

AGREEMENT FOR SALE

This **AGREEMENT FOR SALE** is made at Thane this ____ day of _____ in the year 202_____.

BETWEEN

M/S. ANANT SQUARE DEVELOPERS, PAN-ABZFA2825M, a partnership firm, duly registered under the provisions of Indian Partnership Act, 1932, having its registered office at 309-312, Centrum IT Park, Opp Railadevi Talao, Wagle Estate, Thane(W), represented by its partner 1) Mr. Sachin Mirani/Mr. Dhaval Savla and 2) Mr. Manish Dedhia / Mr. Gaurav Dedhia hereinafter referred to as the **“PROMOTER”** (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include partnership firm, its partners and their successors in interest, legal heirs, executors, administrators and assigns and nominees of partners and permitted assigns etc.) **OF THE ONE PART; AND**

Mr./Ms./Mrs. _____

Official e-mail ID _____

R/o _____

PAN _____

JOINTLY WITH*

Mr./Ms./Mrs. _____

Official e-mail ID _____

R/o _____

PAN _____

(FOR FIRMS)

M/s. _____ a partnership/ proprietorship firm duly registered and having its office at _____

_____ through its Authorised Signatory Partner/ Sole

Proprietor Mr./ Ms./ Mrs. _____

_____, Official e-mail ID of the Firm

_____ Address

_____ having Income tax PAN

Hereinafter jointly and severally referred to as the "**PURCHASER(S)**" (which expression unless excluded by or repugnant to the context or meaning thereof, shall mean and include his/her/its heirs, executors, administrators, successors and legal representatives) **OF THE OTHER PART.**

The Promoters and the Purchasers are hereinafter collectively referred to as the "**Party**" and individually as the "**Party**".

WHEREAS:

A. DESCRIPTION OF THE SAID PROPERTY:

The Debonair Co-operative Housing Society Limited ("Said Society") is the sole and exclusive owner of and/or otherwise well and sufficiently entitled to all the pieces and parcels of Final Plot no. 365/B admeasuring 5886 square meters out of Town Planning Scheme No. 1, (corresponding old Survey No. 236 Hissa no. 2 and Survey no. 226) (**Said Plot**) along with the Five Buildings having total Seven Wings i.e. Building or Wing A, Building or Wing B, Building or Wing C-1, Building or Wing C-2, Building or Wing D-1, Building or Wing D-2 and Building or Wing E standing thereon each comprising of Ground + 3 upper floors in all having 96 tenements occupied by 86 members (**Said Old Buildings**) lying, being and situate at Village Panchpakhadi, Taluka and District Thane, registration District and Sub-District Thane and within the limits of Thane Municipal Corporation. The Said Plot along with the Said Old Buildings are hereinafter collectively referred to as the "**SAID PROPERTY**" and more particularly described in the **First Schedule** hereunder written. The 7/12 extract/Property card of the said Property is annexed herewith and marked as **Annexure A** and the boundaries of the said Property are shown with Red Colour boundary line on the **Sketch** annexed hereto marked **Annexure B**

B. Brief History of the Said Property:

- i) The land bearing old Survey No. 236 Hissa no. 2 and Survey no. 226 admeasuring in aggregate 12048.5 square meters ("Said Larger Land") was originally owned by Mr. Gerard Joseph Almeida represented by his natural guardian Smt. Teresa James Almeida.

- ii) Mr. Gerard Joseph Almeida represented by his natural guardian Smt. Teresa James Almeida agreed to sell the Said Plot in favour of M/s. L & N. Associates (“L & N Associates”) by executing Agreement dated July 4, 1975 (“Almeida Agreement”).
- iii) Mr. Gerard Joseph Almeida attained the age of majority on March 3, 1976 and by a Letter of Confirmation dated September 7, 1976 confirmed the Almeida Agreement.
- iv) M/s. L & N Associates decided to develop the Said Plot and obtained sanctions and permissions of layout and building plan from the Thane Municipal Council for construction and development of residential project.
- v) By commencement Certificate dated March 24, 1976 bearing no. Commencement Certificate no. 288 the Thane Municipal Council (Planning Authority) granted permission to construct five buildings on the Said Plot as per the approved plans and permissions.
- vi) The construction and development of the Said Buildings were completed and accordingly the Thane Municipal Corporation has granted Occupancy certificate for the Said Buildings in following manner:
 - a) Occupation Certificate V.P.no. 272 dated June 22, 1981 for Building nos. A, B and C each comprising of Ground + 3 Upper Floors.
 - b) Occupation Certificate V.P. 272 dated July 29, 1981 for Building no. D comprising of Ground + 3 upper floors.
 - c) Occupation Certificate V.P. 272 dated July 29, 1981 for Building E comprising of Ground + 3 upper floors.
- vii) In the meanwhile, the L & N Associates agreed to sell and allot the flats constructed on the Said Plot in favour of intending buyers by executing Agreements in accordance with the provisions of Maharashtra Ownership of Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963(MOFA).
- viii) The buyers/Allottees of the Said Buildings have formed and registered a Co-operative Society namely “**DEBONAIR CO-OPERATIVE HOUSING SOCIETY LTD**” (Said Society) under Maharashtra Co-operative Societies Act, 1960, having

Registration No. T.N.A/(T.N.A)/HSG/(T.C)/ 1707/1986-87 dated December 30, 1986. The 96 tenements are owned and occupied by 86 members of the Said Society and its members are entitled to all benefits arising out of the said 96 tenements. The Copy of Society registration certificate is attached herewith and marked as **Annexure C;**

- ix) The Said Society made an application dated June 28, 2013 to the District Deputy Registrar of Co-operative Housing Society for execution of Deemed Conveyance of the Said Plot in favour of the Said Society. Accordingly, the District Deputy Registrar of Co-operative Societies issued an Order Cum Certificate bearing No. JUN/THANE/MOFA/ Section 11 (3)/382/Year 2014, dated May 26, 2014 certifying that the Said Society is entitled to Unilateral Conveyance of the Said Property by executing unilateral Conveyance Deed (Deemed Conveyance).
- x) By Conveyance Deed (Deemed/Unilateral) dated December 26, 2017, the Original Owner of the Said Property Mr. Gerard Joseph Almeida and M/s. L & N Associates represented by Mr. S. M Patil, the District Deputy Registrar of Co-operative Societies, Thane unilaterally conveyed the Said Property in favour of the Said Society, which is duly registered with the Sub-Registrar of Assurances, Thane at Serial No. TNN-2/1492/2018.
- xi) Names of two landowners i.e. Mr. James Thomas Lewis Almeida and Mr. Oswald Joseph Lewis Almeida were not included in the aforesaid Conveyance Deed (Deemed/Unilateral). By Rectification Deed dated November 29, 2018 duly registered with the office of Sub-Registrar of Assurances, Thane at No. TNN-1/17279/2018, the Conveyance Deed (Deemed/ Unilateral) dated December 26, 2017 stood rectified and Mr. James Thomas Lewis Almeida and Mr. Oswald Joseph Lewis Almeida were added as Vendors.
- xii) The Society at its Special General Body Meeting held on May 01, 2022 held in the presence of the representative of the Competent Authority appointed by the Deputy Registrar, Cooperative Societies passed a resolution appointing M/s. Anant Square Developers for undertaking redevelopment of the said Property on the terms and conditions recorded in the initial bid which was amended time to time. The Copy of resolution is attached herewith and marked as **Annexure D;**

- xiii) The Deputy Registrar of the Co-operative Societies by its order dated May 02, 2022 bearing no. Upani/Thane City/B-2/Debonair CHS /79 /(2)A /Punarvikas /ParvangiAdesh /484/2022 approved the appointment of M/s. Anant Square Developers (the Promoter herein) as Developer of the Said Property and granted permission to develop Said Property.
- xiv) The Said Society granted development rights of the Said Property by executing a Re-Development Agreement dated June 23, 2023 (hereinafter referred to as the “Re-Development Agreement”) in favour of the Promoter, which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-2/15197/2023 and further executed Power of Attorney in favour of Promoter on even date, which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-2/15198/2023. The Copies of Index II of the Re-Development Agreement and Power of Attorney are attached herewith and marked as **Annexure E & F** respectively.

C. DEVELOPMENT RIGHTS OF DEVELOPERS:

The Promoters are absolutely seized and possessed of and otherwise well and sufficiently entitled to develop the Said Property. The Promoters are well and sufficiently entitled to sell and transfer on ownership basis, various flats, apartments, tenements, units, premises in the project and structures to be constructed by the Promoters at their own cost on the Said Property, for such consideration and on such other terms, conditions, covenants, stipulations and provisions as may be decided and deemed fit by the Promoters, and for this purpose to sign and execute the necessary agreements, deeds, documents and writings with the Allottee(s)/Purchaser(s) of the same.

D. PROJECT:

Pursuant to the right and authority obtained by Promoters under relevant Agreements, Promoters are desirous of and entitled to redevelop the Said Property comprising of Two Buildings, Building-1 having Stilt+ 1st to 4th levels of Podium Parking + 5th level Podium Stilt + 29 Upper Floors consisting of residential premises and 30th recreational floor and Building - 2 having Stilt+ 1st to 4th levels of Podium Parking + 5th level Podium Stilt + 29 Upper Floors consisting of residential premises and 30th recreational floor together with provision of parking spaces and other

necessary amenities and services etc. to be known as “**Debonair Classic**” and referred to as the “**PROJECT**”. The proposed two buildings to be constructed on the Said Property are hereinafter collectively referred to as the “**Said Buildings**”. The List of amenities i.e. external amenities of the entire Project is more particularly described in the **Third Schedule** written hereunder; The list internal amenities to be provided to each of the premises are more particularly mentioned in the list of internal amenities attached herewith and marked as **Annexure G**; The Promoters have been developing the said Project for the purpose of selling, leasing or otherwise transferring the same to the prospective Purchaser(s) and other transferee(s), and also entitled to sign and execute necessary agreements, deeds, documents and writings with the Purchaser(s) /transferees of the residential Premises in the Project.

E. APPROVALS AND PERMISSIONS:

- a) TMC has granted LOI under proposal code TMCB-23-90591 dated 28th Dec 2023 in the respect of Said Property. The Copy of LOI and building plan is annexed hereto as **Annexure H**.
- b) TMC has granted **Commencement Certificate** under Proposal Code- TMCB-23-90591 bearing Building permit no. 1458027, dated September 27, 2024. TMC has presently sanctioned Building no. 1 consisting of Stilt floor + 1st to 4th levels of Podium parking floors + 5th level Podium Stilt + 12 upper floors consisting of residential premises and Building no. 2 consisting of Stilt floor+ 1st to 4th levels of Podium Parking floors + 5th level Podium Stilt + 29 upper floors consisting of residential premises. The Copy of Commencement Certificate and building plan is annexed hereto as **Annexure I**.
- c) The Promoters have proposed to obtain revised commencement certificate for construction of additional floors whereby ultimately the Building-1 shall consist of Stilt+ 1st to 4th levels of Podium Parking + 5th level Podium Stilt + 29 Upper Floors consisting of residential premises and 30th recreational floor and Building - 2 shall consist of Stilt+ 1st to 4th levels of Podium Parking + 5th level Podium Stilt + 29 Upper Floors consisting of residential premises and 30th recreational floor together with provision of parking spaces and other necessary amenities and services etc.

TMC has approved designs, specifications, elevations, sections and details of the said building, and while approving and sanctioning the

same. The said local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the Said Property and constructing the said new building. Upon due observance and performance of the terms and conditions laid down by the TMC, the Completion and Occupation Certificates shall be granted by the said local authority.

F. BUILDING PLANS / LAYOUT PLANS: Promoters have specifically made it clear that, Promoters shall be availing benefits of FSI, premium FSI, TDR, ancillary FSI, incentive FSI and additional development potential of any other nature to obtain permission of construction of additional saleable area for project known as “**Debonair Classic**”. The Promoters shall apply for and obtain revised permission for upper residential floors in the Said Buildings by consuming entire balance development potential as specified herein before. The Promoter shall be entitled to amend/revise the building plan and layout of the Said Buildings and the Project subject to the condition that any change or amendment of layout plan or the building plan there is no change in the area flat allotted to him/her/them and the location of the said flat.

G. COMPULSORY REVISION: In case of change in the layout plan/building plan due to any directions/conditions imposed by the concerned local authority/ies at any stage, and Allottee/Purchaser hereby agrees that it shall not be necessary on the part of Promoter to seek consent of Allottee/Purchaser for the purpose of making any changes in order to comply with such directions, conditions and changes. The amended and approved sanctioned plans from time to time shall supersede the presently sanctioned building plans

H. ARCHITECT AND STRUCTURAL CONSULTANT: The Promoters have appointed M/s. Ambiance Design Private Limited through Architect **Makarand Toraskar** as architect of the project (hereinafter referred as “Architects”) and **M/s. JW Consultants LLP** as the R.C.C. Consultant, for obtaining the sanction of the plans and for supervision of the construction and structural work, etc. and have accepted their services as the consultants for the supervision and completion of the development work.

- I. PREMISES DETAILS:** The Purchaser has applied for allotment of Flat No. _____, in building no. _____ admeasuring _____ sq. mtrs of RERA carpet area and _____sq. mtrs of enclosed balcony and _____ sq. mtrs. of Open Balcony and _____ sq. mtrs of AC ledge on _____ floor together with _____ no of Parking Space (hereinafter referred to as the "**Said Premises**") in the project known as "**Debonair Classic**" as shown in the floor plan thereof hereto annexed and marked as **Annexure J**.
- J. INSPECTION OF DOCUMENTS BY PURCHASER/ALLOTTEE(S):** The Purchaser(s) demanded from the Promoters and the Promoters have given inspection to the Purchaser (s), of all the revenue records, sanctioned plans, development permissions and documents of title relating to the Said Property described in the First Schedule hereunder written, which entitles Promoters to allot the Said Premises constructed on the basis of plans, designs and specifications of the said project prepared by the Architect and of such other documents as are specified under the Real Estate (Regulations and Development) Act, 2016 (RERA)and Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the Rules made there under. The Purchaser (s) are satisfied with the title documents furnished by the Promoters. Purchaser (s) has apprised himself of the applicable laws, notifications and rules applicable to Said Property and understand/s all limitations and obligations in respect of it and there will be no further investigation or objection by Purchaser (s) in this regard.
- K. TITLE CERTIFICATE:** Copy of the Certificate of Title dated 25th Sep 2024 issued by Adv. Anant G. Gadre being the Advocate of the Promoters is annexed hereto and marked as **Annexure K**.
- L. REGISTRATION OF PROJECT:** MAHARERA has granted certificate of registration bearing no. _____ on _____ for the Said Project. The Copy of RERA Registration Certificate is annexed herewith and marked as **Annexure L**;
- M. AUTHORITY TO SIGN:** Purchaser(s) has represented and warranted to Promoters that Purchaser(s) has the power, competence and authority to enter into and perform this Agreement and has clearly understood his rights, duties, responsibilities and obligations under this Agreement. The Parties have agreed to the terms and conditions of this Agreement as set forth hereinafter.

N. GOVERNING ACT: The present transaction is governed under the provisions of Real Estate (Regulations and Development) Act, 2016 (RERA) accordingly parties hereto are required to execute the present Agreement for Sale and register the same under the provisions of Registration Act, 1908.

NOW, THEREFORE, IN CONSIDERATION OF THE RECITALS AND MUTUAL COVENANTS, REPRESENTATIONS AND WARRANTIES THE PARTIES TO THIS AGREEMENT INTENDING TO BE LEGALLY BOUND AND AGREE AS UNDER:

ARTICLE 1

INTERPRETATION AND DEFINITIONS

- 1.1** 'Agreement' shall mean this Agreement for Sale, which is executed by and between Promoters and Purchaser(s).
- 1.2** All Annexure, Schedule and documents referred in this Agreement and recital referred herein above shall form an integral part of this Agreement and the interpretation of this Agreement shall be read and construed in its entirety.
- 1.3** 'Carpet Area' shall mean the carpet area as defined under RERA which is inclusive of area covered by internal walls of the concerned premises. The carpet area is calculated for bare shell unit excluding finishes, skirting, ledge walls, wall tiles, granite & marble frames.
- 1.4** 'Date of Possession' shall mean the date of possession as shall be communicated to Purchaser(s) in the offer letter for possession to be issued by Promoters.
- 1.5** 'Installments' shall mean the Sale Price to be paid as per the installments detailed out in the Present Agreement.
- 1.6** 'Singular' shall mean and include plural and masculine gender shall mean and include female gender wherever applicable.
- 1.7** 'The Said Organization' shall mean the New society/condominium of Apartment/company formed of the owners/Purchaser(s)/unit holders/Allottees in the building to be constructed on the Said Property.

ARTICLE 2

SALE

The Promoters hereby agree to sell/convey/transfer the said Premises bearing Flat No. _____, in building no. _____ admeasuring _____ sq. mtrs of RERA carpet area and _____ sq. mtrs of enclosed balcony and _____ sq. mtrs. of Open Balcony and _____ sq. mtrs of AC ledge on _____ floor together with _____ no of Parking Space (the "Said Premises") in the Project known as **"DEBONAIR CLASSIC"** in favour of Purchaser(s) on terms conditions and consideration mentioned in the present agreement. The Promoters shall not be entitled to demand additional proportionate Price of the common areas and facilities appurtenant to the premises. The internal fixtures, fittings and amenities to be provided by Promoters in the said Premises along with external amenities to be provided in the said project are set out in **ANNEXURE G.**

The Purchaser(s) hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee, garage/covered car parking space at _____ level podium/stilt/mechanical car parking/unit bearing no. _____ admeasuring _____ sq.ft. having minimum _____ ft. length x _____ ft. breadth x _____-ft. vertical clearance.

ARTICLE 3

PRICE AND PAYMENT TERMS

3.1 Sale Price:

3.1.1 That Purchaser(s) agrees to pay Promoters for the purchase of the said Premises an amount of Rs. _____/-
(Rupees _____)

_____ **only**) (hereinafter referred to as the '**Sale Price**') along with payables, as per the payment schedule. The Purchaser shall also be responsible for payment of GST as per the rules and regulation for the time being in force. The Purchaser(s) further undertakes to pay other dues and charges mentioned in the present Agreement.

PAYMENT SCHEDULE

PARTICULARS (WORK COMPLETION)	SLAB (%)	Amount
On Booking	10.00%	
Agreement	10.00%	
On Plinth	25.00%	
on Completion of 4th SLAB	3.00%	
on Completion of 8th SLAB	3.00%	
on Completion of 12th SLAB	3.00%	
on Completion of 16th SLAB	3.00%	
on Completion of 20th SLAB	3.00%	
on Completion of 24th SLAB	3.00%	
on Completion of 28th SLAB	3.00%	
on Completion of Top SLAB	4.00%	
on Completion of Brick Work & Internal Plaster	2.50%	
on Completion of Flooring, Doors & Windows	2.50%	
on Completion of Staircase and Lift Wells	2.50%	
on Completion of Sanitary Fittings & Floor Lobbies	2.50%	
on Completion of External Plumbing, Elevation, Terrace Water Proofing	2.50%	
on Completion of External Plaster	2.50%	
on Completion of Lift Installation	5.00%	
on Completion of Water Pump Installation, Electrical Fittings, Mechanical and Environmental requirements and Paving	5.00%	
On Intimation of Possession	5.00%	
Total	100%	

3.1.2 The Purchaser(s) shall be required to pay applicable GST along with relevant installments. The amount of GST shall vary from time to time as per the future revisions in the rate and rules. Price as mentioned hereinabove is exclusive of GST and any other taxes, which may be leviable by any appropriate authorities, both present and future, as may be applicable from time to time, and which shall be separately charged and recovered from Purchaser(s). The Purchaser(s) shall be responsible for deduction of TDS for every installment paid and payable to the Promoters as per the applicable rules and shall also be responsible for submission of TDS Certificate issued by the competent authority within a period of fifteen days from the payment of every concerned installment. In the event of failure on the part of Purchaser(s) to pay requisite TDS amount and to deposit the TDS

Certificate within a period of 15 days from the payment of concerned installment, the Purchaser(s) shall be required to pay penalty of Rs. 50 per day for the period of delay in submission of Certificate. It is however clarified that in the event of consideration of the Said Premises does not exceed the threshold limit prescribed by applicable rules and regulations, the Purchaser shall not be required to deduct any TDS.

3.1.3 The Purchaser agrees and undertakes to pay the price/consideration strictly as per the Schedule of Payment mentioned above which is linked with the stage-wise completion of the Project Building. Upon completion of each stage, the Promoter shall issue demand letter to the Purchaser by RPAD/Courier/Hand delivery at the address of the Purchaser mentioned in this Agreement as well as by Email on Purchaser email address _____. Along with said demand letter the Promoter shall enclose certificate of Architect, inter-alia, certifying the completion of such stage which shall be conclusive proof of completion of such stage. Within 15 (fifteen) days receipt of such demand letter by RPAD/courier/email/hand delivery, whichever is earlier, Purchaser shall make the payment as mentioned in such demand letter and in the event of failure on the part of Purchaser in making the payment as demanded within 15 (fifteen) days of receipt of such Demand Letter, the Purchaser shall become liable to pay interest as specified in Maha Rera Rules on all delayed payments.

3.1.4 The total price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority local bodies/government from time to time. The Promoters undertake and agree that while raising a demand on the Purchaser(s) for increase in development charges, cost or levies imposed by the competent authorities etc. the Promoters shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser(s), which shall only be applicable on subsequent payments.

3.1.5 The Purchaser hereby represents that he/she/they/it has/have complied with the applicable laws in relation therein, including those pertaining to sources of funds used with respect to the Sale Consideration and or any other amount/charges incidental to this Agreement and further indemnifies the Promoter in that regard. The

Purchaser shall further be solely responsible for complying with the provisions of applicable law including but not limited to Anti-Corruption Laws, Foreign Exchange Management Act, Reserve Bank of India Act, the Prevention of Money Laundering Act, 2002 and the Benami Transactions (Prohibition) Amendment Act, 1998 (collectively "Anti- Money Laundering Laws") and the rules and regulations thereunder and any similar rules, regulations or guidelines administered or enforced by any government agency and or any action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Allottees/Assignees with respect to the Anti-Money Laundering Laws thereof.

3.2 Amount received:

Purchaser(s) has/have paid sum of **Rs.** _____/-
(Rupees _____
 _____ **Only)**

for purchase of the said Premises to Promoters, the receipt whereof, the Promoters do hereby acknowledge and confirm. The Purchaser(s) agree/s to pay the balance consideration of **Rs.** _____/- as per the Payment Schedule mentioned hereinbefore.

3.3 Advance Maintenance, Development Charges etc:

The Purchaser, simultaneously with the execution hereof but in any event, before taking possession of the said premises, shall pay the following amounts to the Promoters.

(i) Rs. _____/- towards advance maintenance charges of the common areas for 6 months.

(ii) Rs. _____/- towards Share money payable to Promoter/Society.

(iii) GST, Property tax, NA tax and any other taxes and charges levied by Government and Local Authorities at actual & proportionate Title Insurance Premium to be paid at actual.

The Purchaser shall tender the amount of difference in the event of there being any increase in the general charges as on the date of handing over the possession of the said premises. If, however, at any time the amounts paid or deposited by the Purchaser/s shall be found short, the Purchaser/s shall on demand by the Promoters shall deposit with them a further reasonable amount as may be demanded by them after adjusting any excess from other heads.

The amount so collected by the Promoters under the provisions of this agreement or otherwise howsoever shall not carry any interest. The Promoters shall maintain a consolidated account of all the amounts relating to advance maintenance, share money, property tax, NA tax, and other taxes so collected by them from all the Purchaser(s) of the residential units and other premises in the said Project and of all the amounts spent on expenses chargeable to them, and on transfer of the said Property with the new building constructed thereon to the Said Organization to be formed by the Purchaser(s) of premises in the building/s in the said Project, the Promoters shall render a consolidated account to Said Organization and pay over to them the excess, if any, of such collections or recover from them the deficit, if any therein. Rendering of such consolidated account to Said Organization and settlement of account with them shall discharge the Promoters of their responsibility, to refund excess, if any, out of such collections to the individual Purchaser(s) of premises entitled to refund, and the different Purchaser(s) of premises shall make up and adjust their respective accounts between themselves, as members of Said Organization. It is however clarified that, the Promoters shall not be responsible for rendering any account to the Said Organization or to the Purchaser/s with respect to the amounts collected under the present agreement.

3.4 Failure/Delay in Payment:

- (a) Time is the essence of the terms and conditions mentioned herein and with respect to Purchaser(s) obligations to pay the Sale Price as provided in the Payment Plan along with other charges on or before the due date or as and when demanded by Promoters, as the case may be and also to perform or observe all the other obligations of Purchaser(s) under this Agreement.
- (b) If the Promoter fails to abide by the time schedule for completing the project and handing over the Said Premises to the Purchaser(s), the

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

- (c) Without prejudice to the right of promoter to charge interest in terms of sub clause (b) above, on the Purchaser(s) committing default in payment on due date of any amount due and payable by the Purchaser(s) to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser(s) committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:
- (d) Provided that, Promoter shall give notice of fifteen days in writing to the Purchaser(s), by Registered Post AD at the address provided by the Purchaser(s) and mail at the e-mail address provided by the Purchaser(s), of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser(s) fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.
- (e) Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Purchaser(s) (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Said Premises which may till then have been paid by the Purchaser(s) to the Promoter.
- (f) Upon the cancellation of the booking, Promoters shall be at a liberty to sell or otherwise dispose of the said Premises to any other person/party whomsoever, at such price, in such manner and on such terms and conditions as Promoters may in its sole, absolute and unfettered discretion think fit and proper and Purchaser(s) shall not be entitled to raise any objection or dispute in this regard.
- (g) Purchaser(s) agree/s and undertake/s to execute a Deed, Document, or Writing including the Cancellation Deed to cancel the Agreement,

the balance amount, if any shall be paid to Purchaser(s) only upon the cancellation of the Agreement and/or receipt of the Cancellation Deed, Documents, writings as aforesaid. In the event of cancellation of Agreement as aforesaid, Promoters shall be entitled to file declaration with respect to termination and cancellation of the Agreement, before the Sub Registrar of Assurances.

3.5 Time is the Essence:

The timely payment of installments is the essence of this Agreement. Part payments will not be accepted after the due date. It shall be incumbent on Purchaser(s) to comply with the terms of payment and the other terms and conditions of sale. If there is any delay or default in making payment of the installment on time by Purchaser(s), then Purchaser(s) shall, subject to the consequences as mentioned in Clause No. 3.4 of the present agreement, at the sole discretion of Promoters, is/are liable to pay interest on the amount due as per the interest rate mentioned in Clause No. 3.4 (b) from the date on which the amount falls due, to the date of payment, both days inclusive. No payment will be accepted after due date without the payment of the applicable interest. All the payments made by Purchaser(s), shall be first adjusted towards the applicable taxes then towards the interest due, then towards other dues if any and then towards Sale Price.

3.6 The Promoter shall confirm the final carpet area that has been allotted to the Purchaser(s) after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Purchaser within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Promoter shall demand an additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement. It is however clarified that, the carpet

area shall be calculated on bare shell walls excluding the gypsum plaster and skirting

3.7 Mode of Payment:

All Demand Drafts/Pay Order/Cheques are to be made in favour of **“ANANT SQUARE DEVELOPER RERA Designated Collection Bank Account for DEBONAIR CLASSIC”** payable at A/c No. **481505000132** of **ICICI BANK WAGE ESTATE, THANE** Branch, IFSC Code **ICIC0004815** If any of the cheques submitted by Purchaser(s) to Promoters are dishonored for any reasons, then Promoters shall intimate Purchaser(s) of the dishonor of the cheque and Purchaser(s) would be required to tender a Demand Draft of the same amount to Promoters within fifteen (15) days from the date of dispatch of such intimation by Promoters and the same shall be accepted subject to ‘Dishonor Charges’ of Rs. 2,000/- (Rupees Two Thousand only) excluding GST for each dishonor. Taxes shall be paid extra, if applicable. In the event the said Demand Draft is not tendered within the stipulated time mentioned herein, then the Agreement and Allotment would be deemed to have been cancelled at the sole discretion of Promoters.

3.8 Payment of Costs:

- (a) All costs, charges and expenses payable on or in respect of this Agreement and on all other expenses incurred in execution of instruments and deeds in pursuant to this Agreement except stamp duty and registration charges shall be paid by Purchasers and pro-rata cost and expenses including stamp duty and registration of Deed of Conveyance in favour of the Said Organization shall be borne by Purchaser(s). However, it shall be the obligation and responsibility of Promoters and Owners to execute and register a Deed of Conveyance in favour of the Said Organization at the cost and expenses of Purchaser(s), which shall be executed within the time as specified by Promoters.
- (b) Further, if there is any additional levy, which becomes due after the date of the Agreement, rate or charge of any kind attributable to the said Property/the said Premises as a consequence of Government, Statutory or any other order of the Local Government, Authority, the same if applicable, shall also be paid by Purchaser(s), on the pro rata basis.

(c) All statutory charges, GST and other charges and levies as demanded or imposed by the Authorities shall be payable proportionately by Purchaser(s) from the date of booking/ Application as per demand raised by Promoters.

3.9 The Promoters shall be entitled to formulate rules for earmarking and use of car parks. The Purchasers have specifically informed their parking requirements to the Promoters and accordingly Promoters have made earmarked car parking no. ____ for the Said Premises. The car parking space to be allotted to the Purchaser shall have minimum width of ____ meters, minimum depth of ____ meters and minimum height of ____ meters.

3.10 All the Purchasers and occupants in the Said Project shall be required to park their vehicles only at the parking space designated for their respective Flat/Flat/other premises. The occupants of concerned Flat/Flat/other premises shall only use the car parking spaces for the authorized purpose and such car parking shall not be enclosed or gated without prior written permission from the Promoters and the TMC.

3.11 The Promoters have informed the Purchasers that the parking spaces may include covered parking and mechanical parking, composite parking or sequential parking. In case of composite parking/sequential parking, two parking spaces shall have common access and therefore cannot be used independently. In case of allotment of composite parking to the two different purchasers/allottees, the first entrant shall park vehicle at inner parking space and subsequent entrant shall park vehicle at outer parking space. In case of allotment of composite parking both the users shall be responsible for keeping one set of keys with the security personnel.

3.12 The Total Price is escalation-free, save and except increases, which the Purchaser hereby agrees to pay, due to increase on account of development charges payable to the competent Authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoters undertake and agree that while raising a demand on the Purchaser for increase in the development charges, cost/charges imposed by the competent authorities, the Promoters shall enclose the said notification/order/rule/regulation to that effect along with the

demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

3.13 FSI disclosure:

The Promoter hereby declares that the Floor Space Index available as on date in respect of the said land is _____ square meters only and Promoter has planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the said Land in the said Project and Purchaser(s) has agreed to purchase the Said Premises based on the proposed construction and sale of apartments/units to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only. The Copy of Development potentiality Certificate is attached herewith and marked as **Annexure M**. The Promoter hereby specifically informing the Purchaser that they may/can avail the additional benefits available under provisions of UDCPR any time in future and pursuant to that the latest approved plan may undergo revision/amendments. While availing such additional benefits of UDCPR and/or any further benefits available to said Project Land the said latest approved plan shall undergo revision, amendment and due to such amendment, the Location of amenities as shown in the said latest approved plan, shall also be relocated and/or its size may get increase or decrease.

3.14 Minor alterations:

The buildings forming part of Said Project have been sanctioned for Residential purpose. The Developers shall have right to change floor plan of any floor in any building by taking consent of Purchasers of premises in the relevant floor of the building only and such change shall be minor alteration.

ARTICLE 4

POSSESSION

4.1 Possession Time and Compensation:

The site of the project may not have few of the infrastructural facilities in place as on the date of handing over of possession as the same is to be provided by the Government/ Government Nominated Agency. Since this is beyond the control and scope of Promoters, therefore, Purchaser(s) shall not claim any compensation for delay/non-provision of infrastructure facilities and/or consequent delay in handing over the possession of the said Premises in the Project. The Promoters shall be required to pay necessary charges for water connection to TMC. The infrastructural facilities such as water connection, public road maintenance, garbage collection are to be provided by TMC. The Promoters shall not be responsible for any delay or default in such facilities. Similarly the Promoter shall not be liable for the non supply and/or less supply of the utility services like water, electricity etc.

4.2 Force Majeure:

The Promoter shall endeavor to give possession of the Said Premise to the Purchaser(s) on or before 30th April 2029, "Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of -

- (i) war, civil commotion or act of God ;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

4.3 Conditions precedent for Delivery of Possession:

- (a) Purchaser(s) shall before taking possession of the said Premises clear all the dues of Promoters towards the said Premises.
- (b) Purchaser(s) hereby agree/s that they shall be responsible and liable to pay GST as may be applicable on transfer and sale of the said Premises by Promoters to Purchaser(s). Purchaser(s) would also be liable to pay interest/penalty/loss incurred to Promoters on account of Purchaser(s) failure and/or delay to pay GST and/or such other

levies, statutory charges etc. within 15(Fifteen) days of being called upon by Promoters.

- (c) Purchaser(s) further agree/s that they shall be liable to pay any taxes, levies, statutory charges imposed by appropriate authorities applicable to transfer and sale of the said Premises with retrospective effect, and if any recovery proceedings in consequence thereof are initiated.
- (d) It is further agreed by Purchaser(s) that they shall before obtaining the possession of the said Premises, pay the requisite amount of GST and any other tax (if applicable) or any other taxes and charges levied by statutory authorities by time to time to Promoters, for construction/sale of the said Premises.
- (e) Maintenance charges, deposits, electrical meter deposits/connection charges, water and sewer connection charges, documentation/legal charges and any other charges/deposits as may be applicable, shall be separately charged either by Promoters appointed by it and the same shall be paid by Purchaser(s) within the timelines as may be requested by Promoters from time to time.
- (f) Purchaser(s) do/does hereby agree to comply with all the laws of the land at all times, as may be applicable from time to time in respect of the said Premises. Purchaser(s) shall be liable to pay the maintenance charges, taxes, statutory levies as applicable to the said Premises from the date of possession.
- (g) Before receiving possession of the said Premises, the Purchaser(s) shall execute all writings and documents as may be reasonably required by the Promoters including Declarations, Applications, Indemnities, Consent letter, Possession receipt, Electric Meters transfer forms and other documents necessary or expedient for formation and registration of the of the Co-operative Society or Condominium of Apartment.

4.4 Procedure for taking possession -

- (a) The Promoter upon obtaining the occupancy certificate/Part Occupancy Certificate as the case may be from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the Said Premises, to the Purchaser in terms of this Agreement to be taken within (30) thirty days from the date of issue of such notice and the Promoter shall give possession of the Said Premises to the Purchaser. The Promoter agrees

and undertakes to indemnify the Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Purchaser agree(s) to pay the maintenance charges, property tax, water charge, electricity charges and any other charges as applicable as determined by the Promoter and or the Society, as the case may be from the date of Occupancy Certificate/Part Occupancy Certificate as the case may be. The Promoter shall offer the possession to the Purchaser in writing within 7 days of receiving the occupancy certificate/ Part Occupancy Certificate of the Project.

- (b) The Purchaser shall take possession of the Said Premises within 15 (Fifteen days) of the written notice from the Promoter to the Purchaser intimating that the Said Premises are ready for use and occupanc.
- (c) The Promoter agrees and undertakes to indemnify the Purchaser(s) in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Purchaser(s) agree(s) to pay the maintenance charges as determined by the Promoter or association of Purchaser(s)s, as the case may be. The Promoter on its behalf shall offer the possession to the Purchaser(s) in writing within 7 days of receiving the occupancy certificate of the Project.
- (d) The Purchaser(s) shall take possession of the Said Premises within 15 days of the written notice from the promotor to the Purchaser(s) intimating that the Said Premises are ready for use and occupancy:
- (e) **Failure of Purchaser(s) to take Possession of Said Premises:** Upon receiving a written intimation from the Promoter as provided hereinabove the Purchaser(s) shall take possession of the Said Premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Said Premises to the Purchaser(s). In case the Purchaser(s) fails to take possession within the time provided in hereinabove such Purchaser(s) shall continue to be liable to pay maintenance charges as applicable.

4.6 DEFECT: If within a period of five years from the date of handing over the Said Premises to the Purchaser(s), the Purchaser(s) brings to the notice of the Promoter any structural defect in the Said Premises or the building in which the Said Premises are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his

own cost and in case it is not possible to rectify such defects, then the Purchaser(s) shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA Act.

4.7 UNAUTHORIZED ALTERNATIONS:

Promoters shall not be responsible for any alteration, changes, modification carried out by Purchasers or any other person in the said Premises and/or the said Project. In the event of such unauthorized alteration resulting in defect to other premises in the said Project, the Purchaser shall be responsible for curing such defect entirely at their own cost.

4.8 SPECIFIC EXCLUSIONS:

- The Defect arising out of natural calamities, fire, war, or any other force majeure circumstances, normal wear and tear, careless use of premises and amenities therein, abstinence from regular maintenance, unauthorized use and/or alterations of premises shall not be treated as defect in premises.
- The Purchaser(s) is aware that marbles and granites being natural products/stones contains shade variations and natural cracks, deformities and also tend to develop cracks or colour change over the period of time, and such variations or cracks shall not constitute defect.
- The Purchaser(s) is aware that vitrified tiles by its very nature tend to be porous for certain chemicals/liquids and Purchaser(s) shall be required to take abundant precaution while using the Said Premises.
- The appliances, fittings, fixtures carries varied warranty period and the Promoters shall hand over warranty card for such product or copies thereof to the Purchaser(s). The concerned vendors/suppliers/manufactures shall be responsible for rectification of defect of such appliances, fittings and fixtures for the warranty period mentioned in such warranty cards.
- The purchasers are aware of natural tendency of gypsum plaster to maintain hair cracks during first few years of constructions. Such minor hair cracks in gypsum plaster will not constitute defect.

- If such defects are of minor nature and/or if the same have occurred due to any internal changes or alterations made by the Purchaser(s) in the said Premises and/or any other Allottee in the Project Building in which the said Premises is located and/or due to causing of any damage to the fixtures/services provided to the said Premises, by the acts and/or omissions on the part of the Purchaser(s)/Allottee/ and/or anybody claiming through or under him/her/them as the case may be and/or, c) due to any man handling and/or any misuse of the said Premises and/or of the said amenities, fixtures, etc. and/or, d), and/or for due to carrying out renovation by any other Allottee and thereby causing of any damages by them to the said building or any part thereof as the case may be. The Promoter shall not be responsible or liable to rectify the same and it shall be the liability and responsibility of the Allottee to carry out the same at his/her/their/its own cost and expense. It is made clear that the regular wear and tear of the building/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

ARTICLE 5

ALLOTMENT

5.1 Right of Promoters:

The allotment of the said Premises is entirely at the discretion of Promoters and Promoters reserves their right to cancel the allotment and unilaterally terminate this Agreement in the event of the breach of the terms and conditions of this Agreement by Purchaser(s).

5.2 Compliance of Rules, Regulations and By-laws:

- (a) Purchaser(s) shall observe all the rules, regulations and bye-laws applicable to the allotment of the said Premises and agree/s that it will be used only as per the regulations and designs concerning to the said Project as approved by Planning Authority.
- (b) The said Premises along with the said Project shall be subject to the provisions of RERA or any statutory enactment or modifications thereof and Purchaser(s) agrees and confirms that the Purchaser(s)

shall comply with the statutory obligations created there under and any such other enactment applicable governing the transfer of the said Premises.

- (c) The said Premises shall be used for the purpose for which it has been allotted and no obnoxious/unauthorized/illegal use will be carried out by the occupant in the said Premises/the said Project. Promoters have full authority to enter the premises after giving 24 hour notice to ascertain and to take action individually or jointly in case Purchaser(s) or his/her/their nominee/occupant is/are found violating the terms and conditions laid down by Planning Authority, and to recover from Purchaser(s) as first charge upon the said Premises, the cost of doing all or any such act and thing, all cost incurred in connection therewith or in and any way relating there to, for putting the things correctly and in order.

ARTICLE 6 MAINTENANCE

6.1 Payment of Maintenance Charges:

- (a) The Purchaser(s), in respect of the said Premises, shall be liable to bear and pay from the date of the said Project being completed, his share of the outgoings, maintenance charges, annual maintenance contracts (AMC's), property taxes, non-agricultural taxes, rates, taxes, cess, assessments, insurance premium, Parking maintenance charges, costs of painting the said Project, costs, charges and expenses of cleaning and lighting the passages, landings, staircases and common areas, open spaces and other parts of the said Project, the said Project, operation and maintenance and repairs of lifts, water pumps, lights, costs of water power and utility charges, equipment and other services, salaries of all staff including manager, chowkidars, sweepers liftmen, cost of management and maintenance of common areas, amenities and facilities of the said Project and such other expenses as are necessary or incidental for maintenance and upkeep of the said Project, the Said Project and other charges and levies of like nature, payable in respect of the said premises, the said Project, amenities, common areas, the Said Property and the said Project, to all government, semi-government local and public and/or private bodies and authorities, including the Corporation, the Collector and the Promoters.

(b) Purchaser(s) shall pay, as and when demanded, the maintenance charges including security deposit for providing, maintaining and up-keeping the PROJECT and other deposits and charges for the various services therein, as may be determined by Promoters.

6.2 Maintenance:

- (a) Purchaser(s) hereby give their irrevocable consent to become member of said Organization in accordance with the applicable Acts, Rules and byelaws and execute necessary documents as and when required. Purchaser(s) undertake/s to join the said Organization and to pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by Promoters in its sole discretion for this purpose. Purchaser(s) undertake/s to pay the maintenance charges as raised by the Promoters from the date of the Certificate for Occupation and use granted by the competent authority on pro-rata basis irrespective of whether Purchaser(s) is in occupation of the said Premises or not and work is still going on in adjacent tower/building and infrastructure facilities are not fully completed.
- (b) In order to secure due performance by Purchaser(s) in prompt payment of the maintenance charges and other charges/deposits raised by the Promoters, Purchaser(s) agrees to deposit, as per the schedule of payment/this Agreement and to always keep deposited with Promoters, advance quarterly maintenance after completion of 2 years of maintenance by the Promoters or till the formation of the organization for the said Project.

6.3 Maintenance Charges Contribution:

The Purchaser as well as all the other purchasers, occupants and Purchaser(s)/allottees in the Said Project shall be required to pay maintenance charges for all the common areas and amenities and none of occupant shall be entitled to refuse payment of maintenance of any of such common areas and amenities on the ground that the concerned common area and/or amenity is not useful to the concerned purchaser, occupant and/or Purchaser(s)/allottee for any ground whatsoever. It shall be obligatory on the part of Purchaser to contribute maintenance charges as per the rules and regulations of the Said Organization.

6.4 Rights of Promoters:

It is in the interest of Purchaser(s) to help the Promoters in effectively keeping the said Premises and Project secured in all ways. Purchaser(s) hereby agree/s that for the purpose of security, the Promoters shall be free to restrict the entry of visitors, which the security appointed by the Promoters, feel suspicious. Purchaser(s) hereby agrees to abide by all the rules and regulations framed by the Promoters from time to time for the upkeep and maintenance of the Project and the said Project.

6.5 Right of entry in the said Premises:

After the possession, Purchaser(s) shall permit Promoters and its surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said Premises or any part thereof to view and examine the state and conditions thereof and to make good all defects, decays and repairs in this behalf and also for repairing of any part of the Project and for the purpose of repairing, maintaining, rebuilding, cleaning, structural strengthening, lighting and keeping in order all services, drains, pipes, cables, water courses, gutters, wires, parts, structures of other convenience in the Project and also for the purpose of laying, maintaining, repairing and restoring drainage and water pipes and electric wires and cables and for similar purposes. In case Purchaser(s) has/have failed to effect repairs despite dispatch of notice of one week contemplated above and Promoters are constrained to effect repairs at its cost, in that event such cost shall be recovered from Purchaser(s). However, in case of exigency situations like fire, short-circuits, leakages on the floor above or below etc. Purchaser(s) authorize/s Promoters to break opens the doors/windows of the said Premises and enters into the said Premises to prevent any further damage to the other Premises/Project.

6.6 Delay/ Failure in payment of Maintenance charges:

Purchaser(s) agree/s and understand/s that Promoters at their sole discretion can disconnect or keeping in suspension any or all the services and connections if maintenance and/or consumption/usage charges are not paid within prescribed time limit. Any delay in payment of maintenance charges beyond due date shall result in penalty at the rate of 18% per annum of the due maintenance amount.

6.7 Internal Maintenance:

The maintenance of Common Areas will be carried out by Promoters/proposed housing society but those inside the said Premises will be carried out by Purchaser(s) only.

6.8 Maintenance Accounts:

The Promoters shall maintain a consolidated account of the entire amount so collected by it and expenses incurred for the maintenance of said Project. The Promoters shall provide consolidated account of maintenance of the Project to the Said Organization and shall simultaneously transfer excess collection or claim deficit, as the case may be.

6.9 Sub-Letting of the said Premises:

Purchaser(s) shall take prior permission of Promoters in case of leasing or licensing the said Premises and shall sign an undertaking to pay the maintenance and any such other charges to be paid pursuant to the terms and conditions of these presents. Purchaser(s) shall submit the copy of the leave and license/lease agreement along with the police verification of the Licensee/Tenant to the Promoters immediately on sub-letting of the said Premises. After formation of Said Organization, the Purchaser shall be required to take prior permission from the Said Organization for Sub-letting the said Premises.

6.10 Maintenance of Fire Fighting System, Rain Water Harvesting, Solar System, Elevators Etc.:

The Planning Authority has framed rules regarding regular maintenance of firefighting system, rainwater harvesting, solar system, elevators etc. The Purchaser and the said Organization shall be responsible for regular and timely maintenance of all the aforesaid systems and amenities and shall also be responsible for appointment of competent and qualified professionals for regular verification and maintenance for the aforesaid systems and amenities.

6.11 Maintenance of Plantation:

The flat purchasers and the said Organization shall be responsible for regular and timely maintenance of all trees, plants and greenery in the said Project and shall also be responsible for keeping alive the plants and growth of the trees in the Said Project.

6.12 Refuge Area:

The Refuge area shall always be kept open for emergency evacuation and no storage or use of refuge area shall be allowed in contravention with the rules and regulations of TMC.

6.13 Municipal, Civic and Utility Infrastructure:

The Promoters shall be responsible for payment of all charges to the municipal corporation, power supplier (MSEDCL or any other company supplying power in the area) for water, sewage and power connection and for development of road infrastructure. Delay, inadequacy or inferior quality in supply of utilities and/or infrastructural development by municipal authorities or other service providers is beyond the control of Promoters and therefore Promoters shall not be responsible for the same. In case of deficiency in water supply, the Promoters and/or the Said Organization may arrange for water supply through tankers or other alternative resources and the Purchasers shall be responsible for payment of cost of such alternate resource for water supply.

ARTICLE 7
RIGHTS AND OBLIGATIONS OF PURCHASER(S)

7.1 Compliance of Laws:

That Purchaser(s) shall comply with all the legal requirements as required for the purchase of immovable property, as and when applicable. Purchaser(s) has specifically agreed with Promoters that the allotment of the said Premises shall be subject to strict compliance of code of conduct and house rules that may be determined by Promoters for occupation and use of the said Premises and such other conditions as per the applicable laws and further Purchaser(s) do hereby confirm and agree to abide by all the rules and regulations of the Promoters as would be formed later on amongst all purchasers. Purchaser(s) shall abide by all the laws of the land, local laws, rules, notifications etc., at all times, as may be applicable to the transfer of the said Premises and shall be solely responsible for the consequences of non-compliance of the rules and laws of the land, penalty imposed in case of the breach of the same, shall be borne by Purchaser(s) alone.

7.2 Foreign Exchange Management Act (FEMA):

- (a) If Purchaser(s), is the resident outside India or having Non Resident Indian (NRI) status, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act (FEMA), Reserve Bank of India (RBI) Act and Rules/Guidelines made/issued there under and all other applicable laws including that of remittance of payments, acquisition/sale, transfer of immovable properties in India. Purchaser(s) shall also furnish the required declaration to the Promoters in the prescribed format, if necessary. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority/Promoters, the amount paid towards Sale Price will be refunded by Promoters as per rules without any interest and the allotment cancelled forthwith and Promoters will not be liable in any manner on such account. All refunds to Non-Resident Indians (NRI) and Persons of Indian Origin (PIO), if any, shall, however, be made in Indian Rupees and Purchaser(s) alone shall be liable to get all the necessary permission for getting the refund of the amount paid towards the Sale Price as mentioned above from the concerned authorities, after deducting earnest money.
- (b) In case of foreign remittance, the net amount credited to bank shall be taken as amount received and necessary bank charges shall be borne by Purchaser(s).

7.3 Loans etc.:

Purchaser(s) may obtain finance from any financial institution/bank or any other source for purchase of the said Premises at their cost and responsibility. Purchaser(s)' obligation to purchase the said Premises pursuant to this Agreement shall not be contingent on Purchaser(s)' ability or competencies to obtain such financing and Purchaser(s) will always abide and fulfill the terms of the present agreement. Promoters shall not be responsible in any manner whatsoever if any bank/financial institution refuses to finance the said Premises on any ground or revokes the loan already granted. Further, if any bank/financial institution refuses/makes delay in granting financial assistance and/or disbursement of loan on any ground(s), then Purchaser(s) shall not make such refusal/delay an excuse for non-payment of any Installments/dues to Promoters within stipulated time as per the Payment Schedule.

7.4 Putting up Sign Board:

Purchaser(s) undertakes that he shall not put up any name or sign board, neon-light, publicity or advertisement material, hang clothes etc. at the external facade of the Building/s, inside the glass window or, anywhere on the exterior or Common Areas or at any places other than the place specifically designated by the Promoters for Purchasers. It is however clarified that, portion of terrace of proposed building will be used for erection of Neon/back-lit/electronic signage reflecting name of project and the Promoters. The Purchasers and the said Organization shall not object to or remove such signage.

7.5 Use of Chhajja:

The Purchaser hereby state and confirm that, the Chhajja has been provided in the Said Building for weather protection of the building and the residents. The Purchaser hereby state and confirm that, the Chhajja adjacent to the Said Premises shall not be used for any habitable or gardening purpose.

7.6 Hazardous Chemicals/Material etc.:

Purchaser(s) shall not keep any hazardous, explosive, inflammable chemicals/material etc., which may cause damage to the said Project. Purchaser(s) shall always keep Promoters harmless and indemnified for any loss and damages in respect thereof.

7.7 Commitment:

Purchaser(s) agree/s that Purchaser(s) shall from time to time sign all applications, papers, documents, Maintenance Agreement, electricity agreement and all other relevant papers as required to signed, in pursuance to the transactions and do all the acts, deeds and things as Promoters may require in the interest of Project and for safeguarding the interest of Promoters and/or Purchaser(s) in the Project including in particular, the requirement of the Income Tax Act 1961. In case of Joint Purchaser(s), any document signed/accepted/ acknowledged by any one of the Purchaser(s) shall be binding upon the other.

7.8 Inspection:

Purchaser(s) undertake/s to permit Promoters and their authorized representatives at all reasonable hours, to enter the said Premises for the purpose of inspection/maintenance while performing their duty.

7.9 Transfer:

- (a) The Purchaser shall not be entitled to transfer or assign the said Premises without prior written permission of the Promoters till the receipt of occupancy certificate for the Said Premises or grant of membership of the Society, whichever is later. Any such transfer shall be null and void and the Promoters shall under such circumstances, at their sole discretion entitled to terminate the present agreement. Transfer of booking may be permitted only by prior written confirmation/approval by Promoters, on such terms and conditions and guidelines as it may deem fit by Promoters, subject to clearing all the sums due and payable under the present agreement. However, Purchaser(s) agree/s and undertake/s to execute/register the deed, document, agreement or writing as may be requested by Promoters to record the transfer as mentioned hereinabove.
- (b) The transfer shall be allowed only subject to clearing all the sums that shall be due and payable to Promoters on the date of submission of the request application. Purchaser(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations/transfer.

7.10 Modification in Terms of this Agreement:

This Agreement shall supersede all previous writing, documents and arrangement between the Parties. The terms and conditions of this Agreement shall not be changed or modified, except by written amendments duly signed by the Parties.

7.11 Installation of Air Conditioners:

Purchaser(s) agree/s not to fix or install air conditioners in the said Premises, save and except at the places which have been specified in the said Premises for the installation nor in any way disturb the external facade of the said Premises.

7.12 Installation of Window Antenna:

Purchaser(s) agree/s not to fix or install any window antenna on the roof or terrace or external facade of the said Project. The Purchasers shall under obligation to use common antenna to be provided for the said project/building.

7.13 Uses as Per Sanctioned Building Plans:

It is clearly understood and agreed by Purchaser(s) that the said Premises shall not be used for any purpose other than for residential purpose and shall not be used in any manner that may cause nuisance or annoyance to occupants of other premises. Purchaser(s) hereby agrees to indemnify Promoters and/or their agents against any action, damages or loss caused on account of any misuse and the same shall be at risk and responsibility of Purchaser(s) and any consequences arising there from shall be borne by Purchaser(s) alone.

7.14 Applicability of Provisions:

It is clearly understood and agreed by and between the parties that all the provisions contained herein and the obligation arising hereunder in respect of the Project shall equally be applicable to and enforceable against any and all occupiers, tenants, licensees and/or subsequent purchaser'(s)/assignees/nominees of the said Premises as the said obligation go along with the Project for all intents and purposes.

7.15 Mischief:

Purchaser(s) shall not create any mischief and shall not do any act or omission which could disturb the peace, serenity, tranquility of the said Premises or of other occupants. The Purchasers do hereby undertake that, he/they shall not by any act or abstinence cause or permit unauthorized use, alterations or illegal activities in the refuge areas.

7.15 Window Grills:

The Purchasers shall not be entitled to erect any grills on the windows, façade, elevation projections, service ducts etc. except in case of specific permission by TMC. In case of grant of such permissions by TMC, the Promoters shall provide designs and specifications of such grills and Purchasers shall erect such grills at his own cost strictly in accordance with the designs and specifications approved by the Promoters.

7.16 AC ledge:

The Promoter has provided AC ledge for the residential units forming part of the project as exclusive amenity for the respective units and such AC ledge shall be used strictly in accordance with the provisions of UDCPR 2020. Area of AC ledge has not been considered for

calculation of Total Consideration payable by Purchaser to Promoter for Said Premises.

7.17 Delivery of common area and amenities:

The Promoters may develop the Said Project in phase wise manner and under such circumstances; some of the common areas and amenities may be developed simultaneously with the completion of last and final phase of the Project.

ARTICLE 8

RIGHTS AND OBLIGATIONS OF PROMOTERS

8.1 Society Membership:

The Purchasers shall be required to obtain membership of Said Society i.e. "Debonair Co-operative Housing Society Limited"

8.2 Right of Way:

The Promoters shall have full and unfettered right to grant to any of such society/ies and/or to the occupants of any other building/s standing on any plot/s adjacent to and/or in the vicinity of the Said Property, Right of Way inter alia on the Said Property and/or any part thereof even after formation of Said Organization as is hereby envisaged and/or after execution of a conveyance of the Said Property and/or any part thereof as is hereby envisaged and the Purchaser(s) either individually or collectively as a member of any Said Organization shall not object to any such arrangement on any ground whatsoever.

8.3 Rules, Regulations and By-Laws of Said Organization:

The Said Organization shall be entitled to frame such rules, regulations and by-laws for the effective maintenance/management of the infrastructure as the governing body and the same shall be binding and shall have full effect and full force against the Said Organization formed of the Purchaser(s) of building to be constructed on the Said Property including its members and others as aforesaid. Any violation of the said rules, regulations or bye-laws as framed by the Said Organization by their members or others shall be liable to such action as stated in the said rules, regulations and bye-laws or as the Said Organization may determine from time to time. The Said Organization shall unconditionally accept and adopt such guidelines as framed by the Promoters. The Purchaser(s) hereby agrees, confirms and undertakes to pay such monthly charges as may be determined by the

Said Organization from time to time for the maintenance, upkeep, repairs and replacements and/or renovation of such infrastructure facilities as mentioned hereinabove. The Purchaser(s) has/have entered into this Agreement after having understood the above arrangement and the Purchaser(s) shall not be permitted to question or in any way dispute the said arrangement as stated hereinabove or with regard to the constitution and formation of the Said Organization and the said arrangement shall be final and binding on the Purchaser(s). It is further agreed, accepted and confirmed by the Purchaser(s) that until the Said Organization is formed and constituted for the maintenance and management of the infrastructure as mentioned hereinabove the Promoters shall manage and maintain the said infrastructure facilities as mentioned hereinabove in the manner they may deem fit and for that purpose the Promoters shall be entitled to lay down such terms and conditions as regards payment by the Purchaser(s) of Premises in the Said Project regarding monthly maintenance charges or otherwise to enable the Promoters to effectively maintain the said infrastructure facilities. In the event the Purchaser(s) fail to abide by the terms and conditions as laid down by the Promoters, the same shall be deemed as breach of the terms of this agreement and thereupon the Promoters shall have the right to avail of the remedies under the law and as per the terms of this Agreement, even though the Purchaser(s) shall not have taken possession of the said Premises and the Purchaser(s) shall not have paid the consideration amount and all other dues under the said Agreement. The cost for formation of the Said Organization will be collected and paid to the Promoters in advance by the occupants of residential premises in the said Building.

8.4 Raising of funds:

- (a) Purchaser(s) hereby declare/s and confirm/s that Promoters have prior to the execution hereof, specifically informed Purchaser(s) that:-
- I. Promoters may enter into an arrangement with certain Banks and Financial Institutions (hereinafter collectively referred to "the said Banks"), under which the said Bank would grant a line of credit to Promoters to facilitate development of said project undertaken and carried on by it, and as security for repayment of loans which may be advanced to Promoters by the said Bank, Promoters creates or causes to be created mortgages/charge on the unsold constructed premises

thereon in favour of Said Banks, and the securities created in favour of the said Banks may be substituted from time to time. The Promoters shall also be entitled to renew, restructure or refinance from other NBFC or Bank for carrying out construction and development in the said property.

- II. The title deeds relating to Said Property described in the First Schedule hereunder written may have been deposited with the said Banks as security (along with other securities) for repayment of the loans already advanced and which may be advanced hereafter by the said Banks to Promoters under the said line of credit arrangement; and
- III. Promoters shall specifically exclude Said Premises from mortgage or charge to be created in favour of Said Banks.
- IV. Promoters specifically reserves the right to offer and to create charge on Project (except the said Premises) for obtaining development, construction and other finance from credit/financial institution, bank or other person/body that has already or may hereafter advance credit, finance or loans to Promoters and Purchaser(s) shall give his/her/their/its consent and permission to Promoters for doing the same. Purchaser(s) whenever asked in support of by Promoters in this regard shall give and grant to Promoters, his/her/their/its specific, full, free and unqualified consent and permission for doing the same.

8.5 Telecommunication, DTH, cable and Internet Services etc.:

It is agreed between the Parties that to ensure uniformity and minimal interference with structures, ducting, internal cabling etc. in the Project, it is agreed that Promoters shall regulate the entry of telecom DTH, cable and Internet Services agency/ services in the Project till formation of Said Organization. After formation of Said Organization for building, such institution shall regulate the entry of telecom agency/services in the Project.

8.6 Others:

- a) In the event of paucity or non-availability of any material Promoters may use alternative materials/article but of similar good quality. Decision of Promoters on such changes shall be final.
- b) The Promoters shall be entitled to allot any portion of the Said Property or portion of common area or amenities to the utility supplier for the

purpose of setting up electric transformer, communication or data antenna, or for any other utility services.

8.7 Part Occupancy Certificate:

The Promoters shall be at liberty and entitled to complete construction of certain floors of Said Buildings and apply for and obtain part occupancy certificate thereof and give possession thereof to the Purchaser(s) of the units therein and the Purchaser(s) herein shall not object to the same. The Purchaser(s) shall not obstruct or object to the execution of such work, even if the same shall cause any nuisance or annoyance to him or other occupants.

8.8 Site Visit:

The Purchasers shall be entitled to site visit during the course of development and construction at such intervals as the Promoters may permit. The request for site visit shall be in writing and well in advance with the necessary information relating to number of visitors and their age. The Purchases shall not be entitled to enter into under construction building till completion of building in all respect.

ARTICLE 9

USES

9.1 Alteration/Demolition/Destruction of Structure:

- (a) Purchaser(s) undertake/s that he will not alter/demolish/destroy or cause to demolish/destroy any structure of the said Premises or any addition(s) or alteration(s) of any nature in the same or in any part thereof. Purchaser(s) shall not harm or cause to harm any damage to the peripheral walls, front, side and rear elevations of the said Premises in any form. Purchaser(s) shall also not change the colour scheme of the outer walls and painting of exterior side of the door and windows and shall also not carry out any change in the exterior elevation and design and shall not erect any fencing/hedging/grills without the prior permission of Promoters. Purchaser(s) shall not partly/fully remove any walls of the said Premises including load bearing walls/structure of the same, which shall remain common between Purchaser(s) and the owners of adjacent premises.
- (b) Purchaser(s) shall keep the portion, sewers, drains and pipes in the said Premises and appurtenances thereto in good and tenantable condition, and in particular, so as to support, shelter and protect the

other parts of the said Project in which the said Premises is situated, and shall not chisel or in any other manner cause any damage to the columns, beams, walls, slabs or RCC parts or other structural changes in the said Premises, without the prior written permission of the Promoters (after conveyance of the Said Property in favour of the Said organization) and wherever necessary, without the prior written permission of the concerned government, local and public bodies and authorities; and licensed structural engineer in case of modifications/alterations to structural members.

- (c) No request for modification or change in the exterior facades and no internal structural changes of the said Premises will be permitted. No reimbursement or deduction in the value of the said Premises shall be considered by Promoters, in case Purchaser(s) desire/s (with prior written approval/consent of Promoters) to do some works/install some different fittings/floorings etc. on their own within the said Premises and request Promoters not to do such work/install fittings/floorings etc. within the said Premises.

9.2 Blockade or Hindrance to Common Passages, Veranda or Terraces:

Purchaser(s) shall not use the said Premises in the manner, so as to cause blockade or hindrance to common passages, veranda or terraces. No common parts of the said Project will be used by Purchaser(s) for keeping/Chaining Pets/Animals, Birds or storage of cycles, motorcycles, waste/refuse, Shoe rack; nor the common passages shall be blocked in any manner.

9.3 Nuisance:

Purchaser(s) shall not be allowed to do any activity, which may be objected by the other residents, such as playing of high volume music, loudspeaker or any activity which spoils the decorum or decency or beauty of the Project including defacing of common walls, lifts or throwing or dumping of refuse/garbage, which could be subject to fine or penalties as per the laws of the land, as applicable from time to time.

9.4 Possession of Common Areas:

Purchaser(s) shall have no right to claim partition of the Said Property and/or Common Areas/Facilities and the said Premises is not divisible. The possession of Common Areas will always remain with

Promoters and is not intended to be given to Purchaser(s) except a limited right to user subject to payment of all charges. After formation of Said Organization, the common areas and amenities shall vest in the Said Organization.

ARTICLE 10

INDEMNITY

10.1 Special, Consequential or Indirect Loss:

Purchaser(s) acknowledges that Promoters shall not be liable to Purchaser(s) for any special, consequential or indirect loss arising out of this Agreement. Purchaser(s) further indemnifies Promoters of any damage caused to the said Premises/the said Project, while performing the alteration by him/her/them or his deputed personnel.

10.2 Abidance by Terms and Conditions:

Purchaser(s) hereby agree/s that he shall abide by the terms and conditions of this Agreement and the applicable laws and should there be any contravention or non-compliance of any of the provisions of this Agreement, Purchaser(s) shall be liable for such act, and if any loss is occasioned to Promoters, Purchaser(s) shall indemnify Promoters for such loss.

10.3 Furniture and Interior Decoration:

The Purchaser shall be required to seek specific permission from the Promoters for pre possession or post possession furniture and interior decoration activities, and such permission request shall contain plan of such furniture and Interior decoration activities and all the concerned technical specifications thereof along with name of contractor/s and their contact details. The Purchaser shall not be entitled to carry out any structural alterations or any other modifications of civil nature in the Said Premises without prior written permission of the Promoters. The Purchaser may be required to deposit certain security amount with the Promoters, quantum of which shall be determined by the Project Engineer of the Promoters based on nature of alteration and modifications. After completion of such furniture and Interior decoration activities, the Project Engineer of the Promoters shall verify the furniture and Interior decoration work. Upon satisfaction of having carried out the work strictly in consonance with the plans approved by the Promoters, the purchaser shall be entitled

to receive refund of security deposit. After formation of the Said Organization, the Purchaser shall be required to obtain previous permission for furniture activities from the Said Organization. The Purchaser shall be required to pay reimbursement of expenses incurred by the Promoters or Said Organization, as case may be, for rectifying the unauthorized construction/alterations, damage to the structure, other defects arising out of negligence or poor workmanship. The Purchasers shall also be responsible for rectifying the damage to the common areas during the course of furniture and interior decoration and movement of heavy goods in the Said Premises.

10.4 Further Covenants:

Purchaser(s) hereby covenant/s with Promoters to pay from time to time and at all times, the amounts which Purchaser(s) is liable to pay as agreed herein and to observe and perform all the covenants and conditions of booking and sale. Purchaser(s) hereby covenant/s to keep Promoters and its agents and representatives, estate and effects, indemnified and harmless against the said payments and observance and performances of the said covenants and conditions and also against any loss or damages that Promoters may suffer as a result of non-payment, non-observance or non-performances of the said covenants and conditions by Purchaser(s).

ARTICLE 11 INSPECTION

After handing over possession of the said premises by the Promoters in favour of the Purchaser(s), Promoters or its Authorized Representative shall have the right from time to time during the business hours and otherwise on any working day or on a holiday, with prior notice in writing to Purchaser(s), to enter upon the said Premises for the purpose of inspecting the services in the said Premises and for carrying out maintenance work in the said Premises.

ARTICLE 12
AGREEMENT FOR SALE

12.1 Stamp Duty and Registration Charges:

The stamp duty, registration fee/charges and other expenses in respect of this Agreement shall be paid by the Purchaser.

12.2 Prior Permission:

Purchaser(s) shall not assign, transfer, lease or part with possession of the said Premises without prior written permission of the Promoters. Purchaser(s) undertakes that he shall not divide/sub-divide/amalgamate the said Premises without the prior consent of Promoters.

ARTICLE 13
SETTLEMENT OF DISPUTES

13.1 Dispute Resolution:

Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

ARTICLE 14
NOTICE

14.1 No Obligation:

It is clearly agreed and understood by Purchaser(s) that it shall not be obligatory on the part of Promoters to send reminders regarding the payments to be made by Purchaser(s) as per the Payment Schedule or obligations to be performed by Purchaser(s) under the terms and conditions of this Agreement or any further document signed by Purchaser(s) with Promoters.

14.2 Communication Address:

Purchaser(s) shall get registered his/her/their communication address and email address with Promoters and it shall be the sole responsibility of Purchaser(s) to inform Promoters about all

subsequent changes, if any, in his/her/their e-mail address, postal address, by registered letter and also obtain a formal specific receipt of the same, failing which all communications/ letters posted at the first registered address/ postal address will be deemed to have been received by Purchaser(s) at the time, when those should ordinarily reach such address and he/ she shall be responsible for any default in payment and other consequences that might occur there from. In all communications, the reference of the said Premises must be mentioned clearly.

14.3 Communication Mode:

Promoters will communicate with Purchaser(s) mainly through official e-mail address. Purchaser(s) may communicate with Promoters using officially notified e-mail id All Notices/Letters of communication to be served on Purchaser(s) as contemplated by this Agreement shall be deemed to have been duly served, if sent to Purchaser(s) or to the Second Purchaser in case of more than one Purchaser at the postal address or official e-mail address given by Purchaser(s). However, any change in the address of Purchaser(s) shall be communicated to Promoters through registered post within 15 (Fifteen) days of such change. In case there are joint Purchasers all communication shall be sent by Promoters to Purchaser(s) whose name appears first, at the postal address/official e-mail address given by him for mailing and which shall for all purpose be considered as served to all Purchaser(s) and no separate communication shall be necessary to the other named Purchaser.

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

FIRST SCHEDULE ABOVE REFERRED TO:

(Said Property)

Final Plot no. 365/B admeasuring 5886 square meters out of Town Planning Scheme No. 1, (corresponding old Survey No. 236 Hissa no. 2 and Survey no. 226) along with 5 old buildings each comprising of Ground + 3 upper floors

in all having 96 tenements occupied by the 86 members lying, being and situate at Village Thane (Panchpakhadi), Taluka and District Thane, registration District and Sub-District Thane and within the limits of Thane Municipal Corporation being part of said Land described in the First Schedule hereinabove written

SECOND SCHEDULE ABOVE REFERRED TO:

(Said Premises)

ALL THE PIECES AND PARCELS of Residential Flat No. _____ admeasuring _____ sq. mtrs of RERA carpet area and _____sq. mtrs of enclosed balcony and _____ sq. mtrs. of Balcony and _____ sq. mtrs of AC ledge on _____ floor together with _____ no of Covered Parking Space in Building _____ of the Project "**Debonair Classic**".

THIRD SCHEDULE REFERRED TO HEREINABOVE

Description of the common area provided for the Project:-

Sr no.	Type of common Area provided	Date of Occupancy certificate	Date of handover for use	Size/area of common area provided
1	STP	30/04/2029	30/04/2029	1 STP OF 190 KLD
2	Fire fighting tank	30/04/2029	30/04/2029	BUILDING 1 - 2 LAKH LITRE & BUILDING 2 - 2 LAKH LITRE
3	Pump room	30/04/2029	30/04/2029	90 SQMTR APPROX

A) Facilities/amenities provided/to be provided within building including in the common area of the building:

Sr no.	Type of amenities facilities	Phase Name number	Date of Occupancy certificate	Date of Handing over society	Size Area of facilities	FSI Utilised/frees fsi
1	Fitness center	NA	30/04/2029	30/04/2029	40 SQMTR	FSI

2	Swimming pool	NA	30/04/2029	30/04/2029	170 SQMTR	NIL
3	Society office	NA	30/04/2029	30/04/2029	40 SQMTR	FSI
4	TELECOM ROOM	NA	30/04/2029	30/04/2029	21.35 SQMTR	FSI
5	CRECHE	NA	30/04/2029	30/04/2029	40 SQMTR	FSI

B) Facilities/amenities provided/to be provided within lay out and/or common area of the Layout:-

Sr no	Type of Facilities Amenities provided	Phase Name / number	Date of Occupancy certificate	Date of Handing Over to society	Size/ Area of amenities	FSI Utilised Free of FSI
1	Surface parking	NA	30/04/2029	30/04/2029	Stilt, podium 1, podium 2, podium 3, podium 4	NIL

C) The Size and the location of the facilities/amenities in the form of open space (RG/PG etc.) provided/to be provided within plot and/or within layout.

Sr no	Type of Open space(RG/PG) to be provided	Phase name/number	Size open space to be provided	Proposed date of availability for use	Proposed date of handing over to the common organisation
1	GROUND AREA	RG NA	627.61 SQMTR	30/04/2029	30/04/2029

D) Details and specifications of Lifts

Sr No.	Type of Lift (passenger/service/stretcher/goods/Fire)	Total No of Lifts Provided	Number of Passenger or carrying	Speed (mtrs/sec)
--------	---	----------------------------	---------------------------------	------------------

	Evacuation/any other		capacity in weight	
1	Building 1 - Passenger lift & Fire Lift	5	8 pax	1.75 mtr/second
2	Building 2 - Passenger lift & Fire Lift	4	8 pax	1.75 mtr/second

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

SIGNED SEALED AND DELIVERED)

Withinnamed 'PROMOTERS')

M/s. ANANT SQUARE DEVELOPERS

through Partners and Authorised signatories

1. MR. SACHIN C. MIRANI / MR. DHAVAL H. SAVLA

2. MR. GAURAV D. DEDHIA / MR. MANISH D. DEDHIA

In the presence of:)

1.

2.

SIGNED AND DELIVERED)

By the within named "**PURCHASER**")

_____)

In the presence of:)

1.

2.

R E C E I P T

RECEIVED of and from within named ALLOTTEE/PURCHASER the sum of Rs. _____/- (Rupees _____ only) being part payment of the agreed price/consideration as per detailed below.

SR.NO.	CHEQUE NO.	DATED	DRAWN ON BANK	AMOUNT

Rs. _____/-

**I/WE SAY RECEIVED,
For M/S. ANANT SQUARE DEVELOPERS**

**(Authorized Partner)
(PROMOTER)**