

AGREEMENT FOR SALE

THIS AGREEMENT is made and entered into at Thane this _____ day of _____ in the Christian Year Two Thousand Sixteen.

BETWEEN

M/S OVLA BUILDERS AND DEVELOPERS PVT. LTD., (PAN NO. AAACO2015Q) a private limited company incorporated under the Companies Act, 1956, having its registered office at Ground Floor Windson Heights Opp. Colourchem Company, Behind Hanuman Temple Balkum Thane West – 400608. , hereinafter referred to as “**The Promoter**” (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **One Part**;

AND

- (1) _____ Age ____ years, (PAN NO. _____),
 (2) _____ Age ____ years, (PAN NO. _____)

Occupation _____, presently residing at _____; hereinafter collectively referred to as the “**Purchaser**” (which expression shall, unless contrary to the context or meaning thereof, meaning and include his/her/their/its heirs, representatives, executors and assigns) of the **Other Part**;

WHEREAS:

- A) (i) One Shri. Nandkumar Jana Bhoir & Others, were the absolute owners and fully seized and possessed of and otherwise well and sufficiently entitled to
 (a) all that piece and parcel of land admeasuring about 0H-03R-8P equivalent to 380 sq. mtrs. or thereabouts bearing Old Survey Nos. 114/C and corresponding New Survey Nos. 225/4,
 (b) all that piece and parcel of land admeasuring about 0H-11R-2P equivalent to 1120 sq. mtrs. or thereabouts bearing Old Survey Nos. 252/4(Pt.) and corresponding New Survey Nos. 224/4A and
 (c) all that piece and parcel of land admeasuring about 0H-00R-5P equivalent to 50 sq. mtrs. or thereabouts bearing Old Survey Nos. 252/5 and corresponding New Survey Nos. 224/5,
 totally admeasuring 1550 sq. mtrs., lying, being and situated at Village Balkum, Thane, Taluka and District Thane, Registration District & Sub-District Thane and within the limits of Thane Municipal Corporation (hereinafter referred to as the said **First Land**);
- (ii) By and under a Development Agreement dated 29.10.2004, duly registered with the Sub-Registrar, Thane-5 under document No.TNN5-7801-2004, read with a Deed of Correction dated 13.02.2008, duly registered with the Sub-Registrar, Thane-5 under document No.TNN5-03730-2008, on 30.04.2008 the said _____ Shri. Nandkumar Jana Bhoir & Others had granted the development rights and agreed to sell and transfer the said First Land to the Promoter hereto, for the consideration and on the terms and conditions contained therein.

- (iii) Pursuant to the Development Agreement dated 29.10.2004 the said Shri. Nandkumar Jana Bhoir & Others had executed an irrevocable Power of Attorney dated 29th October 2010 registered in the Office of the Sub-Registrar of Assurances at Thane-5 under Serial No.797/10 on 29th October 2010 in favour of the Directors of the Promoter;
- (iv) Pursuant to terms of Development Agreement dated 29.10.2004, the Promoter was put into possession of the said first land by said Shri. Nandkumar Jana Bhoir & Others;
- (v) Later by and under a Deed of Conveyance dated 03.12.2013, duly registered in the office of Sub-Registrar Thane-2 under document No.TNN2-9321-2013, on 04.12.2013 said Shri. Nandkumar Jana Bhoir & Others had sold, transferred and conveyed the land bearing Old Survey Nos. 252/4(Pt.) & 252/5 and having corresponding New Survey Nos. 224/4A & 224/5 respectively in aggregate admeasuring 1170.00 sq. mtrs., lying, being and situated at Village Balkum, Thane, Taluka and District Thane forming part of the said First Land to the Promoter hereto, at and for the consideration and upon the terms and conditions contained therein. As a result the Promoter became fully seized and possessed of and otherwise well and sufficiently entitled to develop the said First Land;
- B) (i) One Shri. Shyam Dattatray Patil & Others, were the absolute owners and fully seized and possessed of and otherwise well and sufficiently entitled to all that piece and parcel of land bearing Old Survey No. 252/6 corresponding to New Survey No. 224/6 admeasuring about 0H-07R-0P equivalent to 700.00 sq. mtrs., lying, being and situated at Village Balkum, Thane, Taluka and District Thane, Registration District & Sub-District Thane and within the limits of Thane Municipal Corporation (hereinafter referred to as the **said Second Land**);
- (ii) By and under a Development Agreement dated 31.12.2004, duly registered with the Sub-Registrar, Thane-5 under document No.TNN5-09487-2004, the said Shri. Shyam Dattatray Patil & Others had granted the development rights and agreed to sell and transfer the said Second Land to the Promoter hereto, for the consideration and on the terms and conditions contained therein.
- (iii) Pursuant to the Development Agreement dated 31.12.2004, said Shri. Shyam Dattatray Patil & Others had executed an irrevocable Power of Attorney dated 31.12.2004 registered in the Office of the Sub-Registrar of Assurances at Thane-5 under Serial No. 990/2004 on 31.12.2004 in favour of the Directors of the Promoter;
- (iv) Pursuant to terms of Development Agreement dated 31.12.2004, the Promoter was put into possession of the said Second land by said Shri. Shyam Dattatray Patil & Others. As a result the Promoter became fully seized and possessed of and otherwise well and sufficiently entitled to develop the said Second Land;
- C)
- (i) One Shri Purshottam Kisan Koli & Others were joint owners of (a) all that piece and parcel of land admeasuring about 0H-05R-8P equivalent to 580 sq. mtrs. or thereabouts bearing Old Survey Nos. 223/1(Pt.) and corresponding New Survey

Nos. 199/1C, (b) all that piece and parcel of land admeasuring about 0H-03R-5P equivalent to 350 sq. mtrs. or thereabouts bearing Old Survey Nos. 252/3 and corresponding New Survey Nos. 224/3 and (c) all that piece and parcel of land admeasuring about 0H-04R-8P equivalent to 480 sq. mtrs. or thereabouts bearing Old Survey Nos. 252/4(Pt.) and corresponding New Survey Nos. 224/4B, in aggregate admeasuring 1410 sq. mtrs. or thereabouts, all lying, being and situated at Village Balkum, Thane, Taluka and District Thane, Registration District & Sub-District Thane and within the limits of Thane Municipal Corporation (hereinafter referred to as the said **Third Larger Land**);

- (ii) By and under a Development Agreement dated 30.06.2014, which is duly registered with the Sub-Registrar, Thane-1 under document No.TNN1-5680-2014, executed between said Shri. Purshottam Kisan Koli & Others and the Promoter herein, said Shri. Purshottam Kisan Koli & Others have granted, transferred and assigned the development rights in respect of the (a) all that piece and parcel of land admeasuring about 293 sq. mtrs. or thereabouts from 580 sq. mtrs out of land bearing Old Survey Nos. 223/1(Pt.) and corresponding New Survey Nos. 199/1C, (b) all that piece and parcel of land admeasuring about 0H-03R-5P equivalent to 350 sq. mtrs. or thereabouts bearing Old Survey Nos. 252/3 and corresponding New Survey Nos. 224/3 and (c) all that piece and parcel of land admeasuring about 0H-04R-8P equivalent to 480 sq. mtrs. or thereabouts bearing Old Survey Nos. 252/4(Pt.) and corresponding New Survey Nos. 224/4B, in aggregate admeasuring 1123.00 sq. mtrs. or thereabouts, all lying, being and situated at Village Balkum, Thane, Taluka and District Thane, Registration District & Sub-District Thane and within the limits of Thane Municipal Corporation, out of the said Third Larger Land (hereinafter referred to as the said **Third Land**), to the Promoter;
- (iii) Pursuant to the Development Agreement dated 30.06.2014, the said Shri. Purshottam Kisan Koli & Others had executed an irrevocable Power of Attorney which was duly registered in the Office of the Sub-Registrar of Assurances at Thane-1 under document No.TNN1-5681-2014 dated 01.07.2014, in favour of the Directors of the Promoter;
- (iv) Pursuant to terms of Development Agreement dated 30.06.2014, the Promoter was put into vacant and peaceful possession of the said third land by said Shri. Purshottam Kisan Koli & Others;
- (v) As a result the Promoter became fully seized and possessed of and otherwise well and sufficiently entitled to develop the said Third Land.
- D) (i) One Shri. Harishchandra Kashinath Bhoir, were the absolute owners and fully seized and possessed of and otherwise well and sufficiently entitled to all that piece and parcel of land bearing Old Survey No. 252/1 corresponding to New Survey No. 224/1 admeasuring about 0H-01R-0P equivalent to 100.00 sq. mtrs., lying, being and situated at Village Balkum, Thane, Taluka and District Thane, Registration District & Sub-District Thane and within the limits of Thane Municipal Corporation (hereinafter referred to as the **said Fourth Land**);
- (ii) By and under an Agreement to Sale dated 13.06.2008, which was duly registered with the Sub-Registrar, Thane-5 under document No.TNN5-04892-2008, the said Shri. Harishchandra Kashinath Bhoir and Smt. Jaywanti Umesh Vaity had agreed

to sell and transfer the said Fourth Land and had granted the development rights in respect of the said Fourth Land to the Promoter hereto, for the consideration and on the terms and conditions contained therein;

- (iii) Pursuant to the Agreement to Sell dated 13.06.2008 the said Shri. Harishchandra Kashinath Bhoir and Smt. Jaywanti Umesh Vaity had executed an irrevocable Power of Attorney dated 13.06.2008, which was duly registered in the Office of the Sub-Registrar of Assurances at Thane under Serial No.656/2008, in favour of the Promoter.
 - (iv) The legal heirs of one of the deceased owner namely Shri. Ramchnadra Kashinath Bhoir viz. Smt. Suman Ramchandra Bhoir, Shri. Ritesh Ramchandra Bhoir & Mrs. Seema Dharmendra Patil, had executed a Confirmation Deed dated 23.04.2010, which was duly registered with Sub-Registrar, Thane-2 under document No.TNN2-05338-2010, and had confirmed and ratified the Agreement to Sell dated 13.06.2008. The said Smt. Suman Ramchandra Bhoir, Shri. Ritesh Ramchandra Bhoir & Mrs. Seema Dharmendra Patil had executed an irrevocable Power of Attorney dated 23.04.2010, which was duly registered in the Office of the Sub-Registrar of Assurances at Thane-2 under Serial No.320/2010, in favour of the Promoter.
 - (v) Later by and under a Sale Deed dated 13.11.2014, which was duly registered with the Office of the Sub-Registrar of Assurances at Thane-2 under document No.TNN2-9151-2014, executed between Shri. Harishchandra Kashinath Bhoir, Smt. Jaywanti Umesh Vaity Smt. Suman Ramchandra Bhoir, Shri. Ritesh Ramchandra Bhoir, Mrs. Seema Dharmendra Patil, Shri. Dhanaji Ganpat Madhvi, Ujwala Jaydas Mhatre, Shri. Ramesh Dhanaji Madhvi and Shri. Nitin Dhanaji Madhvi, therein referred to as Owners of the one part and the Promoter hereto therein referred to as Purchasers of the other part, the said Shri. Harishchandra Kashinath Bhoir & others had sold and conveyed the said Fourth land to the Promoter hereto, for the consideration and on the terms and conditions contained therein.
 - (vi) Pursuant to the Sale Deed dated 13.11.2014 the said Shri. Dhanaji Ganpat Madhvi, Ujwala Jaydas Mhatre, Shri. Ramesh Dhanaji Madhvi and Shri. Nitin Dhanaji Madhvi had executed an irrevocable Power of Attorney dated 13.11.2014 which was duly registered in the Office of the Sub-Registrar of Assurances at Thane-2 under document No.TNN2-9152-2014, in favour of the Promoter;
 - (vii) The said Shri. Harishchandra Kashinath Bhoir & Others had delivered the quiet, vacant and peaceful possession of the said Fourth Land to the Promoter. As such the Promoter hereto became fully seized and possessed of and otherwise well and sufficiently entitled to develop the said Fourth Land;
- E) The abovesaid pieces and parcels of the Said First Land to said Fourth Land are contiguous and adjoining to one another forming a single tract of land and the same are hereinafter jointly referred to as the **SAID PROPERTIES**;
- F) Similarly, by virtue of diverse agreement as detailed hereinabove, the Promoter has acquired the development rights in respect of the **SAID PROPERTIES**;

- G) Thus, the Promoter herein, is well and sufficiently entitled to develop the said Properties in aggregate admeasuring 3473 sq. mtrs. or thereabouts, by implementing development Scheme therein;
- H) The Promoter hereto decided to develop the said Properties by constructing multi-storey building(s) thereon by using, consuming and utilizing entire Floor Space Index (**FSI**) of the said Properties and also by using, consuming and utilizing entire potential Transferable Development Rights (**TDR**), and 0.30 Premium F.S.I. in respect of the said Properties after obtaining necessary permissions, sanctions, approvals etc. from concerned Authorities and to sell flats and premises in such buildings on ownership basis to prospective purchasers by executing Agreements as per the provisions the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "**THE RERA**") and the Rules made thereunder.
- I) In order to develop the Said properties, the Promoter herein entered into standard Agreement with Architects M/S JOSHI DESHAWARE & ASSOCIATES, duly registered with the Council of Architecture (hereinafter referred to as **Architects**) and also with Structural Engineers, M/S MAHIMTURA CONSULTANTS PVT. LTD. (hereinafter referred to as **Structural Engineer**) for the purpose of preparation of the layouts, plans, specifications, drawings, structural designs etc. of the buildings to be constructed on the Said properties and carrying out development thereof with the construction of buildings thereon and accept the professional supervision of the said Architects and the said Structural Engineer till the completion of the project of development of the Said properties as stated above, subject to their performing their professional duties with due diligence and expediency and further reserving rights and authority to change, replace or substitute them solely at its discretion and if deemed fit and proper.
- J) The Promoter has submitted plans and the layout for construction of the A multi-storeyed building(s) on the Said properties, to the Thane Municipal Corporation (hereinafter referred to as the "**TMC**") and the said TMC by its sanctions vide Permission bearing V.P. No. S05/0097/2015 Outward no.: TMC/TDD/1537/15 dated 30.10.2015 and subsequent Ammended Permission/Commencement Certificate Bearing V.P. No. S05/0097/2015, Outward no: TMC/TDD/2144/17 dated 13.04.2017 has approved the layout, construction plans and given Commencement Certificate for construction of A Residential cum Commercial Building. (herein after referred to as the "**SAID APPROVED PLANS**"). Copies of the said Approved Plan and that of the said Commencement Certificate are annexed hereto marked **Annexure-A and Annexure-B**.
- K) As per the said Approved Plans, presently FSI 4363.83_ sq.mts. is permissible to be utilized in the construction of buildings and FSI 101.46 sq.mts. is retained as balance FSI.
- L) The Purchaser is made aware that certain properties admeasuring 1310 sq. mtrs or thereabout (subject to final measurements by the TILR Department for Sub-Division of Property) from an out of the said properties are under reservation for 60 Mtrs. wide D.P. Road, From the area affected by the 60 Mtrs. wide DP road an area is under the

possession of Shri Hanuman Mandir Trust and the same is not the subject matter of this Agreement. From the area affected by the 60 mtrs wide DP Road possession of 1127 sq. mtrs or thereabouts has already been handed over by the Promoter to the TMC, however, the name of the TMC have not been mutated and recorded in the 7/12 extract. Therefore, part admeasuring **2058.41 Sq. Mtrs.** or thereabout of the said properties only became available for development and is the subject matter of this agreement and the same is hereinafter referred to as **PROJECT LAND** and more particularly described in the **FIRST SCHEDULE** hereunder written. The Copies of the 7/12 extract of the said Project Land are annexed hereto and marked as **Annexure "C"**.

It is expressly declared herewith that the areas are subject to final measurements by the Land Revenue Department for Sub-Division of Property, There may be a probability of variations in area and the same will have impact on the Net Plot Area along with Floor Space Index (FSI) and Transfer of Development Rights (TDR) potential for the Said Project.

- M) District Collector of Thane through Tahsildar by its Order dated 20.01.2017 bearing no. Mahsul/K-1/Vinishchiti/SR-11/2016, confirmed the class of the said properties as Class I, Promoter and granted permission for non-agricultural user of the said properties. The Copy of the said N.A. Order dated 20.01.2017 is annexed hereto as **Annexure "D"**;
- N) The Promoter hereto while obtaining sanction to the said Approved Plans from the concerned Authorities have paid scrutiny fees, development charges, betterment charges, various other charges, costs, expenses, levies, premiums etc.;
- O) While sanctioning the said Approved Plans, TMC has laid down certain terms, conditions, stipulations and restrictions, which are to be observed and performed by the Promoter while developing the said properties and constructing buildings on the said properties and upon due observance and performance of which only, the Completion and Occupation Certificates in respect of the buildings shall be granted by the said local authority;
- P) As per the said Approved Plans and the said N.A. Order, A Residential cum Commercial building(s) is permitted to be constructed on the said Project Land. In the said Approved Plans, Access Road, Open Spaces etc. are also specifically shown and described;
- Q) The Promoter hereto having obtained all the necessary permissions, sanctions and approval as aforesaid have commenced the work of construction of the building on the said properties, in accordance with the said Approved Plans by the name of WINDSON HEIGHTS..
- R) As per permissions, sanctions and approval, the Promoter is allowed to construct a multi-storeyed building, on the said properties, comprising of Ground/ Stilt + Podium + 16 upper floors;
- S) Hemant Mahatre, Advocate, Thane, by his Certificate of Title dated 27.07.2017 has certified the title of the Promoter to the said Project Land and authority of the Promoter to develop the said Project Land and to sell the premises constructed on the said Project

Land to prospective purchasers. The Copy of said Certificate of Title is annexed hereto and marked as **Annexure “E”**;

- T) The layout, plan for the proposed building(s) to be constructed on the said Project Land have been sanctioned by the Thane Municipal Corporation (hereinafter referred to as ‘Local Authority’) by its sanctions, interalia bearing V.P No. S05/0097/2015 Outward no.: TMC/TDD/1537/15 dated 30.10.2015 The Copy of the said permission dated 30.10.2015 and location plan is annexed hereto as **Annexure “A”**;
- U) The Thane Municipal Corporation has issued Amended Permission/Commencement Certificate Bearing V.P. No. S05/0097/2015, Outward no: TMC/TDD/2144/17 dated 13.04.2017 annexed hereto as **Annexure “B”**; and granted permission to the Promoter to construct a building comprising of Ground floor (Pt.) + Stilt (Pt.) + 16 upper floors on the said Project Land (herein after referred to as the **“SAID APPROVED PLAN”**).. The Copy of the said Commencement
- V) As per the said Approved Plans, presently FSI 4363.83_ sq.mts. is permitted to be utilized in the construction of buildings and FSI 101.46 sq.mts. is retained as balance FSI
- W) Under the circumstances, the Promoter alone has the sole and exclusive rights to the said properties including but not limited to right to develop the said Project Land by constructing building/s thereon and to sell the premises from the such building constructed on the said Project Land and to enter into Agreements as per the provisions the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as **“THE RERA”**) and the Rules made thereunder. with the Purchasers of the Premises in the said Project Land and to receive the sale price or consideration in respect thereof;
- X) Purchaser has demanded from the Promoter and the Promoter have given inspection to the Purchaser of all the documents of title relating to the said properties; the said permissions, the layout, plans and specifications sanctioned by the said Local Authority and of such other documents as are specified under the the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as **“THE RERA”**) and the Rules made thereunder. (Hereinafter collectively referred to as **“SAID DOCUMENTS, PERMISSIONS AND SANCTIONS”**);
- Y) Being satisfied with the inspection of the said documents, permissions and sanctions, the Purchasers has applied to the Promoter for allotment of Residential Flat adm. _____ **Sq. ft.** Carpet area equivalent to _____ **Sq. mtrs.** Carpet area and **Bearing No.** _____, on ___ floor of Building named as **“Windson Heights”** and presently under construction on the said properties (hereinafter referred to as **“SAID PREMISES”**); a floor plan whereof is annexed hereto marked **Annexure-J** and which is more particularly described in the **SECOND SCHEDULE** hereunder written on ownership basis.
- Z) The carpet area of said premises is _____ **Sq. Mtrs. Equivalent to** _____ **Sq ft.** means net usable floor area of the said premises, excluding the area covered by the external walls, areas under service shafts, exclusive balcony appurtenant to the said premises for exclusive use of the Purchaser or verandah area and exclusive open terrace appurtenant to the said premises for exclusive use of the Purchaser, but includes

the area covered by the internal walls, area of column and share walls of the said premises.

A balcony admeasuring _____ sq mtrs. equivalent to _____ sq ft. is forming part of the said premises and the area of the said balcony is not considered while calculating the carpet area of the said premises. It is mutually decided and agreed between the parties that before handing over the possession of the said premises, the promoter shall pay the premium to the said local authority and seek the permission from the said local authority to enclose the said balcony forming part of the said premises, as per the provisions of the development rules and regulations. After procuring the permission to enclose the said balcony, the promoter shall enclose it and handover the possession the said premises to the purchaser.

AA) Prior to making of an application as aforesaid, the Purchaser has represented to the Promoter that the Purchaser has not been disqualified under the provisions of Maharashtra Co-operative Societies Act, 1960, from purchasing the said premises;

BB) Relying upon the said application and representation, the Promoter has agreed to sell to the Purchaser the said premises for the lumpsum price and consideration of
Rs. _____/- . **(Rupees**

Only) and upon the terms and conditions as are hereinafter appearing;

CC) The Promoter has registered the project under the provisions of RERA with Real Estate Regulatory Authority at Mumbai – Maharashtra No **P51700003576**; authenticated copy is attached in Annexure ‘I’.

DD) Under Section 13 of the RERA Act, the Promoter is required to execute a written Agreement for Sale of the said Premises to the Purchaser being in fact these presents. The same will be lodged for registration under the provisions of the Registration Act, 1908 by the Purchaser and the Promoter will admit execution thereof after the Purchaser has given prior intimation in respect thereof.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. **DEFINITIONS AND PRINCIPLES OF INTERPRETATION AND CONSTRUCTION:**

1. “**PROJECT**” means and includes residential cum commercial Building(s) known as “**WINDSON HEIGHTS**” comprising of One multi-storeyed building being constructed/to be constructed on the said Project Land as described in the **First Schedule** hereunder, as per the permissions, sanctions, approvals etc. of the concerned Authorities, by using, consuming and utilizing entire Floor Space Index (**FSI**) of the said Properties and also by using, consuming and utilizing entire potential Transferable Development Rights (**TDR**) and 0.30 Premium F.S.I. in respect of the said Properties including basement, common areas and the land appurtenant thereto.

2. **“PROJECT LAND”** means and includes properties more particularly described in the First Schedule hereunder, upon which the aforesaid Project is being implemented and shall also include any other property which will be in future amalgamated thereto.
3. **“PHASE”** for the purpose of RERA Act means and includes construction of the building comprising of Ground along with mezzanine + First Floor Commercial and 2nd to 16th upper floors Residential known as **“WINDSON HEIGHTS”** and proposed to be constructed on the said properties and which is depicted in the approved plan and also shown as ‘in the sale plan of the Promoter. However said approved plans of the building will be revised and amended in due course so as to use, consume and utilize the entire balance FSI/TDR and 0.30 Premium F.S.I. of the project land and then the building will be comprising of Basement and Stilt (Part) + Ground along with Mezanine Floor and 1ST Floor Commercial + 2ND to 32ND upper floors Residential. This phase is the subject matter of this agreement.
4. **“SAID BUILDING”** means building comprising of Ground along with mezzanine + First Floor Commercial and 2nd to 16th upper floors Residential known as **“WINDSON HEIGHTS”** to be constructed on the Project Land. However plans of the Said Building will be revised and amended in due course so as to use, consume and utilize the entire balance FSI/TDR and 0.30 Premium F.S.I. of the project land and then the building will be comprising of Basement and Stilt (Part) + Ground along with Mezanine Floor and 1st Floor Commercial + 2ND to 32ND upper floors Residential.

2. **PROMOTER TO CONSTRUCT BUILDING:**

The Promoter shall construct the Residential Cum Commercial building/s to be known as **“Windson Heights”** on the said project land more particularly described in the Schedule –I written hereunder, in accordance with the said sanctioned plans approved by the said local authority and which have been inspected and accepted by the Purchaser and/or its further amendments and/or modifications and/or variations as set out in these Presents and / or with such variations, revisions and modifications as the Promoter may consider necessary from time to time and / or as may be required by the concerned Local Authorities / Government to be made in them from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the said Premises of the Purchaser except any alteration or addition required by any Government authorities or due to change in law.

3. **DISCLOSURES MADE BY THE PROMOTER AND ACCEPTED AS BINDING BY THE PURCHASER, THE ACCEPTANCE OF THE SAME BY THE PURCHASER/S ARE CONDITIONS PRECEDENT TO ENTER INTO THIS AGREEMENT:**

NOTWITHSTANDING anything to the contrary contained elsewhere in this Agreement, during the course of negotiations and deliberations, the Promoter has explained to the Purchaser and the Purchaser has irrevocably accepted as binding on him/her/them and/or anybody claiming through or under him/her/them as follows :-

- A. The Promoter has disclosed and the Purchaser is aware that area admeasuring 1310 sq. mtrs or there about from an out of the said properties are under reservation for 60 Mtrs. wide D.P. Road as per Development Plan of the Thane Municipal Corporation, from the area affected by the 60 Mtrs. wide DP road an area is under the possession of Shri Hanuman Mandir Trust and the same is not the subject matter of this Agreement.
- B. By a Declaration Cum Indemnity Bond executed by the Promoter in favour of Thane Municipal Corporation which is duly registered with the office of the Sub Registrar Thane the Promoter has declared having surrendered the area admeasuring 1127.02 sq. mtrs or thereabout out of said properties which is reserved for under 60 Mtrs. wide D.P. Road, unto the Thane Municipal Corporation.
- C. It is expressly declared herewith that the areas under Road are subject to final measurements by the Land Revenue Department for Sub-Division of Property, There may be a probability of variations in area and the same will have impact on the Net Plot Area along with Floor Space Index (FSI) and Transfer of Development Rights (TDR) potential for the Said Project. The Promoters herewith makes it clear that if any variations in areas are found upon final Measurement from the Land Revenue Department then under such circumstances a revised declaration would be submitted to the TMC for such Variations.
- D. As per the prevailing rules, the Promoter is entitled to receive the FSI/TDR/DR (Transferable Development Rights) and/or compensation out of said portion under reservation handed over to Thane Municipal Corporation. The Promoter has utilized such FSI/TDR/DR generated out of handing over land admeasuring 1127.02 sq. mtrs or thereabout reserved for 60 Mtrs. wide D.P. Road out of said properties to Thane Municipal Corporation. The Promoter is also intending to use, consume and utilize the TDR from other properties for additional construction in the said properties by constructing additional floors on or extension to the building under construction or by constructing additional building or any other appropriate manner, in sole discretion of the Promoter.
- E. The Promoter intends to utilize the TDR from other properties for additional construction in the said properties or to transfer the TDR from said properties to some other properties. The Promoter further shall be entitled to consume additional TDR and/or balance FSI and 0.30 Premium F.S.I. now available or which may hereafter become available under D.C. Rules or by reason of any special concession being granted by Thane Municipal Corporation, State or Central Govt., or any other Authorities. The Purchaser shall not be entitled to raise any objection for utilization of such TDR from other properties to said properties or from the said properties to other properties.
- F. The Promoter hereby declares that a building comprising of Ground plus Three upper floors is standing on a part of the said Properties which is known as “Matru Chaya” along with another existing structure (hereinafter referred to as “Existing Buildings”) which is occupied by several occupants. The F.S.I. of said Existing Buildings is not still used, utilized or consumed by the Promoter in the present layout. The Promoter has shown the said existing building as structure to be retained in the sanctioned plans and layout. The Promoter further declares that presently FSI of 697.23 sq. mtrs has been left unutilized due to retaining of the

existing building. Once the possession of the existing building is delivered to Promoter, the Promoter intends to demolish the said existing building and to use, utilize and consume the F.S.I. and /or development potential of said existing building in future and for that purpose about to submit the Revised and Amended Plans to the said local authority for its sanction and approval.

G. The Promoter has disclosed to the Purchaser and the Purchaser is aware that the Promoter is and shall be entitled to use FSI including FSI under staircase, balcony, 0.30 Premium F.S.I. or Fungible FSI or any other FSI that may be available in the said properties by constructing additional Floors on existing buildings or by constructing additional buildings on the said properties and/or transferring such FSI on some other property elsewhere and/or utilizing FSI of some other property on said properties as per TDR Rules or any other law, rules and regulations for the time being in force and also to make the additions, alterations, raise storey's or to put up additional structures as may be legally permitted and such additional structures and storey's shall be the property of the Promoter alone and they shall be entitled to dispose of, sale etc. the same, at their sole discretion and the Purchaser hereby gives his irrevocable consent to the Promoter for consequential amendments or modifications of said sanctioned plans and to sell such premises/building etc. without requiring to obtain further or separate consent therefore from the Purchaser.

H. The Promoter hereby declares that the Floor Space Index available as on date in respect of the said properties is 4363.83 Mtrs. or thereabout. The Promoter expects an increase of FSI in future if the development control rules and regulation of the Mumbai Metropolitan Region (MMR) which are also applicable to the said properties, gets, in the meantime, finalized. And if there is increase in FSI as expected by the Promoter, the Promoter, in that case can use, consume and utilize the additional FSI on the project land or any part thereof. The Promoter shall, to use the additional FSI, submit an amended/modified/revised the Approved Plans, and obtain sanction and approval for the same from the Said local authority. Said proposed amendment/modification of the said Approved Plans, if sanctioned and approved by the Said TMC which is likely to be, then the Promoter shall be permitted to construct some additional floors vertically to the building in the sanctioned plan and in the sale plan of the Promoter. By said proposed amendment/modification of the said Approved Plans, the Promoter intends to get a permission and sanction from the concerned local authority to construct the additional floors vertically and flats horizontally to the building comprising of Stilt (Part) + Ground along with Mezanine and First Floor (Commercial) + 39 Floors. In such an eventuality, the said Approved Plans would stand revised to the extent and for the purpose as aforesaid and the Promoter on obtaining sanction and approval to such revised plans shall continue and carry out work of construction of those buildings on the Project Land as per such revised approved plans. The Purchaser is specifically made aware in these regards keeping in view the provisions of the RERA. The Purchaser has seen and inspected such revised plan and understood the same and they have absolutely no objection whatsoever in respect thereof and the Promoter continuing and carrying out work of construction of additional floors vertically to the building as per such revised and approved plan. The Purchaser does hereby declare and confirm that he/she/they/it have fully understood the aforesaid information given by the Promoter and he/she/they/it

is/are fully satisfied about the same and he/she/they have no disputes, doubts, claims, or demands whatsoever in respect thereof and he/she/they doth hereby agree and undertake not to raise any disputes, claims or demands whatsoever in that behalf and not to create any obstruction, obstacles or hindrance in these regards affecting the development of the Said Properties and the said “WINDSON HEIGHTS”. It is specifically agreed and understood that for making aforesaid changes, the Promoter is not required to obtain any consent or concurrence from the Purchaser. Without prejudice to the above, if at all such consent or concurrence is required to be obtained from the Purchaser, then and in that case, the Purchaser hereby gives and deemed to have given his/her/their/its irrevocable consent and concurrence for making all and every of the aforesaid changes as may be desired by the Promoter and Purchaser shall not dispute, object or oppose to the decision of the Promoter in that behalf. This consent shall be considered to be the Purchaser consent contemplated by under The MOFA and also under The RERA Act. Copies of the proposed layout plan and future proposed layout plan are annexed and marked as “**Annexure “F” Collectively**” hereto.

I. PROMOTER’ RIGHT TO AMALGAMATE THE ADJOINING LAND WITH SAID PROPERTIES AND TO DEMOLISH EXISTING BUILDING STANDING ON THE SAID PROPERTIES AND TO MAKE CHANGES, MODIFICATIONS AND AMENDMENTS IN LAYOUT AND BUILDING PLANS

- a. In addition to the Project Land, the Promoter by themselves are in the process of acquiring the development rights of the land admeasuring 100 Sq. Mtrs. or thereabouts bearing Old Survey No. 252/2 and corresponding New Survey Nos. 224/2, lying, being and situated at Village Balkum, Thane, Taluka and District Thane, Registration District & Sub-District Thane and within the limits of Thane Municipal Corporation and also in process of acquiring land admeasuring approximately 100 Sq. Mtrs. or thereabouts bearing Survey No. 226/1B, lying, being and situated at Village Balkum, Thane, Taluka and District Thane, Registration District & Sub-District Thane and within the limits of Thane Municipal Corporation which are adjacent and touching to the said properties, hereinafter referred to as ‘Adjoining Land’.
- b. It is specifically made it clear by the Promoter to the Purchaser that the Promoter is, at its discretion, likely to amalgamate the said Adjoining Land or anyone of them with said properties in the layout. A plan showing the Adjoining Land’s amalgamation with said properties in the layout of the said properties depicted in Yellow Colour and Adjoining Land is depicted in Red Colour is annexed hereto and marked as **Annexure- G**. The plan at **Annexure- G** also gives details of the survey number and location of the Adjoining Land. The Promoter has specifically informed and represented to the Purchaser that the promoter has already prepared and finalized the design, specification, plans etc. of the amalgamation of the said Adjoining Land with said properties in the layout and is about to submit the Revised and Amended Plans in respect of development of the amalgamated properties comprising of said Adjoining Land and said properties, to the said local authority for its sanction and approval. The copies of the revised layout and plan proposed to be submitted

to said corporation for its sanction and approval, is hereto annexed and marked as **Annexure "G"**.

- c. The Promoter has specifically informed and represented to the Purchaser that by an amalgamation of the said Adjoining Land with said properties in the layout: - the Promoter has proposed to construct additional flat(s) on each floor from 2ND to 32ND Floor horizontally along with additional Commercial Premises on Ground along with Mezanine and Frist Floor of the said building on the amalgamated properties comprising of said Adjoining Land and said properties by using, consuming and utilizing entire Floor Space Index (**FSI**) of the said Adjoining Land and also by using, consuming and utilizing entire potential Transferable Development Rights (**TDR**) and Premium F.S.I. in respect of the Said properties and/or said Adjoining Land after obtaining necessary permissions, sanctions, approvals etc. from concerned Authorities and to sell flats and premises in such buildings on ownership basis to prospective purchasers by executing Agreements as per the provisions of RERA and the Rules made thereunder
- d. It is specifically made it clear by the Promoter to the Purchaser that the Promoter also intends to demolish the existing building/Structures standing on the said properties. The F.S.I. of which is still not used, utilized or consumed by the Promoter. The Promoter has shown the said existing building standing on the said properties as structure to be retained in the sanctioned plans and layout.
- e. The Promoter further declares that presently Promoter is under negotiations with the occupants of this structure(s) for the purpose of Alternate accommodation or purchasing the units in the said unauthorized structure(s). Once the agreement with the occupants of the existing building(s) is finalized and concluded and possession of the existing building is delivered to Promoter, the Promoter shall demolish and pull down the existing building/Structure(s). After acquiring the rights in the respect of the existing building together with balance unutilized FSI, proportionate TDR and entire development potentials of the existing building by the Promoter, the Promoter is, at its discretion, about to submit the Revised and Amended Plans in respect of development of the said properties and/or Amalgamated properties comprising of said Adjoining Land and said properties, to the said local authority for its sanction and approval. The Purchaser hereby gives his express consent for such utilization of the balance unutilized FSI, proportionate TDR and entire development potentials of the existing building. The promoter has specifically informed the purchaser as follows:- (i) in case of the finalization of negotiations with the occupants of the unauthorized structure(s) the present unutilized FSI, proportionate TDR and entire development potentials of the existing building will be available to the promoter on the said properties. (ii) In case, if such FSI, proportionate TDR and development potentials in any form is made available to the promoter, the Promoter will submit Revised and Amended Plans in respect of the development of the said properties in order to use, consume and utilize the such balance unutilized FSI, proportionate TDR and entire development potentials of the existing building by constructing additional floors on the existing building/s on the said properties. It is specifically agreed and understood that for making aforesaid changes, the Promoter is not required

to obtain any consent or concurrence from the Purchaser. Without prejudice to the above, if at all such consent or concurrence is required to be obtained from the Purchaser, then and in that case, the Purchaser hereby gives and deemed to have given his/her/their/its irrevocable consent and concurrence for making all and every of the aforesaid changes as may be desired by the Promoter and Purchaser shall not dispute, object or oppose to the decision of the Promoter in that behalf. This consent shall be considered to be the Purchaser consent contemplated by under The RERA Act. The copies of the revised layout and plan proposed to be submitted to said corporation for its sanction and approval, is hereto indicated as an option in **Annexure “F”** and **Annexure “G”**.

- f. The Promoter has specifically informed and represented to the Purchaser that by a Revised and Amended Plans in respect of development of the said properties and/or Amalgamated properties comprising of said Adjoining Land and said properties after demolition of the existing building on the said properties : - (i) the Promoter has proposed to construct additional floors vertically and flat(s) horizontally along with additional Commercial Premises on Ground+ Mezzanine and First Floor on the said building to be constructed on the Project Land so that said building will become a building comprising of Ground along with mezzanine + First Floor Commercial and upto 32 upper floors Residential from present sanction of Ground along with mezzanine + First Floor Commercial and 2nd to 16th upper floors Residential upper floors by using, consuming and utilizing entire Floor Space Index (**FSI**) of the existing building after obtaining necessary permissions, sanctions, approvals etc. from concerned Authorities and to sell flats and premises in such buildings on ownership basis to prospective purchasers by executing Agreements as per the provisions of RERA and the Rules made thereunder.
- g. The Purchaser do hereby declares and confirms that they have fully understood the above said information given by the Promoter about amalgamation of the Adjoining Land with said properties in the layout and amendment/revision of the plans after demolition of the existing building on the said properties and they are fully satisfied about the same and they have no disputes, doubts, claims or demands whatsoever in respect thereof and they do hereby agree and undertake not to raise any disputes, claims or demands whatsoever in that behalf and not to create any obstruction, obstacles or hindrance in these regards affecting the development of the said WINDSON HEIGHTS project.
- h. In case of amalgamation and/or demolition of the existing building(s)/Structures(s) on the said properties as stated above, promoter will be at liberty and is entitled, without requiring to obtain any further consent or concurrence from the Purchaser to get amended, revised, modified and/or re-designed from time to time the layout and building plans of the proposed buildings in such manner so that flat purchasers from building to be constructed on the said properties and said surrounding land and/or said properties, shall be entitled to all benefits, amenities, facilities etc. available to the purchasers from building to be constructed on the said properties.
- i. Without prejudice to the above, if at all such consent or concurrence is required to be obtained from the Purchaser, then and in that case, the Purchaser hereby gives and deemed to have given his/her/their/its irrevocable consent and

concurrence for making all and every of the aforesaid changes as may be desired by the Promoter and Purchaser shall not dispute, object or oppose to the decision of the Promoter in that behalf. The Purchaser do hereby declares and confirms that this consent shall be considered to be the Purchaser consent contemplated by under The RERA.

- j. The Promoter shall have absolute and unrestricted rights, to put fresh plans and/or Revise Plans and/or Specifications or otherwise including the change in height and location of the buildings; the size and location of the open spaces including the amenity space and development of recreation area, for development of the said properties, but without reducing the area of the said Premises and the Purchaser shall not to raise any disputes or objection for the same.
- k. The Purchaser hereby irrevocably agrees not to obstruct and/or raise any objections whatsoever and/or interfere with the Promoter for carrying out amendments, alterations, modifications and/or variations as aforesaid.
- l. Likewise, if any further change is required to be made in the scheme of Development of said properties, change the layout and internal arrangement of the open spaces and open areas and to make any other changes whatsoever in the planning of the entire complex, then and in that case, the Promoter shall be entitled, at its sole discretion, to make such changes and variations in the scheme of development of said properties without requiring to obtaining any consent and/or concurrence from the Purchaser and the discretion of the Promoter shall be conclusive and binding upon the Purchaser.
- m. The Promoter shall further be entitled to, at its sole discretion and without requiring to obtain any further concurrence from the purchaser to acquire additional property and to amalgamate the same with said properties in manner stated above and to increase the scope of area of the land to be developed and the decision of the Promoter in this respect shall be final and binding on the Purchaser. The Purchaser hereby accepts all the aforesaid reservation of special privileges and rights of the Promoter as binding on him/her/them.
- n. After amalgamation of the said Adjoining Land with said properties in the layout and on procuring amended, revised, modified and/or re-designed layout and building plans of the proposed building to be constructed on the amalgamated property, the Promoter will enter into a Supplementary Agreement and/or such other Agreement as may deem fit by the Promoter, with the Purchaser in order to bring the subsequent development of amalgamation of the said Adjoining Land with said properties in the layout, and other consequential changes in the layout on record and to the knowledge of the Purchaser. Pending amalgamation as stated above, this agreement being executed by the Promoter entirely at the request of the Purchaser with a mutual and clear understanding between the parties hereto to enter into a Supplementary Agreement and/or such other Agreement as may deem fit by the Promoter after amalgamation of the said Lands with said properties as stated above is done by the Promoter.

- o. The right of promoter to get the building plans of the proposed building revised and amended, modified and/or re-designed from time to time in such manner as the promoter deems it fit and proper to use, consume and utilize the additional FSI and additional proportionate TDR generated on account of development control rules and regulation of the Mumbai Metropolitan Region (MMR) are finalized and become applicable to the said properties, Obtain partial or Part Occupation certificate for occupying/operating from some of the premises and/or on account of finalization of negotiations with the occupants of the Existing Building and/or to amalgamate said Adjoining Land with said properties as stated above in the layout.
- p. The Purchaser is aware that, under the prevailing law, rules and regulations, the Promoter shall not be entitled to make any change or variation in the area of the said premises agreed to be purchased by the Purchaser under this Agreement. SAVE AND EXCEPT THE AFORESAID RESTRICTION, the Promoter shall otherwise be at liberty and is entitled, without requiring to obtain any further consent or concurrence from the Purchaser to get amended, revised, modified and/or re-designed from time to time the layout of the Said Properties; to sub-divide the Said Properties or to amalgamate the said Properties with any adjoining property. The Promoter further is at liberty to make the changes, modifications and amendments in the said sanctioned plans of the said Properties after approval of the same from the said local authority. It is specifically agreed and understood that for making aforesaid changes, the Promoter is not required to obtain any consent or concurrence from the Purchaser. Without prejudice to the above, if at all such consent or concurrence is required to be obtained from the Purchaser, then and in that case, the Purchaser hereby gives and deemed to have given his/her/their/its irrevocable consent and concurrence for making all and every of the aforesaid changes as may be desired by the Promoter.
- q. The Purchaser hereby irrevocably agrees not to obstruct and/or raise any objections whatsoever and/or interfere with the Promoter for carrying out amendments, alterations, modifications and/or variations as aforesaid. Likewise, if any further change is required to be made in the scheme of Development of said properties, change the layout and internal arrangement of the open spaces and open areas and to make any other changes whatsoever in the planning of the entire complex, then and in that case, the Promoter shall be entitled, at its sole discretion, to make such changes and variations in the scheme of development of said properties without requiring to obtaining any consent and/or concurrence from the Purchaser and the discretion of the Promoter shall be conclusive and binding upon the Purchaser.
4. The Purchaser does hereby declare and confirm that he/she/they has/have seen and inspected all the documents referred to hereinbefore and all other documents prescribed under the provisions of RERA and Rules made thereunder including the said Approved Plans and the said Commencement Certificates and the revised / amended plans proposed to be submitted by the Promoter as stated above and all other approvals, permissions with regard to development of the said properties and has also verified all the information given and representations made by the Promoter as stated in the Recital Clauses written hereinbefore and he/she/they is/are fully satisfied about the same and he/she/they has/have no doubts, disputes, claims, requisitions,

whatsoever in that behalf. The Purchaser does hereby state and confirm that he/she/they has/have no objection and he/she/they does/do hereby give his/her/their/its free and willing consent for development of the said properties in the manner proposed by the Promoter and as stated in the in this agreement.

5. AGREEMENT FOR SALE OF PREMISES:

- a. The parties do hereby agree, record and confirm that the Recital Clauses written hereinabove are integral part of this Agreement and wherever the context so requires, the same shall constitute, be construed and be deemed to be the part and parcel of the terms and conditions of these presents.
- b. Subject to the rights and privileges of the Promoter and subject to the disclosure made by the Promoter as stated hereinabove and elsewhere in this agreement and subject to the terms and conditions to be observed and complied by the Purchaser, the promoter hereby agrees to sell and the Purchaser by irrevocably and unconditionally accepting the rights and privileges of the Promoter and disclosure made by the Promoter as stated hereinabove and elsewhere in this Agreement, agrees to purchase and acquire from the Promoter and the Promoter do hereby agree to sell and allot to the Purchaser the said Premises being **Residential Flat adm. ____sq. mtr (i.e. _____ sq. ft) Carpet area Bearing Flat No. _____, on ____ floor in Building named as “Windson Heights”** of the approved plan of the complex to be known as **“WINDSON HEIGHTS”** and presently under construction on the said properties and the Floor plan thereof annexed hereto and marked as **Annexure “F”**, and which is more particularly described in the **SECOND SCHEDULE** hereunder written on ownership basis at or for the price consideration of **Rs. _____/- (Rupees _____ Only) including Rs. NIL being the proportionate price of the common areas and facilities appurtenant to the premises** and the nature, extent and description of common areas and facilities are more particularly described in the **THIRD SCHEDULE** hereunder written.
- c. The Purchaser has paid on or before execution of this agreement a sum of Rs. _____/- (Rupees _____ Only) as advance payment and hereby agrees to pay the balance payment as and when demanded by the Promoter at the time of Possession.

Sr. No	Percentage	Amount	Stage of Work
1	10	_____	(Rupees _____ Only) Consideration for Booking
2	20	_____	(Rupees _____ Only) Consideration After Agreement
3	15	_____	(Rupees _____ Only) Consideration on completion of Plinth
4	1.5	_____	(Rupees _____ Only) Consideration on completion of 1 st Slab
5	1.5	_____	(Rupees _____ Only) Consideration on completion of 2 nd Slab
6	1.5	_____	(Rupees _____ Only) Consideration on completion of 3 rd Slab

7	1.5	_____	(Rupees _____ Only) Consideration on completion of 4 th Slab
8	1.5	_____	(Rupees _____ Only) Consideration on completion of 5 th Slab
9	1.5	_____	(Rupees _____ Only) Consideration on completion of 6 th Slab
10	1.5	_____	(Rupees _____ Only) Consideration on completion of 7 th Slab
11	1.5	_____	(Rupees _____ Only) Consideration on completion of 8 th Slab
12	1.5	_____	(Rupees _____ Only) Consideration on completion of 9 th Slab
13	1.5	_____	(Rupees _____ Only) Consideration on completion of 10 th Slab
14	1.5	_____	(Rupees _____ Seventy _____ Only) Consideration on completion of 11 th Slab
15	1.5	_____	(Rupees _____ Only) Consideration on completion of 12 th Slab
16	1.5	_____	(Rupees _____ Only) Consideration on completion of 13 th Slab
17	1.5	_____	(Rupees _____ Only) Consideration on completion of 14 th Slab
18	1.5	_____	(Rupees _____ Only) Consideration on completion of 15 th Slab
19	1.5	_____	(Rupees _____ Only) Consideration on completion of 16 th Slab
20	1	_____	(Rupees _____ Only) Consideration on completion of Top Slab
21	1.5	_____	(Rupees _____ Only) Consideration on completion of Internal Walls
22	1.5	_____	(Rupees _____ Only) Consideration on completion of Internal Plaster
23	2	_____	(Rupees _____ Only) Consideration on completion of Flooring doors and windows
24	3	_____	(Rupees _____ Only) Consideration on completion of Internal Plumbing & Sanitary ware
25	2	_____	(Rupees _____ Only) Consideration on completion of Staircase, Lift well & Lobbies up to floor level
26	3	_____	(Rupees _____ Only) Consideration on completion of External Plaster & Plumbing
27	2	_____	(Rupees _____ Only) Consideration on completion of Terrace, Waterproofing & Elevation
28	3	_____	(Rupees _____ Only) Consideration on completion of Lift

29	2	_____	(Rupees _____ Only) Consideration on completion of Electrical & Mechanical Works
30	3	_____	(Rupees _____ Only) Consideration on completion of Entrance lobby
31	2	_____	(Rupees _____ Only) Consideration on completion Paving & Infrastructure
32	5	_____	(Rupees _____ Only) Consideration before possession
	100	_____	(Rupees _____ Only.)

- d. It is expressly made clear by the Promoter to the Purchaser that irrespective of the scheme of development as described hereinabove and in Annexure(s) attached herewith the payment upto completion of RCC Works and completion of OH Water Tank would remain 72% and the payment schedule would be adjusted accordingly.

The amount due to be paid by the Purchaser to the Promoter as on today as per the progress of work is Rs._____. The total price above excludes taxes (consisting of tax paid or payable by the Promoter by way of Goods Service Tax (GST), cess or any other taxes of the Central Government, State Government or any other local body/authority) in connection with or arising out of the present transaction of sale of said premises by the Promoter to the Purchaser and/or consideration paid/to be paid by the Purchaser to the Promoter. The Purchaser undertakes to bear and pay or reimburse to the Promoter, as the case may be, the amount of Goods Service Tax (GST), cess or any other taxes paid or to be paid by the Promoter to the Central Government, State Government and/or any other local body/authority, immediately on demand being made by the Promoter in this regard or on the date on which they become due and payable, whichever is earlier.

- e. The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising demand on the Purchaser 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 beings issued to the Purchaser, which shall only be applicable on subsequent payments.
- f. The Promoter shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the said 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 per cent. The total price payable for the carpet shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then the Promoter shall refund the excess money paid by the Purchaser within forty-five days with interest rate of 2% p.a. above the

marginal cost of lending rate of the State Bank of India, from the date when such excess was paid by the Purchaser. If there is any increase in the carpet area allotted to the 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 4 (b) of this Agreement.

- g.** The Purchaser authorizes the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their/its name as the Promoter may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Promoter to adjust his/her/their/its payments in any manner. It is clarified and the Purchaser accords his/her/their/its irrevocable consent to the Promoter to appropriate any payment made by him/her/them, notwithstanding any communication to the contrary, in the following manner:
- (i)** Firstly towards any cheque bounce charges in case of dishonor of cheque and any other administrative expense incurred by the Promoter.
 - (ii)** Secondly towards interest as on date of delayed payments.
 - (iii)** Thirdly, towards costs and expenses for enforcement of this Agreement and recovery of amount/s due and payable by the Purchaser under this Agreement.
 - (iv)** Fourthly towards outstanding dues including Purchase Price and other amounts payable by the Purchaser.
- h.** The Purchaser is aware in accordance with section 194 IA of the Income Tax Act, 1961, TDS has to be deducted @ 1 % of the consideration including the amount of taxes, if any, while making payment to/ crediting the account of the Promoter under this Agreement. The amounts so deducted by the Purchaser are required to be paid to the Income Tax Authorities on or before the last day of the next English Calendar month. As required under the Income Tax Act, 1961, the amount of TDS deducted shall be paid by the purchaser electronically only by using Form No.26QB. The TDS shall be acknowledged/credited by the Promoter, only upon the Purchaser submitting the original TDS Certificate within 15 days from the end of the month in which such payment was made or credit was given and the amount of TDS as mentioned in the certificate matches with the date available with the Income Tax Department concerning the tax deducted at source on behalf of the Promoter in the prescribed Form No.26AS of the Promoter. The Purchaser further agrees and undertakes that if the Purchaser fails and/or neglects to deduct the tax at source or fails to pay the same after deduction to the Income Tax Authorities, the Purchaser alone shall be deemed to be an assessee-in-default in respect of such tax and the Promoter shall not be liable for any statutory obligations/liability for non-payment of such TDS.
- i.** The Purchaser shall pay the aforesaid installments on respective due dates strictly without any delay or default as time in respect thereof is made essence of the contract. The Promoter shall send the Demand Notice to the Purchaser

at the address given by the Purchaser in this Agreement whenever such installments have become due and payable and the Purchaser shall be bound to pay the amount of the installments within eight days from receipt of such Demand Notice sent by Courier or Speed Post. In the event of the Purchaser making any delay or defaults in making payment of any of the aforesaid installments on due dates the Promoter shall be entitled to recover from the Purchaser and the Purchaser agrees to pay to the Promoter, interest at the rate of 2% p.a. above the marginal cost of lending rate of the State Bank Of India, for every on all the delayed payment which become due and payable by the Purchaser to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser to the Promoter.

6. Without prejudice to the right of the Promoter to charge interest in terms of clause above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Promoter under this Agreement (including his/her/their/its proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of installments, the Promoter shall at their own option, may terminate this Agreement. It is further agreed that on the Purchaser committing default in payment on the due dates all or any of the installments and/or other amounts referred herein and payable under this Agreement or if the Purchaser commits breach of any of the terms and conditions contained herein and to be observed and performed by the Purchaser then and in that case without prejudice to their other rights under the this Agreement and under the law the Promoter shall be entitled at Promoter's sole discretion an option to terminate this Agreement. PROVIDED AND ALWAYS that the power to terminate herein contained shall be exercised by the Promoter after giving to the Purchaser 15 days prior notice in writing, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, of their intention to terminate this Agreement and specifying the breaches of the terms and conditions on account of which the Promoter intend to terminate this Agreement and if the Purchaser continues the default in remedying such breaches as mentioned in the said notice then, upon expiry of the notice period this Agreement shall stand terminated without any further notice being required to be given or without any further act required to be performed by the Promoter.

It is further agreed that upon termination of this Agreement as provided herein, the Promoter shall, subject to deductions provided herein, refund to the Purchaser within a period of thirty days of the termination, the installments of the sale consideration of the Agreement which may till then have been paid by the Purchaser to the Promoter. The Promoter shall be entitled to deduct a sum equal to 10% of the total consideration amount as liquidated damages and an amount of Goods Service Tax (GST), cess or any other taxes till then paid by the Promoter and further amount of Goods Service Tax (GST), cess or any other taxes which till then become due and payable, though not paid, alongwith accrued interest, fine, penalty etc, if any, thereon, from the amount so to be refunded to the Purchaser. The Promoter shall also be entitled to deduct an amount of brokerage charges, if any, paid by the Promoter and also an amount accumulated towards interest payable by the Purchaser on any default payment as per the terms of this agreement, from the amount to be refunded to the Purchaser. No interest shall be paid by Promoter to the Purchaser on such refundable amount. Upon termination of this Agreement pending refund of the amount as aforesaid the Promoter shall be at liberty to dispose of and sell the said Premises to any third party at such price and on such terms

and conditions as the Promoter may desire and think fit in Promoter's sole discretion without being requiring to obtain any consent from the Purchaser.

7. Time is essence for the Promoter as well as the Purchaser. The Promoter shall abide by the time schedule for completing the project and handing over the said premises to the Purchaser and the common areas to the association of the Purchasers after procuring the occupancy certificate or the completion certificate of both, as the case may be. Similarly, the Purchaser shall make timely payments of the installments and other dues payable by him/her/them and meeting the other dues payable by him/her/them and meeting the other obligations under the Agreement subject to simultaneous completion of construction by the Promoter as provided herein.

10. The fixtures and fittings with regards to the flooring and sanitary fittings and amenities like one or more lifts to be provided by the Promoter in the said building and the said premises as are set out in **Annexure "H"**, annexed hereto.

11. The Promoter shall give possession of the said Premises to the Purchaser on or before **31st December 2022** PROVIDED always that the Promoter shall be entitled to reasonable extension of time for giving possession of the said Premises on or before the date, if the completion of the said Building in which the said Premises is situated is delayed on account of:-
 - i. resultant repercussions or its effect thereof directly or indirectly to the date of offer of possession;
 - ii. Any notice, order, rule, regulation, notification or directive of the Government, and / or any local or public or private body or authority and/or any other Competent Authority or any Court, or Tribunal or any quasi-judicial body or authority;
 - iii. Economic downturn;
 - iv. Any other eventuality which is beyond the control of the Promoter including precarious financial condition of the Promoter and/or economic downswing in real estate or any other industry;
 - v. Any force majeure circumstances or conditions or other causes beyond the control of or unforeseen by the Promoter or its agents including strikes or agitation by the workers or labourers of the Promoter or the Contractor or suppliers.
 - vi. changes in any rules, regulation, bye-laws of various statutory bodies or authorities affecting the development of the project; or
 - vii. delay in grant of any NOC/permission/licence/connections for installation of any services, such as lifts, electricity and water connections and meters to the Project/ premises/road or completion certificate from appropriate authority; or
 - viii. Delay in issue of the Occupation Certificate and/or any other certificates and/or grant of any permission, sanction, approval and/or order, as may be required in respect of the development of the project, by the TMC or any other concerned authority.

In the event of the happening of any of the aforesaid events the period of possession shall automatically stand extended. Non payment of consideration and of other dues by the Purchaser and other Purchasers of premises in the building strictly as per time

Schedule stipulated in their respective Agreements shall be construed as one of the circumstances beyond the control of Promoter.

If the Promoter fails or neglects to give possession of the said premises to the Purchaser on account of reasons beyond its control and of its agents as referred hereinabove, by the aforesaid date or the date and if the Purchaser intends to withdraw from the project, then the Promoter shall be liable on demand, to refund to the Purchaser the amounts already received by them in respect of the said premises with interest at the rate of 2% p.a. above the marginal cost of lending rate of the State Bank Of India from the date Promoter received the sum till the entire amounts and interest thereon is repaid.

If the Promoter fails to abide by the time schedule for completing the project and handing over the said premises to the Purchaser, the Promoter agree to pay to the Purchaser, who does not intend to withdraw from the project, interest at the rate of 2% p.a. above the marginal cost of lending rate of the State Bank Of India, on all amounts paid by the Purchaser, for every month of delay, till the handing over of the possession of the said premises.

It is agreed that upon refund of the said amount as stated hereinabove, the purchaser shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoter or against the said premises or against the said project land in any manner whatsoever and the Promoter shall be entitled to deal with or dispose of the said premises to any person or party as the Promoter may desire at their absolute discretion.

12. The Promoter, upon obtaining the occupancy certificate from the competent authority and on receipt of entire consideration and other sums from the Purchaser as per the agreement, shall offer in writing the possession of the said premises, to the Purchaser in terms of this Agreement to be taken within three months from the date of issue of such notice and the Promoter shall give possession of the said premises to the Purchaser. The Purchaser agrees to pay the maintenance charges as determined by the Promoter. The Promoter on its behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the occupancy certificate of the Phase.
13. The Purchaser shall take possession of the said premises within 15 days of the written notice from the Promoter as per clause 12 to the Purchaser intimating that the said premises are ready for use and occupancy.
14. Upon receiving a written intimation from the Promoter, the Purchaser shall take possession of the said premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said premises to the Purchaser. In the case the Purchaser fails to take possession within the time provided in clause 12 such Purchaser shall continue to be liable to pay maintenance charges as applicable.
15. While accepting the possession of the said premises from the Promoter, the Purchaser shall get himself/herself /themselves satisfied about the quality of work and amenities provided to the said premises etc. and after the Purchaser taking possession of the said premises, he/she/they shall have no claim against the Promoter as regards the

quality of the building material used for construction of the building or Amenities provided and the nature of the construction of the said premises or otherwise howsoever

16. Within 15 days after notice in writing is given by the Promoter to the Purchaser that the said premises is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said premises) of outgoings in respect of the project land and said 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, clubhouse and other common amenities maintenance charges and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or limited Company is formed the said building is transferred to it, the Purchaser shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter. The Purchaser further agrees that till the Purchaser's share is so determined the Purchase shall pay to the Promoter such provisional monthly contribution of Rs. 1,798/- (Rupees One Thousand Seven Hundred Ninety Eight Only) per month towards the outgoings on or before 5th day of each month commencing from the date when possession of said Premises is offered to the Purchaser, it is further agreed that the monthly outgoings calculated herewith are assumed expenses however at the time of actually incurring such expenses this amount may vary. The Purchaser shall not withhold the payment for any reason whatsoever. The amounts so paid by the Purchaser to the Promoter shall not carry any interest and remain with the Promoter until a conveyance of the said building is executed in favour of the society or a limited company. On such conveyance being executed for the said building the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society, as the case may be. The Purchaser also undertakes to pay proportionate share of outgoings towards maintenance of the Club House separately regularly on or before 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.
17. The Purchaser shall on or before delivery of possession of the said Premises keep deposited with the Promoters the following amounts, which shall stand adjusted towards each head of expenses once incurred by the Promoters and accounted to the Purchaser:

1	Rs. 13,511/-	Share money and membership fees
2	Rs. 43,152/-	2 Year Advance maintenance deposit
	Rs. 56,663.-/-	Total

18. PURCHASER'S AGREEMENT TO PAY FURTHER AMOUNTS

The Purchaser agrees to pay to the Promoter in addition to the consideration provided hereinabove, the following amounts on or before Promoter offering possession of the said premises to the Purchaser:

- a) The Purchaser shall on or before claiming the delivery of the possession of the said premises, pay sum of Rs. 10000/- (Rupees Ten Thousand Only) or such amount as may be decided by the Promoter in its sole discretion as and when the same is demanded by the Promoter towards legal charges.
- b) The Purchaser shall on or before claiming the delivery of the possession of the said premises, pay sum of Rs. 3511/- (Rupees Three Thousand Five Hundred Eleven Only) or such amount as may be decided by the Promoter in its sole discretion as and when the same is demanded by the Promoter towards society formation expenses, legal fees and membership fees of the society to be formed by the Purchaser of flats in building to be constructed on the said properties under the provisions of Maharashtra Co-operative Societies Act, 1960 (hereinafter referred to as “the Society”).
- c) Commencing a week after notice in writing is given by the Promoter to the Purchaser that the said premises is ready for use and occupation and thereafter on 5th of every month, the Purchaser shall pay to the Promoter the Purchaser’s proportionate share of outgoing as @ of Rs. 1798 /- (Rupees One Thousand Seven Hundred Ninety Eight Only) per month for the said premises, it is further agreed that the monthly outgoings calculated herewith are assumed expenses however at the time of actually incurring such expenses this amount may vary or may be estimated by the Promoter at its sole discretion towards water charges, insurance premium, contribution towards common repairs in the building in its common area, access Road, salaries of clerks bill collector chowkidars, sweepers, electricity charges for its consumptions in common area and for common benefit and all other expenses necessary and incidental to the management and maintenance of the said properties including management and maintenance of the said properties including the buildings and the amenities therein. The Purchaser shall not withhold the said payment for any reason whatsoever. In order to avoid possibility of non-payment of said expenses and resultant inconvenience to all premises purchasers, the Purchaser shall pay such estimated monthly installment for 12 months from the date of obtaining the Occupation Certificate in advance at the time of taking possession of the said premises.
- d) The amount so paid by the Purchaser to the Promoter under (c) shall not carry any interest and remain with the Promoter till a conveyance is executed in favour of Society. On such conveyance being executed in favour of the Society after deducting therefrom all the expenses including those mentioned in sub-clause (c) above, the surplus-if any, shall be handed over, without interest, by the Promoter to the Society or as the case may be and any deficit amount shall be recovered from the Purchaser and the Society. It is specifically agreed and understood by the Purchaser that if the Purchaser or any of the Purchasers in the building in which said premises is to be located, commits default in contributing their respective share towards aforesaid expenses, then and in that case, the Promoter shall be relieved of their obligations of providing such services and shall not be liable or responsible for hardship or inconvenience, if any caused to the Purchaser and other Purchasers and the Society.
- e) The Purchaser shall pay further amount of Rs. 35,950/- (Rupees Thirty Five Thousand Nine Hundred and Fifty Only) for the said premises or such amount as may be decided by the Promoter at its sole discretion towards towards Corpus Fund of the Society. The developer shall have discretionary power to use such corpus funds

towards maintenance and Upkeep of the Building in case the Purchasers fail to pay the Maintenance charges.

- g) The Purchaser shall further pay Municipal and revenue taxes and other statutory outgoing of his/her/their/its share due and payable from the date of issuance of Occupation certificate of concerned building or as and when demand is made by the concerned Authorities, whichever is earlier. The Promoter shall not be liable for any consequences for non-payment of municipal and other charges as above taxes for the reasons or on the grounds whatsoever.
 - i) The Purchaser further shall pay to the Promoter interest at 24 % p.a. on all the amounts which may remained overdue and payable by the Purchaser to the Promoter under the terms of this Agreement.
 - j) The Purchaser hereby agrees that in addition to the amounts provided under the aforesaid clause, in the event of any further amount is payable by way of premium or security deposit to the Thane Municipal Corporation or to the State or Central Government or to any other authority or any betterment charges including installation of water lines, water mains, sewerage mains, electric cables, electric sub-station, making and maintaining of Internal Roads and access to the said properties layout, drainage and all other facilities as the case may be or development tax or any kind of deposit is demanded for the purpose of giving water connection, drainage connection and electricity connection or any other tax or payment of similar nature becoming payable by the Promoter, the same shall be paid by the Purchaser to the Promoter on pro-rata basis and in determining such amount, the discretion of the Promoter shall be conclusive and binding upon the Purchaser
19. It is specifically agreed and understood that aforesaid amounts shall be paid by the Purchaser to the Promoter to defray the cost, expenses, charges etc. made and / or may be required to be incurred by the Promoter from time to time and hence if there is any additional cost, expenses, charges etc. required to be paid in these regards, the Purchaser shall be liable to pay the same when demanded. It is made clear that the Promoter shall not be liable to pay interest on any of the aforesaid amounts mentioned in Clause No. 15. The Purchaser shall, as and when demanded by the Promoter, pay additionally to the Promoter the Purchaser's share in respect of and / or on account of all or any of the items stated hereinbefore, which the Promoter at this stage is not in a position to specifically ascertain.

20. **PURCHASER'S OBLIGATION TO PAY SERVICE TAX, VAT, GST AND OTHER TAXES ETC.**

The Purchaser agrees to pay to the Promoter in addition to the consideration and the amounts provided hereinabove, the following amounts:

- a) It is agreed between the Promoter and Purchaser that the Purchaser is liable to bear and pay the GST, interest and penalty (if any) payable in respect of the transaction of sale of the said premises between the Promoter and the Purchaser under this Agreement. The Purchaser do hereby agrees and confirms with the Promoter that along with other instalments payable under this Agreement, the Purchaser will also pay pro rata amount or full amount towards GST as and when demand thereof is made by the Promoter, by Cheque/Pay Order drawn in favour of the Promoter or

as may be directed by the Promoter without any delay or default. The aforesaid condition will form part and parcel of fundamental terms of this agreement.

- b) The Purchaser hereby further agrees and confirms with the Promoter that if there is any additional liability over and above the amounts deposited and to be deposited by the Purchaser with Promoter towards payment of GST payable in respect of the transaction of sale of the said premises in pursuance of this agreement and interest and penalty (if any) accrued thereon (if any), then all such liabilities will be borne, paid and discharged by the Purchaser upon being called upon to do so by the Promoter without any delay or default. The Purchaser further agrees and confirms that the aforesaid obligation to pay any further or other amounts towards the GST, interest and penalty by the Purchaser will be charged on the right, title, interest, claim and demand by the Purchaser in respect of the said premises agreed to be purchased by the Purchaser. The Purchaser agrees to indemnify and keep harmless the Promoter and their estates and effects against all claims, demands and dispute in respect of any liability, GST, interest of penalty payable to the Authorities and all other costs, charges, expenses and losses suffered or incurred by the Promoter and to reimburse to the Promoter all such interest, penalty and all costs, charges, expenses and losses forthwith on demand without any delay default or demure.
- c) In addition to the agreed purchase price and other amounts specified in this agreement, the purchasers shall be liable to pay any Other Taxes, Rates, Cesses, Charges etc., as and when may become payable on account of any Statutory Provisions, Orders, Notification etc. of the State or Central Government, Local Body, Local Authority etc. prevailing now and/or newly imposed.
- d) The Purchaser hereby expressly agrees to pay/reimburse to the Promoter the liabilities/demand, if any, on account of GST, works contract tax, and/or any other taxes and levies as presently levied or may be levied from time to time by the Central and/or State Government and/or local authorities in respect of and/or pertaining to the said Building on pro-rata basis. Such payment/reimbursement shall be made by the Purchasers within 15 days from the receipt of intimation to that effect from the Promoter.

21. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

- i. The Promoter has clear and marketable title with respect to the said properties, as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter 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 and hereinabove;
- iv. All approvals, licenses and permits issued by the competent authorities with respect to the project, project land and said building are valid and subsisting and have been obtained or which are in process 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 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 and common areas;

- v. 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 Purchaser created herein, may prejudicially be affected.
- vi. Save and except as disclosed herein, 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 premises which will, in any manner, affect the rights of Purchaser under this Agreement;
- vii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said premises to the Purchaser in the manner contemplated in this Agreement.
- viii. At the time of execution of the conveyance deed of the structure to the association of Purchasers the Promoter shall handover lawful, vacant, peaceful, physical possession of the common area as of the structure to the Association of the Purchaser;
- ix. The Promoter has duly paid and shall continue to pay and discharge if any, undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities. It is made clear that the Promoter shall not be liable for payment of any penalty/damages/charges etc if arise any time due to any act/omission on part of the Purchaser.
- x. 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 properties) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

22. FORMATION OF SOCIETY:

- a) It is the intention of the Promoter to form a Cop-operative Housing Society of all the Purchaser of the premises in the said building to be constructed on the said Properties. The Purchaser alongwith other the Purchasers of flats from the said building in the complex shall join in forming and registering Society and for this purpose from time to time sign membership and other papers and documents necessary for the formation and the registration of the society and for becoming a member, including the bye-laws of proposed society and duly fill in, sign and return to the Promoter within 15 days of same being forwarded by the Promoter to the Purchaser so as to enable to Promoter to register the organization of the flat Purchasers u/s. 10 of Maharashtra Co-operative Societies Act, 1960. No objection shall be given by the Purchaser if any changes or modifications are made in the

draft of bye-laws as may be required by the Registrar of Co-operative Societies or any other Competent Authority. The Purchaser shall have no right to object to formation of society or to insist for any particular type of Organisation other than the cop-operative housing society.

- b) In the event of the said society being formed and registered before the sale and disposal by the Promoter of all the premises, the powers and the authority of the society so formed shall be subject to the overall authority and control of the Promoter in respect of all matters concerning the said building and said properties. The Promoter shall have absolute authority and control as regards the unsold premises and shall have right to sell the same to any third party and to receive and appropriate the consideration thereof for itself. In such eventuality, on receipt of application by such Purchaser, it shall be binding on the society to accept such Purchaser of unsold premises as member of the society without demanding any premium, donation or like amount, thereof.

23. CONVEYANCE:

- a) The Purchaser shall not be entitled to demand Conveyance of the Project Land unless and until the development of the Said Properties is completed in all respects as stated herein and until entire consideration amount and other sums payable by all the flats/ premises purchasers to the Promoter, have been paid by all such flats/ premises purchasers to the Promoter. After the the Society, Associations or Company of said building is formed and registered, the Promoter shall, at their sole discretion, execute Conveyances of the Project Land in favour of such Society, Associations or Company of said building.
- b) The time for execution of Conveyance in the manner as aforesaid shall arrive within three months from the date of issuing the Final Occupancy Certificate by the said corporation or competent authority in respect of said building of the Project and after entire development of the project land in the manner stated herein is completed by the Promoter in all respects and the entire consideration for all flats and premises is received by the Promoter. At the time of execution and Registration of conveyance of the project land, the Purchaser shall pay to the Promoter, the Purchaser's share of stamp duty and registration charges payable, on such conveyance or any documents or instrument of transfer in respect of the project land to be executed in favour of the Society.
- c) The Advocate of the Promoter shall prepare the Conveyance and all other documents to be executed in pursuance of this Agreement and all costs, charges and expenses including stamp duty, registration charges and other expenses towards preparation and execution of the conveyance and other documents shall be borne and paid by all the Purchaser on pro-rata basis. If any of the Purchasers commits default in such payment, the Promoter shall not be liable or responsible for resultant delay in execution of the Conveyance or Formation of Society and execution of Conveyance will be done only upon completion of entire development of said properties and on utilisation of entire development potential of the said properties and the Purchasers will not require or insist upon execution of Conveyance prior to completion of entire development of the said properties and till entire development potential of the said properties is exploited by the Promoter.

- d) Nothing contained in these presents shall be construed to confer upon the Purchaser's any right, title and interest of any kind whatsoever into or over the said premises and/or said properties or any part thereof, such conferment shall take place only upon the execution of the Conveyance in favour of the said society be formed.

24. OBLIGATIONS OF THE PURCHASER:

The Purchaser for himself/herself/themselves with intention to bring all persons upto whomsoever hands the said premises may come, doth hereby further covenant with the Promoter as follows :-

- a) To maintain the said Premises at Purchaser's own costs in good tenantable repair and condition from the date of possession of the said Premises is taken and shall not do or suffer to be done anything in or to the buildings in which the said Premises is situated;
- b) Not to store in the said Premises any goods which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the buildings in which the said Premises is situated or storing of which goods is objected by the concerned local or other authority and shall not carry or cause to be carried heavy packages to the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the buildings in which the said Premises is situated on account of negligence or default of the Purchaser in this behalf and the Purchaser shall be liable for the consequences of the breach hereof;
- c) To carry at his/her/their/its own cost all internal repairs to the said Premises and maintain the said Premises in the same conditions, state and order in which it was delivered by the Promoters to the Purchaser and shall not do or suffer to be done anything in or to the buildings in which the said Premises is situated or the said Premises, which is against the Rules and Regulations and Bye-laws of the concerned Local Authority and in the event of the Purchaser committing any act in contravention of the above provisions, the Purchaser 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 said Premises or any part thereof nor at any time make or cause to be made any additions or alteration of whatsoever nature in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Premises is situated and shall keep the portion, sewers, drains in the said Premises and the appurtenances thereto in good tenantable repairs and condition and in particular so as to support, shelter and protect the other parts of the building in which the said Premises is situated and shall not chisel or in any manner damage the columns, beams, walls, slabs or parris or other structural members in the said Premises and the building which the same is situated without the prior written permission of the Promoters and / or the Society Company, or Association ;
- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Land and the building in which the said Premises is

situated or any part thereof or whereby any increase in 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 Premises in the compound or any portion of the said Premises and the Building in which the said Premises is situated;
- g) Pay to the Promoters, within seven days of demand by the Promoters, their share of security deposit, maintenance charges demanded by the concerned Local Authority or Government for giving lift facility, water, electricity or any other service connection to the building in which the said Premises is situated;
- h) Bear and pay any increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned Local Authority on account of change of user of the said Premises by the Purchaser viz. user of any purpose other than for which the same is allotted.
- i) Not let, sub-let, transfer, assign or part with the Purchaser's interest or benefit factor of this Agreement or part with the possession of the said Premises until all the dues payable by the Purchaser to the Promoters under this Agreement are fully paid up and only if the Purchaser had not been guilty of breach or non-observance of any of the terms and conditions of this Agreement and until the Purchaser shall have obtained prior written permission of the Promoters in that behalf. However, on compliances made by the Purchaser in these regards, the Promoters shall not withhold such permission on unreasonable grounds.
- j) Observe and perform all the Rules and Regulations, Bye-laws which the Society, Company or Association may adopt at its inception and the additions, alterations or amendments thereof that may be from time to time for protection and maintenance of the building in the said Highland Haven and the said Premises therein and for the observance and Rules, Regulations and Bye-laws for the time being of the concerned Local Authority and of the Government and other Public Bodies;
- k) Pay and contribute regularly and punctually towards the taxes and expenses or other outgoings in accordance with the terms of this Agreement;
- l) Till a conveyance of the structure of the building in which said premises are situated is executed in favour of society/limited society, the Purchaser shall permit the Promoters and their nominees, assignees and authorized representatives and agents with or without workmen and others, at all reasonable times to enter into and upon the said Building or any part thereof to view and examine the state and conditions thereof;
- m) Till a conveyance of the Project land is executed in favour of Society, the Purchaser shall permit the Promoters and their nominees, assignees and authorized representatives and agents with or without workmen and others, at all reasonable times to enter into and upon the Project Land or any part thereof to view and examine the state and conditions thereof;

- n) Not to obstruct construction activities on the project land in any manner whatsoever;
- n) Not fix the grills on the windows or balconies of the said Premises, otherwise than of the design and specifications given by the Promoters.
- o) Not make any changes or alterations in the elevation or exterior of the buildings in which the said Premises is situated.
- p) Not to use any projection, chhajjas or any part of the said Premises as flower beds / decks and shall also not keep any flowerpots therein or do any act, which shall spoil the colour scheme, exterior or elevation of the building in which the said Premises is situated.
- q) Not use or cause to be used the said Premises or any part thereof for any unlawful, illegal, immoral activities and / or for any other activities which has been prohibited under any Law, Rules, Regulations, Bye-laws etc. of the Government, Local Authority, Public Authority, Municipal Corporation etc.
- r) Not use or cause to be used the said Premises or any part thereof for business of Hotel, Restaurant Bar, Gambling, Video Parlours etc. or any trade or business having connection therewith.

25. SCOPE AND LIMITATION OF THE RIGHTS OF THE PURCHASER :

- a) Save and except the premises hereby agreed to be purchased by the purchaser, purchaser shall have no claim, on any other premises and areas including stilt, terrace and open spaces around said building and the balance portion/s of the said properties including layout road, open spaces, etc., which shall always remain the property of the Promoter until the whole of the said properties is transferred to the society subject to the rights of the Promoter as contained in this Agreement.
- b) It is expressly agreed between the parties that Promoter is fully entitled to utilize the F.S.I. that is presently available in respect of the said properties and that the Promoter shall be entitled to an additional F.S.I., if the same becomes available, in respect of the said properties on account of the change in the statute, rules and regulations, including Development Control Rules in respect of the vicinity where the said properties is situated. For removal of doubts, it is made clear that in respect of the said properties, it shall be the Promoter, who will be entitled to utilize the same for its benefit and that the Purchaser or the co-operative Housing Society Ltd. of the flat purchasers from the said building shall not claim right over such F.S.I. in future
- c) IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that so long as it does not in any way affect or prejudice the rights hereunder granted in favour of the Purchaser in respect of the said premises Promoter shall be at liberty to sell, assign, transfer, mortgage or otherwise deal with or dispose off their right, title, interest in respect of the said properties and/or any part thereof. The Promoter shall also be free to construct additional structures like sub-station for electricity, co-operative societies offices, co-operative departmental stores, temple or place of worship, covered and enclosed garages,

underground and overhead tanks, structures, watchman's cabin, toilet units for domestic servants, septic tanks, and soak, pits etc. etc. the location of which are not particularly marked upon the ground floor plans or lay out plans of the said properties. The Purchaser shall not interfere with these rights of Promoter by raising any disputes or court injunctions under Section 7 of the said Act and/or under any other provision of any other applicable law. The Promoter shall always be entitled to sign undertakings and indemnities on behalf of the Purchaser as required by any authority of the State or Central Government or Competent Authority under any law concerning construction of the buildings and structures for implementation of their scheme for development of the said larger property.

26. **STAMP DUTY:** The Purchaser shall alone pay all stamp duty, registration charges, fees, penalties or other charges payable on or in connection with the execution, issue, delivery, registration of this Agreement and any document, act and requisition performed pursuant hereto. The Purchaser shall, immediately after the execution of this Agreement, lodge this Agreement for registration and inform within reasonable time the serial number and the date of lodgment to the Promoter to enable the Promoter to attend the office of the Sub-Registrar and to admit execution hereof.
27. 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 Purchaser of the said premises, in case of a transfer, as the said obligation go along with the said premises for all intents and purpose.
28. Forwarding this Agreement to the Purchaser by the Promoter does not create a binding obligation on the part of the promoter or the Purchaser until, firstly, the Purchaser 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 Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Purchaser fails to execute and deliver to the 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 Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipts by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation.
29. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

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

30. **MISCELLANEOUS :**

- a) The Promoter shall in respect of any amounts remaining unpaid by the Purchaser under the terms and conditions of this Agreement have a first lien and charge on the said premises agreed to be purchased by the Purchaser.

- b) All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if posted to the Purchaser under registered A.D. / speed post or by Courier Service at the address given by the Purchaser and as recorded in the title of this Agreement.
- c) 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 Purchaser by the Promoter shall not be construed as a waiver on part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Promoter.
- d) All out of pocket costs, charges and expenses including the stamp duty, registration charges of and incidental to this agreement and service tax (if applicable) shall be borne and paid by the Purchaser. If due to any changes in Government Policy and by virtue of the same if any additional stamp duty, registration charges and/or any other taxes/rates are levied the same shall be also paid by the Purchaser.
- e) It is expressly agreed that the Promoter shall always be entitled to put hoardings on the said properties and/or any part thereof and the said hoardings may be illuminated or comprising of neon-signs by themselves and/or through their nominees/assignees and for that purpose the Promoter is fully authorized to allow temporary or permanent construction and/or erection or installation on the said properties and/or any part thereof as the case may be in accordance with TMC regulations and the Purchaser agrees not to object or dispute the same in any manner whatsoever.
- f) The Promoter shall be entitled to use and allow third party to use any part of the New Buildings and the said properties for installation of cables, satellite, communication equipment, cellular telephone equipment, radio turnkey equipment, wireless equipment, etc. The Purchaser agrees not to object or dispute the same. It is further expressly agreed that the Promoter shall have an irrevocable and perpetual right and be entitled to receive, recover, retain and appropriate all the rents, profits and other compensation including any increase thereof and the Purchaser shall not have any right or be entitled to any such rents, profits and other compensation including any increase thereof or any part thereof. All the rents, profits and other compensation including any increase thereof shall solely and absolutely belong to the Promoter. The Promoter shall be entitled to transfer or assign the same to any person or persons whom they deem fit and the Purchaser shall not raise any objection thereto. The Purchaser shall not be entitled to raise any objection or claim any abatement in the Sale Price of the Flat agreed to be acquired by the Purchaser and/or claim any compensation or damages on the ground of inconveniences or any other ground whatsoever, from the Promoter. The Promoter shall also be entitled to install its logo in one or more places in or upon the New Buildings / said Property and the Promoter reserves to itself full and free right of way and means and access thereto.

31. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said premises or of the said plot of land and building or any part thereof. The Purchaser shall have no claim save and except in respect of the particular premises. The remaining portion of plot, property, other unallotted flats/car parking spaces, common areas, etc. shall be the property of the Promoter until the whole of the said plot of land and or any part thereof with building constructed thereon is transferred to the said society.
32. It is specifically agreed by and between the parties hereto that in the event of any clause or clauses or provision or provisions of this Agreement becoming void on account of any laws, rules and regulations, then and in that event the entire Agreement shall not be treated void-ab-initio and, in such case, the such defective clause or clauses or part of the clause or clauses or part of this Agreement shall be severed from the rest of the clauses of this Agreement.
33. This Agreement sets forth the entire understanding of the Parties to this Agreement with respect to the subject matter hereof and supersedes all prior letters of intent, allotments letters, agreements, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, employee, or representative of either Party relating thereto.
34. Unless the context otherwise suggests or warrants, all obligations, conditions and liabilities herein imposed upon the Purchaser whether expressly or impliedly shall be deemed to be covenant running with the said flat and shall be binding upon the Purchaser and his legal will at all times thereafter.
35. The Purchaser hereby agrees to and does hereby indemnify and keep indemnified, saved, defended and harmless the Promoter against any or all claims, losses, damages, expenses, costs or other liabilities incurred or suffered by the Promoter from or due to (a) any breach by the Purchaser of his/her/their/its covenants, representations and warranties under this Agreement or (b) due to any act, omission, default on the part of the Purchaser in complying/performing his/her/their/its obligations under this Agreement or (c) damages to to any property(ies) howsoever arising related to the use and/or occupation of the Flat and/or the said properties and directly or indirectly as a result of the negligence, act and/or omission of the Purchaser or his agents, servants, tenants, guests, invitees and/or any person or entity under his control, and (d) Purchaser's non-compliance with any of the restrictions regarding the use and/or occupation of the Flat or other areas as stated herein.
36. **INSPECTION OF DOCUMENTS :**
- The Purchaser confirms that the Promoter has given to him/her/their free and complete inspection of documents of title and approvals from various authorities in respect of the said properties including the said Conveyance deed and other documents referred to hereinabove and the Purchaser confirms that only after inspecting the aforesaid documents and all other approvals and being satisfied in respect thereof, the Purchaser has entered into this Agreement.
37. **TITLE :**

The Promoter has obtained the Certificates of Title of the said properties from Advocate Hemant Mahtre, Thane, copy whereof is annexed hereto. The Purchaser hereby accepts the said Title Certificate and the Purchaser agrees not to raise any further or other requisitions on or objections to the title and authority of the Promoter to develop the said properties.

38. IN THIS AGREEMENT,
- a. Unless the context otherwise, implies, the expression defined herein shall have the respective meaning assigned to them.
 - b. The singular wherever used shall include plural and vice-versa.
 - c. The masculine gender used herein shall include feminine and/or neutral gender wherever applicable.

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THE SCHEDULE I REFERRED TO HEREINABOVE

All that piece or parcel of land or ground lying, being and situated at Village Balkum, Thane, Taluka and District Thane, Registration District & Sub-District Thane and within the limits of Thane Municipal Corporation bearing following description

Sr. No.	Old Survey No.	New Survey No.	Area In Sq. Mtrs.
1.	223/1Pt	199/1C	293
2.	252/2	224/2	100
3.	252/3	224/3	350
4.	252/4(pt)	224/4A	1120
5.	252/4(pt)	224/4B	480
6.	252/5	224/5	50
7.	252/6	224/6	700
8.	114/C	225/4	380
Total			3473

And bounded as follows:-

Towards East: Hotel Raj Residency (19.150371, 73.054257)
 Towards West: MTNL Telephone Exchange (19.150315, 75.053516)
 Towards North: BMC Pipeline (19.150812, 73.053935)
 Towards South: 60 Mtr Wide DP Road (19.149231, 73.054117)

THE SCHEDULE II REFERRED TO HEREINABOVE

Residential Flat/Commercial Premises adm. _____ sq. ft. Carpet area equivalent to _____ Sq. mtrs. Carpet area and bearing No. _____, on _____ floor in building named as "Windson Heights" as shown in the Floor Plan thereof hereto annexed and marked **Annexure "H"** and presently under construction on the said properties described in the Schedule I hereinabove.

SIGNED SEAL DELIVERED]
by the withinnamed PROMOTER]
M/S OVLA BUILDERS AND]
DEVELOPERS PVT. LTD.,]
through its director/Authorized]
Signatory _____]
_____]

In the presence of:

1.

2.

SIGNED AND DELIVERED]
BY THE WITHINNAMED PURCHASERS]
1 _____]

2 _____]

In the presence of

1.

2.

R E C E I P T

RECEIVED of and from the withinnamed Purchaser, a sum of Rs. _____/-
(Rupees _____ only) as part
consideration amount as contemplated hereinabove.

WE SAY RECEIVED

RS. _____

Witnesses :-

- 1.
- 2.

**M/S OVLA BUILDERS AND DEVELOERS
PVT. LTD**

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