

**AGREEMENT FOR SALE**

THIS AGREEMENT FOR SALE is made at the Place and Date stated in **Part 1** of the **Annexure I** annexed hereto.

**BETWEEN**

**M/s Neelshilp Constructions Private Limited** (PAN:AAECP2515N) a Company Incorporated under Companies Act, 1956 having its registered office at 'Puranik one, Kanchan Pushp, Kavesar, Ghodbunder Road, Thane (West) 400615; Email id \_\_\_\_\_ hereinafter referred to as "PROMOTER" (which expression shall unless it be repugnant to the context or meaning thereof mean and be deemed to include its Successor and Assign) the Party of the **ONE PART; AND**

Allottee whose name, address and all particulars are described in the **Part 2 of the Annexure I annexed hereto as Party of the OTHER PART**

**WHEREAS**

- A. The Promoter is developing a project known as **Elyra By Puraniks** on a piece & parcel of land bearing Old Survey No. 52 New Survey No. 63 Hissa No. 1 admeasuring area 1390 sq. meters (**First Property**) and Old Survey No. 52 New Survey No. 63 Hissa No. 2/B admeasuring area 250 sq. meters (**Second Property**) both lying being and situate at Village Mogharpada, Taluka & District Thane.
- B. The Promoter has acquired the said property in the following manner
  - i. **First Property**
    - a. The said First Property was originally admeasured 1640 sq.mtr out of which 250 sq.mtr has been transferred to Thane Municipal Corporation (**TMC**) as explained hereinafter, therefore it admeasures 1390 sq.mtr
    - b. The said First Property was owned by Ratanashi Premji Charitable Trust and was in the occupation of Vitthal Mahadu. As per Tenancy Order No. TNC 8113 dated 14/1/1956, the name of Vithu Mahadu was recorded as a simple tenant for the said First Property. The said order is recorded in the Mutation Entry No. 591 dated 8/8/1956.
    - c. Then Maharashtra Tenancy and Agricultural Act 1948 now Bombay Tenancy and Agricultural Lands 1948(**BTAL Act**) was amended and Chapter III was added to the BTAL in 1957 and person in possession of the Agricultural Land as Tenant was

entitled to purchase the said land in the manner as laid down under the said BTAL. Pursuant to an application by Vitthal Mahadu Shinge for the purchase of the said First Property, the Additional Tahsildar and Agricultural Lands Tribunal, determined the purchase price of the said First Property under section 32 G of the BTAL Act vide order no. IPL-I-VII/7 dated 24/1/1963 in the name of Vitthal Mahadu Shinge and his name was recorded in the owner's column, and the name of the Original owner i.e Ratanashi Premji Charitable Trust was recorded in other rights column as a charge of the owner for purchase price by Mutation Entry No. 1481 dated 25/10/1975.

- d. On payment of Rs. 227/- the Purchase price as determined under section 32G of BTAL Act, the Additional Tahsildar and Agricultural Lands Tribunal issued the Purchase Certificate under section 32 M of BTAL vide Certificate No. 1693 dated 23/9/1974, to Vitthal Mahadu Shinge . The said Certificate of Purchase is registered with Sub-Registrar of Assurance Thane at Sr. No. \_\_\_ and it is also recorded in the revenue record by Mutation Entry No. 1567 dated 15/10/1965.
- e. The said Vitthal Mahadu Shinge died around year 1986 leaving behind him his sole legal heir, his wife Padibai Vitthal Shinge as per Hindu Succession Act, 1957 by which he was governed at the time of his death. The name of the legal heir was recorded in the record of rights by Mutation Entry No. 1918 dated 27/9/1987.
- f. The said Padibai Vitthal Shinge, by Development Agreement dated 6/7/1994, granted the development right of said First property to Babanrao Jayram Borhade Director of M/s Vighnagar Estates & Investments Pvt. Ltd for consideration and terms and conditions as stated in the said Development Agreement. The said Development Agreement is duly executed and registered with the Sub Registrar of Assurances Thane at No 2917/1994.
- g. Thereafter said Babanrao Jayram Borhade, Director of M/s Vighnagar Estates & Investments Pvt. Ltd, by Sub-Development Agreement dated 31/12/2002(**Development Agreement**), interalia, alongwith other property, granted the development right of said First property to M/s Puranik Builders Private Limited(**Puranik Builders**) for consideration and terms and conditions as stated in the said Sub-Development Agreement. The said Sub-Development Agreement is duly registered with the Sub Registrar of Assurances Thane vide Sr. No. 825/2003 dated 6/2/2003.

- h. Thereafter, Padibai Vitthal Shinge and Manjula Pundalik Shinge by Confirmation Deed dated 14/3/2006 confirmed the Sub-Development Agreement dated 31/12/2002 and also granted the development right to the Developer. The said Confirmation Deed is duly registered with Sub Registrar of Assurances, Thane vide Reg. No. 1688/2006.
- i. By further Confirmation Deed dated 7/3/2007 Padibai Vitthal Shinge, Manjula Pundalik Shinge, Thakibai Maruti Patil, Nandkumar Maruti Patil, Ganesh Maruti Patil, Ravindra Maruti Patil, Prakash Maruti Patil, Vikas Maruti Patil, Jagdish Maruti Patil, Rama Dhiraji Patil, Kalpana Damodar Raut, Dwarka Harishchandra Patil, Lilavati Ananta Mali and Kavita Mahendra Mukadam, confirmed the Development Agreement dated 31/12/2002 and also the development right of Puranik Builders. The said Confirmation Deed is duly registered in the office of the Sub-Registrar of Assurance on 13/6/2008 at Sr. No. 4889/2008.
- j. Since the land was purchased under BTAL Act, it could not be transferred without the sanction of the Collector, pursuant to an application for permission to transfer, the Sub Divisional Officer, Thane has passed an order vide no. TD/T-6/KV/VP/SR-136/07 dated 31/8/2007 has granted permission u/s 43 to develop the said property. The said permission is recorded in the revenue record by Mutation Entry No. 221 dated 1/9/2007.
- k. In the meantime, Padibai Vitthal Shinge executed the Will dated 28/11/2007 for the said property. The said Will is duly registered with Sub Registrar of Assurances, Thane vide Reg. No. 8778/2007.
- l. During the registration of the Confirmation Deed dated 13/6/2008, the photo and signature of Shri. Ravindra Maruti Patil and Prakash Maruti Patil, were wrongly pasted and signed, therefore, by Deed of Declaration dated 13/6/2008 Shri. Ravindra Maruti Patil and Prakash Maruti Patil declared the rectification of the same. The said Deed of Declaration is duly registered at Sub Registrar of Assurances, Thane vide Reg. No. 4898/2008.
- m. Padibai Vitthal Shinge died on 1/4/2016, leaving behind her registered will dated 29/5/2013 vide sr. no. 4447/2013. After death of Padibai Vitthal Shinge, the name of his daughter-in-law Manjula Pundalik Shinge is recorded as a legal heir by Mutation Entry No. 732 dated 27/2/2017.
- n. By Conveyance Deed dated 19/11/2024, The Manjula Pundalik Shinge conveyed and transferred the said First Property to Puranik Construction Pvt. Ltd (Puranik Construction). The Puranik

Builders, Thakibai Maruti Patil, Nandkumar Maruti Patil, Ganesh Maruti Patil, Ravindra Maruti Patil, Prakash Maruti Patil, Vikas Maruti Patil, Jagdish Maruti Patil, Rama Dhiraji Patil, Kalpana Damodar Raut, Dwarka Harishchandra Patil, Leelavati Ananta Mali and Kavita Mahendra Mukadam, joined the said Conveyance Deed and confirmed the Conveyance of the said property to Puranik Construction The said Conveyance Deed is registered with Sub Registrar of Assurance, Thane vide Sr. No. TNN-9/22140/2024. The effect of said Conveyance Deed is recorded in the record of rights by Mutation Entry No. 1076 dated 13/12/2024.

- o. The name of Puranik Construction Pvt. Ltd was changed to Neelshilp Constructions Pvt. Ltd and the Registrar of Companies has approved the change of name and has granted a Certificate of Registration on **18/12/2024** The effect of said change in the name recorded in the record of rights by Mutation Entry No. 1124 dated 25/6/2025.
- p. By Two Exchange Deed, both dated 12/2/2025 between Puranik Construction Pvt. Ltd and Thane Municipal Corporation(TMC) duly registered with the Sub Registrar of Assurance Thane, vide Sr. No. TNN-9/3124/2025 and TNN9-/3125/2025 respectively and Indenture for Transfer dated 30/4/2025 between Puranik Construction Pvt and Thane Municipal Corporation, registered with Sub Registrar of Assurance, Thane vide Sr. No. TNN-9/9363/2025. The 250 sq.mtr out of 1640 sq.mtr was transferred to Thane Municipal Corporation(TMC) and TMC has transferred an area admeasuring 250 sq. meters of Old Survey No. 52 New Survey No. 63 Hissa No. 2/B (Second Property) to Promoter.

**ii. SECOND PROPERTY**

- a. The Promoter is entitled to an area 250 sq. mtrs., Old Survey No. 52 New Survey No. 63 Hissa No. 2/B admeasuring area 250 sq. meters(**Second Property**) out of original area admeasuring Old Survey No. 52 New Survey No. 63 Hissa No. 2 admeasuring 1820(herein referred as **Original Second Property**) lying being and situate at Village Mogharpada, Taluka & District Thane
- b. Sukur Budhya was entitled to said Original Second Property admeasuring 1820 sq.mtrs.He died on or before year 1925, leaving behind his legal heirs, son Bama Sukur as recorded in the record of rights by Mutation Entry No. 169 dated 1/10/1929.
- c. By Conveyance Deed dated 18/4/1941, Bama Sukur for himself and natural guardian of Krushna, Narayan and Motiram conveyed

and transferred the said Original Second property to Bhaskar Narayan Patil for consideration of Rs. 145/-. The said Conveyance Deed is recorded in the record of rights by Mutation Entry No. 336 dated 17/6/1941.

- d. By Conveyance Deed dated 17/2/1945, Bhaskar Narayan Patil conveyed and transferred the said Original Second property to Bama Sukur Mukadam for consideration of Rs. 100/-. The said Conveyance Deed is recorded in the record of rights by Mutation Entry No. 392 dated 18/4/1945.
- e. By Conveyance Deed dated 18/2/1954, 1. Bama Mukund Mukadam for himself and natural guardian of his son Narayan, 2. Krushna Bama Mukadam and 3. Motiram Bama Mukadam conveyed and transferred the said entire property to Ramchandra Shankar Patil for consideration of Rs. 300/-. The effect of said conveyance deed is recorded in the record of rights by Mutation Entry No. 511 dated 9/12/1954.
- f. By Conveyance Deed dated 20/6/1955, Ramchandra Shankar Patil conveyed and transferred the said entire property to Krushna Bama Mukadam for consideration of Rs. 200/-. The effect of said conveyance deed recorded in the record of rights by Mutation Entry No. 542 dated 10/7/1955.
- g. Krushna Bama Mukadam died on 25/2/1980 leaving behind his legal heirs 1) Mankibai Krushna Mukadam (Wife), 2) Dinkar Krushna Mukadam (Son), 3) Bhaskar Krushna Mukadam (Son), 4) Rushikesh Krushna Mukadam (Son), 5) Ganesh Krushna Mukadam (Son), 6) Vishnu Krushna Mukadam (Son), 7) Rajesh Krushna Mukadam (Son), 8) Machindra Krushna Mukadam (Son), 9) Prema Kailash Patil (Daughter) as per Hindu Succession Act 1956 by which he was governed at the time of his death. The name of legal heirs recorded in the record of rights by Mutation Entry No. 12 dated 1/10/1997.
- h. Dinkar Kruhna Mukadam died on 29/10/2008 leaving behind his legal heirs 1) Pramila Dinkar Mukadam (Wife), 2) Jitendra Dinkar Mukadam (Son), 3) Nitin Dinkar Mukadam (Son) and 4) Ashwini Mukesh Vaity. The name of legal heirs recorded in the record of rights by Mutation Entry No. 480 dated 5/1/2012.
- i. As per order no. Mahasul/K-1/Hakkanond-1/T-3/KV/6597 dated 14/6/2012 passed by Tahsildar Thane and the entry of other rights column without handing over the possession to Vithu Balu Chenekar is removed by Mutation Entry No. 528 dated 18/6/2012.

j. As per the Letter of the Tahsildar bearing No. Mahsul/K-1/Hakkanond-1/T-3/KV-5181/4615/13 dated 23/04/2013, and the Letter of the Deputy Superintendent of Land Records bearing No. D.L./KV-37/Pothissa/Mouje Mogharpada/Old Survey No. 52/2, New Survey No. 63/2, D.R. No. 800/2013 dated 13/03/2013/356, the share in the land of the said survey number has been duly recorded in the village register alongside Hissa Form No. 12. The effect of Hissa Form No. 12 is given to the record of rights of the said Original Second property is divided as under :- is as follows :-

- i. Survey No. (52)63/2/A admeasuring area 1570 sq. mtrs in the name of Mankibai Krushna Mukadam & other 7 and charge of Rs. 21861600/- of Development Agreement of M/s Shri Builders and Realtors through proprietor Mr. Umesh Raosaheb Pawar Patil,
- ii. Survey No. (52)63/2/B admeasuring area 250 sq. mtrs in the name of Thane Municipal Corporation, Thane (Reservation No. 3 Garden)

k. The effect of said hissa form no. 12 recorded in the record of rights by Mutation Entry No. 569 dated 6/5/2013.

l. Thus TMC was entitled to an area 250 sq. mtrs Old Survey No. 52 New Survey No. 63 Hissa No. 2/B admeasuring area 250 sq. meters (**Second Property**) and conveyed and transferred by the TMC to the Promoter by Deed of Exchange.

C. Thus Promoter is entitled to piece & parcel of land bearing Old Survey No. 52 New Survey No. 63 Hissa No. 1 admeasuring area 1390 sq. meters (**First Property**) and Old Survey No. 52 New Survey No. 63 Hissa No. 2/B admeasuring area 250 sq. meters (**Second Property**) both lying being and situate at Village Mogharpada, Taluka & District Thane as more particularly stated in the First Schedule hereunder written and herein after said First Property and Second Property are collectively referred as the **Said Property**.

D. Promoter is developing a project known as "**Elyra By Puraniks**" on the Said Property. To develop the said property, the Promoter applied for permission to TMC. in response to the application, TMC by Permit No. TMCB/B/2025/APL/01446 dated November 17, 2025 granted permission to construct residential building being Building Type A consisting of Ground Stilt plus 24 Floors. Hereto annexed and marked as **Annexure II**, the copy of the said commencement certificate dated November 17, 2025

E. It is mandatory under Real Estate (Regulation and Development) Act, 2016(**RERA**) to register every Real Estate project, as required under RERA, Promoter applied for the registration of the project with Maharashtra Real Estate Authority (**MahaRERA**). Pursuant to said application MahaRERA has registered the project under known as **Elyra By Puraniks** and issued Registration Certification bearing MahaRERA Registration No. \_\_\_\_\_. available at website: <http://maharera.mahaonline.gov.in>. and the said certificate of MahaRERA Registration is attached hereto as **“Annexure III”**.

F. While sanctioning the said plans TMC has laid down certain rules, terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said property and constructing said building and upon due performance and observation of which only the completion and occupation certificate in respect of said building shall be granted by the TMC. The Promoters has accordingly under said obligation commenced the construction of the said buildings in accordance with the said sanctioned plans.

G. The Promoter herein have entered into a standard agreement with their Architect \_\_\_\_\_ (**Architect**) who are duly registered with the Council of Architects, for Architectural work concerning Development of the Said Property including preparation of the amalgamation and layout and construction plans of the various buildings and further has entered into standard agreement with Structural Engineer \_\_\_\_\_ (**Structural Engineer**) for preparation of structural designs and have accepted the professional supervision of Said Architect and Said Structural Engineer till the completion of the said project; subject to the reservation of rights and authority by the Promoter herein to change in the sole discretion of the Promoter, the Said Architect and/or Said Structural Engineer, as the case may be, and to appoint new Architect or Structural Engineer for completion of the project.

H. The Allottee has demanded from the Promoter and Promoter has given inspection to the Allottee of the documents of title, certificate of title of Advocate, Revenue Record (7/12 Extracts and Mutation Entries), building plans and specifications approved by the concerned authority and all the other documents relating to the Said Property as are specified under Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as “the **MOFA**”) and Real Estate(Regulation and Development) Act, 2016(**RERA**) and the rules made there under, which is hereby acknowledged and confirmed by the Allottee. Copies

of the title certificate of Advocate is annexed hereto as **Annexure "IV"** and the property register card/7/12 extracts (collectively) is **Annexure "V"**

- I. Allottee is aware of the whole scheme of development of the said Property and after being aware of the whole scheme of development, the Allottee made an application to Promoter to purchase and acquire Apartment and Car Parking as stated in **Part 3 of Annexure I annexed hereto**. The typical floor plan of said Apartment is annexed and marked as **Annexure "VII"**. On representation of Allottee in said application, Promoter has agreed to sell the said Apartment and Car Parking for the Consideration as stated in **Annexure VI**. In addition to said amount, the Allottee has also agreed to pay development charges, general charges, stamp duty, registration charges, society formation charges etc as stated herein plus State/Central Goods and Service Tax 2017(GST) and if, and any other statutory charges/tax.
- J. Under Section 4 of the MOFA and Section 13 of RERA, the Promoter is required to execute a written agreement for the Sale of the said Apartment with the Allottee, being in fact these presents and also to register the said agreement under the Registration Act, 1908.

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

**1. DEFINITIONS AND INTERPRETATION**

**A. INTERPRETATION:-**

- i. The terms referred to in this Agreement, unless defined otherwise, or unless inconsistent with the context or meaning thereof, shall bear the same meaning as ascribed to them in common parlance or as defined under the relevant Statute/ Legislation.
- ii. All references in this Agreement to any statutory provision(s) shall be construed as meaning and including references to: Any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;
- iii. All Annexure, Schedules and documents referred in this Agreement and recitals 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.
- iv. References to any document (including the Agreement) are references to that document as amended, consolidated, supplemented, novated or replaced from time to time.

- v. The terms expressed in Singular are all words importing the singular terms which shall include, where the context admits or requires, plural terms and vice versa;
- vi. The terms importing the masculine gender also include the feminine gender and vice versa unless the context otherwise requires;
- vii. The terms “include” and “including” shall mean, “include without limitation”.
- viii. The term *Month* shall mean Gregorian Calendar Month;
- ix. The term *Parties* shall mean the Promoter and Allottee collectively;
- x. The terms *Person/ Persons* shall include corporation and firm as well as individuals; as more particularly stated in Section 2 (zg) of RERA

#### **B. DEFINITION:-**

- i. **BANK:-** The term Bank means any Company incorporated under the Companies Act, 1956 or Companies Act, 2013 or State Bank of India Act or Societies Act or any other provision of law and authorized to do business of banking as defined under the Banking Regulation Act by the Reserve Bank of India Act and includes Financial Institution as defined under the Reserve Bank of India Act.
- ii. **CARPET AREA:-** The term Carpet Area means the net usable floor area of an Apartment excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment.  
*Explanation.—* For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee; and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee;
- iii. **COMMON AMENITIES:-** The term Common Amenities means all amenities provided in the said **Elyra by Puraniks** project.
- iv. **CONVEY:-** The term convey means to transfer the said building or said property as the case may be, by executing Conveyance in favour of Organisation or Apex Body/Federation.

- v. **CONVEYANCE**:- The term Conveyance mean transfer of right title and interest in the Building or Said Property to the Organisation or the Apex Body/Federation as the case may be, by executing instrument of Transfer viz Deed of Conveyance or Lease Deed or Transfer Deed etc on the terms and condition as stated in the said instrument of transfer and registering the same as required under Registration Act, 1908.
- vi. **COVERED PARKING SPACE**:- The term “Covered parking space” means an enclosed or covered area as approved by the Competent Authority as per the applicable Development Control Regulations for parking of vehicles of the Allottee which may be in basements and/or stilt and/or podium and/or space provided by mechanised parking arrangements but shall not include a garage and/or open parking
- vii. **DESIGNATED ACCOUNT**:- The term Designated Account means account in which 70% of the amount realized from the Allottee will be deposited, to cover the cost of construction and Land as required u/s 4 (2) (l) (D) of RERA.
- viii. **EARNEST MONEY**:- The term Earnest Money means 10% of the total consideration of the Apartment, which Promoter is entitled to forfeit on termination of Agreement due to breach of terms and conditions of this Agreement.
- ix. **FACILITY MANAGEMENT SERVICES**:- The term Facility Management Service [FMS] means services like housekeeping, maintenance of the Buildings, plumbing, electricity, security and of any other general nature for maintaining the said buildings within the Complex and facility viz. gardens (if any), common area, common amenities etc.,
- x. **FIXTURES AND FITTINGS** :- The term Fixtures and Fittings as referred in this Agreement means subject to it being provided in the Apartment as per the terms of this Agreement, all the fixtures namely Electric Sockets, Switches of Light, Fans, Air Conditioners Fixtures, Security Alarm Systems, Television Aerials and Satellite Dishes, Fire Alarm, Plumbing Installations, Fixed Furniture, Kitchen Units, Built in Wardrobes, Cupboards or Shelf Units. And all the Fittings namely Carpets, Curtains and Curtain rails, Paintings or Mirrors, Ovens, Refrigerators, Washing Machines and Dryers, Beds/Sofas and other free standing Furniture, Lamps and Lampshades and will also include equipment and machines for the building namely Lift, Sewerage Treatment Plant (STP), Organic Waste Converter (OWC), Water Electric Pumps, Stack Parking System, Generator

or any other machineries. The above referred Fixtures /Fittings/Equipment/Machinery are just indications but include any other items of similar nature.

- xii. **GRACE PERIOD:-** In addition to the period stated in the possession for the said apartment, the Promoter is entitled to an additional time of 1 year, the said additional time is referred to as the Grace Period. within which the Promoter will be liable to give possession of the said Apartment. During the grace period, the Allottee or its nominees will not be entitled to any compensation/interest as contemplated under section 18 of The Real Estate (Regulation and Development) Act, 2016 (**RERA**) or any other applicable law. This grace period will be in addition to any delay caused due to force majeure
- xiii. **HOUSING LOAN:** - Housing Loan means any loan taken by the Allottee to acquire and purchase the said Apartment from any Bank and/or Financial Institutions by mortgaging or creating charge over the said Apartment.
- xiii. **INTEREST PAYABLE UNDER RULE:-** The term interest payable under the Rule means interest at the rate of State Bank of India highest Marginal cost of lending rate plus 2% p.a.
- xiv. **PLANNING AUTHORITY/ LOCAL AUTHORITY :-**The terms *Planning Authority* and *Local Authority* shall mean and include the Planning Authority and Local Authority for the time being under Maharashtra Provisional Municipal Corporation Act, 1949 and Maharashtra Regional and Town Planning Act, 1966;
- xv. **SAID PROPERTY:** The term "said property" means piece & parcel of land bearing Old Survey No. 52 New Survey No. 63 Hissa No. 1 admeasuring area 1344 sq. meters (**First Property**) and Old Survey No. 52 New Survey No. 63 Hissa No. 2/B admeasuring area 250 sq. meters(**Second Property**) aggregating to 1594 sq. meters both lying being and situate at Village Mogharpada, Taluka & District Thane as more particularly stated in the First Schedule hereunder written and herein after said First Property and Second Property are collectively referred as the **Said Property**.
- xvi. **STACK CAR PARKING :-** Stack car parking mean stacking more than one car in a single parking bay. In stack car parking lift will get the first car up and off the ground and then another car will be parked below that car.
- xvii. **STRUCTURAL DEFECT:-**The Structural Defect means defect in a major element of a building that is attributable to defective

design, defective or faulty workmanship, defective materials or any combination of these.

2. The Promoter, in accordance with the plans, designs, specifications approved by the Thane Municipal Corporation Bearing Permit No. : TMC by Permit No. TMCB/B/2025/APL/01446 dated November 17, 2025 will construct residential building being Building Type A consisting of Ground Stilt plus 24 Floors. Hereto annexed and marked as Annexure II, the copy of the said commencement certificate.

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

### 3. SALE

i) The Allottee hereby agrees to purchase from the Promoter and Promoter hereby agrees to sell to the Allottee the Apartment stated in **Part 3 of the Annexure I**. The floor plan of the said Apartment is hereto annexed and marked as **Annexure "VII"** and the said Apartment is more particularly described in **Part 3 of the Annexure I** hereunder written for the lump sum consideration as Stated in "**Annexure VI**", to be paid as per the progress of construction. It is hereby expressly agreed by the Allottee that 10% of the consideration will be considered as Earnest Money. All payment shall be deposited in RERA Designated Collection Bank Account \_\_\_\_\_, \_\_\_\_\_ Bank, \_\_\_\_\_, Branch having IFS Code \_\_\_\_\_ situated at \_\_\_\_\_. In addition to the above bank account, the Promoter have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. \_\_\_\_\_ and \_\_\_\_\_ respectively."

(ii) In addition to said consideration, Allottee shall also pay Development Charges and other charges as specified in this agreement alongwith Central/State Goods and Service Tax Act, 2017(**GST**) and any other taxes, cess which may be levied in connection with the construction of said building and developing the said project, upto the date of handing over of the possession of the said Apartment.

(iii) Said sale consideration will be paid by the Allottee after deducting 1% to be deducted towards Tax Deducted at Source(TDS) under Sec 194-IA of the Income Tax Act. The Allottee hereby agrees and undertakes to deposit the TDS deducted by him in the

Government Treasury as required under Sec 194-IA of the Income Tax Act, 1961 and furnish proof of payment at the time of payment of the respective instalment by issuing TDS Certificate. In the event of the Allottee's failure to deduct and pay the tax as aforesaid, then the Allottee alone will be liable to pay the interest and/or penalty as also for the prosecution if any as per the provisions of the Income Tax Act 1961. The Allottee hereby indemnify and keep indemnified saved, defended and harmless the Promoter in that behalf. The Allottee does hereby irrevocably and unconditionally agree and undertake to execute and sign all such deeds documents forms etc as may be required by the Promoter to claim the benefits of the TDS. Payment by deduction of TDS under this Agreement shall be acknowledged / credited by the Promoter, only upon the Allottee submitting original TDS certificate and the amount mentioned in the certificate matching with Income Tax Department website.

(iv) The Allottee hereby agrees that, in addition to the sale consideration and other charges, the Allottee shall be responsible and liable to pay GST or any such other levies, statutory charges etc., as may be applicable on transfer and sale of said Apartment by Promoter to the Allottee. The Allottee shall also be liable to pay interest / penalty / loss incurred by the Promoter on account of the Allottee's failure and/or delay to pay GST or any other tax and statutory charges, and will paid the same within 7 (seven) days of being called upon by Promoter.

(v) The amount of GST is as per Central Goods and Service Tax Act, 2017 (**GST Act**) is subject to revision as per the applicable rate for the relevant instalments and before taking the possession of the said Apartment, Allottee will pay GST or any other tax (if applicable) with interest and penalty if any on the said taxes or statutory charges. At present 18% p.a. interest is payable for late payment. In case of delay in payment of GST, Allottee will be bound and liable to pay interest @18% p.a. from due date till payment.

(vi) The Allottee will not be entitled to the possession of the said Apartment unless all the Taxes are paid by him to the satisfaction of the Promoter as per the statutory provision at the time of possession of the said Apartment.

(vii) In addition to taxes, statutory charges as stated herein above, if any other tax, Government or semi-government charge is applicable or becomes applicable on any future date for sale of said Apartment. Allottee will be liable to pay all such taxes, Government or Semi-Government due alongwith Penalty or interest on the same and Promoter will not be liable to contribute any amount towards such charge taxes, interest, penalty or any other amount.

4. The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/ order/ rule/ regulation published/ issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
5. The Promoter hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning of the said plans or thereafter and shall, before handing over possession of the said Apartment to the Allottee, obtain from the concerned local authority occupation and/or completion certificates in respect of the said Apartment.

#### 6. FSI STATEMENT

Area of the said property where Elyra by Puraniks is being developed on area admeasuring 1205.06 sq. mtrs and as per the D. C. Regulation Promoter is entitled to use FSI of 5469.47 sq. mtrs (Plot potential).

7. The fixtures, fittings and amenities to be provided by the Promoter in the said Apartment and in the said building are those that are set out in Second Schedule hereunder written. None of the fixtures and fittings i.e electrical, plumbing, lifts etc. are manufactured by the Promoter but are manufactured by different companies and warranties/ guarantees are given by those manufactures. The Allottee is also hereby informed that those fixtures and fitting are fixed nearly 3-4 months before the issue of Occupation Certificate, therefore the warranty /Guarantee of those fixtures and fitting will start from the date of fixing the same. Promoter is not liable and responsible for any defect in quality of those fixtures and fitting, but will facilitate for enforcing the warranty and guarantee of those fixture and fitting.

#### 8. TIME ESSENCE OF AGREEMENT

If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee to Promoter, for every month of delay, till the handing over of the possession as stipulated in the RERA. The Allottee agrees

to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

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

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

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee after deducting earnest money within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter without any interest thereon. The money will be refunded only upon Allottee executing the Deed of Cancellation of this Agreement and registering the same at his own cost and expenses. In case of any charge of the Bank for Housing Loan, the Allottee will be liable and responsible for the discharge of the said Housing Loan and before any refund to the Allottee, Allottee will have to get No Due Certificate form the Bank.

9. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the

Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Part 3 of the Annexure I of this Agreement.

10. The Allottee authorizes the Promoter to adjust/appropriate all payments made by him under any head(s) of dues against lawful outstanding, if any, in his name as the Promoter may, in its sole discretion, deem fit, and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any other manner.

#### 11. POSSESSION OF THE APARTMENT

The Promoter shall endeavor to hand over possession of the said Apartment to the Allottee on or before the date stated in Part 3 of the **Annexure 1**. PROVIDED FURTHER that the Promoter shall be entitled to extension of time for giving possession of the said Apartment on the aforesaid date, if the completion of the said Building in which the said Apartment is situated is delayed on account of:-

- i. War, Civil Commotion or Act of God or any other prohibitory order;
- ii. Any notice, order, rule notification of the government, court and/or other public or competent authority.

If Promoter is unable to give possession of the said Apartment to the Allottee for reasons beyond their control as stated hereinabove the Allottee shall not be entitled to any damages or compensation for delay in handing over the possession of the said Apartment.

Without prejudice to the above, the Promoter will be entitled to a grace period (moratorium) of 1 year from the due date for giving possession of the said Apartment, and the Allottee will not be entitled to any interest during the grace period of 1 year from the due date. The grace period of 1 year will be considered as the part of period for the possession of the said Apartment.

The Promoter on complete development of the said building and after obtaining all NOCs from the various concerned Government / Local Authorities will make an application for Occupation Certificate. However if the Local Authority delay in issuing of Occupation Certificate beyond 21 days period after submitting the application, the same shall not be construed as delay on the part of the Promoter in obtaining Occupation Certificate.

**12. LIABILITY OF ALLOTTEE ON DEEMED POSSESSION.**

A. The Promoter, upon obtaining the occupancy certificate from the competent authority, shall give written notice to the Allottee intimating that the said Apartment is ready for use and occupation and offer the possession of the Apartment on payment of the balance amount. The Allottee shall be bound to take possession of the said Apartment within seven days of the Promoter intimating him, in the event of the Allottee for any reason whatsoever failing and/or neglecting to pay balance outstanding amount and take possession of the said Apartment within the stipulated period, the Allottee for the purposes of this Agreement shall be deemed to have taken possession on the expiry of the seventh day from the date of issue of said notice and Allottee will be liable to pay all outgoing charges, cost and maintenance as required to be paid under any statute or under this agreement or any other service being provided to the said building. Before taking possession of the said Apartment the Allottee shall sign and/or execute all writings and papers as may be reasonably required by the Promoter including declarations, applications, indemnities, possession letter, electric meter transfer forms and other papers necessary or expedient for formation and registration of the Organisation. Under no circumstances the Allottee shall be entitled to the possession of the said Apartment unless and until all the payments required to be made under this Agreement have been made to the Promoter and other obligation terms and conditions agreed by the Allottee and mentioned in this Agreement are carried out fully by the Allottee. It is specifically agreed by the Allottee that, he waives his right to claim charge u/s 55 of Transfer of Property Act on said Apartment till he pays entire consideration and other charges as per this Agreement.

B. The Allottee is aware that the said Apartment and all fixtures and fitting in the said Apartment will get damaged due to non-utilization of the same, therefore if the Allottee fails to take possession of the said Apartment on being offered by the Promoter, by payment of balance amount as demanded by the Promoter, the Promoter will not be liable and responsible for any damages that may be caused to said Apartment due to non usage of said Apartment and all fixtures and fitting in the said Apartment. The Allottee will not claim any compensation for any such damage to the said Apartment and all fixtures and fitting in the said Apartment.

**13. DEFECT LIABILITY PERIOD**

If within Five years from receipt of Occupancy Certificate, the Allottee brings to the notice of the Promoter any structural defect in the said Apartment or the said Buildings in which the said

Apartment is situated, or any defects on account of workmanship, quality or provision of service, then wherever possible such defects shall be rectified by the Promoter at their own cost and expenses, PROVIDED Allottee has not caused any such damages to the said Apartment by doing any addition/alteration to the said Apartment or are not due to reason as stated hereunder in the exclusion clause. If such damages are caused due to any such addition/alteration, the liability of the Promoter will automatically cease and the Promoter will not be liable and responsible to rectify/repair such defect or any damages suffered by the Allottee. The minor temperature/shrinkage, creep crack, which are inherent to the concrete curing process, will not be considered as structural defect. The defect liability is not applicable for any fitting and fixture, which are manufactured by the third Party as they are covered by Warranty/Guarantee provided by manufactures of those fixtures and fitting and Promoter will facilitate the enforcement of Warranty/Guarantee against such third Party.

14. The Promoter shall be at liberty and be entitled to complete any few floors in the said Buildings and apply for and obtain part-Occupation Certificates and give possession thereof to the Allottee of the said Apartment, and the Allottee herein shall not object to the same and also shall not obstruct or object to the execution of such works for completing the building, even if it causes any nuisance or annoyance to him or other Occupants of the said Apartment. However Promoter will ensure that such nuisance is minimum in course such development,

15. The Allottee, in respect of the said Apartment, shall be liable to bear and pay from the date of the said building is completed and possession of the said Apartment is offered or deemed to have taken, his share of the outgoings, maintenance charges, property taxes, non-agricultural taxes, insurance premium, parking charges, costs of painting the said buildings, costs, charges and expenses of cleaning and lighting the passages, landings, staircases and common areas, gardens, maintenance of Sewerage Treatment Plant(STP), Organic Waste Convertor(OWC) open spaces and other parts of the said buildings, operation and maintenance and repairs of lifts, water pumps, lights, costs of water power and utility charges, equipment's and other services, salaries of all staff including manager, chowkidars, sweepers liftmen and gardeners, cost of management and maintenance of common areas, amenities and facilities of the said buildings more particularly stated in the Third Schedule and such other expenses as are necessary or incidental for maintenance and upkeep of the said buildings, said complex, said property, to all government, semi-government local and public and/or private bodies

and authorities, including the Local Authority or Municipal Corporation, the Collector etc.

16. A) Promoter will provide electricity connection through Maharashtra State Electricity Distribution Company Limited (MSEDCL) or any other electricity supply company providing electricity in the said area; however, Promoter will not in any manner be responsible for the supply of electricity by MSEDCL or any such other company. The Allottee is further aware that Promoter will not be responsible for any faulty installation of meter or regular supply of electricity.

B) Subject to water connection being granted by the local authority, Promoter will provide water connection to the said Apartment; however, Promoter will not in any manner be responsible or liable for supply of water to said Apartment. Promoter at the cost and expenses of Allottee/Organization may facilitate for provision of water either through bore-well (subject to permission from authority and availability of ground water) or tanker or any other source. The Promoter if requested by Organization of Allottee at the cost of Organisation/Allottee will create suitable infrastructure for treatment of raw water for domestic consumption, which may not be suitable for drinking. The Allottee is thus aware of source of water supply, agrees to pay necessary water charges, tanker charges, will not object the same, and shall keep Local Authority/Sanctioning Authority/Promoter indemnified against all claims and damages due to anything related to water supply.

## **17. ORGANISATION AND CONVEYANCE**

### **SOCIETY FORMATION**

a. The Promoter will make an application for the formation of a Society. The Allottee shall actively assist and co-operate for formation and registration of such Society and for that purpose from time to time sign all applications, letters, writings, document, bye laws and return the same to the Promoter within seven days of receipt thereof without objecting to any changes, modifications as may have been in the model bye law by the Promoter and also do all other acts, deeds, matters and things as the Promoter may reasonably require for registration of the Society of the said Allottee. The Promoter may decide in its sole, absolute and unfettered discretion the name of such Society (which name shall not be changed by the Allottee or the said Society without the prior written permission of the Promoter). Promoter will not be responsible for any delay caused due to the time taken by the Allottee or any other Apartment purchaser to sign and execute the application form and other documents required for

formation of the Society.

- b. The Promoter will not be responsible for the time taken for the registration of the Society; its responsibility will be to make an application in the format and manner as required under the applicable Act.
- c. The said Society shall, upon being registered or formed, pass the necessary resolutions confirming the terms, conditions, covenants, stipulations and provisions of this Agreement, or such of them as the Promoter may require, and agreeing and undertaking to be bound by the same, and the Allottee shall vote in favour of such resolutions.
- d. Promoter shall become a member of the said Society in respect of unsold Apartment and Promoter shall be liable to pay only the Municipal taxes any other Government charges at actual and no other maintenance charges in respect of the unsold Apartments. When such Apartments are sold by the Promoter, the Society shall admit such Allottee as a member of such Society without charging any premium or any other extra charges for the same, save and except entrance Fees for membership and the fully paid value of the shares of the Society along with his application for membership. The Promoter will be entitled to mortgage all unsold Apartments to Bank/Financial Institution or any person for raising finance to the Promoter and said Society will record the Mortgage in their books as and when said Bank/Financial Institution intimates the said Society. It is specifically agreed that for mortgaging and selling the said unsold Apartments, No Objection Certificate (NOC) will not be required from the Society formed of all the Allottees.

#### **CONVEYANCE OF THE PROPERTY**

Upon the Promoter selling / transferring / allotting all the Apartments constructed in the project complex, and upon the Promoter receiving the entire payment (towards the consideration, deposits, outgoings or otherwise) due and payable to it under all Agreements for Sale executed with all Allottees of the Apartment. Within 3 months from the formation of the Society as contemplated under the RERA Rule, the Promoter will convey said property to the Society of the Allottees.

- e. Until such Conveyance is executed, the right of the Allottee shall be confined only to the respective Apartment and the Allottee and/or the Society to be formed for the maintenance of the said Building shall have no right on any portion of the said property. The conferment of right shall take place only on the execution of the Conveyance in favour of Society. Unless all the Allottee of Apartment and other premises in the building, have paid all their dues

including their contribution for Stamp Duty and Registration Charges payable on such conveyance, to the Promoter, the Promoter shall not be bound to execute or cause the conveyance to be executed in favor of the Society or the Apex body as the case may be.

- f. The Allottee shall be entitled to use the common area and external facilities as per the terms set by the Promoter till it is handed over to the Society. After handing over of the said property to the Society. The Society shall maintain said common areas and external facilities. It is clearly understood by the Allottee that no right or interest of the Allottee is being hereby created in the said common areas and external facilities. The Allottee hereby acknowledges and admit that the said Society in making such rule for use of such common facilities take into consideration any agreement / arrangement which Promoter might have arrived with owners of adjoining property.
- g. The Society as the case may be shall under the guideline of the Promoter, frame such rules, regulations and bye-laws for the effective maintenance/management of the infrastructure and all amenities and the same shall be binding and shall have full effect and full force against the Allottee of the Apartment in the buildings constructed on the said Property. Any contravention/violation of the said rules, regulations or bye-laws as framed by the Society shall be liable to such action as stated in the said rules, regulations and bye-laws as may determine from time to time.
- h. The Allottee hereby agrees, confirms and undertakes to pay such monthly charges as may be determined by the Society from time to time for the maintenance, upkeep, repairs and replacements and/or renovation of all infrastructure and amenities with the said property.
- i. It is hereby expressly clarified, agreed and understood that neither the Allottee nor the said Society shall raise any objection or dispute, and/or claim any compensation, if area to be conveyed/transferred by the Promoter is at variance with or is less than the area of the said Property as shown in the Schedule hereunder written and/or as shown in the site plan annexed hereto, whether the same is consequent upon the amenity space and the reserved portions of the said Property being handed over and transferred to the said local authority and/or other Government/Local bodies or authorities, or any other reason whatsoever.
- j. The Allottee acquired the said Apartment after being completely aware location of Sewage Treatment Plant (**STP**), Organic Waste Converter (**OWC**), Water Tank etc. The said STP, OWC is as per approved plan and located taking into consideration various factors

viz flow of water, servicing etc, therefore it cannot be shifted under any circumstances. The Allottee will not make any complaint about the location of the said STP, OWC Water Tank or any other amenities.

#### 18. MAINTENANCE AND OTHER CHARGES

(a) The Allottee, on execution of this Agreement or before taking possession of the said Apartment, shall pay the following amounts to Promoter or its nominee.

(i) Rs. \_\_\_\_\_/- towards electric meter installation and security Deposit for the meter payable to MSEDCL and erection of transformer, cable laying etc.

(ii) Rs. \_\_\_\_\_/- towards water Connection Charges.

(iii) Rs. \_\_\_\_\_/- towards proportionate share of Development Charges and including premium payable to local authority.

(iv)Rs. \_\_\_\_\_/- towards Legal Fees

GST of \_\_\_\_% will be charged on above charges.

(v) Rs. \_\_\_\_\_/- towards share money, application and entrance fee of the Society.

(vi) Rs. \_\_\_\_\_/- towards proportionate share of Municipal Taxes, N.A. Taxes, assessments and other charges.

(vii) Rs. \_\_\_\_\_/- towards Formation and Registration of the Society /Apex Body and Legal Charges in connection there with.

(viii) Rs. \_\_\_\_\_/- towards advance maintenance charges of common areas for 1 year.

(ix) Rs. \_\_\_\_\_/- towards club house maintenance charges for 1 year

GST of 18% will be charged on above charges mentioned at (vii) to (ix).

(b) All aforesaid charges are fixed on basis of existing taxes, rules and regulation, however at the time of handing over of the possession of

the said Apartment or any time after handing over the possession if there is any change in the aforesaid amounts or if any other tax/charge/duty is levied and/or is found to be payable on the transaction hereby envisaged either because of any amendment to the prevailing laws or because of enactment of any new law or otherwise, the Allottee do hereby agree to pay to the Promoter or its nominee such amount as shall be then prevailing.

- (c) The maintenance charges collected herein are just estimated cost of expenses and are subject to review/ escalation depending upon the costs of inputs which include but not limited to expenses towards salary, consumption of electricity, water and other consumables and /or due to increase in levies or imposition of new charges/taxes by any authorities.
- (d) If any deposit premium or security deposit, in addition to the above mentioned payments, is/are demanded by the Government, Municipality, or any local authority or electric supply agency or gas supply agency or any other department or authority for providing water, drainage, electricity connection, gas connection or any other services, amenity or facility in the said Buildings or if any other levy is made by Government, Municipality, or local body or any other authority, the same shall be borne and paid by the Allottee along with the Allottee of all other Apartment in the said Buildings in proportion to the area of their respective Apartment and the Allottee shall pay his proportionate share therein before taking possession of the said Apartment. Till water supply to the different building in the said Complex is separately assessed, the Allottee shall pay along with the other outgoings a proper proportion of the water charges due in respect of his Apartment as may be determined by the Promoter or its nominee.
- (e) If amount collected from the Allottees is not sufficient for the maintenance, Promoter or its nominee shall raise advance bills for every quarter on the Allottee in respect of his proportionate share of outgoings for the said Apartment (based on the chargeable area of the said Apartment) for maintaining the said building the common areas/facilities as aforesaid, whether the Allottee and/or his family-member/s is/are using such common areas/facilities or not. Allottee shall duly pay to Promoter said amount within 7 (seven) days of the date of the bill and shall not withhold the same for any reason whatsoever. If Allottee fails to pay the said amount within 7 days from the issue of bill to the Allottee, Allottee agrees to pay Promoter or its nominee interest as per the rule from the due date, till realization of the said amount. Promoter or its nominee at its discretion will raise bills for advance maintenance charges, when it

envisages it will require additional amount for maintenance of said building/property.

- (f) The aforesaid maintenance charges are estimated expenses for maintenance for one year and if amount collected towards maintenance fall short for one year maintenance, Promoter continues to maintain the said building after one year, Promoter will raise the bill on the Allottee and Allottee agrees and undertakes to pay all future maintenance charges in advance and on quarterly basis till, management and administration of said building is handed over to the Organisation. After handing over of management and administration of the said building to the Organization, Allottee will pay to the Organisation all maintenance charges of the building and pay to Promoter his proportionate charge towards the cost and expenses for maintaining all common amenities and infrastructure over the Said Smaller Property.
- (g) The Promoter shall be entitled to appropriate the amounts collected under one head for meeting expenses under another head. The Allottee shall not be entitled to raise a grievance in respect of the same. All the aforesaid amounts mentioned in Clause 14 are non-refundable and are non-accountable. The Promoter and or its nominee will render account only in respect amount collected towards advance maintenance charges of common area, advance maintenance charges, club house and property tax. In the event of there being any increase in the general charges on the date of handing over the possession of the said Apartment, Allottee shall pay the same before taking over the possession of said Apartment.
- (h) The amounts collected by the Promoter under the provisions of this agreement or otherwise howsoever shall not carry any interest. Promoter shall maintain a consolidated account of all the amounts collected towards the maintenance charges from all the Allottee of the Apartments in the buildings and of all the amounts spent on expenses chargeable to them, and on formation of the Society of all Allottees in the said building shall at the time of handing over administration and management render a consolidated account to such Society and also handover the unexpended amount to such Society. Promoter or its nominee shall not be liable to maintain or render any separate account of the different Allottees of Apartment individually. Rendering of such consolidated account of amount collected under clause 18 a (viii) and (ix) to such Society and settlement of account with them shall discharge Promoter or its nominee of their responsibility, to refund excess, if any, out of such collections to the individual Allottee of Apartment, and the different

Allottee of Apartment shall make up and adjust their respective accounts between themselves, as members of such Organization.

**19. FACILITY MANAGEMENT SERVICES**

- a. Promoter itself or will nominate Facility Management Service (FMS), for management, maintenance and administration of the said building and the said Property and all cost of management maintenance and administration of the said building and said property will always be borne and paid by the Allottee or the Society and the Promoter will not be liable or responsible to contribute any amount toward management, maintenance and administration charges of said building or said property.
- b. The Promoter will maintain the said building from the payment made by the Allottees of the building, till, administration and management of the said building is handed over to the Society formed of all Allottees in the building.
- c. The Allottee shall pay to Promoter or its nominee, on or before taking possession of the said Apartment, his estimated proportionate share of provisional outgoing for Two years in advance (based on the chargeable area of the said Apartment), for the purpose of management and administration of said building and said property and shall continue to do so till Management and administration of the said building and said property is handed over to the Society as contemplated herein.
- d. The maintenance by the Promoter will be subject to all Allottees regularly paying their contribution towards the administration, management and maintenance charges of the said building and said property. The Allottee hereby indemnify the Promoter against all charges, damages, loss and liability of the Promoter to maintain the said building and said property, that may arise due non maintenance of infrastructure due to non-contribution or irregular contribution by the Allottees/Society.

**20. CAR PARKING(IF ALLOTTED BY PROMOTER)**

- a. The Car Parking to be provided for the Flats is as per the approval by the local Authority, the calculation of number of Car Parking to be provided is based on the number and size of the Flat.
- b. All car parking will be stacked car parking and allottee will have to co-operate with another Allottee who will be allotted car parking in the same car parking bay.

- c. Allottee agrees that the Allottee will not be entitled to park any vehicle within the said property unless Allottee has been allotted specific parking space by the Promoter
- d. The said car parking space is provided alongwith the said Apartment and cannot be independently sold or transferred by the Allottees and in the event of termination/cancellation of this agreement, the car parking space also shall automatically be deemed to have been cancelled and terminated.
- e. Allottee shall not be entitled to transfer the said parking space or the benefit thereof in any manner whatsoever except in the circumstances of Allottee transferring the said Apartment. While transferring the said Apartment, Allottee shall be under obligation to transfer the said parking space together with the said Apartment to the transferee.
- f. Said Car parking space and Car Parking spaces allotted to any other Allottees in the said Building or with the said Property shall not form part of common area and facility of the said building or said complex.
- g. The Allottees undertake to pay such monthly maintenance charges for car parking space, to the Promoter till the Promoter manages the said building and thereafter to Society such maintenance charges may be fixed by the Promoter or by the Society or all Allottees of the said building. At present, Promoter has provisionally fixed Rs. 200/- per month as maintenance charges to be paid from the day possession of the said Apartment is offered to the Allottee. Irrespective of whether Allottee is parking his car in the said parking space or not Allottee will be liable to pay the said monthly maintenance charges to the Developer/Organization
- h. The car parking space shall be utilized for parking the Allottees' own vehicles and will not be used for parking of any other vehicles or for any other purpose.
- i. The Allottee acknowledges that the Promoter shall provide the parking space for normal light motor vehicles and not for large extra size motor vehicle. The Promoter shall not be responsible or liable to the Allottee if the Allottees car does not fit in the said car parking space.
- j. Allottee will not use the said parking space for parking of heavy/commercial vehicles, store goods, or put the said parking space to any residential/commercial use or any other use other than for parking of vehicles.

- k. All car parking spaces allotted by the Promoter within the said building shall be deemed to be of respective Apartment owners and Society formed of the said complex will not have any right over the said car parking space. However, Allottee shall be liable to pay regularly maintenance charges fixed by the said Society to maintain the said car parking space viz, light, painting, security etc. The Allottees undertake to pay such monthly maintenance charges to the Promoter, till the Promoter manages the said building/said complex and thereafter to Society, such maintenance charges may be fixed by the Promoter or by the Society or all Allottees of the said building.
- l. Allottee will not enclose the said parking space by erecting shutters, rolling/sliding/collapsible gate, grills or partitions or otherwise in any manner whatsoever or provide/use communication lines, electric or water connections therein. In case of breach hereof, Promoter and/or the society are entitled to demolish the same without any notice.
- m. If car parking allotted is mechanised car parking it will have to be shared with other Allottees of the said car parking slot. Allottee will co-operate with other Allottees to facilitate smooth use of car parking space and if required arrive at an understanding for proper use of mechanized parking space. The Allottee will also share additional expenses for the repair and maintenance of allotted mechanized parking space.

## **21. RIGHT OF PROMOTER**

- (i) The entire revenue and income received or derived by the Promoter upon sale, transfer, assignment and/or disposal of all or any rights in the Said Property or the said buildings or the entire construction, including additional construction, carried out on the Said Property and/or in the said buildings by utilizing and consuming the FSI, FAR, DR and TDR or upon sale, transfer, assignment and/or disposal thereof, shall be the absolute property of and exclusively belong to and be appropriated by the Promoter, who shall not be liable to or called upon to disclose or render any account/s in respect thereof to the Allottee herein and/or the Organisation. The Promoter shall not be liable to pay or grant any compensation, charges or other amount whatsoever or rebate in consideration in respect of the aforesaid or on variation in the scheme of development, plans, specifications and/or layout to the Allottee herein, or any other Apartment Allottee in the said buildings, or to the Organisation. Neither the Allottee nor the Organisation hereby envisaged shall be entitled to demand any

compensation or rebate on account of any of the aforesaid use by the Promoter.

(ii) In the event of any portion of the Said Property being required by M.S.E.D.CL. or any other body for putting up an electric sub-station, the Promoter shall be entitled to give such portion to the said M.S.E.D.C L or any other body for such purpose on terms and conditions as may be agreed by the Promoter. The Promoter shall be entitled to allow the benefit of such an electric sub-station to be given to any other plots of land in the vicinity, whether forming part of the Said Property and/or the said Buildings or not.

(iii) The Promoter shall have full and unfettered right to grant to any of such Society and/or to the occupants of any other buildings/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 such Society 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 Allottee/s either individually or collectively as a member of any such Society shall not object to any such arrangement on any ground whatsoever.

## 22. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

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

building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, said property and said building shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said property, Building and common areas;

- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said property, including the Project and the said Apartment, which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the said property, to the Society of Allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the said building to the Society of the Allottees;
- x. As required under section 4 (2) (1) (D) of RERA, Promoter will deposit 70% amount into separate account being “ Neelshilp Constructions Pvt Ltd, RERA ESCROW A/C Elyra by Puraniks, HDFC Bank, Kapurbawdi Branch, Thane (West) . The Promoter will not deposit the amounts in the said account, in respect of the money received from Allottee towards water connection charges and deposit, share money, application and entrance fee of the Society, formation and registration of the Organization /Apex Body and legal charges, N.A Tax/Property Tax, Advance maintenance charges of common areas and GST and/or any other statutory taxes, if applicable.
- xi. Till Occupation Certificate of the said Building, the Promoter will pay and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

- xii. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the said Property and/or the Project except those disclosed in the title report.
- xiii. In case the transaction being executed by this agreement between the Promoter and the allottee is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration/fees/charges for services/commission/brokerage to the said Registered Real Estate Agent, shall be paid by the Promoter/allottee/both, as the case may be, in accordance with the agreed terms of payment.

23. The Allottee hereto specifically declares and confirms that:

- a) The Allottee has inspected title deeds relating to the Said Property and has ascertained for himself, the title of the Promoter to develop the Said Property and therefore Allottee shall not be entitled to further investigation of title and no requisition or objection shall be raised upon any matter relating thereto.
- b) The Allottee acknowledges and admit the allotment of the Car parking space to other allottees of the said Building and will not disturb such car parking space allotted by the Promoter to other allottees in the said building or said property and hereby undertake he or Organisation formed by the all Allottee will recognize and acknowledge such allotment and will not in any manner interfere with the use of such parking space any other Allottee.
- c) The said Apartment is not transferred to the Allottee on execution of this Agreement, but will be deemed to have been transferred on payment of entire consideration and all other charges and deposits as stated in the agreement, till the payment of entire amount Allottee expressly waive the charge u/s 55 of the Transfer of Property Act on the said Apartment for the amount paid by the Allottee.
- d) The Allottee is aware that facilities and amenities stated in the brochure, advertisement or leaflet or email or website will not be provided to the Allottee unless same is part of the amenities listed in this agreement.

24. It is an express, essential, vital and integral term and condition of this Agreement that:

- i. Promoter shall be entitled to make any variations, alterations, amendments or deletions to or in the layout of said property and specifications of the Apartment in the said buildings, relocating/realignment of the water, power, sewerage, telephone, gas and other service and utility connections and lines, overhead/underground tanks, pumps, open spaces, parking spaces, recreation areas, garden spaces and all or any other areas, amenities and facilities and/or varying the location of the access to the said buildings as they may deem fit in their sole and unfettered discretion or if the same is or are required to be done by the concerned local authorities;
  - ii. The Promoter are desirous of selling, transferring or otherwise allotting or disposing of Apartment, and other areas including gardens/terraces appurtenant to or adjoining or abutting and/or above certain Apartment in or around the said buildings on what is popularly known as ownership basis and/or otherwise and they are entering into separate agreement for sale, transfer and/or disposal thereof with various Allottees or transferees thereof;
25. The Allottee/s hereby agrees that:
- (a) Till Transfer of the Said property and the said building is executed in favour of the Society, the Promoter shall be entitled to transfer, assign, allot, dispose of and/or sell in any manner it deems fit or proper the terraces, parking spaces, common and open areas to anybody for such price and on such terms and conditions as the Promoter may deem fit. The Allottee, alongwith the other Allottee or Society formed of all Allottees, will recognise such agreement and right created by the Promoter and shall not raise any objection of whatsoever nature or kind.
  - (b) Until such time the conveyance of the Said Property is executed in favour of the Society as aforesaid the Allottee/s shall abide by the rules and regulations framed or to be framed at any time and from time to time and at all times by the Promoter and generally to do all and every reasonable act that the Promoter may call upon the Allottee to do or carry out.
  - (c) The Allottee shall not have claim or right on any part of the Said Property and also to any part or parts of the said Building other than the said Apartment agreed to be taken by him. All open spaces, road, club house, garden, utility areas and common amenities, lobbies, staircases, terraces shall, remain the property of the Promoter until the Said property is assigned and transferred to the Society as herein mentioned, but subject

always to the rights, reservations, covenants and easements in favour of the Promoter as herein provided.

- (d) The Promoter shall have absolute and exclusive right and authority to use, utilize and consume present and future F.S.I. and/or T.D.R., which will be made available to them, by the concerned local authorities and the Allottee shall not have or claim any rights and/or benefits of whatsoever nature in respect thereof. The Allottee will also not demand any consideration or any discount of any nature for use of TDR or FSI by the Promoter of the Said Property , in the manner as may be deemed by the Promoter.
- (e) The Promoter is entitled to amalgamate Said Property with any other adjoining property and make integrated development of the Said Property alongwith such amalgamated property by using development potential of the said amalgamated property by constructing building on the Said Property for entire consumption of development potential of the Said Property.
- (f) The said common amenities will be developed and constructed by the Promoter only after 90% of the Apartment are sold and Promoter receives entire consideration from the Allottee. The Allottee and/or Society shall not raise any grievance in respect of the same, the Allottee is aware of the same and will not insist on said amenities before taking possession of the said Apartment.
- (g) The Promoter shall install a lighting arrestor as required under the rules and regulations for installation of a lighting arrestor, if, despite said installation of a lighting arrestor, Allottee or any person suffers loss, injury or damage to life or property due lighting strike, Promoter will not in any manner be responsible or liable for such loss or damages.

26. The Allottee himself with an intention to bring all persons into whomsoever hands the said Apartment may come, doth hereby covenant with the Promoter as follows:

- a. To maintain the said Apartment at Allottee's own costs in good tenantable repair and condition from the date of possession of the said Apartment is taken and shall not do or suffer to be done anything in or to the said Building in which the said Apartment is situated or staircase or any passages which may be against the rules, regulations or bye-laws of concerned local or any other authority or change/alter or make addition in or to the said Building in which the said Apartment is situated and/or the said Apartment itself or any part thereof;

- b. Not to store in the said Apartment any goods, which are prohibited under any law or which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the said Building or shall not carry or cause to be carried heavy packages in upper floors which may damage or likely to damage the staircase, common passages, or any other structure of the said Building including entrances of the said Building. In case of any damage is caused to the said Building due to any act or omission of Allottee or anyone on his behalf, it will be breach of this Agreement.
- c. To carry at his own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Promoters to the Allottee and shall not do or suffer to be done anything in or to the said Building in which the said Apartment is situated or the said Apartment or which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority AND in the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and/or liable for the consequences thereof to the concerned local authority and/or other public authority.
- d. Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time, make or cause to be made any addition or alteration of whatsoever nature in or to the said Apartment or any part thereof nor any alteration in the elevation and outside colour scheme of the said Building in which the said Apartment is situated and shall keep the portion, sewers, drains pipes in the said Apartment and appurtenances thereto in good tenantable repair and condition, and in particular so as to support, shelter and protect the other parts of the said Building in which the said Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams walls, slabs or R.C.C. Purdis or other structural members in the said Apartment without the prior written permission of the Promoters and/or the Society as the case may be;
- e. To keep the said apartment, walls and partition walls, sewers, drains, pipes and appurtenances thereto in good, tenantable and repairable condition and in particular to support, shelter and project the parts of the building other than the said apartment. The Allottee/s further covenants not to chisel or in any other manner damage the columns, beams, slabs or R.C.C. partition or walls or other structural members without the prior written permission of the Promoters. In the event of a breach of any of

these conditions, the Allottee/s, apart from being liable to make good at his/her/its own costs, the damage caused because of breach/s, shall also be responsible for the consequences thereof.

- f. If the Air Conditioner, Modular Kitchen, Refrigerator, Washing Machine, Chimney, Water Purifier or any other items is provided by the Promoter, the Allottee shall properly maintain the same and the Promoter shall not be responsible and liable for any breakdown or defect in those items in any manner the Promoter will handover warrantee card, if provided by the Manufacturer for period mentioned therein for the item provided as hereinabove mentioned in the Apartment. In case of any problem Allottee shall directly pursue with the Manufacturer Agency for getting the said repaired or replaced. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the said Building in which the said Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- g. Will not make any changes of whatsoever nature including shifting of the walls, doors, windows, bedrooms, kitchen, bathrooms, balconies, terrace, enclose balconies, flower bed, extending rooms, change floorings, plumbing systems, electrical wiring, sanitary systems and fix of grills or doing any work affecting and damaging the columns and/or beams of the building, or damaging the stability of the structure of the building.
- h. Will be responsible for damage to structure due to (i) installation of Air-conditioners on the external walls (ii) Loading of heavy luggage in the lift, (iii) damage to any portion of the neighbor's Apartment, or common area by drilling or hammering etc. and (iv) does not follow the conditions mentioned in the maintenance manual. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said larger property and the said Building in which the said Apartment is situated;
- i. Not to use the said Apartment or permit the same to be used for any purpose other than that permitted by the Promoters or for any purpose, which may or is likely to cause nuisance or annoyance to the Allottees/occupiers of neighbouring Apartment or for any illegal or immoral purpose, or in violation of any rules applicable thereto.
- j. Not to encroach upon or make use of any portion of the said Building not agreed to be acquired by him/her/them or keep any

shoe racks, decorative material or chair or any other material in the lobby, landing stair case etc.

- k. Carry out along with other Allottee/s in the said Buildings, at their own costs, without holding the Promoter responsible or liable for, all repairs, additions and alterations in or to the said Building and the said Apartment as may be required to be carried out hereafter by the Government, Gram Panchayat, Municipal Corporation or any other Statutory Authority.
- l. Not to change the external elevation facade or colour scheme of the said Building.
- m. Until all Apartments in the said Building are not separately assessed for Municipal/Property taxes and other levies, pay his/her/their shares thereof.
- n. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or government and/or other public authority, on account of change of user of the said Apartment by the said Apartment Allottee/s viz. user for any purpose other than for residential/commercial purpose as the case may be.
- o. The Allottee shall not let, sub-let, transfer, assign or part with the Allottee interest, benefit of this agreement or part with the possession of the said Apartment until all the dues, payable by the Allottee to the Promoters under this agreement are fully paid up and only if the Allottee has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee has intimated in writing to the Promoters and obtain it's no objection till the Society is registered;
- p. The Allottee shall observe and perform all the rules and regulations which the Socety may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the said Apartment therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the Apartment in the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses, maintenance of the said Building and other outgoings in accordance with the terms of this agreement;

q. Till conveyance of said property, permit the Promoters and its surveyors and agents, with or without workmen and others, at all reasonable times to enter into and upon the said Property and the said Buildings or any part thereof to verify and examine the state and condition thereof and also for the purpose of repairing any part of the said Building and/or the said Apartment and/or for the purpose of repairing, maintaining, rebuilding, clearing and keeping in order and good condition all services, lift, pumps, drains, pipes, cables, water cover, gutter, wires and structures and other conveniences belonging to or used for the said Building and also for the purpose of laying down, maintaining, repairing and testing drainage gas and water pipes and electric wires etc. and for similar purpose and also for the purposes of cutting off the supply of water to the said Apartment or any other Apartment in case the Allottee/s or other Allottee/s shall have made any default in paying his/her/their share of water tax.

27. Nothing contained in this Agreement is intended to be nor shall it be construed to be a grant, demise or assignment in law or as conferring any right upon the Allottee/s in or to the said Apartment or any part of the said property. The Allottee shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies staircases, terraces recreation spaces. Such conferment will take place only in favour of the proposed Organisation of the Allottees of all Apartments in the said Buildings and only upon execution of a Conveyance of the Said Property in favour of the Society as hereinbefore mentioned.

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

29. The said building shall always be known as "**Elyra by Puraniks**" and neither the Allottee herein nor the said Organization/Apex body, shall alter/change this name in any manner, without the prior written consent and permission of the Promoter. The Allottee hereby confirm/s and declare/s that the Promoter has before the execution here of specifically informed the Allottee that the Promoter, has conceived and coined said word, and is in the process of registering and promoting at its sole costs and expenses, a trade / service mark being "**Elyra by Puraniks**". It is hereby expressly clarified, agreed and understood that the Promoter alone shall have the entire right,

title, benefit and interest in respect of the said trade/service mark, and neither the Allottee/s nor the said Society shall have any right, title, benefit or interest in respect of the same, and the Promoter alone shall be entitled to use the same in any manner it deems fit and proper, including in respect of any other project undertaken by it, and neither the Allottee nor the said Society shall raise any dispute or objection in this regard.

30. The Allottee shall use the said Apartment and every part thereof or permit the same to be used only for the purpose of residence or such other purpose sanctioned by Local Authority and Planning Authority and on such terms and conditions imposed by such Authority and in accordance with the rules and regulations for the time being in force of such authority and also Society

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

32. It is agreed and understood by the Allottee that during the period of construction, the Allottee and/ or his/her family member/s or any other person/s on his/her behalf shall not enter the site and/ or building(s) till 30 days before the expected date of completion and any visit during this period by the aforesaid person/s shall be solely at the risk of the Allottee and the Promoter shall not be responsible and/ or liable for any untoward incident or accident.

33. The show Apartment, which, if shown at the time of booking, was just for display to have a firsthand visual experience of the Apartment, for all prospective customers. The said show Apartment might also have interior decoration work, to enable the prospective customer to know proper utilisation of the space. The intention of the show Apartment is to give prospective customers a firsthand experience of Apartment and optimal utilisation of space and is not intended for any other purpose. The Apartment sold herein under this Agreement is without any interior fixtures and fittings as shown in the show Apartment, unless stated in this Agreement. The apartment will not be provided with those fixtures, fittings and materials as shown in the show Apartment.

**34. INDEMNIFICATION BY THE ALLOTTEE**

The Allottee shall indemnify and keep indemnified the Promoter and hold the Promoter harmless against all actions, claims, demands,

proceedings, costs, damages, expenses, losses, liabilities (including its professional fees in relation thereto) whatever nature incurred or suffered by the Promoter directly or indirectly due (a) Any act and omission by the Allottee by making any change in the said apartment, which may damage the said building or any warranty/guarantee given for water proofing and thereby make the Promoter liable.(b) impair enforcement or preservation of any right of the promoter under this agreement.(c) any breach or default by the Allottee in performance of any or all of the obligations under this agreement. (d) Any injury to any property or person or death of person howsoever arising related to use and occupation of the said Apartment, which is directly or indirectly result of negligence, act or omission of the Allottee or his agents, servants, tenants, guests, invitees or any person or entities under this control or (e) the Allottees non-compliance of any restrictions/instruction/manner for use and occupation of the said Apartment or any of the amenities/equipment within the said complex.

### **35. REGISTRATION AND STAMP DUTY**

- a. The Allottee shall bear and pay the cost of registration and stamp duty payable on this Agreement, as also any other document/s as may be required to be executed for duly recording the transaction hereby envisaged. The Allottee shall present this agreement at the proper registration office for registration within the time prescribed under the Registration Act and shall give a proper notice in this behalf to the Promoter, whereupon the Promoter Representative will attend such office and admit execution thereof. It is specifically made clear that it is not the responsibility of the Promoter to register this Agreement, and the Allottee will not hold the Promoter liable for non-registration of this agreement and all consequences flowing from it.
- b. In addition to the above charges, at the time of registration of conveyance of the said building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable by the said Society on such conveyance or any document or instrument of transfer of the said Building. At the time of registration of conveyance of the said property, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society on such conveyance or any document or instrument of transfer in respect of the said property to be executed in favour of the Society.
- c. In case of conveyance of the said property in favour Society if required to be executed before the disposal off all the Apartments by the Promoter in said project, the Promoter shall join in as a

member of the said Organisation. As and when such Apartments are sold, to the persons of the choice and at the discretion of the Promoter, the Organisation and/or Apex Body shall admit such Allottee/s as members of such Organisation without charging any premium or any other extra payment for the same, save and except entrance fees.

- d. All costs, charges and expenses including but not limited to Stamp Duty, Registration Charges to be executed by the Promoter in respect of any documents for transferring said property and buildings in favour of the Organisation as well as the entire professional cost of the Advocates of the Promoter in preparing and/or approving all such documents shall be borne and paid by the Organisation or proportionately by the members of such Organisation. The Promoter shall not contribute any amount either for stamp duty, registration charges or any other amount towards such transfer even if the Promoter might have accepted membership of such an Society as is envisaged *inter alia* by the foregoing clause.
- e. If any further stamp duty is demanded by the Superintendent of Stamps or any other Authorities then paid on this agreement, the Allottee shall pay the said additional stamp duty and penalty / interest if applicable.

### 36. **BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from delivery of this agreement to the Allottee and secondly, pay stamp duty and registration charges and appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter.

37. This Agreement alongwith all schedules and annexures constitutes the entire agreement between the parties hereto, and supersedes the terms and conditions of the application form, allotment letter all prior representations, inducements, correspondence, arrangements, understanding or agreements, oral or otherwise, between the parties with respect to the subject matter hereof. Allottee is specifically aware that all representations by advertisement in newspaper, brochure, leaflet, booklet, website were just made for promotion of the project and amenities disclosed therein are not part of this project unless specifically stated in the Schedule hereunder written and Allottee will not make any claim based on any advertisement made by the

Promoter. No addition to, deletion of or deviation from the provisions of this Agreement shall be binding unless in writing and duly signed by the parties hereto. The terms of this agreement shall not be altered or added to nor shall anything be omitted from this agreement except by means of agreement in writing duly signed by the parties hereto.

**38. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES**

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

**39. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

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

**40. FURTHER ASSURANCES**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction and for protecting and preserving the right and interest of the Promoter or for securing the due fulfillment of the provision hereof on the part of Allottee. The Allottee further hereby agree and undertake on demand to do, execute and deliver and cause to be done, executed and delivered all acts, deeds, things, matters, documents, letters, writings and papers as may be reasonably required by the Promoter for further better and more perfectly protecting or preserving the rights and interest of the Promoter or for securing the due fulfillment of the provisions hereof on the part of Allottee.

**41. PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office and the Allottee at Thane after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with

the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Thane.

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

43. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D or notified Email ID/Under Certificate of Posting at their respective addresses specified in this agreement. It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

**44. NOMINATION**

In case of death or in case of incapacity of the Allottee (Due to any physical ailment or otherwise) Allottee hereby authorize Mr. \_\_\_\_\_ and Mr. \_\_\_\_\_ (Nominee) who are related as \_\_\_\_\_, as his /her nominee, who will be entitled to said Apartment. Promoter is entitled to deal with said nominees as authorized representative of the Allottees. The said Allottees if required pay the balance payment i.e. any amount unpaid and also be entitled for possession of the said flat. In case the Promoter deals with the nominees and hands over the possession of the said flat to the Nominees. The Promoter will be indemnified against any costs, charges and expenses that the Promoter may suffer due to any claim by any persons as legal heirs/ representative of the Allottees, and all such costs and expenses incurred by the Promoter will be a charge on the said Apartment.

**45. JOINT ALLOTTEES**

a) That in case there are Joint Allottees, all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her, which shall, for all intents and purposes, to be considered as properly served on all the Allottees.

b) In case of Joint Allottee and on the death of one of the Allottees (**Deceased Allottee**), the parties hereby agree that the remaining

Allottees (**Surviving Allottee**) will be entitled to the said apartment. The Surviving Allottee will fulfil all obligations and liability under this agreement and will also be entitled to the benefit that may arise from this agreement.

c) The parties further agreed that on payment of entire consideration by the Surviving Allottee, the Promoter will handover vacant and peaceful possession of the said Apartment to the Surviving Allottee. The handing over the possession of the said apartment to the Surviving Allottee will discharge the liability of the Promoter under this Agreement.

d) The Surviving Allottee hereby further agrees to keep indemnified and hereby indemnifies and keep harmless the Promoter and/or its successors in title of, from and against any loss, damages, demand, action, dispute, claim, costs, charges and expenses of any nature suffered or sustained by the Promoter due to any claim made or which may hereafter be made on the said Apartment by any legal heir and representative of the Deceased Allottee and further agree to pay Promoter and/or its nominees and/or successors in title all cost, damages, charges and expenses arising due to claim of Deceased Allottee.

#### 46. **SEVERABILITY**

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

#### 47. **DISPUTE RESOLUTION**

Any dispute between parties shall be settled amicably. If parties fail to settle the dispute amicably, then dispute will be referred to the Real Estate Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

#### 48. **GOVERNING LAW**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and courts in Pune will have the jurisdiction for this Agreement

49. Save as is expressly provided hereinabove, this agreement shall always be subject to the provisions of the Maharashtra Ownership (Regulation for Promotion of Construction, Sale, Management and Transfer) Act, 1963 and Real Estate (Regulation and Development) Act, 2016 and the Rules made thereunder and/or any other enactment and/or amendment thereof.

**FIRST SCHEDULE ABOVE REFERRED TO :**

piece & parcel of land bearing Old Survey No. 52 New Survey No. 63 Hissa No. 1 admeasuring area 1390 sq. meters (**First Property**) and Old Survey No. 52 New Survey No. 63 Hissa No. 2/B admeasuring area 250 sq. meters(**Second Property**) both lying being and situate at Village Mogharpada, Taluka & District Thane and bounded as under :-

Towards East :

Towards West :

Towards North :

Towards South :

**SECOND SCHEDULE ABOVE REFERRED TO :**

**INTERNAL SPECIFICATIONS IN THE SAID APARTMENT**

- 1) Vitrified tiles flooring in all rooms
- 2) 2' high Dado Above kitchen platform
- 3) Granite kitchen platform with single bowl SS sink (without drain Board)
- 4) Toilet with ceramic tiles for flooring and Dado upto lintel level
- 5) Flush doors for bedroom and Main door with WPC frames
- 6) CP fitting in all toilets
- 7) Sanitary fitting in all toilets
- 8) Concealed wiring with modular electrical switches
- 9) Acrylic emulsion paint on internal walls /ceiling
- 10) Cement paint on external walls.
- 11) Passenger lift (2nos) and Stretcher lift (1 no)

Disclaimer:- The Promoter have sole discretion to choose the Brand/Type/Model/Material, the Allottee will not have any right to insist upon particular equivalent Brand/Type/Model/Material. All the material will be subject to availability in the market. Further if due to change in trend to use any particular material, type, colour etc Promoter at its sole discretion has right to change the same. Natural material like stone, marble, wood will not have same texture and varies and at time it does not bound properly with the wall, the Allottee will

not hold Promoter responsible for unbounding or uniformity of the natural material.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

A.) Description of the common areas provided:

Sr. No.	Types of Common areas provided	Proposed Date of Occupancy Certificate	Proposed date of handover for use	Size/area of the common areas provided	Phase Name Number
1	NIL	NIL	NIL	NIL	NIL
2	NIL	NIL	NIL	NIL	NIL

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

Sr. No.	Types of facilities/ amenities to be provided	Phase Name Number	Proposed date of Occupancy Certificate	Proposed date of handover for use	Size/area of the common areas provided	FSI Utilisation or Free of FSI
1	Lift lobby				1.5m. wide	FSI utilisation
2	2nos. Staircase				1.5 m. wide	FSI utilisation
3	2nos.Passenger Lift, 1-fire man lift				1.90 x 1.80 & 2.30 x 2.30	Free of FSI
4	Refuge area				22.32 sq.mt.	Free of FSI

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

Same as above table -A.

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

	Types of Opens space RG/PG to be provided	Phase Name/ Number	Size / area Open Space to be provided	Proposed date of availability for use.	Proposed date of handing over to the common organization
1	NIL	NIL	NIL	NIL	NIL
2	NIL	NIL	NIL	NIL	NIL

E.) Details and specifications of the lifts:

Sr.No.	Type Lift (passenger/ service/stretchers/goods/ fire evacuation/ any Other	Total no of lifts Provided	Number of passengers or carrying capacity in weight(kg)	Speed (Mtr/Sec)
1	Passenger lift	2nos.	8nos. each	2.50
2	Fire man lift	1no.	10nos.	2.50

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND  
SUBSCRIBED THEIR HANDS AND SEAL THE DAY AND YEAR FIRST  
HEREINABOVE MENTIONED.**

COMMON SEAL OF THE within named "Promoter")

M/s Neelshilp Constructions Pvt. Ltd )

pursuant to the Resolution Passed by )

its Board of Directors in its meeting held )

in the presence of Managing Director ) For **M/s Neelshilp Constructions  
Pvt. Ltd**

**Mr. Shailesh Gopal Puranik** Or )

**Mr. Yogesh Govind Puranik** )

who has token of the affixation of the ) **DIRECTOR**

Common seal hereunto set his hands )

In the presence of

1. \_\_\_\_\_ )

2. \_\_\_\_\_ )

SIGNED & DELIVERED by the )  
Within named 'ALLOTTEE/S' )

Mr. \_\_\_\_\_ )

Mrs. \_\_\_\_\_ )

In the presence of

1. \_\_\_\_\_ )

3. \_\_\_\_\_ )

**RECEIPT**

Received on the day and year first )

hereinabove mentioned the aforesaid )

sum of Rs. \_\_\_\_\_/- in Cash / )

by Cheque / Draft No. \_\_\_\_\_ )

dated \_\_\_\_\_ drawn on the \_\_\_\_\_ )

\_\_\_\_\_ Bank )

\_\_\_\_\_ Branch before execution of )

this agreement. ) **Rs.** \_\_\_\_\_/-

**WE SAY RECEIVED**

**FOR M/s Neelshilp Constructions Pvt.**

**(Director)**

**Annexure I****Part 1**

Sr. No.	Details
Date of execution	_____

**Annexure I****Part 2****(Details of the Allottee/s)****The Details of the Allottee/s is/are as below:**

a. Sh./Smt. \_\_\_\_\_

S/D/W of Sh. \_\_\_\_\_

Resident of \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

PAN \_\_\_\_\_

Email Id : \_\_\_\_\_

b. \*Sh./Smt. \_\_\_\_\_

S/D/W of Sh. \_\_\_\_\_

Resident of \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

PAN \_\_\_\_\_

Email Id : \_\_\_\_\_

(\*To be filled In case of joint Allottees)

(hereinafter singly/ jointly, as the case may be, referred to as the 'Allottee' which expression shall unless repugnant to the context or meaning thereof, be deemed to include his heirs, executors, administrators, legal representatives, successors, nominees and permitted assigns of the) OTHER PART.

**Annexure I****Part 3**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Details</b>
<b>1</b>	<b>Flat No.</b>	
<b>2</b>	<b>RERA Carpet Area</b>	
<b>3</b>	<b>Exclusive area being deck/balcony (If any)</b>	
<b>4</b>	<b>Floor No.</b>	
<b>5</b>	<b>Building or the said Building</b>	
<b>6</b>	<b>Project</b>	
<b>7</b>	<b>Car Park (If allotted)</b>	Car parking spaces bearing Nos. _____ admeasuring _____ sq. ft. having _____ ft. length x _____ ft. breath x _____ ft. vertical clearance and situated at Basement and/or stilt and /or podium being constructed in the layout for the consideration of Rs. _____ /-.
<b>8</b>	<b>Possession Date</b>	

**Annexure II**

The copy of the commencement certificate dated November 17, 2025

**Annexure III**

MahaRERA Registration Certificate

**Annexure "IV"**

Copy of Title Certificate

**Annexure V.**

The property register card/7/12 extracts (collectively)

**Annexure VI**

## Payment Schedule

<b>"Elyra by Puraniks"</b>		
<b>Milestones</b>	<b>% Due</b>	<b>% Cumulative Due</b>
On Booking	10%	10%
On Agreement	20%	30%
On Initiation of Foundation	10%	40%
On Initiation of Plinth	5%	45%
On Initiation of 1st Slab	3%	48%
On Initiation of 3rd Slab	3%	51%
On Initiation of 5th Slab	3%	54%
On Initiation of 7th Slab	3%	57%
On Initiation of 9th Slab	3%	60%
On Initiation of 11th Slab	3%	63%
On Initiation of 13th Slab	2%	65%
On Initiation of 15th Slab	2%	67%
On Initiation of 17th Slab	3%	70%
On Initiation of Blockwork on the said floor	4%	74%
On initiation of Gypsum work on the said floor	3%	77%
On Initiation of Concealed Plumbing on the said floor	2%	79%
On Initiation of Waterproofing work on the said floor	3%	82%
On Initiation of Kitchen Platform on the said floor	4%	86%
On Initiation of Tiling work on the said floor	3%	89%
On Initiation of Aluminium Windows on the said floor	2%	91%
On initiation of Internal Painting on the said floor	3%	94%
On Initiation of Lift-work	2%	96%
On initiation of external painting	2%	98%
OC Application	2%	100%
<b>Total</b>	100%	

**Annexure VII**

The typical floor plan of said Apartment