



BUILDERS & DEVELOPERS

SNEH MAKWELL LLP

*Once with us forever...!*

Ward No.  
Village Khidkali  
Flat Area \_\_\_\_\_ sq.mt. carpet  
Actual Value Rs. \_\_\_\_\_  
Market Value Rs. \_\_\_\_\_

### AGREEMENT FOR SALE

THIS AGREEMENT MADE AT THANE

ON THIS \_\_\_\_ DAY OF \_\_\_\_\_ 202\_\_

### BETWEEN

M/s. **Sneh Makewell LLP**, a limited liability partnership, registered under the provisions of Limited Liability Partnership Act, bearing registration No. AAH-2470 dated 29.08.2016, having its office at 01/B, Parasnath Darshan, Premier Road, Vidhyavihar (W), Mumbai - 400086 through its partner \_\_\_\_\_ hereinafter called and referred to as the **Promoter** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the its successors, executors, administrators and assigns) being the Party of the First Part;

A N D

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

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

WHEREAS Shri Anant Shripat Patil and others were the owners of all that piece and parcel of land lying, being and situate at village Khidkali, District Thane within the limits of Thane Municipal Corporation bearing

Survey No.	Hissa No.	Area (sq. mts.)
147	8	1830

**Sneh Makewell LLP**

*T. Chavhan*

Designated Partners

AND WHEREAS by and under an agreement dated 18.08.2006, the owner Anant Shripat Patil and others granted the said property to M/s Royal Galaxy, a partnership firm and the said agreement is registered at the office of Sub-Registrar of Assurances at Thane-3 under serial No. 5909/2006 on 19.08.2006 at and for the price/consideration and on the terms and conditions therein contained;

AND WHEREAS further by and under an agreement dated 25.12.2007, M/s Royal Galaxy, a partnership firm granted the said property to M/s Dynamic Buildtech Ltd. at and for the price/consideration and on the terms and conditions therein contained and the said agreement is lodged for registration by executing Deed of Confirmation on 06.11.2009 at the office of Sub-Registrar of Assurances at Thane-5 at serial No. 9743/2009 on 06.11.2009;

AND WHEREAS in terms of the said agreement, M/s Dynamic Buildtech Ltd. is well and sufficiently entitled to the said Property together with the right to develop the same and sell the flats and units therein constructed and to appropriate the sale proceeds thereof;

AND WHEREAS as the entire consideration stood paid to the Owners and M/s Royal Galaxy, a Deed of Conveyance under the directions of M/s Dynamic Buildtech Ltd. stood executed by the said owners Ananta Shripat Patil and others and M/s Royal Galaxy as well as Dynamic Buildtech Ltd. in favour of Shri Rajesh Prabhulal Velani viz. the Owner herein (being the nominee of M/s Dynamic Buildtech Ltd. ) on 29.09.2014 and the same is registered at the office of Sub-Registrar of Assurances under serial No. 9410/2014 on 30.09.2014 and in pursuance to said Deed of Conveyance the said property stood mutated in the name of the Shri Rajesh Prabhulal Velani as evident by mutation entry No. 1290 and even though the said property stood transferred in the name of the M/s Dynamic Buildtech Ltd. is well and sufficiently entitled to develop the said property.

AND WHEREAS out of the area admeasuring 1830 sq. metres an area admeasuring 280 sq. metres stood surrendered to Thane Municipal Corporation and accordingly and accordingly as per the Mutation Entry No. 1342 the name of Thane Municipal Corporation mutated to such area admeasuring 280 sq. metres as denoted by Survey No. 147/8-A and the remaining land admeasuring **1550 sq. metres** stood mutated in the name of Rajesh Prabhulal Velani being denoted by Survey No. **147/8-B** hereinafter called and referred to as the Property No.I.

AND WHEREAS Smt. Fashibai Ramchandra Patil and others were the owners of all that piece and parcel of land lying, being and situate at village Khidkali, District Thane within the limits of Thane Municipal Corporation bearing

Survey No.	Hissa No.	Area (sq. mts.)
148	2	7160

AND WHEREAS by and under an agreement dated 29.05.2007, the owner Smt. Fashibai Ramchandra Patil and others granted the said property to M/s Royal Galaxy, a partnership firm and the said agreement is registered at the office of Sub-Registrar of Assurances at Thane-3 under serial No. 3741/2007 on 29.05.2007 at and for the price/consideration and on the terms and conditions therein contained;

AND WHEREAS further by and under an agreement dated 31.12.2009 registered at the office of Sub-Registrar of Assurances at Thane-1 under serial No. 1071/2010 on 04.02.2010 made and executed between Smt. Fashibai Ramchandra Patil and others as owners, Baburao Shantaram Mhatre as Confirming Party No. I and M/s Royal Galaxy, a partnership firm as Confirming Party No. II and M/s Dynamic Buildtech Ltd. viz. the Promoter herein as the Purchaser, the Promoter herein agreed to acquire the said property at and for the price/consideration and on the terms and conditions therein contained and in pursuance thereof the said owners and Confirming Party also executed Power of Attorney in favour of the Promoter herein and the same is registered at the office of Sub-Registrar of Assurances at Thane-1 under serial No. 1073/2010 on 04.02.2010;

AND WHEREAS further by and under a Deed of Conveyance dated 04.02.2010 registered at the office of Sub-Registrar of Assurances at Thane-1 under serial No. 1072 /2010 on 04.02.2010 made and executed between Smt. Fashibai Ramchandra Patil and others as owners, Baburao Shantaram Mhatre as Confirming Party No. I and M/s Royal Galaxy, a partnership firm as Confirming Party No. II and M/s Dynamic Buildtech Ltd. as the Purchaser, the said M/s Dynamic Buildtech Ltd. acquired the said property and in pursuance to said Deed of Conveyance the said property stood mutated in the name of the M/s Dynamic Buildtech Ltd. as evident by mutation entry No. 1303.

AND WHEREAS out of the area admeasuring 7160 sq. metres an area admeasuring 530 sq. metres stood surrendered to Thane Municipal Corporation and accordingly and accordingly as per the Mutation Entry No. 1344 the name of Thane Municipal Corporation mutated to such area admeasuring 530 sq. metres as denoted by Survey No. 148/2-A and the remaining land admeasuring **6630 sq. metres** stood mutated in the name of Dynamic Buildtech Limited being denoted by Survey No. **148/2-B** hereinafter called and referred to as the Property No. II.

AND WHEREAS Smt. Ashabai Gurnath Warekar and others were the owners of all that piece and parcel of land lying, being and situate at

village Khidkali, District Thane within the limits of Thane Municipal Corporation bearing

Survey No.	Hissa No.	Area (sq. mts.)
200	3	4910

AND WHEREAS by and under an agreement dated 29.05.2007, the owner Smt. Ashabai Gurnath Warekar and others granted the said property to M/s Royal Galaxy, a partnership firm and the said agreement is registered at the office of Sub-Registrar of Assurances at Thane-3 under serial No. 3742/2007 on 29.05.2007 at and for the price/consideration and on the terms and conditions therein contained;

AND WHEREAS further by and under an agreement dated 19.03.2010 registered at the office of Sub-Registrar of Assurances at Thane-1 under serial No. 2341/2010 on 19.03.2010 made and executed between Smt. Ashabai Gurnath Warekar and others as owners and M/s Royal Galaxy, a partnership firm as Confirming Party and M/s Dynamic Buildtech Ltd. as the Purchaser, M/s Dynamic Buildtech Ltd. agreed to acquire the said property at and for the price/consideration and on the terms and conditions therein contained and in pursuance thereof the said owners and Confirming Party also executed Power of Attorney in favour of the M/s Dynamic Buildtech Ltd. and the same is registered at the office of Sub-Registrar of Assurances at Thane -1 under serial No. 2342/2010 on 19.03.2010;

AND WHEREAS further by and under a Deed of Conveyance dated 15.09.2011 registered at the office of Sub-Registrar of Assurances at Thane-5 under serial No. 8477 /2011 on 15.09.2011 M/s Dynamic Buildtech Ltd. acquired the said property as evident by mutation entry No. 1305

AND WHEREAS out of the area admeasuring 4910 sq. metres an area admeasuring 10 sq. metres, 2470 sq. metres and 2060 sq. metres thus totally admeasuring 4540 sq. metres stood surrendered to Thane Municipal Corporation and accordingly and accordingly as per the Mutation Entry No. 1344 the name of Thane Municipal Corporation mutated to such area admeasuring 10 sq. metres as denoted by Survey No. 200/3-A, 2470 sq. metres as denoted by Survey No. 200/3-C and 2060 sq. metres as denoted by Survey No. 200/3-D and the remaining land admeasuring **370 sq. metres** stood mutated in the name of Dynamic Buildtech Limited being denoted by Survey No. **200/3-B** hereinafter called and referred to as the Property No.III.

AND WHEREAS Shri Bala Rama Patil is the owner of all that piece and parcel of land lying, being and situate at village Khidkali, District Thane within the limits of Thane Municipal Corporation bearing

Survey No.	Hissa No.	Area (sq. mts.)
147	11	1470

AND WHEREAS by and under an agreement dated 05.12.2006, the said owner Bala Rama Patil granted the said property to M/s Royal Galaxy, a partnership firm and the said agreement is registered at the office of Sub-Registrar of Assurances at Thane-3 under serial No. 8768/2006 on 05.12.2006 at and for the price/consideration and on the terms and conditions therein contained and in pursuance thereof the said owner also executed Power of Attorney in favour of M/s Royal Galaxy and the same is registered at the office of Sub-Registrar of Assurances at Thane-3 under serial No. 8770/2006 on 05.12.2006;

AND WHEREAS further by and under an agreement dated 25.12.2007 M/s Royal Galaxy, a partnership firm granted the said property to M/s Dynamic Buildtech Ltd. at and for the price/consideration and on the terms and conditions therein contained and the said agreement is lodged for registration by executing Deed of Confirmation on 06.11.2009 at the office of Sub-Registrar of Assurances at Thane-5 at serial No. 9743/2009 on 06.11.2009;

AND WHEREAS the entire area admeasuring 1470 sq. metres as acquired hereinabove stood surrendered to Thane Municipal Corporation and accordingly and accordingly as per the Mutation Entry No. 1345 the name of Thane Municipal Corporation mutated to such area.

AND WHEREAS Shri Hira Rama Mhatre and others were the owners of all those pieces and parcels of land lying, being and situate at village Khidkali, District Thane within the limits of Thane Municipal Corporation bearing

Survey No.	Hissa No.	Area (sq. mts.)
147	9	450
147	10	910

AND WHEREAS by and under an agreement dated 08.02.2010, the owner Hira Rama Mhatre and others granted the said property to M/s Dynamic Buildtech Ltd. and the said agreement is registered at the office of Sub-Registrar of Assurances at Thane-1 under serial No. 1158/2010 on 08.02.2010 at and for the price/consideration and on the terms and conditions therein contained and in pursuance thereof the said owners have also executed Power of Attorney in favour of M/s Dynamic Buildtech Ltd. and the same is registered at the office of Sub-Registrar of Assurances at Thane-1 under serial No. 1159/2010 on 08.02.2010;

AND WHEREAS further by and under a Deed of Conveyance dated 01.03.2011 registered at the office of Sub-Registrar of Assurances at Thane-5 under serial No. 1948/2011 on 01.03.2011 M/s Dynamic Buildtech Ltd. acquired the said property.

AND WHEREAS the land bearing Survey No.147/9 admeasuring 150 sq. metres and 300 sq. metres thus totally admeasuring 450 sq. metres stood surrendered to Thane Municipal Corporation and accordingly as per the Mutation Entry No. 1343 the name of Thane Municipal Corporation stood mutated to such area and further out of Survey No. 147/10 totally admeasuring 910 sq. metres an area admeasuring 60 sq. metres and 820 sq. metres thus totally admeasuring 880 sq. metres stood surrendered to Thane Municipal Corporation and accordingly as per the Mutation Entry No. 1343 the name of Thane Municipal Corporation stood mutated to such area as denoted by Survey No. 147/10A and the remaining land admeasuring **30 sq. metres** stood mutated in the name of Hira Rama Mhatre being denoted by Survey No. **147/10-C** hereinafter called and referred to as the Property No.IV.

AND WHEREAS M/s Dynamic Buildtech Ltd. by and under Declaration cum Indemnity Bond dated 28.01.2015 read with Rectification Deed dated 05.04.2016 handed over the land admeasuring 3489.26 sq. meters being affected by Garden Reservation Site No.4 to the Thane Municipal Corporation as under:

Survey No.	Hissa No.	Area (sq. mts.)
147	11	1427.93
200	3	2061.33
	<b>Total →</b>	<b>3489.26</b>

and the said Declaration cum Indemnity Bond is registered at the office of Sub-Registrar of Assurances at Thane-5 under serial No. 1038/2015 on 29.01.2015 and 4436/2016 on 05.04.2016;

AND WHEREAS M/s Dynamic Buildtech Ltd. by and under Declaration cum Indemnity Bond dated 28.01.2015 read with Rectification Deed dated 05.04.2016 handed over the land admeasuring 3320.24 sq. meters being affected by 60 meter wide D.P. Road, 30 meter wide D.P. Road and 12 meter wide Service Road to the Thane Municipal Corporation as under:

Survey No.	Hissa No.	Area (sq. mts.)
147	8	274.62
147	11	42.07
148	2	525.56
200	3	2477.99
	<b>Total →</b>	<b>3320.24</b>

and the said Declaration cum Indemnity Bond is registered at the office of Sub-Registrar of Assurances at Thane-5 under serial No. 1040/2015 on 29.01.2015 and 4435/2016 on 05.04.2016;

AND WHEREAS M/s Dynamic Buildtech Ltd. by and under Declaration cum Indemnity Bond dated 12.12.2015 handed over the land admeasuring 212.04 sq. meters being affected by 30 meter wide D.P. Road to the Thane Municipal Corporation as under:

Survey No.	Hissa No.	Area (sq. mts.)
147	9	149.84
147	10	62.20
<b>Total →</b>		<b>212.04</b>

and the said Declaration cum Indemnity Bond is registered at the office of Sub-Registrar of Assurances at Thane-5 under serial No. 12733/2015 on 14.12.2015;

AND WHEREAS M/s Dynamic Buildtech Ltd. by and under Declaration cum Indemnity Bond dated 12.12.2015 handed over the land admeasuring 1120.01 sq. meters being affected by 30 meter wide D.P. Road to the Thane Municipal Corporation as under:

Survey No.	Hissa No.	Area (sq. mts.)
147	9	300.38
147	10	819.63
<b>Total →</b>		<b>1120.01</b>

and the said Declaration cum Indemnity Bond is registered at the office of Sub-Registrar of Assurances at Thane-5 under serial No. 12735/2015 on 14.12.2015;

AND WHEREAS further by and under the Agreement for Development dated 26.10.2016 the M/s Dynamic Buildtech Ltd. granted the above referred properties totally admeasuring 16730 sq. metres for development along with the benefits of the sanctioned plans and permissions to the Promoter herein and in pursuance thereof also granted the Power of Attorney in favour of the Promoter herein and the said Agreement and Power of Attorney are registered at the office of Joint Sub-Registrar of Assurances at Thane - 5 under serial No. TNN-5-12119/2016 and TNN-5-12120/2016 respectively;

AND WHEREAS Smt. Changunabai Motiram Patil and others by and under the Agreement dated 14.09.2009 registered at the office of Sub-Registrar of Assurances at Thane- under Sr.No. 5255/2009 agreed to sell the said property being all that piece and parcel of land lying, being and situate at village Khidkali, District Thane within the limits of Thane Municipal Corporation bearing

Survey No.	Hissa No.	Area (sq. mts.)
148	1A	1000

to M/s. Dynamic Buildtech Limited and in pursuance thereof have also granted the power of attorney in favour of M/s. Dynamic Buildtech Limited and the same is also registered at the office of Sub-Registrar of Assurances at Thane- under Sr.No. 5256/2009 hereinafter called and referred to as the "**Property V**" for the sake of brevity;

AND WHEREAS further by and under a Deed of Conveyance dated 20.05.2011 registered at the office of Sub-Registrar of Assurances at Thane-2 under serial No. 5590/2011, the Owners Smt. Changunabai Motiram Patil and others conveyed the said property in favour of M/s. Dynamic Buildtech Limited.

AND WHEREAS further by and under Deed of Conveyance dated 25.11.2014 registered at the office of Sub-Registrar of Assurances at Thane-5 under serial No.11100/2014, the said property stood conveyed in favour of Shri Rajesh Prabhulal Velani and in pursuance thereof the Owners along with M/s. Dynamic Buildtech Limited granted the power of attorney in favour of Shri Rajesh Prabhulal Velani and the same is also registered at the office of Sub-Registrar of Assurances at Thane-5 under Sr.No. 11103/2014.

AND WHEREAS further by and under the Agreement for Development dated 05.07.2017 the M/s Dynamic Buildtech Ltd. and Shri Rajesh Prabhulal Velani granted the above referred Property No.V for development along with the benefits of the sanctioned plans and permissions to the Promoter herein and in pursuance thereof also granted the Power of Attorney in favour of the Promoter herein and the said Agreement and Power of Attorney are registered at the office of Joint Sub-Registrar of Assurances at Thane-5 under serial No. TNN-5-7963/2017 and TNN-5-7965/2017 respectively;

AND WHEREAS as recited hereinabove the promoter is well and sufficiently entitled to all those pieces and parcels land totally admeasuring 17730 sq. metres and presently the same is denoted in the records of right as under

Sr.No.	S. No./H.No.	Area (sq. mts.)	Name
1	147/8A	280	Thane Municipal Corporation
	147/8B	1550	Rajesh Prabhulal Velani
2	<b>147/9A</b>	<b>150</b>	Thane Municipal Corporation
	<b>147/9B</b>	<b>300</b>	Thane Municipal Corporation
3	<b>147/10A</b>	<b>60</b>	Thane Municipal Corporation

	<b>147/10B</b>	<b>820</b>	Thane Municipal Corporation
	<b>147/10C</b>	<b>30</b>	Hiralal R. Mhatre & ors
4	147/11A	1430	Thane Municipal Corporation
	147/11B	40	Thane Municipal Corporation
5	<b>148/1A</b>	<b>1000</b>	Rajesh Prabhulal Velani
6	148/2A	530	Thane Municipal Corporation
	148/2B	6630	Dynamic Buildtech Ltd.
7	200/3A	10	Thane Municipal Corporation
	200/3B	370	Dynamic Buildtech Ltd.
8	200/3C	2470	Thane Municipal Corporation
	200/3D	2060	Thane Municipal Corporation
	<b>Total →</b>	<b>17730</b>	

**AND WHEREAS** after deducting the land acquired by Thane Municipal Corporation to the extent to 8150 sq. metres the net land remains 9580 sq. metres.

AND WHEREAS the said property forms an integral part of non agricultural use vide permission granted by the Collector, Thane under No. Mahasul /K-1 /T-1 /Mouje Khidkali/ NAP /SR-30 /2014 dated 24.11.2014 in respect of Survey No. 147/8, 147/11, 148/2, 200/3 and Order No. Mahasul K-1/T-1/Vinischiti/SR-132/2015 dated 12.04.2016 in respect of land bearing Survey No.147/9, 147/10 and 148/1A stands converted to non agricultural use under the sanad granted by the Tahsildar, Thane bearing No. Mahasul / K-1 / T-2 / Jaminbab / KAVI-6076 / Sanad / SR-44 / 2024 / 953 dated 12.06.2024;

AND WHEREAS the Promoter in pursuance to the sanction granted by the Thane Municipal Corporation under certificate No. 2510 V.P. No. S10/ 0006/ 08/ TMC /TDD /1540/15 dated 31.10.2015 read with revised sanction under certificate No. 3568 V.P. No. S10/ 0006/ 08/ TMC /TDD /2393/17 dated 14.11.2017 and also further revised under certificate No. 3568 V.P. No. S10/ 0006/ 08/ TMC /TDD /3450/20 dated 28.08.2020 have completed the construction work of Building No.2 (Wing B) and Building No.3 (Wing C) each comprising of Stilt and upper twenty four floors and obtained the completion / occupation certificate from the Thane Municipal Corporation under certificate bearing No. TMC/TDD/OCC/1068/22 dated 15.02.2022;

AND WHEREAS the Promoter have further submitted the revised plans for sanction and approval and the Thane Municipal Corporation under its Certificate bearing No. VP No.S-10/ 0006/ 08/TMCB/TDD/0126/(p/c)2024/AutoDCR dated 30.04.2024 granted the amended sanction for construction of

- i. Building 1 (Wing A) Ground (pt)/ST(pt) plus first to sixteen floor (pt)
- ii. Building 4 (Wing D, E, F) Stilt plus first to seventh floor
- iii. Building 4 (Wing G) St plus first to second floor (podium) plus third to seventh floor
- iv. Club House – ground (pt) / stilt (pt) plus first floor

AND WHEREAS the promoter has presently intended to commence the construction work of

- i. Building 4 (Wing D, E, F) Stilt plus first to seventh floor
- ii. Building 4 (Wing G) St plus first to second floor (podium) plus third to seventh floor
- iii. Club House – ground (pt) / stilt (pt) plus first floor

AND WHEREAS the Promoters have disclosed that they have availed the credit facilities from Aditya Birla Finance Limited against creation of the charge and mortgage of the said property by executing Deed of Mortgage dated 06.10.2021 registered at the office of Joint Sub-Registrar of Assurances at Thane – 1 under serial No. TNN-1-13133/2021 and obtained construction finance for the project by mortgaging the project land and as per the terms of the loan agreement, the Promoter has to procure the no objection certificate to every transaction in the project.

AND WHEREAS the Promoter has specifically brought to the notice of Purchaser/s that Promoter herein is going to use and utilize Transferable Development Rights, Staircase Floor Space Index and/or any other Floor Space Index as may be permitted on the said property or any part thereof as per the Development Control Rules and Regulations as permitted by Thane Municipal Corporation and accordingly necessary revised permission will be obtained in due course, whereby said Building/s on said property may stand changed, altered or modified and / or further due to change in the reservation policy or modification therein, the areas of reservations may be re-aligned, shifted, modified or deleted and accordingly the such land can also be available for construction of buildings thereon and further if there is any increase in the floor space index by way of grant of additional potentiality therein, incentives and benefits under any scheme of government, semi-government or municipal authorities, the Promoter shall avail, procure, use, utilize and consume the same on the said property or any part

thereof or on any adjacent lands as the Promoter may deem fit and proper without any benefits thereto to the Purchaser.

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

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals, disclosures, further expansions and future development as mentioned hereinabove which is clearly and elaborately brought to the notice and knowledge of the Purchaser herein.

AND WHEREAS there are certain flats reserved for allotment to MHADA Allottees, the Konkani Housing and Area Development by its offer letter dated \_\_\_\_\_ has nominated the Allottee herein for allotment of Premises No. \_\_\_\_\_ on \_\_\_\_\_ Floor, admeasuring \_\_\_\_\_ Sq.Mt. carpet in Building No. \_\_\_\_\_ (\_\_\_\_\_) in the scheme of construction known as "Dynamic Crest" (herein after referred to as the said "premises") being constructed on the said property described in the First Schedule hereunder written at and for the consideration and on the terms and conditions therein contained.

OR

AND WHEREAS relying upon the above recitals and disclosures and the scope of further amalgamation and future development being understood by the Purchaser to which the Purchaser has granted his/her consent, the Purchaser is offered a flat /shop bearing No. \_\_\_\_\_ on \_\_\_\_\_ floor, admeasuring \_\_\_\_\_ sq.mt. carpet plus open terrace of \_\_\_\_\_ sq.mt as well as the right to use the cupboard areas as well as the balconies areas to be enclosed in Building No. \_\_\_\_\_ known as \_\_\_\_\_ Wing \_\_\_\_\_ in the scheme of construction known as **Dynamic Crest** (herein after referred to as the said "premises") being constructed on the said property described in the First Schedule hereunder written.

AND WHEREAS the Purchaser after going through the entire disclosures, the future course of expansion and development and also verifying the site of the building and the work of construction and its progress thereof, the site of infrastructural and recreational facilities and amenities and nature and scope thereof and after being satisfied about the same has agreed to enter into this agreement and further shall not raise any objection, claim, demand or action in respect of the additions, modifications, changes and / or further alterations in the scheme of construction as may be permitted the concerned town planning authorities from time to time.

AND WHEREAS the Promoter has disclosed that they shall carry out the construction work of the **Building 1 (Wing A) Ground (pt)/ST(pt) plus first to sixteen floor (pt) along with further additions therein if permitted by the Thane Municipal Corporation in due course .**

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

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

AND WHEREAS the Promoter has obtained the certificate of the registration under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 in respect of Building No. 2 and 3 under No. P51800001460 dated \_\_\_\_\_

AND WHEREAS the Promoter has obtained the certificate of the registration under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 in respect of Building No. 4 (wing D, E, F and G) and Club House under No. \_\_\_\_\_ dated \_\_\_\_\_.

AND WHEREAS the Promoter are entitled to sell and transfer the unsold flats in the constructed building No. 2 and 3 as well as the flats to be constructed in Building 4 Wing D, E, F and G.

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

(hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of records of right or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C-1.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure C-2.

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

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

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

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

AND WHEREAS the Purchaser has applied to the Promoter for allotment of Flat / Shop being No. \_\_\_\_\_ on \_\_\_\_\_ floor in Building No. \_\_\_\_\_ known as \_\_\_\_\_ Wing \_\_\_\_\_ of the scheme of construction

known as **Dynamic Crest** being constructed on the said property described in the Schedule hereunder written being the said premises.

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

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

AND WHEREAS, prior to the execution of these presents the Purchaser has paid to the Promoter a sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only), being part payment of the sale consideration of the premises agreed to be sold by the Promoter to the Purchaser as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Purchaser has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

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

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

1. The Promoter has completed the construction of Building No.2 (Wing B) and Building No.3 (Wing C) and has obtained the Occupancy Certificate from the Thane Municipal Corporation under No. TMC/TDD/OCC/1008/22 dated 15.02.2022 and the construction of Building No.4 (Wing D, E F and G) is in process and the Promoter shall construct the said building/s presently as per the sanctioned plans and permissions on the said property

described in the Schedule hereunder written in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the premises of the Purchaser except any alteration or addition required by any Government authorities or due to change in law.

- 1(a) (i) The Allottee/s hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Allottee/s, the premises being Flat / Shop No. \_\_\_\_\_ on \_\_\_\_\_ floor, admeasuring \_\_\_\_\_ sq.mt. carpet plus open terrace of \_\_\_\_\_ sq.mt as well as the right to use the cupboard areas as well as the balconies areas to be enclosed in Building No. \_\_\_\_\_ known as \_\_\_\_\_ Wing \_\_\_\_\_ of the scheme of construction known as **Dynamic Crest** (herein after referred to as the "said premises") being constructed on the said property as shown in the Floor plan annexed hereto for the price / consideration of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.
- (ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garages/covered parking spaces bearing Nos \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. ft. having \_\_\_\_\_ ft. length x \_\_\_\_\_ ft. breath x \_\_\_\_\_ ft. vertical clearance and situated at Basement and/or stilt and /or \_\_\_\_\_ podium being constructed in the layout for the consideration of Rs. \_\_\_\_\_/-
- (iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. ft. having \_\_\_\_\_ ft. length x \_\_\_\_\_ ft. breath x \_\_\_\_\_ ft. vertical clearance and situated at \_\_\_\_\_ Basement and/or stilt and /or podium being constructed in the layout for the consideration of Rs. \_\_\_\_\_.

(iv) The Allottee declares that he is not interested and do not intend to have any allotment of parking slot / spaces in the layout / scheme of construction.

1(b) The total aggregate consideration amount for the said Premises including garages/covered parking spaces is, thus Rs.\_\_\_\_\_.

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_) and shall be deposited in RERA Designated Master Bank Account,

Ac Name : \_\_\_\_\_

A/C No : \_\_\_\_\_

IFSC Code : \_\_\_\_\_

Branch : \_\_\_\_\_

situated at \_\_\_\_\_.

In addition to the above bank account, The Promoter have opened in the same bank, RERA Designated Collection Bank Account, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. \_\_\_\_\_ and \_\_\_\_\_ respectively.

The Allottee hereby agrees to pay to that Promoter the said balance amount in following manner:-

- i. Amount of Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_ Only) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement
- ii. Amount of Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_ Only) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Premises is located.
- iii. Amount of Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_ Only) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including

podiums and stilts of the building or wing in which the said Premises is located.

- iv. Amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Premises.
- v. Amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Premises.
- vi. Amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Premises is located..
- vii. Amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Premises is located.
- viii. Balance Amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) against and at the time of handing over of the possession of the said Premises to the Allottee on or after receipt of occupancy certificate or completion certificate.

It is hereby agreed that the time for payment of each of the aforesaid installment of the consideration amount shall be essence of contract. All the above respective payments shall be made within **15** days of the Promoter sending a demand notice to the Allottee/s, calling upon him/her to make payment of the same or via SMS Service, Email and this will be sufficient discharge to the Promoter.

- 1(d) The Total Price above excludes all Property Taxes, Goods and services Tax, Land Revenue, Non Agricultural Taxes, Other Taxes (Municipal/ State/Federal) and /or other statutory duties (as and when applicable), levies, cesses, charges, deposits, premiums, duties imposed by the statutory authorities, stamp duty, registration charges, maintenance charges, layout maintenance charges and other outgoings by any other name in respect of and applicable to the said property project, building, office and shop existing on or Allotment / Request for Allotment, whether payable now and/or in future and / or those which is/are sub-judice, including interest and penalties thereon, including those which may become enforceable retrospectively and computed as per laws/ rules/ regulations, and shall be to the account and liability of and borne and paid by the Allottee/s alone, without any delay/protest, including if such amounts are proposed to be deposited by the Promoter in fixed deposits, if such claims are sub-judice.
- 1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/ Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.
- 1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @\_\_ % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

- 1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, 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 Allottee/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.
- 1(h) The Allottee/s authorizes the Promoter to adjust/ appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object / demand / direct the Promoter to adjust his/her/their payments in any manner.
- 1(i) The Total Consideration amount for the Apartment shall be subject to deduction of TDS at applicable rates. In case the provisions of section 194 IA of the Income Tax Act 1961 or as amendment from time to time are applicable, the Allottee is required to deposit 1% of Total Consideration, wherever applicable, as tax deducted at source (TDS) with Government of India. The Allottee shall be liable to pay entire TDS on the Total Consideration within 30 days from the payment of Stamp Duty & Registration Fees of the Allottee(s) unit. The copy of the TDS certificate shall be submitted by the Allottee to the Promoter within 15 days from the date of making payment of TDS. Non-submission of TDS certificate within stipulated timeline shall be construed as default in the payment by the Allottee(s).
- 1(j) It is also agreed that the Purchaser/s shall be solely responsible to ensure timely disbursement of the installments towards

consideration from the Lender. Any delay in receiving the installment from the Purchaser/s or the Lender for any reason whatsoever will entitle the Promoter to charge interest at the Interest Rate of the State Bank of India Highest Marginal Cost of Lending Rate plus 2% and for continued default beyond a period of 30 days penal interest rate as charged by SBI shall be payable in addition to the aforesaid rate on the principal and interest amount due, till such time that the payments are made.

- 1(k) It is specifically agreed that the amount received by Promoter will be first appropriated towards interest receivable by the Promoter. The interest so payable by customer to promoter should be subject to extra GST at applicable rate.
- 1(l) Provided that, payment of interest shall not save the termination of this agreement by the Promoter on account of any default/breach committed by the Purchaser/s in payment of any outstanding amount and/or on account of any default/breach committed by the Purchaser/s of any of the terms and conditions herein contained.

Note: Each of the instalments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building /wing.

- 2.1) The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Premises to the Allottee/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Premises.
- 2.2) Time is essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the said premises to the Allottee/s and the common areas to the association of the Purchasers cooperative society or condominium of premises owners or any corporate body after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the

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

The Allottee agrees to pay the Promoter interest calculated, at the rate of the highest marginal cost of lending as declared by State Bank of India as increased by two per cent, on all the amounts which become due and payable by the Allottee/s to the Promoter under this agreement for the period from the due date of payment till the date of the actual payment thereof.

The Allottee shall be entitled to avail loan from a bank/financial institution and to mortgage the said premises by way of security for repayment of the said loan to such bank/financial institution, with the prior written consent of the Promoter. The Promoter shall be entitled to refuse / revoke the permission to the Allottee for availing any such loan and for creation of any such mortgage/charge in the event the Allottee has/have defaulted in making payment of the sale price and/or other amount wise payable by the Allottee under this Agreement.

All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the said premises, servicing and repayment of the said loan and any default with respect of the said loan and /or the mortgage of the said premises, shall be solely and exclusively borne and incurred by the Allottee. The Promoter shall not be liable to incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage.

In case the Allottee entered into any loan/financing arrangement with any bank/financial institution, such bank/ financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement as per the demand letter from the Promoter. The Promoter shall have a first and prior charge on the said premises with respect to any amounts due and payable by the Allottee to the Promoter under this Agreement.

The Agreement and contract pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoter in any manner.

- 3) The Promoter hereby declares that the Floor Space Index (FSI) available as on date in respect of the entire project land comprising of four buildings is **22229.12** square meters and the Promoter have brought to the notice and knowledge of the Allottee herein that the Promoter has intended to avail the additional floor space index, increases and incentives in floor space index under the provisions of the Unified Development Control and Promotion Regulation and further the additional floor will be availed on the said sanctioned building and have planned to utilize Floor Space Index as applicable to the extent permitted under Unified Development Control and Promotion Regulation thereby availing the transferable development rights or floor space index available on payment of premiums or floor space index available as incentive floor space index by implementing various scheme as mentioned in the Unified Development Control and Promotion Regulation or based on expectation of increased floor space index and accordingly the Promoter expect the transferable development rights to the maximum extent as may be available in future on the said property including the future expansion as well as any increases and incentives therein which are applicable to the said Project from time to time. The Promoter have thus disclosed the proposed Floor Space Index to be utilized by him on the project land in the said Project/Building and Allottee/s has/have agreed to purchase the said Premises based on the proposed construction and sale of Premises to be carried out by the Promoter by utilizing the proposed floor space index and on the understanding that the declared proposed floor space index shall belong to Promoter only and the Promoter will have the sole and absolute right to use, utilise, sell and transfer the generated floor space index and / or any unconsumed floor space index to any intending person as the case may be and / or to utilise the same on the said property as permitted by the Thane Municipal Corporation.
- 4.1) If the Promoter fails to abide by the time schedule for completing the project and handing over the said premises to the Allottee/s,

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

- 4.2) Without prejudice to the right of Promoter to charge interest in terms of sub clause 4.1 and 1(j) above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/ her proportionate share of taxes levied by concerned local authority and other outgoing-) and on the Allottee/s committing three defaults of payment of installments, the Promoter shall at their own option, may terminate this Agreement :

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee/s, by Registered Post AD at the address provided by the Allottee/s and mail at the e-mail address provided by the Allottee/s in this Agreement, of his/her/their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter to the extent of 20% of value of the Agreement) within a period of thirty days of the termination, the installments of sale consideration of the Premises which may till then have been paid by the Allottee/s to the Promoter and the Promoter herein shall be entitled to deal with the said apartment with any prospective buyers. Delay in

issuance of any reminder/s or notices from the Promoter shall not be considered as waiver of Promoter absolute right to terminate this agreement.

- 5) The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoter in the said building and the Premises as are set out in annexure annexed hereto.
- 6) The Promoter shall give possession of the said premises to the Allottee/s on or before \_\_\_\_\_. If the Promoter fails or neglects to give possession of the Premises to the Allottee/s on account of reasons beyond their control and of their agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee/s the amounts already received by him in respect of the Premises with interest at the same rate as may mentioned in the clause 4.1 & 1(j) herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

The Allottee/s shall take possession of the said premises within 15 days of the written notice from the Promoter to the Allottee/s intimating that the said premises is ready for use and occupancy.

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

- i) War, civil commotion or Act of God;
  - ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- 7.1) **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee/s as per the agreement shall offer in writing the possession of the said premises to the Allottee/s in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the Promoter shall give possession of the said premises to the Allottee/s. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of

fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoter or association of Purchasers, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the occupancy certificate of the Project.

- 7.2) The Allottee/s shall take possession of the said premises within 15 days of the written notice from the Promoter to the Allottee/s intimating that the said Premises are ready for use and occupancy:
- 7.3) Failure of Allottee/s to take Possession of the said premises from the Promoter as per Clause 7.1; Upon receiving a written intimation from the Promoter, the Allottee/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 Allottee/s. In case the Allottee/s fails to take possession within the time provided herein in Clause 7.2 such Allottee/s shall continue to be liable to pay the unpaid and balance consideration, the interest thereon, maintenance charges, statutory taxes and levies as applicable along with the interest and penalties thereon.
- 7.4) If within a period of five years from the date of intimation of possession as per clause 7.1 for handing over of the said premises to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the Premises or the building in which the Premises are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at their own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

It is further clarified that the Promoter shall not be liable for defect liability due to wear and tear and/or defect caused due to Allottee/s and/or other allottees carrying out any alterations and

modifications in their premises which may result in seepage of the water and/or any damages to the structure and if such works are carried out without the written consent of the Promoter, the defect liability automatically shall become void.

- 8) The Allottee/s shall use the said premises or any part thereof or permit the same to be used only for purpose of which it is sanctioned and approved by the municipal authorities.
- 9) The Allottee/s along with other Allottee(s) of premises in the building shall join in forming and registering the cooperative society or condominium of premises owners or any corporate body to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and /or membership and the other papers and documents necessary for the formation and registration of the cooperative society or condominium of premises owners or any corporate body and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee/s, so as to enable the Promoter to register the common organization of Purchasers. No objection shall be taken by the Allottee/s if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

The Promoter shall take into consideration the factual aspect as regards the administration, management of day to day affairs of the constructed and completed building and shall form a time frame policy for formation and registration of the cooperative society or condominium of premises owners or any corporate Body and till such time shall call upon the purchasers who have acquired the office, shops and units to form an ad-hoc committee for carrying out the day to day administration and management of the said building in which the said premises is situated and shall render their sincere and utmost cooperation to such ad-hoc committee till the formation and registration of the cooperative

society or condominium of premises owners or any corporate body

- 9.1) The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.
- 9.2) The Promoter shall, within three months of registration of the cooperative society or condominium of premises owners or any corporate body, as aforesaid and shall cause the Owners to transfer to such entity the right, title and the interest of the Owner in the project land on which the building is situated.
- 9.3) Within 15 days after notice in writing is given by the Promoter to the Allottee/s that the Premises is / are ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Premises) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the cooperative society or condominium of premises owners or any corporate body is formed and the said structure of the building/s or wings is transferred to it, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee/s further agrees that till the Allottee's share is so determined the Allottee/s shall pay to the Promoter provisional monthly contribution of requisite charges at Rs. \_\_\_\_\_ per sq.ft. carpet per + GST (if Applicable) month towards the outgoings. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the cooperative society or condominium of premises owners or any corporate body as

aforesaid. On such conveyance/ assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the cooperative society or condominium of premises owners or any corporate body as the case may be.

- 10) The Allottee/s shall pay to the Promoters requisite costs on demand -
- (i) for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
  - (ii) for formation and registration of the Society or Limited Company/Federation/ Apex body.
  - (iii) for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body
  - (iv) for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
  - (v) For Deposit towards Water, Electric, and other utility and services connection charges &
  - (vi) for deposits of electrical receiving and Sub Station provided in Layout
- 11) The Allottee/s shall pay the requisite costs on demand by the promoters for meeting all legal costs, charges, incidental expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said cooperative society or condominium of premises owners or any corporate body and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
- 12) At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee/s shall pay to the Promoter, the Allottees' share of stamp duty, registration payable, by the said cooperative society or condominium of premises owners or any corporate body on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the

Allottee/s shall pay to the Promoter, the Allottees' share of stamp duty and registration charges and incidental charges payable thereto, by the said cooperative society or condominium of premises owners or any corporate body on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the cooperative society or condominium of premises owners or any corporate body.

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

The Promoter hereby represents and warrants to the Allottee/s as follows:

- i) The Promoter have clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii) The Promoter have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii) There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv) There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter have been and shall,

at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

- vi) The Promoter have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
- vii) The Promoter have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said premises which will, in any manner, affect the rights of Allottee under this Agreement;
- viii) The Promoter confirms that the Promoter are not restricted in any manner whatsoever from selling the said premises to the Allottee/s in the manner contemplated in this Agreement;
- ix) At the time of execution of the conveyance deed of the structure to the Association of Purchasers the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchaser/s;
- x) The Promoter have duly paid and shall pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

- 14) The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Premises may come, hereby covenants with the Promoter as follows:-
- i) To maintain the said premises the Allottee's own cost in good and tenable repair and condition from the date that of possession of the Premises is taken and shall not do or suffer to be done anything in or to the building in which the Premises is situated which may be against the rules, regulations or bye-laws or change/ alter or make addition in or to the building in which the Premises is situated and the Premises itself or any part thereof without the consent of the local authorities, if required.
  - ii) Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said premises is situated, including entrances of the building in which the said premises is situated and in case any damage is caused to the building in which the said premises is situated or the Premises on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.
  - iii) To carry out at his own cost all internal repairs to the said Premises and maintain the Premises in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the Premises is situated or the Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and

liable for the consequences thereof to the concerned local authority and/or other public authority.

- iv) Not to demolish or cause to be demolished the Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Premises is situated and shall keep the portion, sewers, drains and pipes in the Premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Premises without the prior written permission of the Promoter and/or the cooperative society or condominium of premises owners or any corporate body.
- v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the project land and the building in which the Premises is situated.
- vii) Pay to the Promoter within fifteen days of demand by the Promoter, their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Premises is situated.
- viii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of

user of the Premises by the Allottee/s for any purposes other than for purpose for which it is sold.

- ix) The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Premises until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up and necessary intimation is provided to the Promoter and no objection therefor is sought by the Allottee/s from the Promoter for such transfer and assignment.
- x) The Allottee/s shall observe and perform all the rules and regulations which the cooperative society or condominium of premises owners or any corporate body may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the cooperative society or condominium of premises owners or any corporate body regarding the occupancy and use of the Premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xi. Till a conveyance of the structure of the building in which Premises is situated is executed in favour of Society or condominium of premises owners or any corporate body, the Allottee shall permit the Promoter and the Owner and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- xii. Till a conveyance of the project land on which the building

in which Premises is situated is executed in favour of Cooperative Society or condominium of premises owners or any corporate body, the Allottee shall permit the Promoter and the Owner and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

- xiii) That the Allottee/s shall indemnify and keep indemnifying the Promoter and the Owner towards against any actions, proceedings, cost, claims and demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein to the Allottee/s.
- 15) The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of cooperative society or condominium of premises owners or any corporate body or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- 15 a) In case the transaction being executed by this agreement between the promoter and the allottee is facilitated by a registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration / fees / charges for services / commission / brokerage to the said registered real estate agent, shall be paid by the promoter / allottee / both, as the case may be, in accordance with the agreed terms of payment.
- 16) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or of the said Plot and Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter and the Owner until the said structure of the building is transferred to the cooperative society or condominium of premises owners or any corporate body and until

the project land is transferred to the cooperative society or condominium of premises owners or any corporate body as hereinbefore mentioned.

- 17) After the Promoter executes this Agreement, he shall not mortgage or create a charge on the said premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such premises.
- 18) The Promoter has provided the copy of final sanctioned plan / layout which comprises of four buildings, future expansion, plots open spaces, amenity spaces and internal road and have disclosed that the building to be constructed on the project land forms an integral part of the sanctioned plan / layout and accordingly the building to be constructed on the project land shall have the benefits of the open spaces, amenity spaces and internal road along with the infrastructural facilities as and when provided in the said sanctioned layout and it is agreed and understood by and between the parties that taking into consideration the sanctioned layout as well as the future expansion thereof, the Allottee/s covenant with the Promoter as under :-
  - i) That as per the sanctioned plans and permissions, the open spaces are to be strictly kept unencumbered and unobstructed.
  - ii) Cable / drainage / telephone lines etc., should be allowed in open space of the building undertaken for development.
  - iii) Location of electric transformer/ sub-station shall be earmarked/ defined by the Architect of the Promoter.
  - iv) Common amenities and the estimate thereof as well as proportionate share thereto shall be ascertained by the Architect of the Promoter.
  - v) The execution of the external compound wall will be as per the design and specification of the architect of Promoter and the elevation of the buildings shall not be changed or altered.

- vi) The Building shall be maintained in good and proper condition along with the unobstructed right of access.
- vii) It is clearly brought to the notice of the Allottee/s herein and the Allottee/s herein is/ are clearly made aware that the Promoter have acquired the development rights of the land as described in the First Schedule hereunder written however due to the certain reservations and / or setbacks the area to be handed over and conveyed to the cooperative society or condominium of premises owners or any corporate body will not be equivalent to the area of construction availed in the said buildings constructed on the said available land and the Allottee/s herein will not raise any objection, hindrance or obstruction such execution of the conveyance and such execution of conveyance shall be executed taking into consideration the buildings constructed in the said property along with the right and interest in the common open spaces, playground etc.,
- viii) The Promoter have also brought to the knowledge of the Allottee/s that the property on which the building is constructed forms an integral part of the scheme of construction of the entire property described in the First schedule and accordingly the Promoter and the Allottee/s herein shall have the rights and interest and benefits of the common open spaces, internal road and access as well as infrastructural facilities of the entire scheme of construction described in the First schedule along with the other purchasers of the building in the said scheme of construction and accordingly the Allottee/s shall cooperate and extend their sincere participation as well as the contribution of funds for maintenance and other outgoings of the said infrastructural facilities on the said scheme of construction as per the directions and discretion of the Promoter herein.

The Allottee/s herein has/have understood and accepted the above covenants, stipulations and conditions as well the discretion of the Promoter to exercise the same and the Allottee is aware the same.

- 19) The Promoter has disclosed to the Purchaser that the entire scheme of construction carried out on the entire property comprises of Building 1 (Wing A), Building No.2 (Wing B), Building No.3 (Wing C) and Building 4 (Wing D, E, F and G) and club house and such buildings and club house shall form an integral part of the entire scheme of construction and in such entire scheme of construction the Promoter at its own option and discretion may carved out an area for provision of infrastructural facilities and amenities as the Promoter may deem fit and proper and such infrastructural, recreational facilities and amenities on its completion and the same being operational and functionable shall be handed to the apex body of Federation of all the cooperatives housing societies to be formed in the entire scheme of construction on completion of the entire construction of the buildings sanctioned and / or to be sanctioned from time to time on the entire property and all the purchasers in the abovesaid four buildings shall have the right to use and enjoy the infrastructural, recreational facilities and amenities as may be provided.
- 20) The Allottee/s hereby declare and confirm that he / she have entered into this agreement, after reading and having understood the contents of all the aforesaid exemption order, building permissions, deeds, documents, writings and papers and all disclosures made by the Promoter to the Allottee/s and with full knowledge and information thereof and subject to the terms, conditions and stipulations imposed or which may hereafter be imposed by the concerned town planning authority and all other concerned government bodies and authorities and also subject to the Promoter's right to make the necessary amendments, variations, modifications and / or changes therein and their right to avail, use, utilise, consume and exploit the entire balance and additional floor space index available on the said property as well as the transferable development rights as may be permissible by law and other benefits in F.S.I. (Floor Space Index) on the said land.
- 21) The Promoters have brought to the clear notice and knowledge of the Purchaser that they have availed the credit facilities from Aditya Birla Finance Limited against creation of the charge and mortgage of the said property by executing Deed of Mortgage

dated 06.10.2021 registered at the office of Joint Sub-Registrar of Assurances at Thane – 1 under serial No. TNN-1-13133/2021 and the Promoter has created charge of the said Aditya Birla Finance Limited and subject to the creation of charge and mortgage of Aditya Birla Finance Limited on the said property and in terms of the conditions and stipulations of the Mortgage Deed, Promoter is entitled to deal and dispose off the flats and units constructed in the said property and accordingly the Promoters will be required to obtain no objection certificate from Aditya Birla Finance Limited for sale of flats.

22. The Promoter have brought to the clear notice and knowledge of the Allottee/s that during the course of development they shall sell, assign, mortgage, charge, encumber or otherwise deal with all or any of their rights, title, benefits and interest in respect of the said property, and / or the said building or any part thereof. The Promoter has brought to the notice and knowledge of the Allottee/s that during the course of construction / development, the Promoter will avail and procure financial assistance, construction loan, cash credit facilities and other mode of monetary assistance and borrowing by mortgaging the property and the scheme of construction thereby creating charge, mortgage on the said property and the Allottee/s is/are aware of the same and the Allottee/s shall not raise any objection or obstruction to such creation of charge, mortgage and raising the finance by the Promoter. However, such charge and mortgage shall be subject to rights of the Allottee under this agreement. The Allottee/s further confirm and undertake that he will issue cheques of the installment as specified and in favour in the account banks and financial institutions as nominated and directed by the Promoter. However, such sale, assignment, mortgage, charge, encumbrance and raising of finance, monies for the development of the said property shall always be subject to the rights of the Allottee/s under this agreement.
- 23) Notwithstanding any other provisions of this agreement the Promoter have disclosed and brought to the knowledge of the Allottee/s that it shall be at the sole and absolute discretion of the Promoter:
- a) to form cooperative society or condominium of premises owners or any corporate body or any other body or bodies of

Purchaser/s in respect of the buildings to be constructed on the said property.

- b) to decide and determine how and in what manner the infrastructure including the common areas and amenity space, recreation garden, all other open spaces, layout or internal roads if any may be transferred and/or conveyed/ assigned/ leased.
- c) to provide for and incorporate covenant and restriction and obligations with regard to the provision of maintaining the infrastructure and common amenities including garden and roads as well as garden attached to the ground floor / podium level premises, if any.
- d) to decide from time to time to what extent the building/s along with land appurtenant to its transferred to the respective body formed.
- e) to decide from time to time when and what sort of document of transfer should be executed.
- f) to grant of right of access/way from and through the said property to the adjacent buildings and / or the adjacent properties as well as the easement rights of the said property to the adjacent owners.
- g) cause through owners to execute the conveyance/ transfer deed of the said property in parts, taking into consideration the divisions of property due to road and such conveyance/transfer and that the transfer of land thereto will not be equivalent to the floor space index consumed in the construction of the building situated on the such portion of land conveyed in favour of the cooperative society or condominium of premises owners or any corporate body.
- h) To fix sign boards, name boards, neon signs and other advertising and display materials as per the stipulated size and dimensions as determined by the Promoter on the said property/ on the project land or building referred hereto.

The Allottee/s herein has/have understood and accepted the above covenants, stipulations and conditions as well the discretion of the Promoter to exercise the same.

- 24) THE Allottee/s shall be responsible for additional municipal taxes that may be levied by reason of the user of any permitted tenancy or lease and license agreement in respect of the premises allotted to the Allottee/s.
- 25) It is further agreed and understood between the parties that the Allottee shall not do and perform any of the following act and / or similar acts viz.
- i. Alteration and Modification in their premises;
  - ii. No fixation of sign boards, name boards, neon signs and other advertising and display materials over and above the stipulated size and dimensions as determined by the Promoter.
  - iii. Any unauthorised changes and alterations in the said premises.
  - iv. No change in the design and pattern of the grills and fittings provided and no extension in the area of the premises.
- 26) It is further agreed and understood between the parties that if there is change, modification and/or revision in the reservation and / or acquisition area, then such benefits and incentives thereto will be for exclusive use and beneficial enjoyment of the Promoter and the Owner and the Promoter and the Owner is/are and shall be well and sufficiently entitled to derive the benefits thereof for his/her/their own and exclusive profit and the Allottee/s herein shall not raise any objection for the same.
- 27) It is clearly agreed and understood between the parties that the Deed of Transfer, Assignment, Conveyance and / or assurances to be executed on completion of the entire scheme of construction shall be prepared by the Advocate/s of the Promoter and during the course of transfer of the land in favour of the cooperative society or condominium of premises owners and/or any corporate body, the area of land conveyed or to be conveyed and transferred may not be equivalent to the total Floor Space Index consumed and utilized for construction of the buildings in the said scheme of construction of the buildings in the said scheme of construction.
- 28) It is clearly brought to the notice and knowledge of the Allottee/s by the Promoter that the Promoter have presently obtained the

building sanction and commencement certificate from the Thane Municipal Corporation and the Promoter intend to acquire the maximum potentiality of floor space index as per the provisions of Development Control Regulations of the Thane Municipal Corporation, the Promoter have presently proceeded with the construction activities and that the said fact is known and accepted by the Allottee/s herein and the Allottee/s is aware of such scheme of construction to be proceeded and undertaken by the Promoter firstly as per the present sanction plan on the said property and thereafter in accordance with the further sanctions and permissions as may be granted by the Thane Municipal Corporation and/or concerned town planning authorities and in no event the Allottee/s herein along with other Purchaser/s will raise any claim, objection or demand in such revision, expansion or further alterations in the said entire scheme of construction on the amalgamated property and that the Allottee/s has/have seen and verified the same and the Allottee/s herein shall not raise any objection thereto and shall render the co-operation to the same.

29) **BINDING EFFECT**

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

30) **ENTIRE AGREEMENT**

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

31) **RIGHT TO AMEND**

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

32) **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/S / SUBSEQUENT ALLOTTEE**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the said premises, in case of a transfer, as the said obligations go along with the said premises for all intents and purposes.

33) **SEVERABILITY**

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

34) **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

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

35) **FURTHER ASSURANCES**

The Parties herein agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

36) **PLACE OF EXECUTION**

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

37) The Allottee/s and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

38) That all notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Registered Post A.D and notified Email ID at their respective addresses specified herein.

It shall be the duty of the Allottee/s and the Promoter to inform each other their address, email ID or any change in address or email ID subsequent to the execution of this Agreement, failing which all communications and letters posted at such notified address shall be deemed to have been received by the Promoter or the Allottee/s, as the case may be.

39) **JOINT PURCHASERS**

That in case there are Joint Purchasers all communications shall be sent by the Promoter to the Allottee/s whose name appears

first and at the address provided herein by him/her which shall for all intents and purposes to consider as properly served on all the Purchaser/s.

- 40) **Stamp Duty and Registration and statutory taxes and levies :-** The charges towards stamp duty and Registration of this Agreement as well as statutory government, Semi-Government taxes and levies, goods and service tax, value added tax and all other direct and indirect taxes as applicable from time to time shall be borne by the Allottee/s alone. The Allottee/s shall be entitled to the benefits offered to him under the provisions of Maharashtra Stamp Act in case of any transfer of the said premises by him to any intending purchaser/s subject to the provisions of the said Act.
- 41) **DISPUTE RESOLUTION:**
- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.
- 42) **GOVERNING LAW**
- That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Thane Court will have the Jurisdictions of this agreement.
- 43) It is hereby made clear that furniture lay out, colour scheme elevation treatment, trees garden lawns etc. shown on the pamphlet and literature are shown only to give overall idea to the Allottee/s and the same are not agreed to be provided by the Promoter unless specifically mentioned and agreed in this agreement. The Promoter reserves the right to make changes in Elevations, Designs, and Colors of all the materials to be used at their sole discretion. In all these matters the decision of the Promoter are final and it is binding on the Allottee/s.
- 44) This agreement shall always be subject to the provisions contained in Real Estate (Regulation and Development) Act, 2016, Rules and

Regulations, there under and any other provisions of Law Applicable thereto.

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

All that portion of land **9444.65 sq. meters** after deducting the areas for reservations, roads and setbacks forming a larger part of all those pieces and parcels of land lying, being and situated at Village Khidkali, District Thane, within the limits of the Thane Municipal Corporation bearing :

Survey No.	Area (sq. mts.)	Name of the Owner
147/8/B	1550	Rajesh Prabhulal Velani
147/10/C	30	Hiratal R Mhatre & ors
148/1/A	1000	Rajesh Prabhulal Velani
148/2/B	6630	Dynamic Buildtech Ltd.
200/3/B	370	Dynamic Buildtech Ltd.
<b>Total →</b>	<b>9580</b>	

together with the benefits of sanction plans as well as the benefits of floor space index on account of D.P. Road, Service Road and Garden Reservation and together with all easement rights etc

**SECOND SCHEDULE ABOVE REFERRED TO**  
the nature, extent and description of common areas and facilities.

**A.) Description of the common areas provided:**

	Type of common areas provided	Proposed Date of Occupancy Certificate	Proposed Date of handover for use	Size/area of the common areas provided
i.	Club House	31-07-2028	31-12-2028	209.44 Sq.Mt.

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

	Type of facilities / amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society	Size/area of the facilities / amenities	FSI Utilized or free of FSI
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i.	Society office - Bldg 4F	Phase-II	31-07-2028	31-12-2029	46.67 Sq. Mt.	Counted in FSI.
ii.	Fitness Center & Crèche - Club House	Phase-II	31-07-2028	31-12-2029	104.72 Sq.Mt.	Free of FSI
iii.	Driver's Room - Bldg 4F	Phase-II	31-07-2028	31-12-2029	13.64 Sq.Mt.	Counted in FSI.

**C.) Facilities/ amenities provided/to be provided within the Layout and/or common area of the Layout:**

	Type of facilities / amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society	Size/area of the facilities / amenities	FSI Utilized or free of FSI
i.	Club House	Phase-II	31-07-2028	31-12-2029	209.44	Free of FSI

**D.) The size and the location of the facilities / amenities in form of open spaces ( RG / PG etc.) provided / to be provided within the plot and / or within the layout.**

Type of open spaces (RG/PG) to be provided	Phase name/ number	Size open spaces to be provided	Proposed Date of availability for use	Proposed Date of handing over to the common organization
RG 1- GROUND RG (PART)	Phase-I	504.50 Sq.mt.	15-02-2022	16.08.2024
RG 1- GROUND RG (PART)	Phase-II	845.00 Sq.mt.	31-07-2028	31-12-2029
RG2 – GROUND RG	Phase-II	209.29 Sq.mt.	31-07-2028	31-12-2029
RG4 – ELEVATED	Phase-II	473.64 Sq.mt.	31-07-2028	31-12-2029
RG 3- GROUND RG	Phase-iii	19.55 Sq.mt	31-07-2032	31-12-2032

**E.) Detail's and specifications of the lifts:**

	Type Lift (passenger/service/stretcher /goods/fire evacuation/any other)	Total no. of Lifts provided	Number of passenger or carrying capacity in weight (kg)	Speed (mtr/sec)
i.	Bldg 4 - D	1 nos.	6 persons	1
ii.	Bldg 4 - E	1 nos.	6 persons	1

iii.	Bldg 4 - F	1 nos.	6 persons	1
iiii.	Bldg 4 - G	1 nos.	6 persons	1

**Note:**

At 'A': to provide the details of the common areas provided for the project.

At 'B': to provide the details of the facilities/amenities provided within the building and in the common area of the building.

At 'C': to provide the details of the facilities/amenities provided within the Layout and/or common area of the Layout.

At 'D': to provide the details of the facilities/amenities provided in form of open spaces ( RG / PG etc.) provided / to be provided within the plot and / or within the layout.

At 'E': to provide the details and specifications of the lifts.

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

SIGNED & DELIVERED  
by the within named **Promoter**  
**Sneh Makewell LLP,**  
a limited liability partnership,  
through its partner

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

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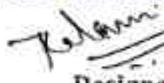
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WITNESS:

RECEIPT

RECEIVED WITH THANKS FROM ] I SAY RECEIVED  
THE WITHIN NAMED PURCHASER ]  
THE SUM OF Rs. \_\_\_\_\_ ]  
(Rupees \_\_\_\_\_) ]  
being the part price / consideration in ]  
respect of sale of the flat hereinabove ] Promoter

**Sneh Makewell LLP**



**Designated Partners**

Housiey.com