

VILLAGE :- KULGAON, TALUKA:-
AMBARNATH,

DIST:-THANE

WARD NO. :- 2/9, b-1/C-3

Apartment Rera Carpet Area :- _____ Sq.mtrs.

Building is :- Stilt + 17 floors

Market Value :- Rs. _____/-

Actual Value :- Rs.

Stamp :- Rs. _____/-

AGREEMENT FOR SALE

**U/S 4 OF THE MAHARASHTRA OWNERSHIP FLAT(REGULATION OF
THE PROMOTION OF CONSTRUCTION, SALE, MANAGEMENT &
TRANSFER) ACT, 1963**

in

Project known as “Vedant Nakshatra J Phase–VI” bearing Maha RERA No.

P51700031084

This Agreement made at Kulgaon, Badlapur (w), Tal. Ambarnath, Dist. Thane on this ____ day of _____, Two thousand 2023

BETWEEN

M/S. THARWANI INFRASTRUCTURES, a proprietorship firm through its proprietor **Shri. Mohan Hardasmal Tharwani (PAN NO.AAOPT7033Q)**, adult, Occupation Business having its registered office at Tharwani Infrastructures ,Next to Sanjeevani Eye Hospital, Near State Bank of India, Ulhasnagar-421003, Dist. Thane hereinafter referred to as the “ **PROMOTER**” (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her/their heirs, legal representatives, executors, administrator and assigns etc.) the **PARTY OF THE ONE PART**

AND

_____ (PAN NO. _____) Indian Inhabitant, aged _____ years,
occ. **Service.**

_____ (PAN NO. _____) Indian Inhabitant,
aged __ years, occp. _____.

Mobile No. _____

E-mail ID – _____

Residing at. - _____.

hereinafter called as the "**ALLOTTEE**" (which expression shall unless it is repugnant to the context or meaning thereof mean and include his/her/their heirs, legal representatives, executors, administrator and assigns) of the **PARTY OF THE OTHER PART**

In this agreement, unless the context otherwise requires, the following terms are defined as under.

- i. MOFA 1963 means Maharashtra Ownership Flats (Regulation of Permission, Construction, Sale Management and Transfer) Act, 1963;
- ii. MOFA Rules 1964 means Maharashtra Ownership Flats (Regulation of Permission, Construction, Sale Management and Transfer) Rules, 1964;
- iii. R.E.(R & D) Act,2016 means Real Estate (Regulation & Development) Act, 2016;
- iv. Agreement means an agreement executed by the OWNER/DEVELOPER/ PROMOTER in favour of the allottee /

- purchaser under the provisions of Section 4 of the Maharashtra Ownership Flats (Regulation of Permission, Construction, Sale Management and Transfer) Act, 1963 read with provisions of Rule 5 of Maharashtra Ownership Flats (Regulation of Permission, Construction, Sale Management and Transfer) Rules, 1964 and the Agreement within the meaning of Section 2 (c) the Real Estate (Regulation & Development) Act, 2016;
- v. Allottee means the Allottee as defined in Section 2 (d) of R.E. (R&D) Act, 2016;
 - vi. Apartment means as defined u/s 2 (e) of R.E. (R&D) Act, 2016;
 - vii Flat/Apartment means as defined in Section 2 (a-1) of MOFA, 1963;
 - viii Architect as defined in Section 2 (h) of R.E. (R&D) Act, 2016;
 - ix. Building as defined in Section 2 (j) of R.E. (R&D) Act, 2016;
 - x. Carpet area as defined u/s 2 (k) of R.E. (R&D) Act, 2016;
 - xi. Commencement Certificate as defined in Section 2 (m) of R.E. (R&D) Act, 2016 and issued u/s 45 of the M.R. & T.P. Act, 1966.
 - xii. Common area as defined in Section 2 (n) of R.E. (R&D) Act, 2016.
 - xiii. Completion Certificate as defined in Section 2 (Q) of R.E. (R&D) Act, 2016;
 - xiv. Planning Authority means Kulgaon Badlapur Municipal Council.
 - xv. Occupation Certificate as defined in Section 2 (z)(f) of R.E. (R&D) Act, 2016.

- xvi. Project means as defined in Section 2 (ZJ) of R.E.(R&D)Act, 2016 and Real Estate Project means as defined in Section 2 (ZN) of R.E. (R&D) Act, 2016 i.e. Project known as Vedant Nakshatra J Phase VI bearing Registration No. _____;
- xvii. **The project** – means a Real Estate Project known as “Vedant Nakshatra- J Wing Phase VI”. The entire “Vedant Nakshatra Project” comprises of Building Nos. ‘A’ to ‘M’ and other buildings to be constructed on Land bearing Survey No. 70/1/2 (old survey no 70/1(p) and Survey No. 70/5/B (old survey no 70/5 (p) (part) totally admeasuring 23058.84 Sq. Mtrs. situated at Village Kulgaon, Taluka Ambernath, District : Thane. As on date the Municipal Corporation has granted Occupation Certificate in respect of building Nos. A to I. The building plans of building Nos. ‘J’, ‘K’, ‘L’ and ‘M’ are sanctioned. Whereas, L Wing S+1 approved (S+17) future expansion against TDR).
- xviii. Promoter as defined in Section 2 (Z)(k.) of R.E. (R&D) Act, 2016 and which include any person/firm/company or other legal / juridical entity or association of persons to whom OWNER/PROMOTER/DEVELOPER may transfer or assign the development rights in respect of the said project.

xix. Sanction Plans means as defined in Section 2 (za) of R.E. (R&D) Act, 2016;

Note: The expression and terminologies not defined herein would derive their meaning from the Deed of Declaration. In case of any conflict between the meaning of any term or expression or any other aspect of this Agreement and the Deed of declaration, the terminology used or the meaning assigned in the Deed of Declaration will prevail;

WHEREAS –

Whereas by Conveyance dated 03.01.2013 and executed between Shri Harshadrai Ratilal Thakkar and Smt. Suryabala Harshadrai Thakkar of the one part (hereinafter referred as vendors) and the Promoter of the other part, the Vendors sold absolutely to the Promoter an immovable property being piece and parcel of freehold land bearing Survey No. 70/1/2[old survey no 70/1(p)] and Survey No. 70/5/B [old survey no 70/5 (p)] totally admeasuring 23058.84 Sq. mtrs. area or thereabout situated at revenue Village Kulgaon, in the registration sub District of Ambernath, District Thane situated within the municipal limits of Kulgaon Badlapur Municipal Council and more particularly described in Schedule-I herein written (Hereinafter referred as Project Land). Complete Recital of Title of the Promoter to the Plot is as under

- A. The said property was ancestral property of Shri Harshadrai Ratilal Thakkar and Smt. Suryabala Harshadrai Thakkar and was inter alia subject matter of Special Civil Suit No. 525 of 1985 filed in the Court of Ld. CJSD, Pune which was decreed on 30.04.2005. According to the said Decree, the said property was allotted to the aforesaid two original Land Owners and consequently, Mutation Entry No. 5542 was made in VF No. 6 and their names were recorded as Owners.
- B. By Order bearing No. REV/K-1/T-14/NAP/SR-186 dated 16.01.2013 passed by Additional Collector, thane, the said property was converted from agricultural to non-agricultural user.
- C. Pursuant to the said order, the said original Land Owners had obtained a Commencement Certificate through their constituted attorney namely the OWNER/DEVELOPER/ PROMOTER from the Planning Authority-Kulgaon Badlapur Municipal Council on 3.08.2012 for construction of 9 buildings each having Ground plus three upper floors. While obtaining the said Development Permission, no TDR or Paid FSI or FSI/TDR of the internal DP Road having 18 Meter width had been used by the Original Land Owners or the OWNER/DEVELOPER/ PROMOTER herein.
- D. Thereafter, the said Land Owners Shri Harshadrai and Smt. Suryabala Thakkar sold the said property to the OWNER/DEVELOPER/ PROMOTER by registered Conveyance Deed executed on 03.01.2013 and registered with

the office of Sub-Registrar, Ulhasnagar on 4.01.2013 at Serial No. 180/2013 which was in furtherance of Agreement to Sell dated 30.09.2011 and Power of Attorney of even date which was registered at Serial No. 10037 /2011 and 10038/2011 respectively in favour of the OWNER/DEVELOPER/PROMOTER.

- E. After execution of the said Conveyance dated 03.01.2013, the name of OWNER/DEVELOPER/ PROMOTER has been recorded in the 7 x 12 extract as Owner of the said property by Mutation Entry No. 6309.
- F. Vide Deed of Transfer dated – 17/11/2021 Promoter has transferred ownership and Possession of the portion of land admeasuring 3391.16 sq. mtrs from Survey No.70/1/12 effected by development plan road in favor of Kulgaon Badlapur Municipal Council.
- G. Vide Lease Deed dated – 21/11/2022 registered at serial No. 17908/2022 the Promoter has given portion of land admeasuring 49.59 sq. mtrs lease for 99 years to MSEDCL for transformer.

AND WHEREAS the Promoter is entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove:

AND WHEREAS the Promoter is in possession of the project land.

AND WHEREAS The Promoter herein is well and sufficiently entitled to sell and/or deal and/or lease with in its own name and at its own risk and costs self

– contained shops/office/commercial in the said project on such terms and conditions as it may deem fit.

AND WHEREAS the Promoter has proposed to construct on the project land the following buildings. On 25.01.2017, the Planning Authority viz. Kulgaon Badlapur Municipal Council has issued a revised Commencement Certificate u/s. 45 of the M.R. & T.P. Act, 1966, bearing No. KBMC/UDD/BP/766-144/2016-2017, Unique No.144.

Thereafter, the promoter applied for Revised Building Permission/ layout sanctioned on the basis of the FSI which became additionally available to the promoter partly in the form of additional road FSI permissible to be used in accordance with the Development Control Regulations. By loading the said TDR and additional road FSI, the promoter applied for revised layout and Development Permission which was accordingly granted by Planning Authority, Kulgaon Badlapur Municipal Council, by its Building Permission /Commencement Certificate dated 05.01.2018 bearing No. KBMC /NRV / BP/ 214/2017-18 Unique No. 197.

Thereafter again, the promoter applied for Revised Building Permission/ layout sanctioned on the basis of certain changes in accordance with the Development Control Regulations which was accordingly granted by Planning Authority, Kulgaon Badlapur Municipal Council, by its Building Permission

/Commencement Certificate dated 02.11.2018 bearing no. KBMC/TPD/CC 8283/ 2018-2019 Unique no. 117.

Thereafter again, the promoter applied for Revised Building Permission/ Layout Planning Authority was pleased to approve said proposal and issued revised Commencement Certificate dated – 09.09.2021 bearing no. KBMC/NRV/BP/7244/ 2020-21 Unique no. 97 and Thereafter again, the promoter applied for Revised Building Permission/ Layout Planning Authority was pleased to approve said proposal and issued revised Commencement Certificate dated – 17/03/2022 bearing no. KBMC/NRV/BP/2240/2021-22 Unique no. 220 it is the presently the last sanctioned layout and according to the said entire layout, the project is to consist only 13 buildings (i.e. “A” to “M”). The promoter has received occupancy certificate for phase II, wing M dated 15/11/2022 bearing Serial No KBNP/NRV/594/2022-2023 The Promoter had proposed to construct building Nos. J, K and L having 17 upper floors. However, due to revised development control regulations, it is not possible to construct said buildings beyond 17 upper floors. Therefore, taking into consideration the revised D. C. Rules, the Promoter has decided to restrict construction of building Nos. J, K and L upto 17 floors. Promoter shall get Layout revised accordingly. As such after revision of layout, the project shall consist of 13 buildings and phases as under: -

- I. Building Wing A, Ground/Stilt + 7 Upper Floors, shopping on ground floor - 7 shops. 1 commercial Area and 2 Residential Flats on the First Floor and Residential Flats from 2nd to 7th floors.
- II. Building Wing B, Stilt + 7 upper floors
- III. Building Wing C, Stilt + 7 upper floors
- IV. Building Wing D, Stilt + 7 upper floors
- V. Building Wing E, Stilt + 7 upper floors
- VI. Building Wing F, Stilt + 7 upper floors
- VII. Building Wing G, Stilt + 7 upper floors
- VIII. Building Wing H, Stilt + 7 upper floors
- IX. Building Wing I, Stilt + 7 upper floors
- X. Building Wing J, Stilt + 17 upper floors
- XI. Building Wing K, Stilt + 17 upper floors
- XII. Building Wing L , Stilt + 1 (Approved) (stilt + 17 upper floors future Expansion against TDR)
- XIII. Building Wing M, Part Stilt + Part Ground + 20 upper floors

The Entire Project is to be completed in the following phase wise manner:-

BUILDING NO.	PHASE

Vedant Nakshatra A,B,C Phase	“I”
Vedant Nakshatra M Phase	“II”
Vedant Nakshatra L Phase	“III”
Vedant Nakshatra D,E,F,G,H,I	“IV”
Vedant Nakshatra K	“V”
Vedant Nakshatra J	“VI”

Promoter has reserved all rights to revise sanctioned layout and building plans from Wing J, K and L Upon such revision, if, the area of Recreational Garden/Compulsory open spaces/Amenity Space is changed /altered, and if certain portion of Land of Recreational Garden /Compulsory open Spaces /Amenity Spaces is handed over to planning authority then, flat purchasers shall not raise any objection for the same.

Every wing of Vedant Nakshatra is to be treated as separate phase in itself. Therefore, for the purpose of modification in sanctioned plans, the consent of the occupants/ flat/ shop purchasers of concerned phase shall only be required. For Example: For modification proposed in Wing J, consent of Wing K occupants shall not be necessary and the said occupants shall not raise any objection for the same.

Common Society Office and Drivers Room for the residents Of Wing J, K, L & M, is situated on first floor of Wing J. The Promoter will hand over the common society office to the society after completion of construction of building J,K,L & M.

The Allottee hereby also gives his/her/its irrevocable consent to the Promoter developing “**Vedant Nakshatra**” in such phase wise manner as the Promoter may determine, even after the promoter shall have completed the construction of the unit hereby agreed to be sold to the Allottee.

The Allottee hereby agrees to all the facilities and assistance that the Promoter may require from time, but at the costs and expenses of the Promoter so as to enable the Promoter to complete the development of “**Vedant Nakshatra**” in the manner that may determined by the promoter.

AND WHEREAS the Allottee is offered an Apartment bearing No. _____ on the _____ floor (hereinafter referred to as said “Apartment”) in _____ building known as **Vedant Nakshatra** being constructed in Phase VI of said Project by the Promoter.

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect M/S. “Architects INC” 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 registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at **Tharwani Infrastructure Vedant Nakshatra, Ramesh Wadi, Church Road, Badlapur (W) - 421503**. No. **P51700031084** authenticated. Copy is attached in **ANNEXURE "A"**.

AND WHEREAS the Promoter has appointed **Epicons Consultants Pvt. Ltd.** a structural Engineer for the preparation of the structural design and drawings of the building and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building.

AND WHEREAS on demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents pertaining to the title of the project land, tentative location and building plans the said Approved plans, various other specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder; The Allottee has satisfied himself/itself with all the documents as aforementioned and the Promoter's rights to the Project land and to construct the said Building thereon and the Allottee hereby explicitly agrees not to raise any dispute, complaint, and' or grievance of any nature whatsoever with respect to the same thereof. The Allottee further hereby confirms that there shall be no further investigation or objection by the Allottee in that regard and is fully satisfied of the competency of the Promoter to enter into this Agreement. The Allottee does

hereby agree and undertake to be bound by all the terms and conditions imposed by KBMC with regard to various sanctions, permissions, approvals etc., including the said Approved Plans at all times.

AND WHEREAS the Allotte hereto being interested to have allot, given, transfer and assign the said premises, approached the promoter with an offer in that behalf. In pursuance thereof the parties hereto held meetings by and between themselves wherein the promoter disclosed to the Allottee all the aforesaid facts and also gave information and inspection of documents relating to the same and the allottee hereto got himself/ herself/ themselves fully satisfied about the same and the Parties hereto thereupon finalized the transaction as to price/ consideration and other terms and conditions with regard to promoter giving and the Allottee acquiring from the Promoter's rights and interest in respect of the said premises. The said documents are as under.

- i** Sale Deed/conveyance dated 3.1.2013 referred herein above executed in favour of OWNER/DEVELOPER/PROMOTER.
- ii.** 7/12 extracts of lands bearing Survey No. 70/1/2[old survey no 70/1(p)] and Survey No. 70/5/B [old survey no 70/5 (p)] along with N.A. Order dated 16.1.2013.
- iii.** All the Commencement Certificate/Development permissions.
- iv.** Copies of all the proposed plans
- v.** Copies of actual extract of the first page of the Sanctioned Layout and the page of the block plan of the tenement hereby agreed to be sold.

AND WHEREAS the authenticated copies of certificate of title issued by Adv. Satish N. Notani dated – 01/03/2023, Advocates for the Promoters is annexed hereto and marked as **Annexure “B”**. Authenticated copies of 7/12 extract and NA Order are annexed hereto and marked as **Annexures “C” Collectively**.

AND WHEREAS the authenticated copies of Layout Plan, commencement Certificate have been annexed hereto and marked as **Annexure “D”**.

AND WHEREAS the Report on the Search of the said property which was taken from the office of the Sub-registrar of Assurances has been given by the Searcher Shri Satish Farad dated -11/11/2022 which is annexed hereto and marked as **Annexure “E”** to this Agreement.

AND WHEREAS the authenticated copies of plans of the Apartment agreed to be purchased by the Allotee, as sanctioned and approved by the local Authority/ Kulgaon Badlapur Municipal Council have been annexed hereto and marked as **Annexure “F”**. The approximate carpet area of the Apartment as defined in R.E. (R& D) Act, 2016 is marked in yellow colour, The plan showing location and Sizes of columns/pillars which protrude inside the Apartment agreed to be purchased by the Allotee, have been annexed hereto and marked as **Annexure “G”**.

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority i.e. Kulgaon Badlapur Municipal Council 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 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 Kulgaon Badlapur Municipal Council.

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

AND WHEREAS the Allottee has applied to the promoter for allotment of Apartment bearing No. _____ on the _____ floor (hereinafter referred to as said “Apartment”) in ___ building known as **Vedant Nakshatra** being constructed in Phase VI of said Project by the Promoter.

AND WHEREAS the carpet area of the said Apartment is _____ as defined in R.E. (R& D) Act, 2016. The building/s will be constructed in accordance with the plans, designs, specifications approved by the concerned local authority and which have been seen and approved by the Allottee with only such variations and modifications as the Promoter may consider necessary

or as may be required by the concerned local authority / Government to be made in them or any of them for a total lump sum consideration of **Rs. _____** which includes the Cost of the Apartment including but not limited to service platform, video door phone, floor rise charges, premium location charges, infrastructure development charges including but not limited to charges towards construction of internal roads, landscaping, charges towards construction and installation of electric substation/s, transformer/s, generator/s, water meter/s, sewage treatment plant/s, electricity meter/s charges, water connection/s charges including digging, laying and installation of pipelines and overhead tank/s, underground tank/s and bore well/s; solar equipment charges, legal charges, charges towards construction of common amenities. However, the said amount exclude Goods and services Act, does not include any other Municipal Taxes or Levies, Cess etc. or any such statutory taxes /cess/duties etc. nor does it include the three years' advance maintenance charges which would be required to be paid by the Allottee before handing over of the possession of the tenements by the Owner/Promoter/ Developer to the Allottee.

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 Allottee has paid to the Promoter a sum of _____ being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the pay and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee 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 Allottee, 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 Allottee hereby agrees to purchase the Apartment.

AND WHEREAS, the Promoter, though may not be strictly required as per the model Agreement provided under the RERA Rules, has made following disclosures –

i. The history regarding obtaining various Commencement Certificates/ Development permissions in respect of the said Real Estate Project is as under.

a. That the OWNER/DEVELOPER/PROMOTER applied for Revised Building Permission/ layout sanctioned on the basis of the FSI which became additionally available to the OWNER/DEVELOPER/ PROMOTER partly in the form of TDR generated from the land covered by 18 Mtr wide Development Plan Road by consumption of balance FSI of the “Said Property” to be consumed on the existing buildings No. A to I from Ground plus 3 upper floors to Ground plus 7 upper floors. The Kulgaon Badlapur Municipal Council was pleased to sanction revised plan by issuing Commencement Certificate bearing No. KBMC/BP/2013-14/2744-182, Unique No.102 dated 11.10.2013 in the name of erstwhile Owners Shri Harshadrai Ratilal Thakkar and Smt. Suryabala Harshadrai Thakkar through their Power of Attorney M/s. Tharwani Infrastructure, Tharwani in respect of the said property for construction of 19 buildings which were proposed to have Ground /Stilt + 7 upper floors and which were numbered as Wing ‘A’ to ‘S’. Out of the said buildings which were proposed to be constructed in the layout, building Nos. ‘A’ to ‘I’ were proposed to be built in the Southern portion of Residential Zone from sanctioned layout, whereas building Nos. ‘J’, ‘K’ and ‘L’ were shown in the Northern portion of Residential Zone in the sanctioned layout, whereas remaining 7 buildings designated as Wing ‘M’ to ‘S’ were proposed in Northern portion of Residential Zone of the said layout with specific designation “**Future expansion/construction against TDR**”. According to the said sanctioned

layout, there was shopping complex (7 shops) provided on half portion on the ground floor of

'A' wing and the remaining half is stilt, half portion of the First Floor is having 1 commercial user, 2 residential flats/Apartments and Residential Flats/Apartments from 2nd to 7th floors whereas on the ground floors of B to L buildings, provisions for stilt parking was made. All these building Nos. A' to 'L' were having 7 upper floors duly having sanctioned residential user.

- b. Thereafter, the OWNER/DEVELOPER/PROMOTER applied for permission to construct a Club house in the portion of the said land on the Southern side which is in the No

Development Zone and accordingly, the Planning Authority namely Kulgaon Badlapur Municipal Council granted permission for construction of Club House by issuance of

Commencement Certificate dated 5.08.2015 bearing No. KBMC/TP/BP/4838/2015-16 Unique -78 and Revised Commencement Certificate dated 12.04.2016 bearing No. KBMC/TP/BP/3024/7/2016-17 Unique -7, and Revised Commencement Certificate dated 18.10.2019 bearing No. KBMC/NRV/BP/9397/2019-20 Unique -82 and Revised Commencement Certificate dated 09.09.2021 bearing No. KBMC/NRV/BP/7244/2020-21 Unique -97. Revised Commencement Certificate dated 17/03/2022 bearing No. KBMC/NRV/BP/2240/2021-22 Unique -220 The said Club House is having approved area of 894.40 sq. mtrs. being equivalent to 10% of the total area of

land in the said layout falling in the No Development Zone (hereinafter referred to as 'NDZ' for short) to the extent of 8946.26 sq. mtrs. The OWNER/DEVELOPER/PROMOTER reserves the right to shift the club house to other location within the project as per any future expansion or amended plans until the final completion of the project.

- c. Thereafter, the OWNER/DEVELOPER/PROMOTER applied for Revised Building Permission/ layout sanctioned on the basis of the FSI which became additionally available to the OWNER/DEVELOPER/ PROMOTER partly in the form of Paid/Fungible FSI permissible to be used in accordance with the Development Control Regulations on payment of premium of Rs.54,65,460/-. The total additional Building potential which was used by the OWNER/DEVELOPER/ PROMOTER for obtaining the said revised Development Permission was to the extent of 2558.55 Sq. mtrs. By loading the said TDR and Fungible/Paid FSI and making provisions for construction of tenements by using the said TDR/FSI, the OWNER/DEVELOPER/ PROMOTER applied for revised layout and Development Permission which was accordingly granted by Planning Authority, Kulgaon Badlapur Municipal Council, by its Building Permission /Commencement Certificate dated 31.12.2015 bearing No. KBMC /TPD / BP/ 8969-134/2015-16 Unique No. 164.
- d. Thereafter on 25.01.2017, the Planning Authority viz. KBMC has issued a revised Commencement Certificate u/s. 45 of the M.R. & T.P. Act, 1966, bearing No. KBMC/UDD/BP/766-144/2016-2017, Unique No.144.

- e. Thereafter, the promoter applied for Revised Building Permission/ layout sanctioned on the basis of the FSI which became additionally available to the promoter partly in the form of additional road FSI permissible to be used in accordance with the Development Control Regulations. By loading the said TDR and additional road FSI, the promoter applied for revised layout and Development Permission which was accordingly granted by Planning Authority, Kulgaon Badlapur Municipal Council, by its Building Permission /Commencement Certificate dated 05.01.2018 bearing No. KBMC /NRP / BP/ 214/2017-18 Unique No. 197
- f. Thereafter again, the promoter applied for Revised Building Permission/ layout sanctioned on the basis of certain changes in accordance with the Development Control Regulations. The promoter applied for revised layout and Development Permission which was accordingly granted by Planning Authority, Kulgaon Badlapur Municipal Council, by its Building Permission /Commencement Certificate dated 02.11.2018 bearing no. KBMC/TPD/CC 8283/ 2018-2019 Unique no. 117 and revised Commencement Certificate dated 09.09.2021 bearing no. KBMC/ NRV/BP/7244/2020-21 Unique -97 Revised Commencement Certificate dated 17/03/2022 bearing No. KBMC/NRV/BP/2240/2021-22 Unique -220 is the presently the last sanctioned layout and according to the said entire layout, the project is to consist only 13 buildings. However, due to revised development

control regulations, it is not possible to construct said buildings beyond 17 upper floors.

Therefore, taking into consideration the revised D.C. Rules, the Promoter has decided to restrict construction of building Nos. J, K and L upto 17 floors. Promoter shall get Layout revised accordingly.

g. The Promoter has commenced construction of said Club House in accordance with the sanctioned plan and has obtained Occupancy Certificate dated – 27/10/2021 in respect of Club House.

The disclosures regarding future expansion/ development which would be undertaken / made by the OWNER / DEVELOPER / PROMOTER and which are already elaborately described in the Deed of Declaration are being specifically described herein (ad verbatim word to word) Deed of Declaration with a clear understanding between the OWNER/DEVELOPER/PROMOTER and the Allottee that this disclosure is being made so as to be a specific disclosure as contemplated by Section 7 and 7A of MOFA, 1963 and Sections 4, 11 and 14 of R.E. (R&D) Act, 2016 as and when the said Sections are notified and made applicable by the Government of India by issuing a Notification u/s 1 (3) of R.E. (R&D) Act, 2016 for the geographical area of Kulgaon Badlapur Municipal Council. The Allottee agrees that the Allottee has been completely made aware about these future developments and the rights

reserved by the OWNER / DEVELOPER/ PROMOTER and will not claim that this clause amounts to any blanket or any individual consent. The said disclosures are as under.

a) The OWNER / DEVELOPER / PROMOTER propose to construct additional floors on existing building Nos. J 'K' and 'L'.

According to the Development Permission which is presently granted, the OWNER/DEVELOPER/ PROMOTER is entitled to construct Buildings Nos. 'A' to M'. Building Nos. A to I are already constructed and Municipal Council has issued Occupation Certificates.

Postal address of the project will be "**VEDANT NAKSHATRA**", Survey No. 70/1/2(old survey no 70/1(p) and Survey No. 70/5/B (old survey no 70/5 (p)), Church Road situated at revenue Village Kulgaon, Kulgaon Badlapur Municipal Council, Taluka Ambernath, District Thane. The Promoter has given inspection of said Deed of Declaration and all subsequent Deeds executed for amendment of said Deed of Declaration. However, majority flat purchasers of building Nos. A to I approached promoter and requested for NOC to form Co-operative Housing Society accordingly the promoter has issued his NOC said flat purchasers have initiated process for formation of society. Hence, promoter has decided to cancel said Deed of Declaration.

b) In accordance with the provisions of the Maharashtra Regional & Town Planning Act, 1966 ('**MRTP Act**' for short) r/w Development Control Regulations of Kulgaon Badlapur Municipal Council, the

OWNER/DEVELOPER/ PROMOTER would be entitled to use Transferable Development Rights (TDR) by purchasing the same through

c) The promoter may handover possession of flat upon receipt of Part Occupancy Certificate. The Allottees, who are not covered under such part Occupation, shall not raise any objection nor shall seek possession of their respective flats. As, the planning authority has already issued part occupancy certificate and the said Apt/Shop/Commercial/ Bungalow is ready for possession. However, the said possession shall be handed over only upon payment of entire consideration.

**Note: The Promoter has handed over the said land 3391.16 Sq.mtrs affected by 18 mtrs Wide DP road to Kulgaon Badlapur Municipal Council.

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

1. The Promoter shall construct the commercial building consisting of **stilt + 17 upper floors** on the project land 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 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. Meaning thereby, the Promoter will not be required to obtain prior written consent of the Allottee in respect of any such variations or modifications except those which may adversely affect the actual area of location of the Apartment provided to be purchased by the Allottee.

1.a. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to give, allot, transfer and assign to the Allottee shop/ office/ commercial No. _____ on _____ floor having RERA carpet area of _____ Sq. mtrs.(i.e. _____ Sq. ft.), in the building being constructed on the project Land (hereinafter referred to as premises), which is more particularly described in the **SECOND SCHEDULE**. The building/s will be constructed in accordance with the plans, designs, specifications approved by the concerned local authority and which have been seen and approved by the Allottee with only such variations and modifications as the Promoter may consider necessary or as may be required by the concerned local authority / Government to be made in them or any of them for a total lump sum consideration of _____ being 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 Schedule III annexed herewith. The lump sum consideration also includes the Cost of the Apartment including but not limited to service

platform, video door phone, floor rise charges, premium location charges, infrastructure development charges including but not limited to charges towards construction of internal roads, landscaping, charges towards construction and installation of electric substation/s, transformer/s, generator/s, water meter/s, sewage treatment plant/s, electricity meter/s charges, water connection/s charges including digging, laying and installation of pipelines and overhead tank/s, underground tank/s and bore well/s; solar equipment charges, legal charges, charges towards construction of common amenities.

1.(b) The Allottee has paid on or before execution of this agreement a sum of **Rs.** _____ and hereby agrees to pay to that Promoter the balance amount _____ in the following manner:

Time of Payment	S+17	Amount in Rupees
On issuance of Letter of Allotment.	5%	
On execution and registration of Agreement for Sale	5%	
On commencement of Plinth Work	15%	
On completion of Plinth work	20%	
On completion of 1st Slab	3%	
On completion of 2nd Slab	3%	

On completion of 3rd Slab	3%	
On completion of 4th Slab	2%	
On completion of 5th Slab	1%	
On completion of 6th Slab	1%	
On completion of 7th Slab	1%	
On completion of 8th Slab	1%	
On completion of 9th Slab	1%	
On completion of 10th Slab	1%	
On completion of 11th Slab	1%	
On completion of 12th Slab	1%	
On completion of 13th Slab	1%	
On completion of 14th Slab	1%	
On completion of 15th Slab	1%	
On completion of 16th Slab	1%	
On completion of 17th Slab	1%	
On completion of 18th Slab	1%	
On completion of external plumbing, elevation, terraces with waterproofing	5%	
On completion of walls, Internal plaster, floorings,	5%	

doors and windows		
On completion of external plaster	5%	
On completion of lift, water pumps, electrical fittings, electro, Mechanical.	5%	
On completion of entrance lobby, plinth protection, paving of areas	5%	
On possession	5%	
Total	100%	

1(c) The total price excludes Goods and Service Tax (GST) excludes and does not include any other taxes and the purchaser has to pay GST as applicable as on the date of each payment made by the central government with retrospective effect, any levies of Govt or semi-govt. authorities, etc if applicable any in future, and nor does it include the three years' advance maintenance charges which would be required to be paid by the Allottee on or before handing over of the possession of the tenements by the Owner/Promoter/ Developer to the Allottee.

1(d) 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 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, which shall only be applicable on subsequent payments.

1(e) The receipt of amounts paid by the Allottee shall be issued as and when the cheque is honoured or the amount is otherwise received by the Promoter. It is agreed between the parties that the time fixed for the payment of the installments shall be the essence of this contract. AND WHEREAS the Purchaser/ allottee is aware that the said project is financed by “Bajaj Housing Finance Limited”, hereinafter referred to and called as ‘LENDER’ and the property under consideration is Mortgaged with “Bajaj Housing Finance Limited” by mortgage deed executed and the property (flat) / receivables are charged / hypothecated in favour of the Lender . A ‘No Objection Certificate’ (NOC) will be provided by the Lender for permission of Sale of the Property to the Purchaser / Incoming member and the same is attached as a part of this agreement. All the payments towards the Flat consideration and GST shall be made in the below-mentioned provided Bank accounts only, by Cheque/RTGS/NEFT/IMPS/DD- account details for payment of Flat consideration is as follows : (RERA Collection account)

Beneficiary Name: “Tharwani Infrastructures Vedant Nakshatra J Phase –VI”

Escrow Account No. :”

IFSC Code:

Bank Name:

Branch Name:.

and shall be sent to the office of the Promoters at **Tharwani Infrastructure Vedant Nakshatra, Ramesh Wadi, Church Road, Badlapur (W)- 421503.** either by hand delivery or Registered Post A.D. or by courier.

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. 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 Purchaser after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Purchaser within forty-five days. If there is any increase in the carpet area allotted to Purchaser, the Promoter

shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(h). The Allottee 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 undertakes not to object/demand/direct the Promoter/Developer to adjust his payments in any manner

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 Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

2.2 Time is essence for the promoter as well as the Allottee. The promoter shall abide by the time schedule for completing the project and handing over the Apartment/flat to the Allottee and the common areas to the Association of the Allottee's after receiving the Occupancy Certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely

payments of the installments and other dues payable by him/her and meeting the other obligations under the agreement subject to the simultaneous completion of construction by the promoter as provided in clause 1 (c) herein above (payment plan).

2.3 On getting the occupancy certificate, the Promoter may handover possession of the said unit to the Allottee even without electricity and water supply from respective competent authorities. The Allottee shall not raise any claim/demand against the Promoter for the delay in getting the Supply of electric and water. On the Promoters offering possession of the said unit to the Allottee, the allottee shall be liable to bear and pay their proportionate share in the consumption of electricity and water if sourced from alternate Source in the intervening period. Developer may make suitable arrangement of water supply through tankers. The expenses of said arrangement shall be paid from maintenance account.

3. The Promoter hereby declares that as per provisions of the said UDCPR the plot has a development potential of (Basic + premium + ancillary + TDR) = 48055.90 sq. mtrs built up area the (potential FSI + Non FSI) subject to approval from KBMC or competent authority.

3.1 The Promoter hereby declares that the Floor space Index available as on date in respect of the project land is **6697.39 sq.mtr.** only and Promoter has planned to utilize floor Space Index of **23.16 sq.mtr** by Availing of TDR or FSI available on planned of premiums or FSI available as incentive FSI by availing

on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available to the said project. The Promoter has disclosed the Floor Space Index of **6720.55 Sq.Mtrs** as proposed to be utilized by him on the project land in the said project and allottee has agreed to purchase the said apartment based on the proposed construction and sale of apartments to be carried out by the promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to promoter only.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession The Allottee agrees to pay to the Promoter, interest @ 9% or as specified in the RERA Rules, whichever is higher, on all the delayed payment which become due and payable by the Allottee 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 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter 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 payment of instalments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD/Courier 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 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 (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to

be provided by the Promoter in the said building and the Apartment as are set out in **Annexure 'H'**, annexed hereto.

6. The promoter shall give possession of the Apartment to the Allottee on or before **30th JUNE 2025**. While registering the project under the provisions of RERA the developer has proposed to complete the project on or before **31st DECEMBER 2024**. However, on account of pandemic situation and amendment to DC Rules, the developer has decided to revise the date of completion. Accordingly appropriate application will be filed before RERA seeking extensions. If the Promoter 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 promoter shall be liable on demand the refund to the Allottee the amounts already received by him in respect of the Apartment with Interest at the same as rate as mentioned in the clauses 4.1 herein above from the date the promoter received the sum till the date the amounts and interests thereon is repaid.

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

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

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

7.0 On execution and registration of present Flat Agreement, The Allottee has to pay following amounts for the reasons mentioned herein: -

Sr.no.	Particulars	Amount in Rs
1.	Flat cost	
2.	GST On Flat cost as applicable as on the date of each payment.	
3.	Advance Maintenance charges for 3 years 1 BHK – Rs. /- per month. 2 BHK – Rs. /- per month.	
4.	GST on Maintenance (as applicable as on the	

	date of the payment).	
5.	Charges for formation of Society	
6.	Legal costs, charges and expenses, including professional costs of the Attorney at Law/ Advocate of the Promoter in connection with formation of the Society.	
7	GST on legal charges and formation of society	

Note-

i. Flat purchaser should pay above stated amounts before taking possession of their respective flats/shops/commercial/offices. The payment of outstanding charges under these presents are condition precedent for handing over of possession.

ii. Other taxes, which are not included in the above amounts shall be paid as applicable at the time of each payment. Provided further, the Developer shall not be liable to contribute any amount towards Society Maintenance Charges in respect of unsold flats/Shops/Commercials/offices. The allottee has clearly, specifically and categorically agreed and

understood that the promoter shall not be liable to pay any maintenance amount in respect of his unsold flats or nonallotted car parking reserved for unsold units. The allottee shall not raise any objection, claim or hinderance of any nature whatsoever in respect of unsold flats of promoter or non allotted car parking either in his individual capacity or as a member of the proposed society/federation or as an office bearer/committee member of the said proposed society/federation. The allottee in his individual capacity or as a member of the proposed society/federation or as an office bearer/committee member of the said proposed society/federation shall not withhold any permission or grant of no objection or any other certificate or permission in respect of unsold flats or nonallotted car parking of the promoter. That failure to adhere to these conditions will amount to breach of trust.

7.1 **Procedure for Taking Possession**-The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the Agreement shall offer in writing the possession of the Apartment to the Allottee. The promoter agrees and undertakes to indemnify the Allottee in case of

failures of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agrees to pay the maintenance charges as determined by the Promoter or Association of Allottee, as the case may be. The promoter on its behalf

shall offer the possession to the Allottee in writing within 7 days of receiving the Occupancy Certificate of project.

7.2. The Allottee shall take possession of the Apartment within 15 days of the written notice from the promoter to the Allottee intimating that the said Shop/ Apartment/Commercial Unit are ready for use and occupancy

7.3. **Failure of Allottee to take Possession of Apartment:** Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the Apartment 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 Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any

structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence/office/ shop.

9. The Allottee along with other allottee(s) of Apartments in the building shall join informing and registering the Society or Association or a Limited Company 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 Society or Association or Limited Company and for becoming a member, including the bye-laws 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, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee 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 submit the application in that behalf to the Registrar for registration of the Co-operative Housing Society under the Maharashtra Co-operative Societies Act, 1960 or a Company or any other legal entity, within 3 (three) months from the date on which fifty one percent of the total number of allottees in such a building book ___their apartments.

The promoter has decided to form separate cooperative society for each building to be constructed in Vedant Nakshatra. A Federation of societies shall be formed within 3 months from date of issue of Occupancy certificate to the last building/wing in layout, each of the society shall become a member of said Federation.

9.1 The Promoter shall (subject to his right to dispose of remaining apartments, if any), execute the conveyance of entire undivided land underneath all the building Nos. A to M along with structure jointly in favour of Federation within three months from date of issue of occupancy certificate to the last of the building/wing in the layout.

9.2 Within 15 days after notice in writing is given by the Promoter to the Purchaser that the Apartment/ office/ shop is ready for use and occupancy, the Purchaser shall be liable to pay the proportionate share (i.e.in proportion to the

carpet area of the premises) of outgoings in respect of the project land and buildings constructed thereon 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 constructed thereon. Until the society, Association or Company of the said Building is formed, and the said building is transferred to it, the Allottee shall pay to the promoter such proportionate share of outgoings as may be determined.

10. The Developer / Promoter has invested a substantial amount in the development of the said property since its acquisition in 2011. To elaborate the Developer/ Promoter has incurred costs towards getting requisite approvals from the K.B.M.C. towards the development of the said land, towards construction of internal roads, electrification, towards supply of water and so on. Moreover, the Developer/Promoter has provided amenities such as club house, gym, swimming pool, children play area, lifts and so on. Therefore, the Proportionate amount spent by the Developer/Promoter forms a part of the total consideration for acquisition of the said Apartment/shop/office/commercial tenement along with the aforementioned amenities including but not limited to service platform, video door phone, floor rise charges, premium location charges, infrastructure development charges including butnot limited to charges

towards construction of internal roads, landscaping, charges towards construction and installation of electric substation/s, transformer/s, generator/s, water meter/s, sewage treatment plant/s, electricity meter/s charges, water connection/s charges including digging, laying and installation of pipelines and overhead tank/s, underground tank/s and bore well/s; solar equipment charges, legal charges, charges towards construction of common amenities.

Note: It has been decided by the promoter and hereby agreed by the purchaser that L-Type Platform in the kitchen for Flat No. 1 and 2 on the each floor from 1st Floor to 17th Floor will be provided by the promoter.

11. The Developer / Promoter has maintained a single account for all sums received towards the total consideration of the shop/ Apartment/office/commercial tenement. Therefore, the Developer/ Promoter shall be unable to give a separate account of this and it is clarified that the Developer/Promoter is not obliged to give accounts of moneys taken towards consideration of the said Apartments/shops/office/commercial tenement under the provisions of the MOFA, 1963.

12. The developer hereby declares that the project will be completed in phases wise manner and the amenities covered under that phase of project shall be handed over to the Allottees after completing said phase. The Allottees hereby declares and grant consent for the same and under no circumstance the amount paid for towards the amenity charges shall be claimed by Allottee. It will be

open for the developer to handover the amenities immediately after completion of construction of said amenities.

13. The Promoter has specifically informed to the Allottee/ Apartment Owner herein that the said building/ Apartment sold to the Allottee/ Apartment Owner is part of the bigger project being developed by us and though we are in the process of constructing more buildings/Villa in Phase Wise and therefore the completion of the entire project shall take its own time and that the Allottee/ Apartment Owner are not to take any objection for completion of constructions and for any common facility not available at that moment or that any inconvenience is caused immediately. No such complaint shall be entertained till the entire project is declared as complete by us. The propose date of completion of the entire project is on or before 31st December 2028.

14. A. The total price excludes Goods and Services Tax (GST) and does not include any other taxes and the purchaser has to pay GST on flat cost as applicable as on the date of each payment made by the central government with retrospective effect, any levies of Govt or semi-govt. authorities, etc if applicable any in future.

B. The Allottee undertakes to bear actual Legal expenses and document charges at the time of execution of this Agreement.

C. The Electric bills, maintenance charges and property tax will be borne by the purchaser for ready possession flats from the date of booking.

D. The Allottee undertakes to pay an amount of Rs. _____ over and above the total consideration payable viz _____ towards charges for formation of Co-operative Housing Society.

E. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share 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. The aggregate amount of maintenance charges payable for period of 3 years from the date of above referred possession notice, shall be paid before taking possession of Apartment. After completion of 1st period of 3yrs, the allottee shall deposit the maintenance charges in advance, for next period of 3yrs. The maintenance amount may be changed as per the discretion of the promoter. The said arrangement shall continue till handing over the apartments to the Board of Managers. The Allottee undertakes to pay Service Tax/GST on Maintenance amount. These maintenance charges shall be towards maintenance of common areas, lift, water charges, electricity charges, municipal and local taxes, revenue assessment as well as expenses towards professional services of Chartered

Accountants and Advocates. The Developer/Promoter shall maintain separate accounts for the said charges in accordance with its obligation under Section 5 of the MOFA, 1963. The purchaser shall pay the maintenance payable for the period of 3 years. On or before completion of the said period of 3 years, the purchaser shall pay the maintenance payable for further period of 3 years at the rate which will be fixed by the promoter/developer.

F. The maintenance charges so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until the building is handed over, subject to the provisions of Section 6 of the said Act and the aforesaid deposits (less deductions provided for this Agreement) shall be paid over by the Promoter. The Allottee undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 4th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

G. The Developer shall have sole discretion to fix maintenance charges separately for different types of units and to appropriate said charges in proportion of area of unit.

H. The Promoter shall have complete discretion to utilize maintenance charges. Taking into consideration the available funds, the promoter shall make expenses for repairs and maintenance. Promoter shall maintain accounts of expenses incurred by utilizing the maintenance charges.

I. Individual unit purchaser/s shall not have any right to raise complaints regarding services like, security, CCTV, Sweepers, Garden, Electricity, Lifts, etc and all other services mentioned herein above. In case of joint request made by more than 75% unit purchasers, the Promoter shall, taking into availability of funds, consider up-gradation of services and not otherwise.

J. Promoter shall not be duty bound to maintain the building in perpetuity, after completing entire project and after obtaining final occupation certificate, the promoter may give notice to flat purchasers and my hand over charge of buildings to Society. After issuance of such notice, the Promoter shall get automatically relieved from his duty as promoter to maintain the building and thereafter, the unit holders shall maintain the building at their cost.

K. The Promoter shall utilize the sum of Rs.5000 paid by the Allottee to the Promoter of meeting all legal costs, charges and expenses, including professional costs of the Attorney at Law/ Advocate of the Promoter in connection with formation of the Society.

15. The Allottee after taking possession of the said Apartment shall not be entitled to complain about the construction of the building or of the Apartment or the quality of the work or materials used and the amenities provided in the said building or Apartment/shop/commercial etc. The fittings, fixtures and amenities being mentioned in Schedule hereunder written. Whereas the

DEVELOPER/ PROMOTER in the event of non-availability of material etc. shall have right to replace the said amenities with the similar amenities.

16. The Promoter has already obtained Occupation Certificate of Building Nos. A to C which are registered as part of one project by name Vedant Nakshatra ABC Phase

I. The Occupation Certificate of Building Nos. D to I is also obtained and said buildings form part of Vedant Nakshatra D to I Phase IV. Commencement Certificate

of building No. M is issued by the planning authority and the construction work is in progress. Said building No. M is known as Vedant Nakshatra M Phase II. Building No.

L is known as Vedant Nakshatra L Phase III. Whereas, building Nos. K is part of Vedant Nakshatra Phase V, building Nos. J is part of Vedant Nakshatra Phase VI. Commencement Certificate of building No. J is issued by the planning authority and the construction work is in progress. The entire project of Vedant Nakshatra comprises of building Nos. A to M and the Promoter shall complete the entire project on or before **31st DEC. 2028**. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents as per the provisions of Section 8 of Maharashtra Ownership of Flats Act, by the aforesaid date or the date or

dates prescribed in Section 8 of the said Act, then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with simple interest at nine per cent per annum from the date the Promoter received the sum till the date the amounts and interest thereon is repaid, provided that by mutual consent it is agreed that dispute whether the stipulations specified in Section 8 have been satisfied or not will be referred to the Competent Authority who will act as an arbitrator. Till the entire amount and interest thereon is refunded by the Promoter to the Allottee they shall, subject to prior encumbrances if any, be a charge on the said land as well as the construction or building in which the Apartment are situated or were to be situated.

17. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite right 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 has 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 RERA registration form;

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 has 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 has 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 created herein, may prejudicially be affected; vii. The

Promoter has 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 [Apartment] which will, in any manner, affect the rights of Allottee under this Agreement; viii.

The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment] to the Allottee in the manner contemplated in this Agreement;

ix. After completion of entire project i.e. building Nos. A to M the Promoter shall handover lawful, vacant, peaceful, physical possession of the Common areas of the structure to the Association of the Allottees;

x. The Promoter has duly paid and shall continue to pay and discharge 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.

Xii. That in respect of unsold apartment/ Flats/shops/Units, the Grantor/Promoter shall not be made liable to pay any amount/ contribution/ maintenance/corpus fund etc to General body of Society or any other association of Flat/shop purchasers. The liability to pay such maintenance/

contribution shall commence after sell of said Apartments/ Flats/ Units. The Purchaser would be liable to pay that amount with effect from date of possession. It is made clear that the Grantor/Promoter shall be at liberty to retain unsold flats/ Apartment/ Units without making any payment towards maintenance for common expenses till the actual sale of Flats/shops. even after handing over of charge to General body of Society, no claim of whatsoever nature shall be made against promoter in respect of unsold flats/shops.

XIII In the event of organization of all the Allottee/s being formed and registered before the sale and disposal by the Promoter of all the units/parking spaces, the powers and the authorities of such organization shall be subject to the overall authority and control of the Promoter in respect of all the matter concerning the said building and in particular the Promoter shall have absolute authority and control as regards the unsold units/covered parking spaces and disposal thereof; PROVIDED AND ALWAYS the Allottee/s hereby agree/s and confirm/s that in the event of such organization being formed earlier than the Promoter dealing with or disposing off all the units in the said building then and in that event any Allottee/s of Apartment/covered parking space from the Promoter shall be admitted to such organization on being called upon by the Promoter without payment of any premium or any additional charges.

Xiii. The Promoter shall be Entitled to sell the unalloted units in said project without any separate permission or consent of said Society. The promoter may

mortgage the unallotted units of the said project with the financial institution without any separate NOC from Society.

Xiv. The Allottee or Society shall not be entitled to demand any transfer charge for the transfer of unallotted units by the promoter to prospective allottees.

Xv. The prospective allottees of unallotted unit will be inducted as a member of the said Society and no objection shall be raised by the said Society or the allottee herein.

Xvi. The promoter is entitled to retain all unallotted parking spaces in the said project and allottee Society shall not raise any objection or create any hindrance in the enjoyment of said parking by the promoter.

Xvii. The Promoter is entitled to all the rights of being a member of Society i.e right to attend meeting, right to vote in the meeting etc.

18. The Allottee or himself/themselves with intention to bring all persons into whatsoever hands the Apartment may come, hereby covenant with the Promoter as follows:

a) To maintain the Apartment at Allottee's own cost any good tenable repair and condition from the date of possession of the Apartment is taken and shall not do

or suffered to be done anything in or to the building in which the Apartment is situated staircase or any passages which may be against the rules, regulations or

bye laws or concerned local or any other authority or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without consent of the Local Authorities if required.

b) Not to store in the Apartment 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 Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages whose upper floors which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the Breach.

c) To carry at his own cost all internal repairs to the said Apartment and maintain the apartment in the same conditions, state and order in which it was delivered by the promoter to the Allottee and shall not do or suffering to be done anything in or to the building in which the Apartment is situated or the Apartment which may be given by rules and regulations and bye laws of the

concerned local authority or other public authority. And in the event of Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local Authority and/or other public authority.

d) Not to demolish or cause to be demolished the Apartment 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 Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains pipes in the Apartment and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

e) Not to do or permit to be done any Act or thing which may render void or voidable any instance of the said land and the building in which the Apartment is situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance.

f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said land and the building in which the Apartment is situated.

g) To bear and pay increase in local taxes, water charges, insurance and such other levys, 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 Apartment by the Allottee viz., user for any purposes other than for residential purpose.

h) The Allottee shall not let, sub let, transfer, assign or part with Allottee interest or benefit factor of this agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up and only if the Allottee had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee has intimated in writing to the Promoter.

i) The Allottee shall observe and perform all the rules and regulations which the Society shall frame and 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 apartments therein and

for the observance and performance of the Building Rules, Regulations and Bye Laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the Apartment 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.

j) Until the Society is functional and the said land and building/s transferred to it, the Allottee shall permit the Promoter and their Surveyors and agents, with or without workmen and other at all reasonable times to enter into and upon the said land and buildings or any part thereof to view and examine the state and condition thereof.

k) In The event of any portion of the said property being required for putting up an electric sub-station/watchman room/Generator/OWC/STP/Fire Fighting Pump Room Balancing Tank for Swimming Pool, and any other use the Promoters shall be entitled to give such portion to the concerned body for such purpose on such terms and conditions as the Promoters shall think fit. The tentative plan for showing the location of Sewage Treatment Plant (STP)/ Organic Waste converter (OWC)/ electric sub-station / Fire Fighting Pump Room, the Promoter has reserved his right to change

the location of Sewage Treatment Plant (STP)/ Organic Waste converter (OWC)/ electric sub-station / Fire Fighting Pump Room as may be required. The promoter reserves the right to lease out the Transformers/ Sub-stations to MSEDCL if it is made compulsory by the MSEDCL at any point of time and the flat purchasers shall not raise any objection for the same.

19. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or towards maintenance and shall utilize the amounts only for the purpose for which they have been received.

19(a) In the interest of Purchasers and for environmental safety as per statutory requirement, a centralized Sewage Treatment Plant shall be operated and managed by agency appointed by the Promoters/Proposed Society of the Allottee/s/Federation/Apex body of the Societies. The said agency will supply treated water to all the buildings of the Project/Federation on the scheduled times, depending upon the availability of the said water. The usage of such treated water will be measured by water meter and the said agency will charge and claim the cost from the organization of the Purchasers per month as per consumption and accordingly the Purchaser will be mandatorily abide to pay those charges when claimed, also that as and when co-operative housing society shall be formed for a building or the Apex Body/Federation of all the Societies of the buildings to be constructed on the said property, such Society

needs to share the operation and maintenance cost of the STP irrespective of the case whether the treated water is used or not by the Society as this is centralized STP for buildings in the project Vedant Connect.

19(b) So long as each of the Apartments / Covered Parking Spaces in the said building is/are not separately assessed for municipal taxes and water taxes etc., the Allottee/s shall pay to the Promoter or to the Society when formed, a proportionate share of the municipal taxes and water taxes etc. assessed on the whole Building, such proportion to be determined by the Promoter on the basis of the area of each Apartment/covered parking in the said building. The Allottee/s along with other allottee will not require the Promoter to contribute to the proportionate share of the water charges, tanker water charges, electricity used for water, lifts and any other similar charges relating to occupation in respect of the building which are not sold and disposed off by the Promoter. The Promoter will also be entitled to the refund of the Municipal Taxes on account of such vacancy of such units.

19(c) In the event, the Promoter is providing any item/article/machinery in which warranty or guarantee has been provided by the Manufacturer/Supplier/Seller in such situation if there is any problem in those items/articles/machinery, the Allottee/s shall directly pursue with concerned manufacturer/agency for getting the same repaired/replaced without bothering the Promoter.

19(d) The Allottee/s agree and undertake not to raise any nature of objection whatsoever as regard to giving access to the third party plot/s going through the plot/building compound, to such owners/possession holders or their authorized agents of the third party plots within the said property or adjacent to the said property.

19(e) The Allottee/s hereby confirms and it is expressly agreed that the Promoter shall be entitled without affecting the rights of the Allottee/s to the said unit, to revise, amend, alter, modify, rectify and resubmit and/or change the approved building plan and layout plan, amalgamation, subdivision of plots and/or relocate recreational garden/s or amenity spaces or parking in the layout in respect of the said property, pursuant to obtaining necessary permission from competent authority.

20. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Apartment or of the said plot and building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment thereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces etc. will remain the property of the Promoter in so far as parking spaces are concerned, it is agreed between the parties as under.

21. As per the Development permission, the Promoter/Developer is under obligation to provide requisite “Car Parking Lots/Stilt/Stack/ Parking”. Accordingly, the Promoter/Developer has made provision for said “Car Parking Lots/Stilt/Stack/Puzzle/ Tower Parking. The Developer/Promoter has informed about availability of Stilt/Stack/Puzzle/Tower Parking. However, the Allottee is **Not Interested** in having the “Stilt/Stack/Puzzle/Tower Parking. The Allottee has also consented for allotment of Car Parking Spaces to the other Allottees who are interested in having the car parking’s. Allottee will not have any objection for the allotments done by the Promoter/Developer of Car Parking Spaces. Allottee hereby declares that he will not raise any objection for the allotments done by the Developer of such car parking’s Stilt/Stack/Puzzle/Tower Parking nor will obstruct the allottees from using the Car Parking Stilt/Stack/ Puzzle/Tower Parking Spaces allotted by the Developer/Promoter to them. The Promoter has shown the stilt/Stack/Puzzle/Tower Parking and two-wheeler parking on approved plan, but the promoter on its own discretion can add/ delete/ change the parkings during the construction and the promoter can add puzzle/ stack/Tower parking also.

22. The Allottee will utilize the parking, if allotted, for his/her/their personal use. The location and other details viz parking number shall be intimated at the time of handling over of possession of the said unit.

23. The Allottee shall not be allowed to allot/ transfer/ let-out said parking space to any outsider/visitor i.e other than the parking allotted of said unit.

24. The said parking must be used only for the purpose of parking vehicle and not for any other purpose.

25. Allottee shall keep the said parking space as shown in the sanctioned plan of said project and shall not enclose or cover it in any manner.

26. Promoter has shown the open/stilt/stack for four wheeler parking and two wheeler parking on approved plan, but the promoter on its own discretion can add/delete/change the parking during the construction as per his requirement.

27. The Developer has made provision of stack parkings in stilt parking area itself. Meaning thereby the stilt parking space can be used to park two vehicles (1 at stilt level & 1 at stack level) The Developer has decided to allot the said parking space (compromising of 1 stilt parking and 1 stack parking) In common to, two flat purchaser. So that, the expenses for maintaining stack parking can be shared by said two owners. Furthermore, said two flat owners can make interse arrangements regarding their vehicles. The details regarding co-allottee

of parking space shall be provided in parking allotment letter. The flat purchaser do not have any objection for such common allotment.

28. The society shall not have right to cancel allotments made by promoter and shall finally ratify the reservation of such parking in its first meeting at the time of handover by the promoter.

29. Furthermore, the developer has proposed for parking like open/stilt/stack that the allotted parking will be managed and maintained by the allottees only and if any taxes are related to same in future that will also exclusively borne by the allottee.

30. Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee nor shall the same in Way manner prejudice the rights of the Promoter.

31. The Allottee understand and accept that the promoter is developing the said entire project in phases. This agreement is for particular unit in

one wing in a particular phase the right of the promoter to construct and develop this phase and all other phase remains unhindered and the allottee shall not claim exclusive right title and interest in any portion of the land or any phase or constructed/ under construction area or amenity space or the FSI on this said land in the said entire project till the completion of all phases and conveyance of the said land to the confederation of the societies.

31. The Allottee shall obtain “No Objection Certificate” and No Dues Certificate” from promoter to transfer the right, title and interest in respect of the said unit to third party during course of construction of said project or before possession of said unit to Allottee whichever is later. Without obtaining the said certificates any document executed by Allottees in the name of a third party shall be treated as void –ab-initio’.

32. The Allottee and/or the promoter shall present this Agreement as well as the Deed of Apartment to be executed in future u/s 5 of the Maharashtra Apartment Ownership Act, 1970 at the proper registration office, within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

33. That all notices to be served on the Purchaser and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below: -

IF to the Promoter:

M/s Tharwani Infrastructures,

Near MeeraNx Hospital,

KalyanAmbarnath Road,

Ulhasnagar 421003.

IF to the Allottee:

Name and address of Allottee:-

Mr. / Mrs. _____

Address: _____.

Email id-_____.

Phone No_____.

33(a) **Correspondence:** The Flat/Apartment/Shop/Commercial Unit owners may communicate their request, demands, complainants etc to the promoter through email. The email id of Promoter

is nakshatra@tharwaniinfrastructures.com

and “legal@tharwaniinfrastructures.com”. It shall be responsibility of all Flat/Apartment/ Shop/Commercial owners to provide the details like phone number, email id etc before taking possession of the flat. The complaints, requests, demands etc shall be only communicated only through email.

Flat/Apartment owners shall not sent their complaints through courier post or by hand delivery. No such complaint shall be entertained. Without prior approval, Flat/Apartment/Shop/Commercial Unit owners shall not enter the office premises of Promoter.

34. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES Hereto that the terrace space in front of or adjacent to the terrace apartments in the said building, if any, shall belong exclusively to the respective Allottee of the terrace apartment and such terrace spaces are intended for the exclusive use of the respective terrace Allottee. The said terrace shall not be enclosed by the Allottee till the permission in writing is obtained from the concerned local authority and the Promoter or any society, or as the case may be, the Limited Company.

35. PROMOTER SHALL HAVE RIGHT TO MORTGAGE OR TO CREATE A CHARGE- If such mortgage or charge is created, then, it shall be the responsibility of promoter to clear the said mortgage or charge before

handing over possession to prospective buyer. The allottees undertake hereby gives his/her/their Express consent to the promoters to raise any loan against the said land and or the said buildings under the construction and to mortgage the same with any bank or bankers or any other Financial Institutions or any other party this consent is on the express understanding that any such loan liability shall be cleared by the promoters at their own expenses on or before handing over of charge of the building and the land to the board of Managers/Associations of flat Owners.

36. **BINDING EFFECT** - Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30(thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the 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 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 for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection

therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

37. 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 apartment/plot/building, as the case may be.

38. RIGHT TO AMEND: This Agreement may only be amended through written consent of the Parties.

39. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES - 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 [Apartment/Plot], in case of

a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

40. **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.

41. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT** - Wherever in this

Agreement it is stipulated

that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Project.

42. **FURTHER ASSURANCES** - Both Parties 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.

43. **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, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at .

36. In the event of any dispute or differences between the parties hereto in relation to the interpretation of any terms or conditions of this Agreement for contract entered into by the parties by this Agreement, till the commencement of relevant Sections of R.E. (R&D) Act, 2016 by the issuance of a notification u/s 1 (3) of R.E. (R&D) Act, 2016 by the Government of India for the geographical area of the said property, all disputes and differences between the

parties would be referred to a Sole Arbitrator to be appointed by mutual consent of the parties hereto and in the absence of such consent u/s 11 of the Arbitration & Conciliation Act, 1996 or any statutory amendments, requirements/modifications thereof and the parties agree that Civil Court will not have jurisdiction to try and entertain any such dispute. The suit of the Arbitration will be at Ulhasnagar, the arbitration will be conducted in English and the Arbitrator will give reasons for the Award.

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SCHEDULE- I HEREIN ABOVE WRITTEN

ALL THAT piece or parcel of land known as plot of land bearing Survey No. 70/1/2(old survey no 70/1(p) and Survey No. 70/5/B (old survey no 70/5 (p) part situated at village Kulgaon, Tal- Ambernath, Dist. Thane admeasuring 23058.84 Sq. Mtr or thereabout and bounded as follows that is to say:

ON OR TOWARDS THE NORTH : S.NO.53 & 55

ON OR TOWARDS THE SOUTH: S.NO.53 PARTLY AND ROAD

ON OR TOWARDS THE EAST : S.NO.63

ON OR TOWARDS THE WEST : S.NO.53 & 54

SCHEDULE II

One self-contained Apartment/ ~~shop/ office/ commercial~~ bearing No. _____ on the _____ **Floor** in the building **phase** _____ in the project named **“VEDANT NAKSHATRA – “J” Phase VI** having an approximate carpet area of _____ **Sq. mtr** as defined in R.E. (R& D) Act, 2016. As per the

definition under the Maharashtra Ownership Flats (Regulation of the promotion of construction, sale, management and transfer) Act, 1963 (herein after referred to as the said MOFA), (hereinafter referred to as “the said Apartment”) includes the areas of columns/pillars/Beams which protrude inside the Apartments provided that the actual area may differ to the extent of 3% of the agreed carpet area of the apartment.

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SCHEDULE III

AMENITIES TO BE PROVIDED

1. Earthquake resistant RCC design construction with attractive elevation.

2. Entrance lobby.
3. Solar Water System.
4. Reputed brand lift with each tower.
5. Stand by generator for lift & common area.
6. Security Grill is not provided at Terrace. Terrace is protected With M.S Railing.

(In the event of non-availability of material etc. shall have right to replace the said amenities with the similar amenities)

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IN WITNESS WHEREOF the Parties hereto have signed and delivered these presents the day and year herein above mentioned.

Signed and delivered by the)

Within named Developer/Promoter)

M/S THARWANI INFRASTRUCTURES)

The party of the ONE PART through)

Its proprietor **Shri Mohan Hardasmal Tharwani**)

in presence.....)

Signed and delivered by the)

Within named Other Part

MS. RENAM SIDHANA. ALIAS MRS. RENAM SOURABH YADAV.

)

MR. SOURABH YADAV.

)

In presence of witnesses.....

)

1. _____

2. _____

RECEIPT

RECEIVED from the above named the Other Party the sum of **Rs. 11,000/- (Rupees Eleven Thousand Only)**, as and by the way of part payment/~~advance/full~~ of Sale Consideration as herein above mentioned by Cheque/RTGS.

1. By **UPI:32453680017**, Dt. **02/09/2023**, Drawn on **HDFC Bank**, Amount **Rs.11,000/-**

Cheques are subject to realization.

I SAY RECEIVED

**FOR M/S THARWANI
INFRASTRUTURES**

PROPRIETOR

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