

AGREEMENT FOR SALE

This Agreement for Sale is made and entered into at Thane on this ____ day of _____ 2024.

BY AND BETWEEN

SHRIRAAM PIONEER DEVELOPERS PVT. LTD., (Previously known as “M/s. Ram Developers”) PAN: _____, a Company duly registered under the provisions of Companies Act, 2013, having registered office at: Pushpanjali Residency, Opp. Puranik City, Village Owale, Ghodbunder Road, Thane, through its Directors and authorized signatories Mr. Mohan B. Shinde and Mr. Mukesh Madhav Malve, hereinafter referred to as “DEVELOPERS” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include all the authorised signatories, executors, administrators and/or assigns) **OF THE ONE PART;**

AND

AND

1) Mr./Ms./Mrs. _____

Official Email. ID _____

R/O _____

_____ having Income tax PAN _____

JOINTLY WITH

2) Mr./Ms./Mrs. _____

R/O _____

_____ having

Income tax PAN _____

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

WHEREAS:

A. DESCRIPTION OF THE SAID ENTIRE PROPERTY:

The Developers are the sole and exclusive developers of the pieces and parcels of land lying, being and situate at Village Owale, Taluka and District Thane, within the Registration District and Sub-District of Thane and within the limits of Thane Municipal Corporation (TMC). The properties mentioned in the table are hereinafter referred to as the "**Said Entire Property**" and more particularly described in the Schedule I written hereunder.

The particulars of all the pieces and parcels of Said Entire Property are summarized below:

Sr. No.	Survey No.		Hissa No.	Abbreviated Reference of property	Area (square meters)
	New	Old			
1	99	64	2	First Property	5720
2	101	63	3		3490
3	99	64	4B	Second Property	2690

4	97	67	1	Third Property	4200
5	98	131(p)	1A	Fourth Property	2460
6	58	66	1	Fifth Property	1090
7	98	131(p)	1B	Sixth Property	2700
8	99	64	6	Seventh Property	1540
9	59	65	1A		600
10	58	66	5A		130
11	99	64	4A	Eighth Property	1010
12	59	65	2	Ninth Property	400
13	97	67	3/3	Tenth Property	1770
14	99	64	3	Eleventh Property	4650
				Total	32450

Area of the Said Entire Property as per TILR is 32,299.57 square meters, out of which the 1) area admeasuring 591.95 square meters is not in possession, 2) the area admeasuring 70 square meters is a deduction for difference in area in P.O.A., 3) the area of Sub Plot B is 420.78 square meters, 4) the area under 30 meters wide D.P. Road is 2038.43 square meters and 5) the area deducted for amenity plot is 1481.30 square meters. The balance area out of the Said Entire Property admeasuring 27,767.54 square meters is hereinafter referred to as the “Said Property” and more particularly described in the Schedule II written hereunder.

B. BRIEF HISTORY OF TITLE AND DEVELOPMENT RIGHTS OF FIRST PROPERTY:

- B1** The First Property was originally owned by Ratanashi Premji Charitable Trust and cultivated by Abdul Hamid Gulam Gaus Suse and others as agricultural tenants.
- B2** Tahsildar and Agricultural Land Tribunal, Thane passed order under section 32G of Maharashtra Tenancy and Agricultural Land Act, 1948 (MTAL Act) and determined purchase price to be paid by tenant in respect of First Property.
- B3** After payment of purchase price by the tenant i.e. Abdul Hamid Gulam Gaus Suse in respect of First Property, Tahsildar and Agricultural Land Tribunal, Thane issued Purchase Certificate bearing no. 3712 dated October 28, 1985 under section 32M of MTAL Act.
- B4** The First Property and several other properties were partitioned amongst members of Suse Family i.e. Abdul Hamid Gulam Gaus Suse, Saeed Gulam Gaus Suse, Hajimiya Gulam Gaus Suse, Rashid Gulam Gaus Suse, Noorjahan Gulam Gaus Suse, Safiya Gulam Gaus Suse.
- B5** In pursuance of the partition between Suse Family, the First Property was apportioned to Saeed Gulam Gaus Suse, Hajimiya Gulam Gaus Suse, Rashid Gulam Gaus Suse, Noorjahan Gulam Gaus Suse, Safiya Gulam Gaus Suse.
- B6** Hajimiya Gulam Gaus Suse demised on May 31, 2000 leaving behind him legal heirs wife Suraiya Hajimiya Suse, 5 sons 1) Mukhtyar Hajimiya Suse, 2) Mohammad Hajimiya Suse, 3) Mudassir Hajimiya Suse, 4) Gulam Gaus Hajimiya Suse, 5) Jakir Hajimiya Suse and 4 daughters 1) Bibi Ayesha Asif Surme, 2) Rahat Iqbal Surme, 3) Nikahat Hajimiya Suse, 4) Mohammadi Hajimiya Suse.

- B7** Saeed Gulam Gaus Suse, Rashid Gulam Gaus Suse, Safiya Gulam Gaus Suse, all their family members and legal heirs of Hajimiya Gulam Gaus Suse have assigned development rights in respect of First Property in favour of Developers by executing Development Agreement dated October 03, 2003, which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-5/6327/2003.
- B8** In pursuance of the Development Agreement dated October 03, 2003, Saeed Gulam Gaus Suse and others have executed Power of Attorney dated October 03, 2003, which is duly authenticated with the Sub Registrar of Assurances, Thane at Serial no. 518/2003.
- B9** After execution of the Development Agreement, the Shabbir Saeed Suse and others filed statement under section 6 (1) to ULC Authorities and obtained order bearing no. ULC/TA/TE. No. 7/Owale/SR-264 dated February 13, 2004 under section 8 (4) of Urban Land (Ceiling and Regulation) Act, 1976 (herein after referred to as "ULC Act").
- B10** Pursuant to the order passed under section 8 (4), portion of land admeasuring 3410 square meters out of the First Property was declared as excess land. The Competent Authority, Thane Urban Agglomeration sanctioned Special Dispensation Scheme under section 20 of ULC Act on April 23, 2004.
- B11** Mr. Gulam Mustafa Abdul Wahab Patel confirmed the development rights of the Third Property by executing Confirmation Deed dated 28/07/2022 in favour of Developers which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-12/9615/2022.

C. BRIEF HISTORY OF TITLE AND DEVELOPMENT RIGHTS OF SECOND PROPERTY:

C1 The Second Property was originally owned and Possessed by Shripat alias Damodar Undrya Bhoir.

C2 Shripat alias Damodar Undrya Bhoir demised on May 21, 1987 leaving behind him his legal heirs his wife 1) Shantibai Damodar Bhoir, 4 sons 2) Baban Damodar Bhoir, 3) Devram Damodar Bhoir, 4) Suresh Damodar Bhoir, 5) Pandit Damodar Bhoir and daughters 6) Smt. Geetabai Prakash Patil, 7) Indrayani Naresh Bhoir and 8) Ramabai Damodar Bhoir alias Ramabai Nakul Patil.

C3 Baban Damodar Bhoir and 7 others have executed Development Agreement dated November 25, 2003 in favour of Developers, which is duly registered with the Sub Registrar of Assurances, Thane at serial no. TNN5/7553/2003 and subsequently, in pursuance of Development Agreement, Baban Damodar Bhoir and 7 others have executed Power of Attorney dated November 25, 2003 in favour of Developers, which is duly authenticated in the office of Sub Registrar of Assurances, Thane at serial no. 619/2003.

C4 Shantibai Damodar Bhoir demised on June 28, 2012, leaving behind her legal heirs 4 sons 1) Baban Damodar alias Shripat Bhoir, 2) Devram Damodar alias Shripat Bhoir, 3) Suresh Damodar alias Shripat Bhoir, 4) Pandit Damodar alias

Shripat Bhoir and 3 daughters 1) Smt. Geetabai Prakash Patil, 2) Indrayani Naresh Bhoir and 3) Ramabai Nakul Patil.

C5 Mrs. Sandhya Pandit Bhoir and 10 others confirmed the development rights of the Second Property by executing Supplementary Agreement/Confirmation Deed dated 22/07/2022 in favour of Developers.

D. BRIEF HISTORY OF TITLE AND DEVELOPMENT RIGHTS OF THIRD PROPERTY:

D1 The Third Property was originally owned by Anant Ramkrushna Takle and possessed by Chandar Ganpat Vaity.

D2 Agricultural Land Tribunal and Sub Divisional Officer, Thane passed order under section 32G of MTAL Act and determined purchase price to be paid by the tenant in respect of Third Property. Chandar Ganpat Vaity had paid the purchase price and accordingly, Purchase Certificate had been issued in the name of Chandar Ganpat Vaity under section 32M of MTAL Act.

D3 1) Shri Anant Narayan Patil, 2) Shri Naresh Narayan Patil, 3) Shri Dattaram Narayan Patil and 4) Shri Krushna Narayan Patil purchased the Third Property from Chandar Ganpat Vaity on March 25, 1985.

D4 Anant Narayan Patil and 4 others have executed Development Agreement dated February 28, 2004 in favour of Developers, which is duly registered with the Sub Registrar of Assurances, Thane at serial no. TNN5/1550/2004 and subsequently, Anant Narayan Patil and 4 others have executed Power of Attorney dated March 17, 2004 in favour of Developers, which is duly authenticated in the office of Sub Registrar of Assurances, Thane at serial no. 253/2004.

D5 Dattaram Narayan Patil demised on August 31, 2005 leaving behind him his legal heirs wife Shobha Dattaram Patil, 2 Sons 1) Mohanish Dattaram Patil and 2) Aniket Dattaram Patil.

D6 Smt. Shobha Dattaram Patil and 2 others confirmed the development rights of the Third Property by executing Confirmation Deed dated 28/07/2022 in favour of Developers which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-12/9615/2022.

E. BRIEF HISTORY OF TITLE AND DEVELOPMENT RIGHTS OF FOURTH PROPERTY:

E1 The Fourth Property was originally owned by Anandrao Ramchandra Paralkar and possessed by Hasha Somvar Thakur.

- E2** The Additional Tahasildar and the Agricultural Lands Tribunal fixed the price under section 32G of Maharashtra (Bombay) Tenancy & Agricultural Lands Act in respect of the Fourth Property. Hasha Somvar Thakur had deposited the requisite amount and became a deemed purchaser of Fourth Property and the Agricultural Lands Tribunal duly issued certificate under section 32M of MTAL Act in the name of Hasha Somvar Thakur (Certificate No. VR/Owale/624-1897 on June 26, 1975).
- E3** The Fourth Property and several other properties partitioned amongst the family members of Hasha Somvar Thakur viz. Motibai Kacher Thakur, Laxman Hasha Thakur, Baliram Hasha Thakur and Shankar Hasha Thakur. In pursuance of the said Partition, the Fourth Property is apportioned to Laxman Hasha Thakur.
- E4** The Competent Authority Thane Urban Agglomeration has passed order under section 8(4) of ULC Act and thereby declared the portion admeasuring 2460 square meters from and out of Fourth Property as excess land. Pursuant to the application for sanction of scheme, Additional Collector and Competent Authority, Thane has sanctioned scheme by order bearing no. ULC/TA/WSHS 20/SR 1826 dated October 18, 2007.
- E5** Laxman Hasha Thakur and members of his family have executed Development Agreement dated July 3, 2009 in favour of Developers, which is duly registered with the Sub Registrar of Assurances, Thane at serial no. TNN5/5790/2009 and

subsequently, Laxman Hasha Thakur and his family members have executed Power of Attorney dated July 3, 2009 in favour of Developers, which is duly authenticated in the office of Sub Registrar of Assurances, Thane at serial no. 227/2009.

F. BRIEF HISTORY OF TITLE AND DEVELOPMENT RIGHTS OF FIFTH PROPERTY:

F1 The Fifth Property was originally owned by Dwarkanath Ratanashi Premji Charitable Trust and cultivated by Ambo Rama Bhoir.

F2 Tahsildar and Agricultural Land Tribunal, Thane passed order under section 32G of MTAL Act and determined purchase price to be paid by the tenant in respect of Fifth Property. Ambo Rama Bhoir paid the purchase price and accordingly the Purchase Certificate bearing no. 1692 dated September 23, 1973 issued in the name of Ambo Rama Bhoir under section 32M of MTAL Act.

F3 Ambo Rama Bhoir demised in or around the year 1966 leaving behind him wife Aambi Ambo Bhoir, 2 sons 1) Namdev Ambo Bhoir, 2) Manohar Ambo Bhoir and daughter Dhanibai Ambo Bhoir as his legal heirs.

F4 However subsequently Agricultural Land Tribunal set aside earlier order under section 32 G and 32 M of MTAL Act and passed order under section 32 G in favour of Laxman Hasha Thakur in accordance with the statement of Mr.

Namdev Ambo Bhoir. The said order was passed by the Additional Tahsildar and Agricultural Land Tribunal, Thane on October 31, 1988 in Tenancy case No. 32 G/Owale/309-88.

F5 Laxman Hasha Thakur in confirmation with members of his family viz. Anant Laxman Thakur and 8 others have executed Development Agreement dated July 3, 2009 in favour of Developers, which is duly registered with the Sub Registrar of Assurances, Thane at serial no. TNN5/5790/2009 and subsequently, Laxman Hasha Thakur and 9 others have executed Power of Attorney dated July 3, 2009 in favour of Developers, which is duly authenticated in the office of Sub Registrar of Assurances, Thane at serial no. 227/2009.

F6 The Sub-Divisional Officer Thane allowed Revision Appeal no. TNC/REV NO. 28/91 dated March 16, 1992 and thereby set aside order passed under section 32 G by the Agricultural land Tribunal. However the aforesaid order was not intimated to the concerned parties and therefore Laxman Hasha Thakur was continued to be shown as the Occupant/Owner of the Fifth Property. Tehsildar and Agricultural land Tribunal had therefore passed an order on October 26, 2015, and thereby restored condition prior to 1988 in the record of rights.

F7 The legal heirs of late Mrs. Aambi Ambo Bhoir, late Mr. Namdev Ambo Bhoir, late Mr. Manohar Ambo Bhoir and late Ms. Dhanibai Ambo Bhoir viz, Mr. Sahadev Gopal Bhoir and Mr. Mahesh Gopal Bhoir were brought on record.

F8 Mr. Sahadev Gopal Bhoir and Mr. Mahesh Gopal Bhoir in confirmation with the Mr. Laxman Hasha Thakur granted Development Rights of the Fifth Property in favour of Developers by executing Development Agreement dated 24/11/2017 which is duly registered with the Sub Registrar of Assurances, Thane at serial no. TNN-12/3476/2017 and subsequently executed Power of Attorney dated 24/11/2017 which is registered in the office of Sub Registrar of Assurances, Thane at serial no. TNN-12/3477/2017.

G. BRIEF HISTORY OF TITLE AND DEVELOPMENT RIGHTS OF SIXTH PROPERTY:

G1 The Sixth Property was originally owned by Ramchandra Paralkar and cultivated by Hasha Somvar Thakur.

G2 Ramchandra Paralkar and his wife Putalabai Ramchandra Paralkar demised leaving behind them 4 sons 1) Anandrao Ramchandra Paralkar, 2) Shridhar Ramchandra Paralkar, 3) Gajanan Ramchandra Paralkar and 4) Vasant Ramchandra Paralkar as their legal heirs.

G3 Tahsildar and Agricultural Land Tribunal, Thane passed order under section 32G of MTAL Act and determined purchase price to be paid by the tenant in respect of Sixth Property. Hasha Somvar Thakur paid the purchase price and

accordingly the Purchase Certificate bearing no. VR/ owale/624-1899 dated June 26, 1975 issued in the name of Hasha Somvar Thakur under section 32M of MTAL Act.

G4 Hasha Somvar Thakur demised in the year 1972 leaving behind him 4 sons 1) Laxman Hasha Thakur, 2) Baliram Hasha Thakur, 3) Shankar Hasha Thakur, 4) Kacher Hasha Thakur as his legal heirs.

G5 Kacher Hasha Thakur also demised leaving behind him wife Motibai Kacher Thakur, 4 sons 1) Ramesh Kacher Thakur, 2) Ramshiv Kacher Thakur, 3) Vitthal Kacher Thakur and 4) Smit Kacher Thakur as his legal heirs.

G6 The Sixth Property and several other properties partitioned amongst the family members of Hasha Somvar Thakur viz. Motibai Kacher Thakur, Laxman Hasha Thakur, Baliram Hasha Thakur and Shankar Hasha Thakur. In pursuance of the said Partition, the Sixth Property was apportioned to Baliram Hasha Thakur.

G7 Baliram Hasha Thakur in confirmation with his family members have executed Development Agreement dated April 28, 2009 in favour of Developers which is duly registered with the Sub Registrar of Assurances, Thane at serial no. TNN5/3554/2009 and subsequently executed Power of Attorney dated April 28, 2009 which is authenticated in the office of Sub Registrar of Assurances, Thane at serial no. 116/2009.

H. BRIEF HISTORY OF TITLE AND DEVELOPMENT RIGHTS OF SEVENTH PROPERTY:

H1 The Seventh Property was originally owned and cultivated by Tulshya Kashtya Bhoir.

H2 Tulshya Kashtya Bhoir demised in or around the year 1980 leaving behind him legal heirs son Hira Tulshya Bhoir, 4 daughters 1) Mrs. Laxmibai Ramdas Patil 2) Mrs. Sundarabai Tukaram Bhoir 3) Mrs. Rahibai Mahadu Dhumal and 4) Mrs. Mainavati Pandharinath Patil.

H3 Hira Tulshya Bhoir was also demised in or around the year 1997 leaving behind him wife Asha Hira Bhoir and daughter Savita Hira Bhoir as his legal heirs.

H4 Pursuant to the oral statements given by 1) Mrs. Laxmibai Ramdas Patil, 2) Mrs. Sundarabai Tukaram Bhoir, 3) Mrs. Rahibai Mahadu Dhumal and 4) Mrs. Mainavati Pandharinath Patil that they have released their rights and interest in respect of the Seventh Property in favour of Asha Hira Bhoir, their names were removed from the record of rights.

H5 Asha Hira Bhoir and Savita Hira Bhoir alias Savita Naresh Patil have conveyed and transferred Seventh Property in favour of Mrs. Hansa Ashok Mistry by executing Deed of Conveyance dated February 06, 2010, which is duly registered with the Sub Registrar of Assurances, Thane at serial no. 1862/2010.

H6 Mrs. Hansa Ashok Mistry, Mrs. Laxmibai Ramdas Patil and others in confirmation with Baban Bembtya Patil and others have conveyed and transferred Seventh Property in favour of Developers and M/S. Shree Sai Developers by executing Conveyance Deed dated January 20, 2011, which is duly registered with the Sub Registrar of Assurances, Thane at serial no. TNN5/0670/2011.

I. BRIEF HISTORY OF TITLE AND DEVELOPMENT RIGHTS OF EIGHTH PROPERTY:

I1 The Eighth Property was originally owned by Tulshya Kashtya Bhoir.

I2 Tulshya Kashtya Bhoir demised in the year 1980 leaving behind him his legal heirs son Hira Tulshiram Bhoir, 4 daughters 1) Laxmi Ramdas Patil 2) Sundarabai Tukaram Bhoir 3) Rahibai Mahadu Dhumal and 4) Mainavati Pandharinath Patil.

I3 Hira Tulshiram Bhoir have conveyed and transferred the Eighth Property in favour of Mr. Datta Dama Mukadam by executing Sale Deed dated May 09, 1989, which is duly registered with Sub-Registrar of Assurances, Thane.

I4 Mr. Datta Dama Mukadam have assigned the development rights of the Eighth property in favour of Developers by executing Development Agreement dated

December 11, 2006, which is duly registered with the Sub Registrar of Assurances, Thane at serial no. TNN2/8928/2006.

- I5** The portion admeasuring 588 square meters from and out of Eighth Property was declared as excess land. The Additional Collector and Competent Authority, Thane Urban Agglomeration sanctioned scheme in respect of portion of excess land and in pursuance thereof passed order bearing no. ULC/T.A/A.T.P Section 20/21 dated March 25, 2009 under Urban Land (Ceiling and Regulation) Act, 1976 (ULC Act).

J. BRIEF HISTORY OF TITLE AND DEVELOPMENT RIGHTS OF NINTH PROPERTY:

- J1** The Ninth Property was originally owned by Dattatray Khanderao Owalekar and the name of Hira alias Hira Balya Thakur was recorded as Tenant in respect of Ninth Property.

- J2** Tahsildar and Agricultural Land Tribunal, Thane passed order dated May 11, 1961, under section 32G of MTAL Act and determined purchase price to be paid by the tenant Hira Balya Thakur in respect of Ninth Property. Hirya Balya Thakur paid the purchase price and accordingly the Purchase Certificate bearing no. 383 dated October 22, 1984, issued in the name of Hirya Balya Thakur under section 32M of MTAL Act.

- J3 Hiryra alias Hira Balya Thakur demised intestate in the year 1966 and his wife Balibai Hira Thakur demised in the year 1971 leaving behind them, four sons 1) Trimbak Hira Thakur, 2) Waman Hira Thakur, 3) Pandurang Hira Thakur, 4) Pundlik Hira Thakur and three daughters 1) Mathurabai Kamalya Bhoir, 2) Sakhubai Mahadu Bhoir and 3) Anubai Mahadu Patil as their legal heirs.
- J4 Waman Hira Thakur also demised on March 28, 1982, leaving behind him wife Draupadi Waman Thakur, 3 sons 1) Anil Waman Thakur, 2) Kishor Waman Thakur, 3) Nivrutti Waman Thakur and daughter Nandini Santaji Madhvi as his legal heirs.
- J5 Trimbak Hira Thakur demised on June 29, 2007, leaving behind him wife Budhibai Trimbak Thakur, son Naresh Trimbak Thakur, 4 daughters 1) Smt. Changuna Pandharinath Gharat, 2) Shashi Vasudev Patil, 3) Usha Ravindra Ture and 4) Jayashree Jagannath Patil as his legal heirs.
- J6 Naresh Trimbak Thakur and 13 others have executed Development Agreement dated June 22, 2010 in favour of Developers, which is duly registered with the Sub Registrar of Assurances, Thane at serial no. TNN5/6814/2010 and pursuant to the Development Agreement, Naresh Trimbak Thakur and others have also executed Power of Attorney in respect of Ninth Property.

K. BRIEF HISTORY OF TITLE AND DEVELOPMENT RIGHTS OF TENTH PROPERTY:

- K1 The Tenth Property was originally owned by Rangnath Mukund Dandekar and cultivated by Hirya alias Hira Balya Thakur.
- K2 The Agricultural Land Tribunal and Sub Divisional Officer, Thane have passed order bearing no. IV108 dated May 11, 1961 and thereby determined the purchase price to be paid by the tenant Hirya Balya Thakur.
- K3 After payment of purchase price, Certificate of Purchase bearing no. 3554 dated April 27, 1983 was issued under section 32M of MTAL Act in favour of tenant Hirya Balya Thakur.
- K4 Hirya Balya Thakur demised intestate in the year 1966 and his wife Balibai Hira Thakur demised in the year 1971 leaving behind them, 4 sons 1) Trimbak Hira Thakur, 2) Waman Hira Thakur, 3) Pandurang Hira Thakur, 4) Pundlik Hira Thakur and 3 daughters 1) Mathurabai Kamlya Bhoir, 2) Sakhubai Mahadu Bhoir and 3) Anubai Mahadu Patil as their legal heirs.
- K5 Waman Hira Thakur also demised on March 29, 1982 leaving behind him wife Draupadi Waman Thakur, 3 sons 1) Anil Waman Thakur, 2) Kishor Waman Thakur, 3) Nivrutti Waman Thakur and daughter Nandini Santaji Madhvi as his legal heirs.
- K6 Trimbak Hira Thakur demised on June 29, 2007 leaving behind him wife Budhibai Trimbak Thakur, son Naresh Trimbak Thakur, 4 daughters 1) Smt.

Changuna Pandharinath Gharat, 2) Shashi Vasudev Patil, 3) Usha Ravindra Ture and 4) Jayashree Jagannath Patil as his legal heirs.

K7 Naresh Trimbak Thakur and 4 others in confirmation with Pandurang Hira Thakur and 9 others have executed Development Agreement dated March 17, 2008 in favour of Developers in respect of portion admeasuring 1246 square meters from and out of Tenth Property, which is duly registered with the Sub Registrar of Assurances, Thane at serial no. TNN2/2611/2008 and pursuant to the Development Agreement, Naresh Trimbak Thakur and 4 others in confirmation with Pandurang Hira Thakur and 9 others have also executed Power of Attorney dated .

K8 Budhibai Trimbak Thakur and 4 others have assigned development rights in favour of Developers by executing Development Agreement dated March 09, 2010, which is duly registered with the Sub Registrar of Assurances, Thane at serial no. TNN5/2417/2010.

K9 Simultaneously with the execution of Development Agreement, Budhibai Trimbak Thakur and 4 others also executed Power of Attorney dated March 09, 2010 in favour of Developers.

L. BRIEF HISTORY OF TITLE AND DEVELOPMENT RIGHTS OF ELEVENTH PROPERTY:

L1 The Eleventh Property was originally owned by Jana Padman Patil and Kamalya Padman Patil.

- L2 Kamalya Padman Patil demised in the year 1988 leaving behind him legal heirs 4 sons 1) Gajanan Kamalya Patil, 2) Anand Kamalya Patil, Bhiva Kamalya Patil, 4) Dattu Kamalya Patil and 3 daughters 1) Dwarkabai Hender Bhoir, 2) Hasubai Janardan Thakur and 3) Kusum Arvind Thakur.
- L3 Jana Padman Patil demised leaving behind him 3 sons 1) Soma Jana Patil, 2) Bhaskar Jana Patil and 3) Janardan Jana Patil.
- L4 The Eleventh Property was declared as excess land. Additional Collector and Competent Authority, Thane have passed order-bearing no. ULC/Thane/R.N.7/S.R/85 dated September 21, 2005 and thereby name of the original owner of the Eleventh Property was removed and name of Government of Maharashtra was recorded as occupant in 7/12 extract of the Eleventh Property.
- L5 Gajanan Kamlyia Patil and 6 others have executed Development Agreement dated November 10, 2006 in favour of Developers in respect of their undivided share in the Eleventh Property. Simultaneously, with the execution of Development Agreement, Gajanan Kamlyia Patil and 6 others have executed Power of Attorney dated September 12, 2006 in favour of Developers.

- L6 Thakubai Maruti Patil and 5 others have executed Development Agreement dated November 16, 2006 in favour of Developers in respect of their undivided share in the Eleventh Property. Simultaneously, with the execution of Development Agreement, Thakubai Maruti Patil and 5 others have executed Power of Attorney dated November 16, 2006 in favour of Developers.
- L7 Soma Jana Patil, Bhaskar Jana Patil and Janardan Jana Patil and their family members have executed Development Agreement dated December 15, 2006 in favour of Developers in respect of their undivided share in the Eleventh Property. Simultaneously, with the execution of Development Agreement, Soma Jana Patil, Bhaskar Jana Patil and Janardan Jana Patil and their family members have executed Power of Attorney dated December 15, 2006 in favour of Developers.
- L8 Additional Collector and Competent Authority, Thane has cancelled the order passed under Section 10 (3) and Section 10 (5) of the ULC Act, 1976 by passing order-bearing no. ULC/TA/Owale/240, dated October 19, 2010. Accordingly, the name of original owner was reinstated in 7/12 extract of the Eleventh Property and in pursuance of said order, one Mr. Sahadev Gopal Bhoir has filed Writ Petition bearing no. 4320/2017 challenging the said order of Collector of Thane.

- L9 Mr. Bhiva Kamalya Patil demised on December 01, 2010 leaving behind him his legal heirs his wife Vithabai Bhiva Patil, 2 sons 1) Mr. Dinesh Bhiva Patil 2) Mr. Atish Bhiva Patil, 3 daughters 1) Mrs. Karuna Balaram Mhatre 2) Mrs. Vandana Hemant Patil 3) Mrs. Ashwini Keval Thakur.
- L10 Gajanan Kamlya Patil, Smt. Thakubai Maruti Patil, Soma Jana Patil and others through their constituted Attorney Mr. Mohan Shinde have confirmed the abovementioned Development Agreements by executing Confirmation Deed dated October 14, 2011 in favour of Developers, which is duly registered with the Sub Registrar of Assurances, Thane at serial no. TNN5/9324/2011.

M. DEVELOPMENT RIGHTS IN RESPECT OF THE SAID PROPERTY:

By virtue of various deeds, agreements and documents mentioned herein above, the Developers are entitled to develop the Said Property on the terms and conditions detailed in the above-mentioned Agreement. The Developers are authorized and permitted to sell and transfer on ownership basis, various flats, apartments, tenements, shops and office premises and other units in the buildings and structures to be constructed by the Developers at its own cost on the Said Property, for such consideration and on such other terms, conditions, covenants, stipulations and provisions as may be decided and deemed fit by the Developers and for this purpose to sign and execute the necessary agreements, deeds, documents and writings with the Purchasers/Transferees of the same. The said Agreements also inter alia provides that on completion of development of the

Said Property or portions thereof from time to time, the Developers alone will be entitled to hand over possession of various flats, apartments, tenements, units, premises constructed thereon to the Purchasers/ transferees/ Allottees thereof.

N. PROJECT:

Pursuant to the right and authority obtained by Developers under relevant Agreements, Developers are desirous of and entitled to develop the Said Property, by constructing thereon 7 Buildings viz. Building S1, S2, S3, S4 consisting of Stilt + up to 30 upper floors, S5 and S6, consisting of Stilt + 1 to 4 Level Parking + 1 Amenity Floor + 2 to 46 upper floors and Building no. S7 consisting of Ground + 1 upper Commercial floor and Club house of Ground + 1 upper floor. The Developers have already completed construction of 5 single bungalows and 20 twin bungalow structures (20 structures consisting of 40 bungalows) and construction of 2 twin bungalow structures is in progress known as **“Pushpanjali Residency”** (hereinafter referred to as the **“Said Entire Project”**). The Building nos. S5, S6 and S7 consisting of shops and offices/ flats/apartments, tenements, dwelling units and premises of all kinds, for residential, non-residential, and/or any other authorized user, together with provision of parking spaces and other necessary amenities and services thereto to be known as **“Pushpanjali Residency Phase III”** and referred to as **“Said Project”**. The Developers have been developing the said Project for the purpose of selling, leasing or otherwise transferring the same to the prospective purchasers, allottees and other transferees and also entitled to sign and execute

necessary agreements, deeds, documents and writings with the purchasers/transferees of the said Premises.

O. APPROVALS AND PERMISSIONS:

I. NA Permissions:

The Hon'ble Collector of Thane has passed order-bearing no. MAHSUL/K1/TE-1/NAP/SR 100/2005 dated September 20, 2005, and thereby permitted non-agricultural use of First Property, Second Property and Third Property for the terms and conditions mentioned therein.

Collector of Thane passed orders bearing number MAHSUL/K1/Te-1/NAP/SR 104/2010 dated September 01, 2010, and MAHSUL/K1/TE-1/NAP/SR 125/2010 dated February 28, 2011, and thereby permitted non-agricultural use of Fourth Property, Fifth Property and Sixth Property for the terms and conditions mentioned therein.

The Developer has paid Conversion Charges in respect of Seventh, Eighth, Ninth, Tenth and Eleventh Property for Non-Agricultural use thereof.

II. Sale Permission:

The Sub Divisional Officer, Thane, has passed order-bearing no. TD/Te. 6/KUV/VIP/SR/103/2004 and thereby granted permission for development and sale in respect of First Property in accordance with the provisions of section 43 of Maharashtra (Bombay) Tenancy and Agricultural Lands Act, 1948 subject to the terms and conditions mentioned therein.

The Sub Divisional Officer, Thane has passed order bearing no. TD/Te. 6/KUV/VIP/SR/480/2009 dated March 05, 2010 and thereby granted permission for development and sale in respect of Fourth Property in accordance with the provisions of section 43 of Maharashtra (Bombay) Tenancy and Agricultural Lands Act, 1948 subject to the terms and conditions mentioned therein.

The Sub Divisional Officer, Thane has passed order-bearing no. TD/Te. 6/KUV/VIP/SR/480/2009 and thereby granted permission for development and sale in respect of Sixth Property in accordance with the provisions of section 43 of Maharashtra (Bombay) Tenancy and Agricultural Lands Act, 1948 subject to the terms and conditions mentioned therein.

Sub Divisional Officer, Thane has passed order-bearing no. TD/Te. 6/KUV/VIP/SR/141/2010 dated January 31, 2011 and thereby granted permission for development and sale in respect of Ninth Property in accordance with the provisions of section 43 of Maharashtra (Bombay) Tenancy and Agricultural Lands Act, 1948 subject to the terms and conditions mentioned therein.

The Sub Divisional Officer, Thane has passed order-bearing no. TD/Te. 6/KUV/VIP/SR/479/2009 and thereby granted permission for development and sale in respect of Tenth Property in accordance with the provisions of section 43 of Maharashtra (Bombay) Tenancy and Agricultural Lands Act, 1948 subject to the terms and conditions mentioned therein.

III. Development Permission and Commencement Certificate:

Thane Municipal Corporation has granted Development Permission/Commencement Certificate under VP No. 2004/36 TMC/TDD/1184 on June 25, 2004 and subsequently Thane Municipal Corporation granted revised permission and commencement certificates from time to time in the following manner:

Date	Certificate No.	Details of Permissions
September 06, 2004	V.P.No.2004/36/TMC/ TDD/2286	For proposed residential complex: Ground + First Floor only.
June 24, 2005	V.P.No.2004/36/TMC/ TDD/1234	For proposed residential complex: Ground + First Floor only.
June 07, 2010	V.P.No.2004/36/TMC/ TDD/147	<p>Building nos. S1, S2 and S3 consisting of stilt + 19th floors along with R.G. at podium level with parking below.</p> <p>Twin Bungalows viz. 16 Nos. of A1 Type, 12 Nos. of A2 Type and 10 Nos. of B1 Type,</p> <p>Single Bungalows viz. 2 Nos. of C1 Type consisting of Ground + 1st Floor.</p>
December 05, 2013	V.P.No.2004/36/TMC/ TDD/213	<p>Building nos. S1 and S2 consisting of stilt + 30th floors along with Club House on podium + Ground + 1st Floor.</p> <p>Twin Bungalows viz. A2 Type (81 & 82) consisting of Ground + 1st Floor,</p>

		<p>A3 Type (48, 49, 86 & 87) consisting of Ground + 4th Floor</p> <p>Single Bungalows viz. C1 Type (43 & 44) and C2 type (45) consisting of Ground + 1st Floor.</p>
October 09, 2014	V.P.No.2004/36/TMC/ TDD/142	Building nos. S3 and S4 consisting of stilt + 21 floors + 22 nd floor (part).
July 02, 2015	V.P.No.2004/36/TMC/ TDD/56	<p>Building nos. S1 & S2 consisting of stilt + 30th floors, building nos. S3 & S4 consisting of stilt + 18th floors + 19th Floor (part) along with Club House on podium + Ground + 1st Floor.</p> <p>Twin Bungalows viz. A2 Type (41 & 42) consisting of Ground + 1st Floor,</p> <p>A3 Type (46, 47, 48 & 49) consisting of Ground + 4th Floor</p> <p>Single Bungalows viz. C1 Type (43 & 44) and C2 type (45) consisting of Ground + 1st Floor.</p>
December 31, 2021	V.P. no. S06/0376/21 old (V.P.No.2004/36) /TMC/TDD/3840/21	<p>Building nos. S1 & S2 consisting of stilt + 30th floors, building nos. S3 & S4 consisting of stilt + 29 upper floors.</p> <p>Bungalows Type A1: 16 bungalows – Ground</p>

		+ 1 st floor Bungalows Type A2: 14 bungalows – Ground + 1 st floor Bungalows Type A3: 04 bungalows – Ground + 3 upper floor Bungalows Type B1: 10 bungalows – Ground + 1 st floor Bungalows Type C1: 4 bungalows – Ground + 1 st floor Bungalows Type C2: 1 bungalows – Ground + 1 st floor
June 23, 2022	V.P. no. S06/0376/21 old (V.P.No.2004/36) /TMC/TDD/4096/22	Building nos. S5 & S6 = Stilt + 1 st floor (P). Building no. S7 = Ground floor (commercial)

The copy of the last revised commencement certificate is annexed hereto as “**Annexure A**” and the last revised building plan is attached hereto as “**Annexure B**”.

P. BUILDING PLANS / LAYOUT PLANS:

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

Building / Wing Number	Present Sanction	Proposed Revision
S5	Stilt + 1 st floor (P).	Stilt + 4 level parking + 1 st floor amenity + 2 nd floor to 46 upper floors
S5	Stilt + 1 st floor (P).	Stilt + 4 level parking + 1 st floor amenity + 2 nd floor to 46 upper floors
S7	Ground floor (shopping)	Ground + 1 upper floor

The layout plan/building plan may also change due to any directions, conditions imposed by the concerned local authority/ies at any stage. The Purchasers hereby agree that, it shall not be necessary on the part of the Developers to seek consent of Purchaser(s) for making any changes in order to comply with such directions, conditions and changes. The building plans/layout plan of the Project as may be amended and approved from time to time shall supersede the presently sanctioned building plans.

Q. ARCHITECT AND RCC CONSULTANTS:

Developers have entered into a standard agreement with its Architect, viz. **M/s. Akruti Consultants** (hereinafter referred to as the “**Architect**”), who is registered with the Council of Architects. The Developers have also appointed

Associated Consultants (Mr. Vikas Gokhale) as structural engineer for the preparation of the structural design and drawings.

R. PREMISES DETAILS:

Purchaser(s) has/have applied to Developers for allotment of Flat/Shop/Office No. _____ admeasuring _____ square meters of carpet area (as defined under RERA) along with enclosed balcony admeasuring _____ square meters and attached open balcony for exclusive use admeasuring _____ square meters and _____ square meters cupboard area on the _____ floor (hereinafter referred to as the "**said Premises**") and more particularly described in **Schedule III** attached hereto) of the Building No. _____ in the Project "**PUSHPANJALI RESIDENCY PHASE III**", as shown in the floor plan thereof hereto annexed and marked as **Annexure "D"**, for the Sale Price of Rs. _____/- (Rupees _____ only) subject to charges as mentioned in the payment schedule. Relying upon the aforesaid application, Developers have agreed to allot and sell to Purchaser(s), the said Premises at the price and on the terms, conditions, covenants, stipulations and provisions hereinafter appearing.

S. CONVERSION OF PARTNERSHIP FIRM INTO PRIVATE LIMITED

COMPANY: The Developers had originally constituted themselves as partnership firm under the provisions of Indian Partnership act 1932. The Developers have reconstituted themselves as private limited company in

accordance with the provisions of Companies Act 2013 and accordingly the Registrar of companies has issued certificate of incorporation on _____.

The CIN of reconstituted entity is _____.

T. INSPECTION OF DOCUMENTS BY PURCHASER:

The Purchaser(s) demanded from the Developers and the Developers have given inspection to the Purchaser(s), of all the revenue record, sanctioned plans, development permissions and documents of title relating to the Said Property described in the Schedule I hereunder written, which entitles Developers to allot the said Premises constructed on the basis of plans, designs and specifications of the said new buildings prepared by the Architect and of such other documents as are specified under the Real Estate (Regulations and Development) Act, 2016 (RERA) and the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "MOFA") and the Rules made there under. The Purchaser(s) are satisfied with the title documents furnished by the Developers. Purchaser(s) has/ have apprised himself of the applicable laws, notifications and rules applicable to Said Property and understand/s all limitations and obligations in respect of it and there will be no further investigation or objection by Purchaser(s) in this regard.

U. TITLE CERTIFICATE:

Copies of the Certificate of Title dated 13/02/2023- issued by **Adv. Shankar R. Barud** being the Advocate of the Developers, and the relevant 7/12 extracts are annexed hereto and marked **Annexure "D" and "E"** respectively.

V. AUTHORITY TO SIGN:

Purchaser(s) has represented and warranted to Developers that Purchaser(s) has the power, competence and authority to enter into and perform this Agreement and has clearly understood his rights, duties, responsibilities and obligations under this Agreement. The Parties have agreed to the terms and conditions of this Agreement as set forth hereinafter.

W. REGISTRATION OF PROJECT:

MAHARERA has granted certificate of registration of Said Project bearing no. **P51700050376 on 05/04/2023.**

X. GOVERNING ACT:

The present transaction is governed under the provisions of Real Estate (Regulations and Development) Act, 2016 (RERA) and Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (MOFA) accordingly parties hereto are required to execute the present Agreement for Sale and register the same under the provisions of Registration Act, 1908.

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

ARTICLE 1

INTERPRETATION AND DEFINITIONS

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

ARTICLE 2

SALE

The Developers hereby agree to sell / convey / transfer the said Premises bearing Flat/Shop/Office No. _____ admeasuring _____ square meters of carpet area (as defined under RERA) along with enclosed balcony admeasuring _____ square meters and attached open balcony for exclusive use admeasuring _____ square meters and _____ square meters cupboard area on the ___ floor (the "Said Premises") out of the Said Building in the Project known as **“PUSHPANJALI RESIDENCY PHASE III”** in favour of Purchaser(s).

ARTICLE 3**PRICE AND PAYMENT TERMS****3.1 Sale Price:**

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

_____ only) (hereinafter referred to as the '**Sale Price**') along with payables, as per the payment schedule. The Purchaser(s) further

undertakes to pay consideration towards other payments as reflecting in the payment schedule payable extra as contained in the list of charges annexed hereto as **Annexure 'F'**, mentioned in the present Agreement.

3.2 PAYMENT SCHEDULE – AS PER ATTACHED ANNEXURE-1

The Purchaser(s) shall be required to pay applicable GST along with relevant installments. The amount of GST may vary from time to time as per the future revisions in the rate and rules.

Price as mentioned hereinabove is exclusive of any taxes, which may be leviable by any appropriate authorities would include (but not limited to), GST and any other tax, both present and future, as may be applicable from time to time, shall be separately charged and recovered from Purchaser(s). The Purchaser(s) shall be responsible for deduction of TDS for every installment paid and payable to the Developers as per the applicable rules and shall also be responsible for submission of TDS Certificate issued by the competent authority within a period of fifteen days from the payment of every concerned installment. In the event of failure on the part of Purchaser(s) to pay requisite TDS amount and to deposit the TDS Certificate within a period of 15 days from the payment of concerned installment, the Purchaser(s) shall be required to pay penalty of Rs. 50 per day for the period of delay in submission of Certificate. It is however clarified that in the event of consideration of the Said Premises does not exceed the threshold limit prescribed by applicable rules and regulations, the Purchaser shall not be required to deduct any TDS.

3.2 Amount received:

Purchaser(s) has/have paid sum of Rs. _____ as mentioned in **Annexure "G"** for purchase of the said Premises to Developers, the receipt whereof,

Developers do hereby acknowledge. The Purchaser(s) agree/s to pay the balance consideration of Rs. _____ as per the Payment Schedule mentioned hereinbefore.

3.3 Advance Maintenance, Development Charges etc:

The charges payable in connection with construction and development of the Said Property to the Government, Local Authority and charges payable for securing water connection, power connection and other civic amenities from the service providers shall be collectively referred as Development Charges and the same will be reimbursed by the Purchaser(s) to the Developers.

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

- (i) Rs. 600/- towards share money, application and entrance fee of the Corporate Body.
- (ii) Rs. _____/- towards advance maintenance charges of the premium and common areas for 1 year excluding Municipal Taxes, N.A. Taxes, assessments and other charges.
- (iii) Rs. 10,000/- towards Formation and Registration of the Corporate Body/Premises and Legal Charges in connection there with.

(iv) GST and other taxes and charges levied by Government and Local Authorities at actual.

The Developers shall utilize the amount so collected hereinabove for the purposes of meeting all deposits, costs, out of pocket costs, charges and expenses in connection with above stated activities. The Developers shall be entitled to appropriate the amounts collected under one head for meeting expenses under another head. The Purchaser shall not be entitled to raise grievance in respect of the same.

3.4 Development Charges:

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

(i) Rs. _____/- towards electric meter installation and security Deposit for the meter payable to MSEB and erection of transformer, cable laying etc., proportionate share of Development Charges and including premium payable to Local Authority, water Connection Charges and Deposit.

(ii) GST and other taxes and charges levied by Government and Local Authorities at actual & proportionate Title Insurance Premium to be paid at actual.

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

The amounts so collected by the Developers under the provisions of this agreement or otherwise howsoever shall not carry any interest. The Developers shall maintain a consolidated account of all the amounts so collected by them from all the Purchaser(s) of the residential units and other premises in the said Project and of all the amounts spent on expenses chargeable to them, and on transfer of the said Property with the new building constructed thereon to the Said Organization to be formed by the Purchaser(s) of premises in the building/s in the said Project, the said Developers shall render a consolidated account to Said Organization and pay over to them the excess, if any, of such collections or recover from them the deficit, if any therein. Rendering of such consolidated account to Said Organization and settlement of account with them shall discharge the Developers of their responsibility, to refund excess, if any, out of such collections to the individual Purchaser(s) of premises entitled to refund, and the different Purchaser(s) of premises shall make up and adjust their respective accounts between themselves, as members of Said Organization.

3.5 Failure/Delay in Payment:

i.

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

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

iii. Provided further that upon termination of this Agreement as aforesaid, the Developer shall refund to the Purchaser (subject to adjustment and recovery of agreed liquidated damages of 10% of total consideration which may be payable to Developer) within a period of Ninety days from the termination, the balance due consideration of the Premises which may till then have been paid by the Purchaser to the Developer.

3.6 Time is the Essence:

The timely payment of installments is the essence of this Agreement. Part payments will not be accepted after the due dates. It shall be incumbent on Purchaser(s) to comply with the terms of payment and the other terms and conditions of sale. If there is any delay or default in making payment of the installments on time by Purchaser(s), then Purchaser(s) shall, subject to the consequences as mentioned in Clause No. 3.5 of the present agreement, at the sole discretion of Developers, is/are liable to pay interest on the amount due as per the interest rate mentioned in Clause No. 3.5 (b) from the date on which the amount falls due, to the date of payment, both days inclusive. No payment will be accepted after due date without the payment of the applicable interest. All the payments made by Purchaser(s), shall be first adjusted towards the applicable taxes then towards the interest due, then towards other dues if any and then towards Sale Price along with taxes applicable.

3.7 Alteration in the Layout Plans and Design:

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

Purchaser within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to the Purchaser, the Developer shall demand an additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement. It is however clarified that, the carpet area shall be calculated on bare shell walls excluding the gypsum plaster and skirting.

- ii) The Purchaser authorizes the Developer to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Developer may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Developer to adjust his payments in any manner.
- iii) Provided that the Developers shall have to obtain prior consent in writing of the Purchasers in respect of variations or modifications which may adversely affect the Apartment of the Purchasers except any alteration or addition required by any Government authorities or due to change in law.

3.8 Mode of Payment:

All Demand Drafts/Pay Order/Cheques are to be made in favour of “**SPDPL Pushpanjali Residency Phase 3 (S5 – S7) Master Escrow Ac**”, payable at A/c no. **57500001164403** of the HDFC Bank, Suraj House, Manpada, Ghodbunder Road, Thane Branch. After registration of project with the Real Estate Regulatory Authority, the Purchaser shall be required to issue

cheques/DD/electronic transfer in the aforesaid Bank Account or any other substituted Master Collection Account to be specified by the Developers. If any of the cheques submitted by Purchaser(s) to Developers are dishonoured for any reasons, then Developers shall intimate Purchaser(s) of the dishonor of the cheque and Purchaser(s) would be required to tender a Demand Draft of the same amount to Developers within ten (10) days from the date of dispatch of such intimation by Developers and the same shall be accepted subject to 'Dishonor Charges' of Rs. 2,000/- (Rupees Two Thousand only) excluding GST for each dishonor. Taxes shall be paid extra, if applicable. In the event the said Demand Draft is not tendered within the stipulated time period mentioned herein, then the Agreement and Allotment would be deemed to have been cancelled at the sole discretion of Developers.

3.9 Payment of Costs:

- (a) All costs, charges and expenses payable on or in respect of this Agreement and on all other expenses incurred in execution of instruments and deeds in pursuant to this Agreement, including stamp duty and registration charges and pro-rata cost and expenses including stamp duty and registration of Deed of Assignment/Transfer/Lease Deed in favour of the Said Organization shall be borne by Purchaser(s). However, it shall be the obligation and responsibility of Developers to execute and register a Deed of Assignment in favour of the Said Organization at the cost and expenses of Purchaser(s), which shall be executed within the time as specified by Developers.

- (b) Further, if there is any additional levy, which becomes due after the date of the Agreement, rate or charge of any kind attributable to the said Property/ the said Premises as a consequence of Government, Statutory or any other order of the Local Government, Authority, the same if applicable, shall also be paid by Purchaser(s), on the pro rata basis.
- (c) All statutory charges, GST and other charges and levies as demanded or imposed by the Authorities shall be payable proportionately by Purchaser(s) from the date of booking/ Application as per demand raised by Developers.

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

3.11 The Total Price is escalation-free, save and except increases, which the Purchaser hereby agrees to pay, due to increase on account of development charges payable to the competent Authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Developers undertake and agree that while raising a demand on the

Purchaser for increase in the development charges, cost/charges imposed by the competent authorities, the Developers shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

3.12 FSI disclosure:

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

3.13 Minor alterations:

The Promoters shall have right to change plinth area, specifications, elevations and location of any building other than said building and the Purchaser shall not have any objection for change of building plan and floor plan other building and such change shall be minor alteration. The Promoters have proposed to construct building of specified floors, however, in the event of refusal by the TMC to grant permission for such additional floors, the Promoters shall be required to complete the Project as per maximum sanctioned floors.

ARTICLE 4

POSSESSION**4.1 Possession Time and Compensation:**

- (a) The site of the PROJECT may not have few of the infrastructural facilities in place as on the date of booking or at handing over of possession as the same is to be provided by the Government /nominated government agency. Since this is beyond the control and scope of Developers, therefore, Purchaser(s) shall not claim any compensation for delay/ non-provision of infrastructure facilities and /or consequent delay in handing over the possession of the said Premises in the Project.
- (b) The Developers shall endeavor to give possession of the said Premises to Purchaser(s) on or **before December 31, 2028**, and subject to force majeure circumstances and reasons beyond the control of Developers.
- (c) Developers on obtaining the Occupancy Certificate by the competent authorities shall hand over the said Premises to Purchaser(s) for occupation and use and subject to Purchaser(s) having complied with all the terms and conditions of this Agreement.
- (d) If there is delay in giving possession of the said Premises on the date mentioned herein (subject to Clause 4.1(b), then, Developers shall be entitled to reasonable extension of time of 12 [Twelve] months for giving possession. Thereafter Purchaser shall be entitled to either:

- i) Terminate the agreement and receive refund of consideration paid by the Purchaser(s) to the Developers excluding stamp duty, registration charges, GST and other taxes and charges within period of 6 months from the date of cancellation. Or
- ii) Claim for the compensation @ highest cost of marginal lending rate plus 2% per annum for the amounts paid towards the said Premises for the delay exceeding the moratorium period of 12 months. The adjustment of compensation shall be done at the time of delivery of possession of the said Premises and not earlier.

However, the compensation shall not be paid if the completion of the said Project in which the said Premises is to be situated is delayed on account of force majeure circumstances mentioned herein after.

- (e) In the event of Purchaser(s) failure to take over and/or occupy and use the said Premises allotted within the timeline as mentioned in the intimation in writing by Developers, then the same shall lie at his/ her/ their risk and cost and Purchaser(s) shall be liable to pay the maintenance charges after fifteen (15) days of intimation by Developers to take possession of the said Premises. The said maintenance charges shall be applicable irrespective of physical possession being taken over or not by the Purchaser(s).
- (f) It is clarified that Developers shall send its intimation regarding the handing over of the possession to Purchaser(s) by e-mail on the official e-mail ID of the Purchaser(s) or at his address as mentioned in the recitals hereinabove unless modified/altered by way of intimation to Developers regarding the change of

address duly sent by registered A.D. letter and/ or personal receipt of letter at the office of Developers mentioned herein. Purchaser(s) shall not be entitled for compensation if he has defaulted or breached any of the terms and conditions of these presents.

4.2 Force Majeure:

Purchaser(s) agrees that the sale and possession of the said Premises is subject to Force Majeure Conditions, which means any event or combination of events or circumstances beyond the control of a party which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/ or alternative measures, be prevented, or caused to be prevented, and which adversely affects Developers ability to perform obligations under this Agreement, which shall include but not limited to:

- war, civil commotion or act of God such as fire, drought, flood, earthquake, epidemics, natural disasters, calamities & pandemic like covid-19;
- any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- Non-availability of cement, steel or other construction material, labour, ban on mining, strikes of manufacturers, suppliers, transporters or other intermediaries.

For the purposes of this Clause a reasonable extension of time will, at the least, be equivalent to the aggregate of the period of the subsistence of an event or

events stipulated in this Clause and a 3 (three) month recommencement period.

4.3 Conditions precedent for Delivery of Possession:

- (a) Purchaser(s) shall before taking possession of the said Premises clear all the dues of Developers towards the said Premises.
- (b) Purchaser(s) hereby agree/s that they shall be responsible and liable to pay GST as may be applicable on transfer and sale of the said Premises by Developers to Purchaser(s). Purchaser(s) would also be liable to pay interest/ penalty/ loss incurred to Developers on account of Purchaser(s)' failure and/ or delay to pay GST and/or such other levies, statutory charges etc. within 7(seven) days of being called upon by Developers.
- (c) Purchaser(s) further agree/s that they shall be liable to pay any taxes, levies, statutory charges imposed by appropriate authorities applicable to transfer and sale of the said Premises with retrospective effect, and if any recovery proceedings in consequence thereof are initiated.
- (d) It is further agreed by Purchaser(s) that they shall before obtaining the possession of the said Premises, pay the requisite amount of GST if and any other tax (if applicable) or any other taxes and charges levied by statutory authorities by time to time to Developers, for construction/ sale of the said Premises.
- (e) Maintenance charges, deposits, electrical meter deposits/ connection charges, water and sewer connection charges, documentation/legal charges and any other charges/ deposits as may be applicable, shall be separately charged either by

Developers and the same shall be paid by Purchaser(s) within the timelines as may be requested by Developers from time to time.

- (f) Monies towards the taxes may be refunded as per the scheme applicable to Developers on the date of refund. Purchaser(s) do/does hereby agree to comply with all the laws of the land at all times, as may be applicable from time to time in respect of the said Premises. Purchaser(s) shall be liable to pay the maintenance charges, taxes, statutory levies as applicable to the said Premises from the date of possession.
- (g) Before receiving possession of the said Premises, the Purchaser(s) shall execute all writings and documents as may be reasonably required by the Developers including Declarations, Applications, Indemnities, Possession receipt, Electric Meters transfer forms and other documents necessary or expedient for formation and registration of the of the Co-operative Society or Condominium of Apartment.

4.4 DEFECT LIABILITY:

- i) If within a period of five years from the date of handing over the Apartment to the Purchaser, the Purchaser brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be

entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

- ii) The defect in the Said Premises as well as in the Said Building arising out of default on the part of the Purchaser shall be rectified by the concerned Purchaser.

ARTICLE 5

ALLOTMENT

5.1 Right of Developers:

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

5.2 Compliance of Rules, Regulations and By-laws:

- (a) Purchaser(s) shall observe all the rules, regulations and bye-laws applicable to the allotment of the said Premises and agree/s that it will be used only as per the regulations and designs concerning to the said Project as approved by Planning Authority.

- (b) The said Premises along with the said Project shall be subject to the provisions of MOFA, RERA or any statutory enactment or modifications thereof and Purchaser(s) agrees and confirms that the Purchaser(s) shall comply with the statutory obligations created there under and any such other enactment applicable governing the transfer of the said Premises.
- (c) The said Premises shall be used for the purpose for which it has been allotted and no obnoxious/unauthorized/illegal use will be carried out by the occupant in the said Premises/the said Project. Developers have full authority to enter the premises after giving 24 hour notice to ascertain and to take action individually or jointly in case Purchaser(s) or his/her/their nominee/occupant is /are found violating the terms and conditions laid down by Planning Authority, and to recover from Purchaser(s) as first charge upon the said Premises, the cost of doing all or any such act and thing, all cost incurred in connection therewith or in and any way relating there to, for putting the things correctly and in order.

ARTICLE 6

MAINTENANCE

6.1 Payment of Maintenance Charges:

- (a) The Purchaser(s), in respect of the said Premises, shall be liable to bear and pay from the date of the said Project being completed, his share of the outgoings, maintenance charges, property taxes, non-agricultural taxes, rates, taxes, cess, assessments, insurance premium, Parking maintenance charges, costs of painting

the said Project, costs, charges and expenses of cleaning and lighting the passages, landings, staircases and common areas, open spaces and other parts of the said Project, operation and maintenance and repairs of lifts, water pumps, lights, costs of water power and utility charges, equipment and other services, salaries of all staff including manager, chowkidars, sweepers liftmen, cost of management and maintenance of common areas, amenities and facilities of the said Project and such other expenses as are necessary or incidental for maintenance and upkeep of the said Project and other charges and levies of like nature, payable in respect of the said premises, the said Project, amenities, common areas, the Said Property and the said Project, to all government, semi-government local and public and/or private bodies and authorities, including the Corporation, the Government and the Developers.

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

6.2 Maintenance:

- (a) Purchaser(s) hereby give their irrevocable consent to become member of said Organization in accordance with the applicable Acts, Rules and bye laws and execute necessary documents as and when required. Purchaser(s) undertake/s to join the said Organization and to pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by Developers in its sole discretion for this purpose. The Purchaser(s) undertake/s to pay the

maintenance charges as raised by the Developers from the date of the Certificate for Occupation and use granted by the competent authority on pro-rata basis irrespective of whether Purchaser(s) is in occupation of the said Premises or not and work is still going on in adjacent tower/buildings and infrastructure facilities are not fully completed.

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

6.3 Right of entry in the said Premises:

After the possession, Purchaser(s) shall permit Developers and its employees with or without workmen and others at all reasonable times to enter into and upon the said Premises or any part thereof to view and examine the state and conditions thereof and to make good all defects, decays and repairs in this behalf and also for repairing of any part of the Project and for the purpose of repairing, maintaining, rebuilding, cleaning, structural strengthening, lighting and keeping in order all services, drains, pipes, cables, water courses, gutters, wires, parts, structures of other convenience in the Project and also for the purpose of laying, maintaining, repairing and restoring drainage and water pipes and electric

wires and cables and for similar purposes. In case Purchaser(s) has/have failed to effect repairs despite dispatch of notice of one week contemplated above and Developers are constrained to effect repairs at its cost, in that event such cost shall be recovered from Purchaser(s). However, in case of exigency situations like fire, short circuits, leakages on the floor above or below etc. Purchaser(s) authorize/s Developers to break opens the doors/windows of the said Premises and enter into the said Premises to prevent any further damage to the other Premises/Project.

6.4 Delay/Failure in payment of Maintenance charges:

Purchaser(s) agree/s and understand/s that, any delay in payment of maintenance charges beyond due date shall result in penalty at the rate of 18% per annum of the due maintenance amount.

6.5 Maintenance of Common Areas and Amenities of the Complex:

- (a) It is agreed between the Parties that the common areas and amenities designated to be common for the Said Project (Which shall be primarily restricted for the Allottees of the building S6 and S7) as defined shall be maintained by the Developers till completion of construction and development on the Said Project. After formation of Apex Body for the Said Complex, such Apex Body shall maintain common area and amenities as defined. The Apex body shall be solely responsible for maintaining parking spaces for the entire Complex and shall also be entitled to frame rules with respect to maintenance and use of allotted parking and visitors parking.

- (b) All the Parking spaces in the Said Complex irrespective of their location shall be exclusively maintained and administrated by the Complex and individual Societies shall not be entitled to claim any rights in the administration and regulation of Parking Spaces, whether or not such parking spaces forms part of building for which the concerned society shall be formed.
- (c) The cost of maintenance of common areas and amenities shall be equally shared by all the allottees of the occupied and ready for occupation residential units in the Said Project. The Developers shall continue to carry out maintenance of the common areas and amenities of the complex restricted only for the residential users till the completion of construction and development on the Said Project and official handover of maintenance activities of common areas and amenities to the concerned societies/organization or apex body thereof.

6.6 Internal Maintenance:

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

6.7 Maintenance Accounts:

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

6.8 Sub-Letting of the Said Premises:

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

6.9 Restriction on use of common areas and amenities for the Allottees of the Building S5 & S6:

The Allottees of the Building S5 & S6 shall not be entitled to use external amenities to be developed for the Phase III of the Complex (S1, S2, S3 and S4) like club house, swimming pool, etc. Likewise, Allotees of units forming part of Building no. S1, S2, S3 and S4 shall not be entitled to use external amenities to be developed in the buildings S5 & S6 forming part of Phase III of the Complex such as indoor games, club house, jogging track, children play area and gym.

6.10 Restriction on use of common areas and amenities for the Allottees of the Building S7:

The Allottees of the Building S7 shall not be entitled to use external amenities enlisted in and therefore they will not be responsible for the payment of club house and swimming pool maintenance charges or membership charges for the clubhouse.

ARTICLE 7**RIGHTS AND OBLIGATIONS OF PURCHASER(S)****7.1 Compliance of Laws:**

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

7.2 Foreign Exchange Management Act (FEMA):

- (a) If Purchaser(s), is the resident outside India or having Non-Resident Indian (NRI) status, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act (FEMA), Reserve Bank of India (RBI) Act and Rules/Guidelines made/ issued there under and all other applicable laws including that of remittance of payments,

acquisition/sale, transfer of immovable properties in India. Purchaser(s) shall also furnish the required declaration to the Developers in the prescribed format, if necessary. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority/ Developers, the amount paid towards Sale Price will be refunded by Developers as per rules without any interest and the allotment cancelled forthwith and Developers will not be liable in any manner on such account. All refunds to Non-Resident Indians (NRI) and Persons of Indian Origin (PIO), if any, shall, however, be made in Indian Rupees and Purchaser(s) alone shall be liable to get all the necessary permission for getting the refund of the amount paid towards the Sale Price as mentioned above from the concerned authorities, after deducting earnest money.

- (b) In case of foreign remittance, the net amount credited to bank shall be taken as amount received and necessary bank charges shall be borne by Purchaser(s).

7.3 Loans etc.:

Purchaser(s) may obtain finance from any financial institution/bank or any other source for purchase of the said Premises at their cost and responsibility. Purchaser(s)' obligation to purchase the said Premises pursuant to this Agreement shall not be contingent on Purchaser(s)' ability or competencies to obtain such financing and Purchaser(s) will always abide and fulfill the terms of the present agreement. Developers shall not be responsible in any manner whatsoever if any bank/financial institution refuses to finance the said Premises

on any ground or revokes the loan already granted. Further, if any bank/financial institution refuses/makes delay in granting financial assistance and/or disbursement of loan on any ground(s), then Purchaser(s) shall not make such refusal/delay an excuse for non-payment of any Installments/dues to Developers within stipulated time as per the Payment Schedule.

7.4 Putting up Sign Board:

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

7.5 Hazardous Chemicals / Material etc.:

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

7.6 Commitment:

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

7.7 Inspection:

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

7.8 Transfer:

- (a) The Purchaser shall not be entitled to transfer or assign the said Premises without prior written permission of the Developers till the the Organization is duly formed. Any such transfer shall be null and void and the Developers shall under such circumstances, at their sole discretion entitled to terminate the present agreement. Transfer of booking may be permitted only by prior written

confirmation /approval by Developers, on such terms and conditions and guidelines as it may deem fit by Developers, subject to clearing all the sums due and payable under the present agreement. However, Purchaser(s) agree/s and undertake/s to execute/ register the deed, document, agreement or writing as may be requested by Developers to record the transfer as mentioned hereinabove.

- (b) Stamp duty or other charges as may be applicable on any transfer/addition shall be paid by the transferor/transferee. Purchaser(s) shall indemnify and keep indemnified Developers against any action, loss, damage or claim arising against Developers for non-payment of such stamp duty and requisite charges.
- (c) The transfer shall be allowed only subject to clearing all the sums that shall be due and payable to Developers on the date of submission of the request application. Purchaser(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations/transfer.

7.9 Modification in Terms of this Agreement:

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

7.10 Installation of Air Conditioners:

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

7.11 Installation of Window Antenna:

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

7.12 Uses as Per Sanctioned Building Plans:

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

7.13 Applicability of Provisions:

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

7.14 Mischief:

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

ARTICLE 8**RIGHTS AND OBLIGATIONS OF DEVELOPERS****8.1 Formation of Co-operative Society and Apex Body:**

The Developers may form and register Developers or Co-Operative Housing Society/condominium of apartment of the Purchaser(s) of the Premises in the building S5, S6 and S7 constructed on the Said Property within period of 3 months as soon as the majority of the units in the Said Project have been booked by the Allottees. Where the Co-operative Housing Society is to be formed, the Developer shall submit the application in that behalf to the Registrar for registration of a Co-operative Housing Society under the Maharashtra Co-operative Housing Societies Act, 1960 or company or any other legal entity, within period of three months /from the date or which fifty-one per cent of the total number of allottees in such a building or a wing have booked their apartment.

8.2 Right of Way:

The Developers shall have full and unfettered right to grant to any of such society/ies and/or to the occupants of any other building/s standing on any plot/s

adjacent to and/or in the vicinity of the Said Property, Right of Way inter alia on the Said Property and/or any part thereof even after formation of Said Organization as is hereby envisaged and/or after execution of a conveyance of the Said Property and/or any part thereof as is hereby envisaged and the Purchaser(s) either individually or collectively as a member of any Said Organization shall not object to any such arrangement on any ground whatsoever.

8.3 Formation of Apex Body of Said Organization:

The Developers shall form Apex Body of Said Organization to be formed and registered for the buildings/bungalows in the said Project. The said Apex Body shall be registered after the said Project shall have been fully developed and individual societies are promoted. The Purchaser(s) shall become a member of the said individual Society. All individual societies shall become member of Apex Body, which is to be formed solely for the purpose of the administration management and maintenance of the Said Property. No objection shall be given by the Purchaser/s if any changes or modifications are made in the draft bye-laws or the Memorandum or Articles of Association as may be required by the Registrar of Co-Operative Societies or any other competent authority.

8.4 Rules, Regulations and Bye-Laws of Said Organization and Apex Body:

The Apex Body shall be entitled to frame such rules, regulations and bye-laws for the effective maintenance and management of the infrastructure and services

as the governing body for the time being of such an Apex Body may deem fit and proper and the same shall be binding and shall have full effect and full force against the societies formed of the Purchaser(s) of buildings constructed on the Said Property including its members and others as aforesaid. Any contravention/violation of the said rules, regulations or bye-laws as framed by the Apex Body by the Societies/Associations or their members or others shall be liable to such action as stated in the said rules, regulations and bye-laws or as the Apex Body may determine from time to time. The Apex Body shall be constituted under the guidelines to be framed by the Developers and the Apex Body shall maintain, govern and administer the infrastructure of the property on the basis of such guidelines. The Apex Body shall unconditionally accept and adopt such guidelines as framed by the Developers. The Purchaser(s) hereby agrees, confirms and undertakes to pay such monthly charges as may be determined by the Apex Body from time to time for the maintenance, upkeep, repairs and replacements and/or renovation of such infrastructure facilities as mentioned hereinabove. The Purchaser(s) has/have entered into this Agreement after having understood the above arrangement and the Purchaser(s) shall not be permitted to question or in any way dispute the said arrangement as stated hereinabove or with regard to the constitution and formation of the Apex Body and the said arrangement shall be final and binding on the Purchaser(s). The Purchaser(s) has/have hereby agreed to abide by the terms as laid down by the Developers and the Purchaser(s) shall has/have no right to question and dispute the decision of the Developers in regard to their powers and the authority for

maintaining and managing the said infrastructure facilities. In the event the Purchaser(s) fail to abide by the terms and conditions as laid down by the Developers, the same shall be deemed as a breach of the terms of this agreement and thereupon the Developers shall have the right to avail of the remedies under the law and as per the terms of this Agreement. The cost for formation of the Apex Society will be collected and paid to the Developers in advance from each of the societies of the respective individual building/s and in the event of the said Society not being promoted as envisaged then the respective Purchaser(s) hereby agrees to contribute for promotion of the said Apex Society as may be demanded by the Developers. In the event of formation of Apex Body before completion of construction and development of said Project, the Developers shall be entitled to representation in the proportion of on-going construction and balance development potential.

8.5 Conveyance:

The Said Property along with the said Buildings and said Bungalows shall be conveyed or caused to be conveyed in favor of Apex Body thereof registered for the said Project within period of 3 months from the receipt of occupancy certificate granted for the last building in the layout by the Thane Municipal Corporation. Until such Conveyance is executed, the right of the Purchaser(s) shall be confined only to the respective premises and the Purchaser(s) and/or the Said Organization to be formed for the purpose of the said Building and said Bungalows shall have no right on any portion of the Said Property. The

conferment of right shall take place only in respect of the Said Property and the said Building/said Bungalows in favor of the Said Organization or Apex Body on the execution of the Conveyance or perpetual lease in its favor as aforesaid. The Developers may grant conveyance of structure of Said Building and other adjacent buildings and said bungalows and land beneath the plinth in favour of Said Organization or the respective Societies/Companies.

8.6 Raising of funds:

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

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

- (b) Developers specifically reserves the right to offer and to create charge on Project (except the said Premises) for obtaining development, construction and other finance from credit/financial institution, bank or other person/body that has already or may hereafter advance credit, finance or loans to Developers and Purchaser(s) shall give his/her/ their/its consent and permission to Developers for

doing the same. Purchaser(s) whenever asked in support of by Developers in this regard shall give and grant to Developers, his/her/their/its specific, full, free and unqualified consent and permission for doing the same,

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

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

8.8 Others:

- a) In case during the course of construction and/or after the completion of the Project, further construction on any portion of vacant land or building or terrace becomes possible, Developers shall have the exclusive right to take up or complete such further construction. In such a situation, the proportionate share of Purchaser(s) in Said Property and/or in the Common Areas and facilities shall stand varied accordingly. The Developers also intend to identify certain portion of top floor/terrace as open Cafeteria and same can be sold to intending Purchaser for the specific purpose. The Purchaser(s) has no objection and they have given their consent to such construction by Developers.

- b) In the event of paucity or non-availability of any material Developers may use alternative materials/ article but of similar good quality. Decision of Developers on such changes shall be final.
- c) The Developers shall be entitled to allot any portion of the Said Property or portion of common area or amenities to the utility supplier for the purpose of setting up electric transformer, communication or data antenna, or for any other utility services.

8.9 Part Occupancy Certificate:

The Developers shall be at liberty and entitled to complete any part/portion/floor of the said Project and apply for and obtain part occupancy certificate thereof and give possession thereof to the Purchaser(s) of the said Premises therein and the Purchaser(s) herein shall not object to the same. In such event, however, if the Purchaser(s) take/s possession of his premises in such part completed portion of the Project and the remaining work is carried on by the Developers or their agent with the Purchaser(s) occupying his premises, the Purchaser(s) shall not obstruct or object to the execution of such work, even if the same shall cause any nuisance or annoyance to him or other occupants of the said Premises.

8.10 Rights to Common Area and Amenities:

The Purchaser(s) shall have no claim save and except to the said Premises hereby agreed to be purchased by him/her/them and all other portion of the said

buildings shall remain the property of the Developers until transfer thereof to the apex society or other association of the separate societies of the Purchaser(s) of all the premises or the sale of the last premises by the Developers whichever is later. The Purchaser(s) shall have no claim upon the open spaces, lobbies, terrace, garden area of the property to such society of the Purchaser(s) of all the premises or the sale of the last premises by the Developers whichever is later and thereafter to such society.

ARTICLE 9

USES

9.1 Alteration / Demolition / Destruction of Structure:

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

- (b) Purchaser(s) shall keep the portion, sewers, drains and pipes in the said Premises and appurtenances thereto in good and tenantable condition, and in particular, so as to support, shelter and protect the other parts of the said Project in which the said Premises is situated, and shall not chisel or in any other manner cause any damage to the columns, beams, walls, slabs or RCC parts or other structural changes in the said Premises, without the prior written permission of the Developers (after conveyance of the Said Property in favour of the Said organization) and wherever necessary, without the prior written permission of the concerned government, local and public bodies and authorities; and licensed structural engineer in case of modifications/alterations to structural members.
- (c) No request for modification or change in the exterior facades and no internal structural changes of the said Premises will be permitted. No reimbursement or deduction in the value of the said Premises shall be considered by Developers, in case Purchaser(s) desire/s (with prior written approval/consent of Developers) to do some works /install some different fittings/floorings etc. on their own within the said Premises and request Developers not to do such work/install fittings/floorings etc. within the said Premises.

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

Purchaser(s) shall not use the said Premises in the manner, so as to cause blockade or hindrance to common passages, veranda or terraces. No common parts of the said Project will be used by Purchaser(s) for keeping/Chaining

Pets/Animals, Birds or storage of cycles, motorcycles, waste/refuse, Shoe rack; nor the common passages shall be blocked in any manner.

9.3 Nuisance:

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

9.4 Possession of Common Areas:

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

ARTICLE 10

INDEMNITY

10.1 Special, Consequential or Indirect Loss:

Purchaser(s) acknowledges that Developers shall not be liable to Purchaser(s) for any special, consequential or indirect loss arising out of this Agreement.

Purchaser(s) further indemnifies Developers of any damage caused to the said Premises/the said Project, while performing the alteration by him/her/them or his deputed personnel.

10.2 Abidance by Terms and Conditions:

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

10.3 Furniture and Interior Decoration:

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

strictly in consonance with the plans approved by the Developers, the purchaser shall be entitled to receive refund of security deposit. After formation of the Said Organization, the Purchaser shall be required to obtain previous permission for furniture activities from the Said Organization. The Purchaser shall be required to pay reimbursement of expenses incurred by the Developers or Said Organization, as case may be, for rectifying the unauthorized construction/alterations, damage to the structure, other defects arising out of negligence or poor workmanship.

10.4 Further Covenants:

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

ARTICLE 11

INSPECTION

After handing over possession of the said premises by the Developers in favour of the Purchaser(s), Developers or its Authorized Representative shall have the

right from time to time during the business hours and otherwise on any working day or on a holiday, with prior notice in writing to Purchaser(s), to enter upon the said Premises for the purpose of inspecting the services in the said Premises and for carrying out maintenance work in the said Premises.

ARTICLE 12

AGREEMENT FOR SALE

12.1 Stamp Duty and Registration Charges:

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

12.2 Prior Permission:

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

ARTICLE 13

NOTICE

13.1 No Obligation:

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

13.2 Communication Address:

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

13.3 Communication Mode:

Developers will communicate with Purchaser(s) mainly through official e-mail address. Purchaser(s) may communicate with Developers using officially notified e-mail id. All Notices/ Letters of communication to be served on Purchaser(s) as contemplated by this Agreement shall be deemed to have been duly served, if sent to Purchaser(s) or to the Second Purchaser in case of more than one Purchaser at the postal address or official e-mail address given by Purchaser(s). However, any change in the address of Purchaser(s) shall be communicated to Developers through registered post within 7 (Seven) days of such change. In case there are joint Purchasers all communication shall be sent by Developers to Purchaser(s) whose name appears first, at the postal address/official e-mail address given by him for mailing and which shall for all purpose be considered

as served to all Purchaser(s) and no separate communication shall be necessary to the other named Purchaser.

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

THE SCHEDULE I ABOVE REFERRED TO

(Said Entire Property)

ALL THOSE pieces or parcels of land bearing 1) Survey No. 99/2 (old 64/2) admeasuring 5720 square meters, 2) Survey No. 101/3 (old 63/3) admeasuring 3490 square meters, 3) Survey No. 99/4B (old 64/4B) admeasuring 2690 square meters, 4) Survey No. 97/1 (old 67/1) admeasuring 4200 square meters,, 5) Survey No. 98/1A (old 131(p)) admeasuring 2460 square meters, 6) Survey No. 58/1 (old 66/1) admeasuring 1090 square meters, 7) Survey No. 98/1B (old 131(p)) admeasuring 2700 square meters, 8) Survey No. 99/6 (old 64/6) admeasuring 1540 square meters, 9) Survey No. 59/1A (old 65/1A) admeasuring 600 square meters, 10) Survey No. 58/5A (old 66/5A) admeasuring 130 square meters, 11) Survey No. 99/4A (old 64/4A) admeasuring 1010 square meters,12) Survey No. 59/2 (old 65/2) admeasuring 400 square meters,13) Survey No. 97/3/3 (old 67/3/3) admeasuring 1770 square meters and 14) Survey No. 99/3 (old 64/3) admeasuring 4650 square meters, admeasuring in aggregate 32450 square meters, lying, being and situate at Village Owale, Tal. & Dist. Thane, within the registration district Thane and within the limits of Thane Municipal Corporation and bounded as per village map.

THE SCHEDULE II ABOVE REFERRED TO**(Said Property)**

Area of the Said Entire Property as per TILR is 32,299.57 square meters, out of which the 1) area admeasuring 591.95 square meters is not in possession, 2) the area admeasuring 70 square meters is a deduction for difference in area in P.O.A., 3) the area of Sub Plot B is 420.78 square meters, 4) the area under 30 meters wide D.P. Road is 2038.43 square meters and 5) the area deducted for amenity plot is 1481.30 square meters. The balance area out of the Said Entire Property admeasuring 27,767.54 square meters is available for construction and development and referred to as the Said Property.

THE SCHEDULE III ABOVE REFERRED TO**(Said Premises)**

Flat/Shop/Office No. _____ admeasuring _____ square meters of carpet area (as defined under RERA) along with enclosed balcony admeasuring ____ square meters and attached open balcony for exclusive use admeasuring ____ square meters and ____ square meters cupboard area on the ___ floor of the Building No. ___ in the Project known as **“PUSHPANJALI RESIDENCY PHASE III”**.

SIGNED AND DELIVERED by the _____)

by the within named **‘DEVELOPERS’** _____)

SHRIRAAM PIONEER DEVELOPERS PVT. LTD.,

(Erstwhile M/s. Ram Developers))

Through its Directors and authorized)

Signatories)

1) MR. MOHAN B. SHINDE)

2) MR. MUKESH MADHAV MALVE)

SIGNED AND DELIVERED by the)

Within named **“the Purchaser/s”**)

_____)

_____)

In the presence of

1.

2.

Housiey.com

Receipt

Received the day and year first hereinabove written of and from the within named Purchaser(s) a sum of Rs. _____/- (Rupees _____) only by Cheque No./Demand Draft No./RTGS No./ _____ as stated hereinabove being the part payment of the purchase price and/or consideration to be paid by him/her/them to us.

_____/-

WE SAY RECEIVED

SHRIRAAM PIONEER DEVELOPERS PVT. LTD.,

(Erstwhile M/s. Ram Developers)

Through its Directors and Authorized Signatories

MR. MOHAN B. SHINDE

MR. MUKESH MADHAV MALVE

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ANNEXURE-1
Payment Schedule

Sr. No.	Details	%
1	Within one month from Booking.	10.00%
2	On execution & registration of the present agreement	20.00%
3	On Completion of Plinth	10.00%
4	On Completion of 1st slab	2.50%
5	On Completion of 4th slab	2.50%
6	On Completion of 7th slab	2.50%

7	On Completion of 10th slab	2.50%
8	On Completion of 13th slab	2.50%
9	On Completion of 16th slab	2.50%
10	On Completion of 19th slab	2.50%
11	On Completion of 22rd slab	2.50%
12	On Completion of 25th slab	2.50%
13	On Completion of 28th slab	2.50%
14	On Completion of 31st slab	2.50%
15	On Completion of 34th slab	2.50%
16	On Completion of 37th slab	2.50%
17	On Completion of 40th slab	2.50%
18	On Completion of 43rd slab	2.50%
19	On Completion of 46th slab	2.50%
20	On Completion of 49th slab	2.50%
21	On Completion of 51th slab	2.50%
22	On Completion of Block work	4.00%
23	On Completion of internal plaster / gypsum finish work	3.00%
24	On Completion of flooring work,	3.00%
25	On Completion of Painting work,	3.00%
26	On possession	2.00%
	TOTAL	100.00%

Notes:-

1. Prices are subject to Revision at the Sole Descertion of the Company.
2. GST & Other Statutory Duties as applicable taxes if any will be borne by the purchaser.
3. All comon facilities & amenities would be completed in

phase manner.

4. Maharera Registration No. P51700050376

5. Adv Maintainance and Society Charges has to be paid after
at the time of Possesion

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