

AGREEMENT FOR SALE

THIS AGREEMENT made at Thane this _____ day of _____ in the year 202____.

BY AND BETWEEN

M/s. K. M. DEVELOPERS, PAN-AAQFK4375C, a partnership firm, duly registered under the provisions of Indian Partnership Act, 1932, having its registered office at: Horizon heights, second floor, Ghodbunder road, vadavali, Thane west, represented by its partner **Shri. Kshitij Mohan Shinde**, hereinafter referred to as the “**DEVELOPER/PROMOTER**” (which expression shall unless it be repugnant to the context or meaning thereof mean and include all the partners of the firm for the time being in force, their respective legal heirs, administrators, successors in title, executors and assigns) **OF THE ONE PART;**

AND

1) Mr./Ms./Mrs. _____
Official Email.ID _____
R/O _____
_____ having Income
tax PAN _____

JOINTLY WITH*

2) Mr./Ms./Mrs. _____
R/O _____
_____ having Income
tax PAN _____
Official Email.ID _____

OR

(FOR FIRMS)

M/s. _____ a Partnership Firm duly
registered and having its office at

_____ through its Authorised
Signatory and Partner Mr./ Ms./ Mrs. _____,
Official e-mail ID of the

Firm _____ Address _____
 _____ having
 Income tax PAN _____

OR
(FOR COMPANIES)

_____, a Company duly registered under
 Companies Act, 1956/2013 having its registered office at
 _____ and PAN
 _____ through its duly Authorized Signatory Mr./ Ms./ Mrs.
 _____, authorized by board resolution dated
 _____ Official e-mail ID of
 the Company _____

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

The Developer, and Allottee, are hereinafter collectively referred to as the "**Parties**"
 and individually as "**Party**".

WHEREAS

A. DESCRIPTION OF THE SAID ENTIRE PROPERTY:

The Developer is the sole and exclusive development rights holder of all that
 pieces and parcels of land lying being and situate at village Owale, Taluka and
 District Thane, within limits of Thane Municipal Corporation bearing survey
 nos. and corresponding CTS no. are as follows:

Old Survey no.	New Survey no.	CTS no.	Area in sq.mtrs.
68/1/5	96/1/5	273/A	3705.75
		274/A	304.25
		Total	4010

both the above mentioned properties are hereinafter referred to as the “**Said Property**” and more particularly described in the First Schedule written hereunder.

B. BRIEF HISTORY OF THE SAID PROPERTY:

- i. The Said Property was originally owned by Shri. Dosabhai Bahiramji Dongriwala and cultivated by Agricultural Tenant Shri. Manglya Vithu Mukadam.
- ii. The upper Tahsildar and Agricultural Land Tribunal, Thane determined purchase price under section 32 G of Maharashtra Tenancy and Agricultural Lands Act, 1948 (MTAL Act) to be paid by Agricultural tenant Shri. Manglya Vithu Mukadam vide order bearing no. 32G/Owale/94/85 dated 29/10/1985. The charge of unpaid consideration was recorded in the other rights column of record of rights for land bearing survey no. 68/1(p).
- iii. Shri. Manglya Vithu Mukadam demised on 13/06/1967 leaving behind 3 sons viz. 1) Shri. Tukaram Manglya Mukadam, 2) Shri. Bhaskar Manglya Mukadam and 3) Shri. Nathu Manglya Mukadam as his only legal heirs
- iv. Shri. Tukaram Manglya Mukadam demised on 14/06/1974 leaving behind his wife Smt. Parvati Tukaram Mukadam, 4 sons viz. 1) Shri. Padmakar Tukaram Mukadam, 2) Shri. Dinanath Tukaram Mukadam, 3) Shri. Ramesh Tukaram Mukadam and 4) Shri. Arvind Tukaram Mukadam and 6 daughters viz. 1) Sau. Leelabai Anant Mhatre, 2) Sau. Prabhavtai Balaram Tare, 3) Yamuna Tukaram Mukadam, 4) Sau. Pushpa Babaji Bhuvad, 5) Sau. Chhaya Bharat Patil and 6) Laxmi Tukaram Mukadam as his only legal heirs.
- v. The upper Tahsildar and Agricultural Land Tribunal, Thane granted purchase certificate under section 32M of MTAL Act bearing certificate no. 3831 dated 16/02/1987 in favor of agricultural tenant Shri. Nathu Manglya Mukadam (legal heir of Late Manglya Vithu Mukadam).
- vi. Shri. Bhaskar Manglya Mukadam demised on 07/12/1994 leaving behind wife Smt. Katnibai Bhaskar Mukadam, 3 sons viz. 1) Shri. Janardan Bhaskar Mukadam, 2) Shri. Chandrakant Bhaskar Mukadam and 3) Shri. Dnyaneshwar Bhaskar Mukadam, and 2 daughters viz. 1) Sau. Hirabai Vasudev Mhatre and 2) Vasanti Bhaskar Mukadam as his only legal heirs.

- vii. as per the order of Taluka inspector of Lands Records vide order bearing no. Du.Ra.No-288/06/1423 dated 14/08/2006, Hissa form No. 12 was prepared accordingly the survey no. 68 was sub-divided and the owners herein become owners of land bearing new survey no. 96/1/2, 96/1/5 & 96/1/14.
- viii. Shri. Nathu Manglya Mukadam demised on 03/05/2004 leaving behind his wife Smt. Kashibai Nathu Mukadam, 4 sons viz. 1) Shri. Suryakant Nathu Mukadam, 2) Shri. Jayvant Nathu Mukadam, 3) Shri. Ganesh Nathu Mukadam and 4) Shri. Rajesh Nathu Mukadam and 1 married daughter Sau. Jankubai Vinayak Mhatre as his only legal heirs.
- ix. The Tahsildar, Thane granted permission u/s. 43 of MTAL Act bearing order no. kulvahivat/kavi-10182/SR-37/2022 dated 02/09/2022 on payment of requisite charges in respect of Said Property.

C. RIGHTS OF THE DEVELOPER:

- i. Smt. Parvatibai Tukaram Mukadam and 6 others released and relinquished all their undivided share, rights, title and interests in respect of the Said Property in favor of Shri. Padmaram Tukaram Mukadam and Shri. Ramesh Tukaram Mukadam by executing a Release Deed dated December 2, 2021, which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-2/23257/2021.
- ii. Shri. Jayvant Nathu Mukadam and 19 others have granted development rights of their 1/3rd undivided share in the Said Property in favor M/s. K. M. Developer represented through its partners and authorized signatory Shri. Mohan Baburao Shinde and Shri. Kshitij Mohan Shinde by executing Development Agreement dated July 16, 2021 which is duly registered with the Sub Registrar of Assurances, Thane at serial number TNN-2/13741/2021.
- iii. Shri. Jayvant Nathu Mukadam and 19 others have executed Power of attorney in favour of M/s. K. M. Developer represented through its partners and authorized signatory Shri. Mohan Baburao Shinde and Shri. Kshitij Mohan Shinde on July 16, 2021, which is duly registered with the Sub Registrar of Assurances, Thane at serial number TNN-2/13742/2021.
- iv. Smt. Katnibai alias Krushnabai Bhaskar Mukadam and 24 others have granted development rights of their 1/3rd undivided share in the Said Property in favor M/s. K. M. Developer by executing Development Agreement dated July 6, 2022 which is duly registered with the Sub Registrar of Assurances, Thane at serial number TNN-5/11236/2022.

- v. Smt. Katnibai alias Krushnabai Bhaskar Mukadam and 24 others had executed Power of attorney in favor of M/s. K. M. Developer represented through its partners and authorized signatory Shri. Mohan Baburao Shinde and Shri. Kshitij Mohan Shinde on July 6, 2022, which is also duly registered with the Sub Registrar of Assurances, Thane at serial number TNN-5/11237/2022.
- vi. Shri. Padmakar Tukaram Mukadam and 15 others have granted development rights of their 1/3rd undivided share in the Said Property in favor M/s. K. M. Developer represented through its partners and authorized signatory Shri. Mohan Baburao Shinde and Shri. Kshitij Mohan Shinde by executing Development Agreement dated March 14, 2022, which is duly registered with the Sub Registrar of Assurances, Thane at serial number TNN-2/12515/2022.
- vii. Shri. Padmakar Tukaram Mukadam and 15 others have executed Power of attorney in favour of M/s. K. M. Developer represented through its partners and authorized signatory Shri. Mohan Baburao Shinde and Shri. Kshitij Mohan Shinde on MAY 31, 2022, which is duly registered with the Sub Registrar of Assurances, Thane at serial number TNN-2/12516/2022.
- viii. Shri. Suryakant Nathu Mukadam and 4 others have confirmed a Development Agreement dated July 16, 2021 executed in favour of the Developer herein which was duly registered with the Sub-Registrar of Assurances, Thane at serial number TNN-2/13761/2021 by executing a Confirmation deed dated August 23, 2022 which is duly registered with the Sub-Registrar of Assurances, Thane at serial number TNN-5/13769/2022.

D. APPROVALS AND PERMISSIONS:

- i. The Tahsildar, Thane granted permission u/s. 43 of MTAL Act bearing order no. kulvahivat/kavi-10182/SR-37/2022 dated 02/09/2022 on payment of requisite charges in respect of Said Property.
- ii. The Owners of the Said Property paid non-agricultural tax as per the provisions of 42B & 42C of Maharashtra Land Revenue Code, 1966 accordingly the Tahasildar, Thane passed an order bearing no. Mahasul/k-1/te-2/jaminbab/kavi-3797/SR-67/2023/544 dated 24/03/2023 in respect of the Said Property.
- iii. The Thane Municipal Corporation has granted commencement certificate dated 17/10/2024 bearing proposal code TMCB-23-99279 bearing permission no. TMCB/B/2024/APL/01059, having building permit no. 257736 in respect of Said Property. The copy of commencement certificate and the copy of layout are annexed hereto and marked as “ANNEXURE A”.

E. PROJECT:

- i. The proposed development on Said Property shall consist of 2 buildings Viz. **Wing A** comprising of Stilt floor, parking floor, First floor, Second Floor and **Wing B** comprising of Stilt floor, Typical Floor, 1st floor to 26th upper floor, Parking floor, which include offices, flats/apartments, tenements, dwelling units and premises of all kinds, for residential, non-residential, and/or any other authorized user, together with provision of parking spaces and other necessary amenities and services thereto, in accordance with plans approved or to be approved or revised or amended from time to time by Planning Authority, for the purpose of selling, leasing or otherwise transferring the same, to prospective purchasers, lessees, or other transferees, as the case may be, on the terms and conditions as they may deem fit to be known as **“Horizon Pearl II”**.
- ii. The Developer by themselves or through or with their nominees or associates may propose to acquire and/or develop contiguous, adjoining or adjacent lands and properties and enter into such arrangement/s or agreement/s as they may deem fit with the holders thereof and amalgamate such land and properties with the Said Property and/or sub-divide the same and/or include the same in the scheme of development of the Said Property in the manner they may deem fit.
- iii. The Developer has hereby made it clear that, the Developer shall be entitled to develop the Said Project and the Said Property by utilizing maximum permissible Floor Space Index (“FSI”) premium FSI, ancillary FSI, (Slum) TDR and regular TDR and development potential or any other nature permissible to be utilized in the Said Property.

F. BUILDING PLANS / LAYOUT PLANS:

The Developers have specifically made it clear that, the Developers shall be uploading TDR to the maximum permissible extent and shall be availing benefits of Premium FSI and thereby obtain permission of additional construction in the following manner:

Wing no.	Present Sanction	Proposed Revision
A	Stilt floor, parking floor, First floor, Second Floor	Stilt floor, Typical Floor, 1 st floor to 28 th upper floor, Parking floor
B	Stilt floor, Typical Floor, 1 st floor to 26 th upper floor,	Stilt floor, Typical Floor, 1 st floor to 28 th upper floor,

	Parking floor	Parking floor
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The layout plan/building plan may also change due to any directions, conditions imposed by the concerned local authority/ies at any stage. The Purchasers hereby agree that, it shall not be necessary on the part of Developers to seek consent of Purchaser(s) for making any changes in order to comply with such directions, and conditions. The building plans/layout plan of the Project as may be amended and approved from time to time shall supersede the presently sanctioned building plans. The Developers may amalgamate other adjacent properties with the Said Property and carry out phase wise development therein, by utilizing entire development potential of such amalgamated plot. The Developers shall be entitled to develop the Said Project and the Said Property by utilizing maximum permissible Floor Space Index ("FSI"), premium FSI, ancillary FSI, TDR and development potential or any other nature permissible to be utilized in the Said Property.

G. ARCHITECT AND STRUCTURAL CONSULTANT:

The Developer has entered into a standard agreement with the Architect "M/s.. Right Spaces consultants", registered with the Council of Architects, for the preparation of the plans, and drawings of the said Building. The Developer has also appointed "Associated Structural consultants" as structural engineer for the preparation of the structural designs of the said Building.

H. INSPECTION OF DOCUMENTS BY PURCHASER:

The Purchaser/s has/have demanded from the Developer and the Developer has given inspection to the Purchaser of the documents of title, certificate of title report of Advocate, Revenue Record (7/12 Extracts and mutation entries, Property Card), building plans and specifications approved by the Corporation and all the other documents relating to the Said Property as are specified under Real Estate (Regulations and Development) Act, 2016 (RERA) and the rules made thereunder, which is hereby acknowledged and confirmed by the Purchaser/s. The Advocate for Developer has issued certificate on title in respect of the said property described in the Schedule hereunder written, dated 15/07/2024 is annexed hereto as **Annexure "C"**; Copy of the Property Register Card/ 7/12 Extracts (colly) is annexed hereto as **Annexure "D"**;

H. PREMISES DETAILS:

The Purchaser has expressed interest in purchasing Flat No. _____ admeasuring _____ square meters Carpet area (as defined under RERA), enclosed balcony _____ square meters, open balcony _____ square meters, in Building/Wing no. ____ known as _____, in the Complex known as **“Horizon Pearl II”** (hereinafter referred to as the **“Said Premises”** & more particularly described in the Fourth Schedule hereunder). The Said Premises is shown in the floor plan thereof hereto annexed and marked as **Annexure “E”**. Relying upon the aforesaid, the Developer has agreed to sell and allot to the Purchaser the Said Premises for consideration and on the other terms and conditions herein contained.

I. REGISTRATION:

The MAHARERA has granted certificate of registration for the Said Project under Real Estate (Regulation and Development) Act, 2016 (RERA) on _____ vide certificate no. _____. The RERA certificate hereto annexed and marked as **Annexure “F”**.

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

ARTICLE 1

INTERPRETATION AND DEFINITIONS

- 1.1** ‘Agreement’ shall mean this Agreement for Sale, which is executed by and between Developer and Purchaser(s).
- 1.2** All Annexure, Schedule and documents referred in this Agreement and recital referred herein above shall form an integral part of this Agreement and in the interpretation of this Agreement shall be read and construed in its entirety.
- 1.3** ‘RERA Carpet Area’ shall mean the carpet area plus area covered by internal walls of the concerned premises. The balconies to be enclosed and the balcony are however excluded from the carpet area and shown separately. The carpet area shall be calculated on bare shell flat excluding finishes, wall tiling and skirting.
- 1.4** ‘Date of Possession’ shall mean the date of possession as communicated to Purchaser(s) in the offer letter for possession to be issued by Developer.
- 1.5** ‘Installments’ shall mean the Sale Price to be paid as per the installments detailed out in the Present Agreement.

- 1.6** 'Singular' shall mean and include plural and masculine gender shall mean and include female gender wherever applicable.
- 1.7** 'The Said Organization' shall mean the society/condominium of Apartment to be formed of the owners/ Purchaser(s)/unit holders in the wings to be constructed on the Said Property.

ARTICLE 2

SALE

The Developer hereby agree to allot/sell/convey/transfer in favour of Purchasers and the Purchasers hereby agree to acquire from the Developer a Flat No. _____ admeasuring _____ square meters Carpet area (as defined under RERA), enclosed balcony _____ square meters, open balcony _____ square meters in Building/Wing no. ___ known as _____, in the Complex known as **"Horizon Pearl II"** as shown in the floor plan thereof hereto annexed and marked as **Annexure "E"** in the Said Project in favour of Purchaser(s) for the total consideration of Rs. _____/- (Rupees _____ only). The Developer shall not be entitled to demand additional proportionate Price of the common areas and facilities appurtenant to the premises. The internal fixtures, fittings and amenities to be provided by Developer in the said Premises are those that are set out in **Annexure "G"** hereto while the external amenities to be provided in the Said Project are set out in **Annexure "H"**.

The allottee hereby agrees to purchase from the Developer and the Developer hereby agrees to sell to the Allottee, garage/covered car parking space at _____ level basement/podium/stilt/mechanical car parking/unit bearing no. _____ admeasuring _____ sq.ft. having _____ ft. length x _____ ft. breadth x _____ ft. vertical clearance.

ARTICLE 3

PRICE AND PAYMENT TERMS

3.1 Sale Price:

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 Developer the balance amount of Rs _____/- (Rupees _____)

_____only) (hereinafter referred to as the 'Sale Price') along with payables, as per the payment schedule in the following manner :-

PAYMENT SCHEDULE- ANNEXURE "I"

Sr. No.	INSTALMENTS	%	AMOUNT
1.	Within one month from Booking.	10%	
2.	On Completion of Plinth.	30%	
3.	On Completion of 1 st slab	5%	
4.	On Completion of 2 nd slab	5%	
1.	On Completion of 3 rd slab	5%	
2.	On Completion of 4 th slab	5%	
3.	On Completion of 5 th slab	5%	
4.	On Completion of 6 th slab	5%	
1.	On Completion of 7 th slab	5%	
2.	On Completion of 8 th slab	5%	
3.	On Completion of Brickwork	5%	
4.	On Completion of work of internal and external plaster.	5%	
1.	On completion of flooring	5%	
2.	On possession	5%	
TOTAL		100%	

The Purchaser shall also be responsible for payment of GST as per the rules and regulation for the time being in force. The Purchaser(s) further undertakes to pay other dues and charges mentioned in the present Agreement

3.2 Amount received:

The Purchaser/s has/have paid to the Developer sum of Rs. _____/- (Rupees _____ only) as earnest money, along with a sum of Rs. _____/- (Rupees _____ only) on account of GST on or before execution hereof (the payment and receipt whereof the Developer hereby admits and acknowledges and of and from the same and each part thereof do hereby acquit, release and discharge the Purchaser/s forever) and hereby agrees to pay to the Developer the balance amount of purchase price of Rs. _____/- (Rupees _____ only) The above payment received by me/us have been deposited in RERA Designated

Collection Bank Account _____, _____ Bank, _____, Branch having IFS Code _____ situated at _____, Thane. In addition to the above bank account, the Developers have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. _____ and _____ respectively and shall also pay GST and concerned taxes and charges in the manner prescribed hereto on or before the possession of the said Premises being offered by the Developer to the Purchaser/s.

3.3 Advance Maintenance, Municipal Tax & NA taxes etc.:

a) The Municipal taxes, NA taxes, etc. which is to be paid to the Government, Local Authority shall be reimbursed by the Purchaser(s) to the Developer on the basis of the rate charged by the concerned authorities/departments and in case of any increase in these charges in future due to any reason whatsoever, the same shall be paid by Purchaser(s), as and when demanded by Developer and the payment shall be made by Purchaser(s) on or before the date mentioned in the intimation/demand letter issued by Developer. In case of decrease in the charges in future due to any reason, the same shall be refunded to Purchaser(s) without any interest.

b) The Purchaser before taking possession of the said premises, shall pay the following amounts to the Developer.

- (i) Rs. _____/- towards share money, application and entrance fee of the Corporate Body.
- (ii) Rs. _____/- towards advance maintenance charges of the premium and common areas for 1 year.
- (iii) Rs. _____/- towards proportionate share of Municipal Taxes, N.A. Taxes, assessments and other charges.
- (iv) Rs. _____/- towards GST as per the prevailing rate.
- (v) Rs. _____/- towards Legal charges.
- (vi) Rs. _____/- towards MSEB charges.
- (vii) Rs. _____/- towards water connection charges.
- (viii) Rs. _____/- towards society formation charges.

- c) The Developer shall utilize the amount so collected hereinabove for the purposes of meeting all deposits, costs, out of pocket costs, charges, and expenses in connection with above stated activities. The Developer shall be entitled to appropriate the amounts collected under one head for meeting expenses under another head. The Purchaser shall not be entitled to raise grievance in respect of the same.
- d) The Purchaser shall tender the amount of difference in the event of there being any increase in the general charges as on the date of handing over the possession of the said premises. If, however, at any time the amounts paid or deposited by the Purchaser/s shall be found short, the Purchaser/s shall on demand by the Developer shall deposit with them a further reasonable amount as may be demanded by them after adjusting any excess from other heads.
- e) The amounts so collected by the Developer under the provisions of this agreement or otherwise howsoever shall not carry any interest. The Developer shall maintain a consolidated account of all the amounts so collected by them from all the Purchaser(s) of the residential/commercial and other premises in the Said Project and of all the amounts spent on expenses chargeable to them, and on transfer of the said Property with the new wings constructed thereon to the Said Organization to be formed by the Purchaser(s) of premises in the buildings in the Said Project, the said Developer shall render a consolidated account to Said Organization and pay over to them the excess, if any, of such collections or recover from them the deficit, if any therein. Rendering of such consolidated account to Said Organization and settlement of account with them shall discharge the Developer of their responsibility, to refund excess, if any, out of such collections to the individual Purchaser(s) of premises entitled to refund, and the different Purchaser(s) of premises shall make up and adjust their respective accounts between themselves, as members of Said Organization.
- f) The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received. 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.”.

3.4 Failure/Delay in consideration, GST and advance maintenance:

- i. If the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Developer under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of demand/reminders of payment of installments, the Developer shall at his own option, may terminate this Agreement:

Provided that, Developer shall give notice of 15 days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches, within the period of notice then at the end of such notice period, Developer shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Developer shall refund to the Allottee (subject to adjustment and recovery of agreed liquidated damages of 10% of total consideration which may be payable to Developer) excluding the Stamp Duty, registration fees and GST within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Developer.

- ii. The Purchaser(s) shall be required to pay applicable GST along with relevant installments. The amount of GST shall vary from time to time as per the future revisions in the rate and rules. Price as mentioned hereinabove is exclusive of GST and any other taxes, which may be leviable by any appropriate authorities, both present and future, as may be applicable from time to time, shall be separately charged and recovered from Purchaser(s).
- iii. The Purchaser/s shall be responsible for deduction of TDS for every installment paid and payable to the Developer as per the applicable rules and shall also be responsible for submission of TDS Certificate issued by the competent Authority within a period of 30 days from the payment of every concerned installment. In the event of failure on the part of Purchaser/s to pay requisite TDS amount and to deposit the TDS Certificate within a period of 30 days from the payment of concerned installment, the Purchaser/s shall be required to pay penalty of Rs. 50 per day for the period of delay in submission of Certificate.

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

3.5 Time is the Essence:

The timely payment of installments is the essence of this Agreement. Part payments will not be accepted after the due dates. It shall be incumbent on Purchaser(s) to comply with the terms of payment and the other terms and conditions of sale. If there is any delay or default in making payment of the installments on time by Purchaser(s), then Purchaser(s) shall, subject to the consequences as mentioned in the present agreement, at the sole discretion of Developer, is/are liable to pay interest on the amount due as per the interest rate as specified in the Real Estate (Regulation and Development) Act, 2016 from the date on which the amount falls due, to the date of payment, both days inclusive. No payment will be accepted after due date without the payment of the applicable interest. All the payments made by Purchaser(s), shall be first adjusted towards the applicable taxes then towards the interest due, then towards other dues if any and then towards Sale Price along with taxes applicable.

3.6 Alteration in the Layout Plans and Design:

It is further agreed by the Parties that, in the event there is any change in plans, specifications or location due to change of plans, permission, consent etc. is required by statutory authorities, the same shall be binding on the Purchaser(s). Provided that the Developer shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

3.7 Mode of Payment:

All Demand Drafts/Pay Order/Cheques are to be made in favour of “**K. M. DEVELOPERS**”, payable at A/c no. _____ of the _____ **Bank**, _____, **Thane Branch**. After registration of Said Project with the Real Estate Regulatory Authority, the Purchaser shall be required to issue cheques/DD/electronic transfer in the aforesaid Bank Account or any other substituted Master Collection Account to be specified by the Developer. If any of the

cheques submitted by Purchaser(s) to Developer are dishonoured for any reasons, then Developer shall intimate Purchaser(s) of the dishonor of the cheque and Purchaser(s) would be required to tender a Demand Draft of the same amount to Developer within ten (10) days from the date of dispatch of such intimation by Developer and the same shall be accepted subject to 'Dishonor Charges' of Rs. 5,000/- (Rupees Five Thousand only) excluding GST for each dishonor. Taxes shall be paid extra, if applicable. In the event the said Demand Draft is not tendered within the stipulated period mentioned herein, then the Agreement and Allotment would be deemed to have been cancelled at the sole discretion of Developer.

3.8 Payment of Costs:

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

3.10 All the Purchasers and occupants in the Said Building shall be required to park their vehicles only at the parking space designated for their respective Shop /Flat/other premises. The Developer shall be entitled to formulate rules for earmarking and use of car parks. The occupants of concerned Shop/Flat/other premises shall only use the car parking spaces for the authorized purpose and such car parking shall not be enclosed or gated without prior written permission from the Developer and the TMC. The Purchaser shall not be entitled to park any four-wheeler vehicle within the Complex area in the absence of specific allotment of parking area.

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

3.12 FSI disclosure:

The Developer hereby declares that the permissible FSI of Said Property is _____square meters. Total TDR potential is _____square meters and the additional FSI on payment of premium shall be as per the provisions of the UDCPR. The Developer propose to use the entire balance development potential.

3.13 Confirmation of Final RERA Carpet area:

The Developer shall confirm the final carpet area that has been allotted to the Allottee 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 Developer. If there is any reduction in the carpet area within the defined limit then Developer shall refund the excess money paid by Allottee 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. If there is any increase in the carpet area allotted to Allottee, the Developer shall demand additional amount from the Allottee 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 this Agreement.

ARTICLE 4

POSSESSION

4.1 Possession Time and Compensation:

(a) The Developer shall give possession of the Apartment to the Allottee on or before _____. If the Developer fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Developer shall be liable on demand to refund to the

Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Developer received the sum till the date the amounts and interest thereon is repaid.

Provided that the Developer shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of –

- (i) war, civil commotion or act of God ;
 - (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- (b) In the event of Purchaser(s) failure to take over and/ or occupy and use the said Premises allotted within the timeline as mentioned in the intimation in writing by Developer, then the same shall lie at his/ her/ their risk and cost and Purchaser(s) shall be liable to pay the maintenance charges after fifteen (15) days of intimation by Developer to take possession of the said Premises. The said maintenance charges shall be applicable irrespective of physical possession being taken over or not by the Purchaser(s).
- (c) It is clarified that Developer shall send its intimation regarding the handing over of the possession to Purchaser(s) by e-mail on the official e-mail ID of the Purchaser(s) or at his address as mentioned in the recitals hereinabove unless modified/altered by way of intimation to Developer regarding the change of address duly sent by registered A.D. letter and/ or personal receipt of letter at the office of Developer mentioned herein. Purchaser(s) shall not be entitled for compensation if he has defaulted or breached any of the terms and conditions of these presents.

4.2 Conditions precedent for Delivery of Possession:

- (a) Purchaser(s) shall before taking possession of the said Premises pay entire agreed consideration and clear all the dues, taxes and GST of Developer towards the said Premises.
- (b) Maintenance charges, deposits, electrical meter deposits/ connection charges, water and sewer connection charges, documentation/legal charges and any other charges/deposits as may be applicable, shall be separately charged by Developer and the same shall be paid by Purchaser(s) within the timelines as may be requested by Developer from time to time.

- (c) Before receiving possession of the Said Premises, the Purchaser(s) shall execute all writings and documents as may be reasonably required by the Developer including Declarations, Applications, Indemnities, Possession receipt, Electric Meters transfer forms and other documents necessary or expedient for formation and registration of the of the Co-operative Society or Condominium of Apartment.

4.4 DEFECT LIABILITY:

If, during a period of 60 (sixty) months from the Date of Offer of Possession, the Purchaser brings to the notice of the Developer any Structural Defect in the Unit or in the material used therein (excluding wear and tear and misuse), wherever possible, such defects (unless caused by or attributable to the Purchaser) shall be rectified by the Developer at its own costs. In the case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive reasonable compensation from the Developer for rectifying such defects, based on the estimated cost of rectifying such defects as determined by the Project Architect of the Developer.

ARTICLE 5

ALLOTMENT

5.1 Right of Developer:

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

5.2 Compliance of Rules, Regulations and By-laws:

- a. Purchaser(s) shall observe all the rules, regulations and bye-laws applicable to the allotment of the said Premises and agree/s that it will be used only as per the regulations and designs concerning to the Said Project as approved by Planning Authority.
- b. The said Premises along with the Said Project shall be subject to the provisions of MOFA, RERA or any statutory enactment or modifications thereof and Purchaser(s) agrees and confirms that the Purchaser(s) shall comply with the statutory obligations created there under and any such other enactment applicable governing the transfer of the said Premises.
- c. The said Premises shall be used for the purpose for which it has been allotted and no obnoxious/unauthorized/illegal use will be carried out by the occupant in the said

Premises/the Said Project. Developer has full authority to enter the premises after giving 24 hour notice to ascertain and to take action individually or jointly in case Purchaser(s) or his/her/their nominee / occupant is / are found violating the terms and conditions laid down by Planning Authority, and to recover from Purchaser(s) as first charge upon the said Premises, the cost of doing all or any such act and thing, all cost incurred in connection therewith or in and any way relating there to, for putting the things correctly and in order.

ARTICLE 6

MAINTENANCE

6.1 Payment of Maintenance Charges:

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

6.2 Maintenance:

- (a) Purchaser(s) hereby give their irrevocable consent to become member of said Organization in accordance with the applicable Acts, Rules and bye laws and execute necessary documents as and when required. Purchaser(s) undertake/s to join the said Organization and to pay any fees, charges thereof and complete such documentation

and formalities as may be deemed necessary by Developer in its sole discretion for this purpose.

- (b) In order to secure due performance by Purchaser(s) in prompt payment of the maintenance charges and other charges/deposits raised by the Developer, Purchaser(s) agrees to deposit, as per the schedule of payment/this Agreement and to always keep deposited with Developer, advance quarterly maintenance after completion of 1 year of maintenance by the Developer or till the formation of the organization for the Said Project.

6.3 Right of entry in the Said Premises:

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

6.4 Internal Maintenance:

The maintenance of Common Areas will be carried out by Developer but those inside the said Premises will be carried out by Purchaser(s) only.

6.5 Maintenance Accounts:

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

6.6 Sub-Letting of the said Premises:

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

6.7 Hoarding:

The Developer shall be erecting permanent Hoarding in the Said Property for advertisement of Said Project and other projects of the Developer and affiliated organizations. The Developer shall be required to pay only the maintenance charges, proportionate property tax, and other dues for the Said Hoarding for the period of use of said Hoarding for period not exceeding 30 years from the completion of the Said Project. The Developer shall not be entitle to use the said Hoarding beyond stipulated period of 30 years without prior permission of Society to be formed for the occupants of respective wings.

6.8 Machinery/Equipment

- a) Machinery/equipment viz. STP, Generator system, Mechanical Parking System, Lifts, Sub Station etc are manufactured by the some known brands having good reputation in the industry. They also come with warrantee/Guarantee period and after the period of warrantee/Guarantee, the organization of the Allottees in the Said Project will be bound to award maintenance contract to well-known and reputed authorized service provider of the manufacturer. All machinery/equipment in spite of all precautionary measures may occasionally malfunction which cannot be avoided. The Allottee or its organization will not make any grievances about malfunctioning and will not hold Developer responsible for such malfunctioning and any incidental loss or damages to the Allottee or anyone claiming through, by or under him.
- b) Some of the equipment/amenities/facilities require regular maintenance service through authorized service provider to maintain it in proper condition. The organization of the Allottee in the Said Project will be responsible to award Annual Maintenance contract (AMC) to well-known reputed authorized service provider of

the equipment and to ensure that all consumable and spare parts of original equipment Manufacturer (OEM) are used and not any other substitute. If the organization of the Allottee in the Said Project fails to make AMC and/or replaces spare with other than OEM and said equipment get damaged, the Developer will not be held responsible and liable for any damages to those equipment. Similarly, some of the equipment require regular operation maintenance and usage and if are left un-operated/unused for long time it may start rusting and may become redundant and unusable, therefore the organization of the Allottee in the Said Project will have to ensure that it is regularly used inspected and serviced. If the organization of the Allottee in the Said Project fails to maintain the same as per maintenance manual, the Developer will not be responsible or liable for non-functioning and any loss or damages due to such non-functioning. If such equipment remain unused and get damaged, defect liability of such equipment will become automatically null and void. All that is provided hereinabove is applicable with respect to equipment and amenities provided in the Said Project such as Fire Prevention System, STP, DG Sets, OWC, Mechanical Parking, Lifts & Sub Station etc.

- c) The organization of the Allottee in the Said Project shall at its own cost renew and maintain all Annual maintenance Contract (AMC) of all equipment viz. D.G Mechanical Parking System, Lift, STP, Fire Fitting System, OWC etc. and all other amenities provided to the Said Project from the well-known reputed authorized service providers. If the organization of the Allottee in the Said Project fails to renew any of the AMC and those equipment suffer damages the Developer shall not be held responsible for any loss of life of property or damage or any untoward incident ensuing there from and it will be only the Allottee in the Said Project and/or their organization shall be responsible and liable for the same and the Developer shall have absolutely no liability whatsoever in that behalf.

ARTICLE 7

RIGHTS AND OBLIGATIONS OF PURCHASER(S)

7.1 Compliance of Laws:

That Purchaser(s) shall comply with all the legal requirements as required for the purchase of immovable property, as and when applicable. Purchaser(s) has specifically agreed with Developer that the allotment of the said Premises shall be subject to strict compliance of code of conduct and house rules that may be determined by Developer for occupation and use of the said Premises and such other

conditions as per the applicable laws and further Purchaser(s) do hereby confirm and agree to abide by all the rules and regulations as would be formed later on amongst all purchasers. Purchaser(s) shall abide by all the laws of the land, local laws, rules, notifications etc., at all times, as may be applicable to the transfer of the said Premises and shall be solely responsible for the consequences of non-compliance of the rules and laws of the land, penalty imposed in case of the breach of the same, shall be borne by Purchaser(s) alone.

7.2 Foreign Exchange Management Act (FEMA):

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

7.3 Loans

- a) The Parties agree that notwithstanding any loan or financial assistance availed or to be availed by the Purchaser in connection with the payments to be made pursuant to this Agreement (**Loan**) and any mortgage created or to be created over the Unit in connection with such Loan (which requires the prior written consent of the Developer), the Purchaser shall remain solely and wholly responsible for the timely payment of the Total Consideration or the part thereof and / or any other the amounts payable hereunder.
- b) The Parties further agree that the Developer shall not in any way be liable or responsible for the repayment of the Loan taken by the Purchaser. All costs in

connection with the procurement of the Loan and creation of a mortgage over Unit and payment of charges to banks or financial institutions in this connection shall be solely and exclusively borne and incurred by the Purchaser. Notwithstanding the provisions hereof, it is clarified that until all the amounts payable hereunder have not been paid, the Developer shall have a lien on the Unit to which the Purchaser has no objection and hereby waives his right to raise any objection in that regard.

- c) The Purchaser hereby expressly agrees that so long as the Loan and the Total Consideration remain unpaid / outstanding, the Purchaser subject to the terms hereof, shall not sell, Transfer, let out and / or deal with the Unit in any manner whatsoever without obtaining prior written permission of the Developer and / or the relevant banks / financial institutions which have advanced the Loan. The Developer shall not be liable for any of the acts of omission or commission of the Purchaser which are contrary to the terms and conditions governing the Loan.
- d) The Purchaser indemnifies and hereby agrees to keep indemnified the Developer and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the Developer and its successors and assigns may suffer or incur by reason of any action that any bank / financial institution may initiate on account of the Loan or for the recovery of the Loan or any part thereof or on account of any breach by the Purchaser of the terms and conditions governing the Loan.

7.4 Putting up Sign Board:

Purchaser(s) undertakes that he shall not put up any name or sign board, neon-light, publicity or advertisement material, hang clothes etc. at the external facade of the wings, inside the glass window or, anywhere on the exterior or Common Areas or at any places other than the place specifically designated by the Developer for commercial users. The Purchaser shall be entitled to display his nameplate only at the proper place, provided for the said Premises and in the manner approved by Developer.

7.5 Hazardous Chemicals / Material etc.:

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

7.6 Commitment:

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

7.7 Inspection:

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

7.8 Transfer:

- (a) The Purchaser shall not be entitled to transfer or assign the Said Premises without prior written permission of the Developer till the Organization is duly formed. Any such transfer shall be null and void and the Developer shall under such circumstances, at their sole discretion entitled to terminate the present agreement. Transfer of booking may be permitted only by prior written confirmation/approval by Developer, on such terms and conditions and guidelines as it may deem fit by Developer, subject to clearing all the sums due and payable under the present agreement. However, Purchaser(s) agree/s and undertake/s to execute/register the deed, document, agreement or writing as may be requested by Developer to record the transfer as mentioned hereinabove.
- (b) The transferor/transferee shall pay stamp duty or other charges as may be applicable on any transfer/addition. Purchaser(s) shall indemnify and keep indemnified Developer against any action, loss, damage or claim arising against Developer for non-payment of such stamp duty and requisite charges.
- (c) The transfer shall be allowed only subject to clearing all the sums that shall be due and payable to Developer on the date of submission of the request application. Purchaser(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations/transfer.

7.9 Modification in Terms of this Agreement:

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

7.10 Installation of Air Conditioners:

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

7.11 Installation of Window Antenna:

Purchaser(s) agree/s not to fix or install any window antenna on the roof or terrace or external facade of the Said Project except by the prior sanction of Developer/the said Organization and at places earmarked by Developer.

7.12 Uses as Per Sanctioned Building Plans:

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

7.13 Applicability of Provisions:

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

7.14 Mischief:

Purchaser(s) shall not create any mischief and shall not do any act or omission which could disturb the peace, serenity, tranquility of the said Premises or of other occupants.

ARTICLE 8

RIGHTS AND OBLIGATIONS OF DEVELOPER

8.1 Formation of Co-operative Society or condominium of Apartment:

The Developer may form and register single Co-Operative Housing Society of the Purchaser(s) of the Premises in the both the buildings or may form separate societies for both the buildings to be constructed on the Said Property as soon as the majority of the units in the Said Project have been booked by the Allottees. The Developer shall submit the application in that behalf to the Registrar for registration of a Co-operative Housing Society under the Maharashtra Co-operative Housing Societies Act, 1960 or company or any other legal entity, within period of three months /from the date or which fifty-one per cent of the total number of allottees in such a wings have booked their apartment.

8.2 Right of Way:

- a) The Owners of the land bearing 1) old Survey No. 70, new Survey No. 94, Hissa No. 1 admeasuring 3200 Square Meters and 2) old Survey No. 70, new Survey No. 94 Hissa No. 3 admeasuring 1200 Square Meters, admeasuring in aggregate 4400 square meters, lying, being and situate at Village Owale, Taluka and District Thane (“**Adjacent Property**”), have granted Right of Way of 12 meters width from and out of Adjacent Property in favour of Smt. Parvatibai Tukaram Mukadam and others by executing Deed of Right of Way dated 24th February 2023 for the property more particularly mentioned in the aforesaid deed, which is duly registered with the Sub Registrar of Assurances Thane at serial number TNN – 2/4814/2023.
- b) It is further clarified that, the Developer shall have full and unfettered right to grant to any of such society/ies and/or to the occupants of any other wings standing on any plot/s adjacent to and/or in the vicinity of the Said Property, Right of Way inter alia on the Said Property and/or any part thereof even after formation of Said Organization as is hereby envisaged and/or after execution of a conveyance of the Said Property and/or any part thereof as is hereby envisaged and the Purchaser(s) either individually or collectively as a member of any Said Organization shall not object to any such arrangement on any ground whatsoever.

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

The Said Organization shall be entitled to frame such rules, regulations and by-laws for the effective maintenance/ management of the infrastructure as the governing body and the same shall be binding and shall have full effect and full force against the Said Organization formed of the Purchaser(s) of wings to be constructed on the Said Property including its members and others as aforesaid. Any violation of the said

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

8.4 Conveyance:

The Promoter agrees and undertakes to execute the conveyance of the property as per the following conditions:

- a) In the case of a single building or a wing of a building: The Promoter shall execute the conveyance of the structure of the building or the wing of the building (excluding basements and podiums) in favor of the association of allottees or a legally constituted entity within three (3) months from the date of issuance of the occupancy certificate for the said building or wing.
- b) In the case of a layout with multiple buildings or wings: The Promoter shall execute the conveyance of the entire undivided or inseparable land underneath all buildings, jointly or otherwise, in favor of the association of allottees or a legally constituted entity within three (3) months from the date of issuance of the occupancy certificate for the last of the buildings or wings in the layout.

8.5 Raising of funds:

- (a) Purchaser(s) hereby declare/s and confirm/s that Developer has prior to the execution hereof, specifically informed Purchaser(s) that:-

Developer may enter into an arrangement with certain Banks and Financial Institutions (hereinafter collectively referred to "the said Banks"), under which the said Bank would grant a line of credit to Developer to facilitate development of Said Project undertaken and carried on by it, and as security for repayment of loans which may be advanced to Developer by the said Bank, Developer creates or causes to be created mortgages/charge on the unsold constructed premises thereon in favour of Said Banks, and the securities created in favour of the said Banks may be substituted from time to time;

- (b) The Developer specifically reserves the right to offer and to create charge on Said Project (except the said Premises) for obtaining development, construction and other finance from credit/financial institution, bank or other person/body that has already or may hereafter advance credit, finance or loans to Developer and Purchaser(s) shall give his/her/ their/its consent and permission to Developer for doing the same. Purchaser(s) whenever asked in support of by Developer in this regard shall give and grant to Developer, his/her/their/its specific, full, free and unqualified consent and permission for doing the same.

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

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

8.7 Others:

- a) In case during the course of construction and/or after the completion of the Said Project, further construction on any portion of vacant land or building or terrace becomes possible, Developer shall have the exclusive right to take up or complete such further construction. In such a situation, the proportionate share of Purchaser(s) in Said Property and/or in the Common Areas and facilities shall stand varied accordingly.
- b) In the event of paucity or non-availability of any material Developer may use alternative materials/article but of similar good quality. Decision of Developer on such changes shall be final.
- c) The Developer shall be entitled to allot any portion of the Said Property or portion of common area or amenities to the utility supplier for setting up electric transformer, communication or data antenna, or for any other utility services.

ARTICLE 9

USES

9.1 Alteration/Demolition/Destruction of Structure:

- (a) Purchaser(s) undertake/s that he will not alter/demolish/destroy or cause to demolish/destroy any structure of the said Premises or any addition(s) or alteration(s) of any nature in the same or in any part thereof. Purchaser(s) shall not harm or cause to harm any damage to the peripheral walls, front, side and rear elevations of the said Premises in any form. The Purchaser(s) shall also not change the colour scheme of the outer walls and painting of exterior side of the door and windows and shall also not carry out any change in the exterior elevation and design and shall not erect any fencing/hedging/grills without the prior permission of Developer. Purchaser(s) shall not partly/fully remove any walls of the said Premises including load bearing walls/structure of the same, which shall remain common between Purchaser(s) and the owners of adjacent premises.
- (b) Purchaser(s) shall keep the portion, sewers, drains and pipes in the said Premises and appurtenances thereto in good and tenable condition, and in particular, so as to support, shelter and protect the other parts of the Said Project in which the said Premises is situated, and shall not chisel or in any other manner cause any damage to the columns, beams, walls, slabs or RCC part or other structural changes in the said Premises, without the prior written permission of the Developer (after conveyance of the Said Property in favour of the Said organization) and wherever necessary, without the prior written permission of the concerned government, local and public bodies

and authorities; and licensed structural engineer in case of modifications/alterations to structural members.

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

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

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

9.3 Nuisance:

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

9.4 Possession of Common Areas:

Purchaser(s) shall have no right to claim partition of the Said Property and/or Common Areas/Facilities and the said Premises is not divisible. The possession of Common Areas will always remain with Developer and is not intended to be given to Purchaser(s) except a limited right to user subject to payment of all charges. After formation of Said Organization, the common areas and amenities shall vest in the Said Organization.

- 9.5 Part Occupancy Certificate:** The Developer shall be at liberty and entitled to complete any part/portion/floor/ wings of the Said Project and apply for and obtain part occupancy certificate thereof and give possession thereof to the Purchaser(s) of the Said Apartment therein and the Purchaser(s) herein shall not object to the same. In such event, however, if the Purchaser(s) take/s possession of his premises in such

part completed portion of the Said Project and the remaining work is carried on by the Developer or their agent or contractors with the Purchaser(s) occupying his premises, the Purchaser(s) shall not obstruct or object to the execution of such work, even if the same shall cause any nuisance or annoyance to him or other occupants of the Said Apartment.

ARTICLE 10 INDEMNITY

10.1 Special, Consequential or Indirect Loss:

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

10.2 Abidance by Terms and Conditions:

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

10.3 Furniture and Interior Decoration:

Upon taking possession of the said Premises, the Allottee, if so desires to carry out any interior work in the said Premises he shall be bound to submit to the Developer full-fledge drawings, plans, specifications etc. in respect thereof at least 15 days prior to commencing the same and he shall not commenced the same unless and/or without obtaining in writing permission from the Developer for the same. Further in such eventuality the Allottee shall be bound to deposit with the Developer Rs. 50,000/- (Rupees Fifty Thousand Only) as interest free fit-out deposit (Fit-out Deposit) for carrying out interior work in the said Premises, etc. and to ensure that there is no damage to the said Premises or any damage to any other part of the in the wings in which the said Premises is situate and/or the Facilities, Amenities etc. provided in the said Premises and/or the said wings in which the same is situate. The said Fit-

out Deposit shall be forfeited in the event of non-compliance with any of the terms and conditions as stated in the Developer' NOC by the Allottee. The Developer shall refund the said Fit-out Deposit at the time of hand over of the new Building to the Adhoc committee and/or to the Society subject to the terms set out in this Agreement, after deducting there from all such amounts in respect of damages, if any, caused to the said Premises or any damage to any other part of the said Building/Facilities, Amenities etc. whatsoever has been caused due to interior work carried out in the said Premises by the Allottee. The Allottee hereby agrees and undertakes that he will not do or omit to do any act which would damage said Unit/Premises and/or any part of the Said Project in which the same is situate and/or the Said Project in general and/or any machinery/equipment provided in the Said Project and/or the Said Project Building therein and/or the other Allottees in the Said Project and/or the Developer and the Allottee does hereby indemnify, keep indemnified, harmless and defended the Developer against all costs, expenses, charges and damages ensuing there from. The Purchaser shall be required to pay reimbursement of expenses incurred by the Developer or Said Organization, as case may be, for rectifying the unauthorized construction/alterations, damage to the structure, other defects arising out of negligence or poor workmanship.

10.4 Further Covenants:

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

ARTICLE 11 INSPECTION

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

ARTICLE 12
AGREEMENT FOR SALE

12.1 Stamp Duty and Registration Charges:

The stamp duty, registration fee/charges and other expenses paid on the execution of this Agreement shall be borne by Purchaser(s).

12.2 Prior Permission:

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

ARTICLE 13
DISPUTE RESOLUTION

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

ARTICLE 14
NOTICE

14.1 No Obligation:

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

14.2 Communication Address:

Purchaser(s) shall get registered his/her/their communication address and email address with Developer and it shall be the sole responsibility of Purchaser(s) to inform Developer about all subsequent changes, if any, in his/her/their e-mail address, postal address, by registered letter and also obtain a formal specific receipt of the same, failing which all communications/letters posted at the first registered address/postal address will be deemed to have been received by Purchaser(s) at the

time, when those should ordinarily reach such address and he/she shall be responsible for any default in payment and other consequences that might occur there from. In all communications, the reference of the said Premises must be mentioned clearly.

14.3 Communication Mode:

The Developer will communicate with Purchaser(s) mainly through official e-mail address. Purchaser(s) may communicate with Developer using officially notified e-mail id All Notices/Letters of communication to be served on Purchaser(s) as contemplated by this Agreement shall be deemed to have been duly served, if sent to Purchaser(s) or to the Second Purchaser in case of more than one Purchaser at the postal address or official e-mail address given by Purchaser(s). However, any change in the address of Purchaser(s) shall be communicated to Developer through registered post within 7 (Seven) days of such change. In case there are joint Purchasers all communication shall be sent by Developer to Purchaser(s) whose name appears first, at the postal address/official e-mail address given by him for mailing and which shall for all purpose be considered as served to all Purchaser(s) and no separate communication shall be necessary to the other named Purchaser.

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

THE FIRST SCHEDULE ABOVE REFERRED TO

SAID PROPERTY

all that pieces and parcels of land lying being and situate at village Owale, Taluka and District Thane, within limits of Thane Municipal Corporation bearing survey nos. and corresponding CTS no. are as follows:

Old Survey no.	New Survey no.	CTS no.	Area in sq.mtrs.
68/1/5	96/1/5	273/A	3705.75
		274/A	304.25
		Total	4010

bounded as per the village map,

THE SECOND SCHEDULE ABOVE REFERRED TO

(SAID PREMISES)

All that pieces and parcels of Flat No. _____ admeasuring _____ square meters Carpet area (as defined under RERA), enclosed balcony _____ square meters,

_____ square meters open balcony in Wing no. ____ known as _____, along with the ____ stilt/puzzle/mechanical tower parking space bearing no. _____ having _____ ft. length x _____ ft. breadth without consideration in the Complex known as “**Horizon Pearl II**”

Annexure '1'

The facilities/amenities provided in the building and/or provided in the common areas and /or in the layout as the case may be, shall be specifically listed / mentioned in the Second Schedule at the model form of agreement provided at Annexure 'A' under Rule 10 of the Rules in the manner as enumerated hereunder:

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)				
ii)				
iii)				
iv)				

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 / common organization	Size/area of the facilities/ amenities	FSI Utilized or free of FSI
i)						
ii)						
iii)						
iv)						

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 / common organization	Size/area of the facilities/ amenities	FSI Utilized or free of FSI
i)						
ii)						

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 of open spaces to be provided	Proposed Date of availability for use	Proposed Date of handing over to the common organization
i)					
ii)					
iii)					

E.) Details and specifications of the lifts:

	Type of Lift (passenger/service /stretcher/goods/fire evacuation/any other)	Total no. of Lifts provided	Number of passenger carrying capacity in weight (kg)	Speed (mtr/sec)
i)				
ii)				
iii)				

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.

SIGNED, SEALED AND DELIVERED)

By the within names "DEVELOPER")

M/s. K. M. DEVELOPERS

represented by its partner

MR. KSHITIJ MOHAN SHINDE

SIGNED AND DELIVERED by the)
 Within named "ALLOTTEE")

In the presence of

1.

2.

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ANNEXURE G- INTERNAL AMENITIES

- 600mmx600mm' Vitrified Flooring
- Anodized Coated Sliding Windows
- Bathroom Doors & Dry Balcony Doors
- Reputed Brand CP Fittings For Toilets
- Black Granite Platform with S.S. Sink & Service Platform
- Marble Frame To All Windows
- Water Proof Doors For Toilets
- Gypsum Finish For Internal Walls
- Concealed Electric Wiring & Plumbing

- Laminated Flush Doors For Bed Room & Main Entrance
- Generator Backup For Living Room

ANNEXURE H- EXTERNAL AMENITIES

- Generator Backup For Lift & Common Areas
- CCTV Camera For Lift & Common Area
- Intercom Facility
- Quality Elevator
- Top Class Elevation
- Children Play Area
- Jogging Track
- Drivers Room
- Creche Room

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LIST OF ANNEXURES

1. Annexure A:- The copy of commencement certificate
2. Annexure B:- copy of layout & sanctioned plan
3. Annexure C:- Copy of the certificate on title
4. Annexure D:- Copy of Property Register Card/ 7/12 Extracts
5. Annexure E:- copy of floor plan
6. Annexure F:- copy of RERA certificate

7. Annexure G:- details of Internal fixtures, fittings and amenities
8. Annexure H:- details of external amenities
9. Annexure I: Payment Schedule

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