with laws of India as applicable in Thane, and the Court of law in Thane will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

33. **DISPUTE RESOLUTION**

Any dispute between the Parties shall, so far as may be, be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred for resolution to the Conciliation Forum in terms as provided under the RERA Act and the Regulations made thereunder.

34. **STAMP DUTY AND REGISTRATION**

All stamp duty and registration charges payable on these presents and on other documents to be executed pursuant hereto shall be borne and paid by the Allottee exclusively, and the Promoters shall not be liable to bear or pay any part of the same.

IN WITNESS WHEREOF the Parties have set and subscribed their respective signatures hereto at Thane the day and year first hereinabove written.

Housiey.com

THE FIRST SCHEDULE ABOVE REFERRED TO:

(being a description of the Larger Lands in which the Complex **KASHISH PARK** is being laid out and of which Tower C (in which Wing C1 is comprised) forms a part and in which the Apartment forming the subject matter of this Agreement is comprised)

ALL THAT the lands bearing City Survey Nos.2 to 21, 37, 38, 39 and 40 (part), all of Village Naupada, Taluka and District Thane admeasuring 58,267.79 sq.mtrs. situate in the Registration District and Sub-District of Thane, and bounded as follows:

- On or towards the North: partly by LBS Marg and partly by property belonging to Bombay Company Pvt. Ltd/.
- On or towards the East : partly by property bearing Survey No.75,
- On or towards the South: by property belonging to Thane Mental Hospital, and
- On or towards the West: by property belonging to Modella Woollen Mills

(of which an area of approx. 11069.45 sq.mtrs. has been surrendered and / or handed over to the Thane Municipal Corporation and area of 255.38 sqmtrs is yet to be transferred).

THE SECOND SCHEDULE ABOVE REFERRED TO:

(being a description of the Apartment forming the subject matter of these presents)

ALL THAT the Apartment No. _____ on the _____ Floor of **Kashish Park Tower C1 (known as IRIS-1), Wing C1 of TOWER C**, forming part of the Complex **KASHISH PARK** admeasuring _____ sq.mtrs. or thereabouts carpet area now under construction on the lands more particularly described in the **First Schedule** hereinabove written together with exclusive right to use ____ No(s). of Car Parking Spaces in Stack at the basement/ Mechanised Car Parking Tower No.____ with access thereto from the Basement / Ground Floor of Tower C.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(being a description of the amenities, fixtures and fittings to be provided by the Promoters in Wing C1 and in the said Apartment)

Apartment :

1. Premium vitrified tiles in the entrance foyer/ living/ dining/ passage and bedrooms of Asian / Kajaria brand or equivalent.
2. Gypsum plaster walls with premium quality paint
3. Aluminum Windows/UPVC windows
4. Enamel painted door(s) for all rooms
5. False ceiling – only Pelmet
6. French windows in living room

Kitchen:

1. Premium vitrified tile flooring of Asian / Kajaria brand or equivalent.
2. Gypsum plaster for walls with premium quality paint
3. Premium tile dado of Asian / Kajaria brand or equivalent.
4. Granite/ premium quality manufactured slab platform with stainless steel sink of Nirali or equivalent brand
5. Exhaust fan of Crompton or equivalent brand
6. Provision for gas pipeline

Balcony (if applicable) :

1. Premium tiles flooring of Asian / Kajaria brand or equivalent.
2. MS Railing

Electrical Fittings :

1. Premium branded modular switches / fixtures of Anchor/Gold medal or equivalent.
2. Concealed wiring of Polycab or equivalent brand
3. Cable TV point in living and bedrooms
4. Telephone point in living room and master bedroom
5. AC provision in bedrooms and living room

Security :

1. Premium branded main entrance rim locks with night latch of Godrej or equivalent brand , Tower bolt, peep hole and safety chain
2. Intercom system connected between entrance lobby and apartments
3. Fire fighting and alarm system.
4. CCTV cameras at ground level is at the periphery of the complex, entrance lobbies and parking lot.

Bathroom(s) :

1. Antiskid premium tile flooring of Asian / Kajaria brand or equivalent.
2. Premium tile dado of Asian / Kajaria brand or equivalent.
3. Premium quality sanitaryware of Jaquar or equivalent brand
4. Premium quality CP fittings and fixtures Jaquar or equivalent brand
5. Concealed plumbing
6. Geyser in master bathroom Crompton or equivalent brand
7. Exhaust fan in all bathrooms Crompton or equivalent brand

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(being a description of the common areas and limited common areas which would be transferred on its completion along with the transfer of the property in the manner provided in Clause ---- of the Agreement)

Common areas and facilities:

1. Common internal access road of the layout
2. Recreational grounds as a part of the larger layout.
3. The ramp/s leading to basement(s)/ podium(s) common to both wings of Tower C.
4. Access to the stilt(s)
5. Staircases leading to the basement(s)/ podium(s) common to both wings of Tower C.
6. Aesthetically designed entrance foyer
7. High speed Lifts including fire lifts and machines rooms (OTIS/ Schindler or equivalent brands)
8. Meter rooms
9. Open terrace above the top floor of the building after laying solar panels on a portion of the same.
10. Amenity / Recreational floor(s)
11. DG power back up for common areas
12. Solar WH/PV

Limited common areas:

The mid- landing and the landing on the floor of the building in which the said apartment is located as a means of access to the said flat/ apartment but not for purposes of storage or a recreation area or for residence.

SIGNED and **DELIVERED** by the _____) for **KASHISH PARK REALTORS**
 within named **PROMOTERS**)
KASHISH PARK REALTORS)
 by the hand of its partner)
 Mr. _____)
 in the presence of: _____) Partner

SIGNED and **DELIVERED** by the _____)
 within named **ALLOTTEE** _____)
 _____)
 _____)
 _____)
 in the presence of: _____)

RECEIVED of and from the Allottee abovenamed the sum of Rs. _____
 (Rupees _____ only) being
 the amount expressed within to have been by Allottee to us at or before the
 execution hereof.

Rs. _____/-

WE SAY RECEIVED,
 for **KASHISH PARK REALTORS,**

Partner

Witnesses:

List of Annexures

Annexure "1"	Layout of the Larger Lands showing the construction laid out and to be laid out – including the portions surrendered and handed over to TMC
Annexure "2"	Statement containing all particulars of the Transaction
Annexure "3"	Typical Floor Plan showing the Apartment
Annexure "3-A"	Plan showing the Mechanised Car Parking Tower where the Car Parking Space is located
Annexure "4"	MahaRERA Registration Certificate
Annexure "5-A"	Vikas Parvangi
Annexure "5-B"	Commencement Certificate
Annexure "6"	Title Certificate
Annexure "7"	Property Card