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AGREEMENT FOR SALE

THIS AGREEMENT is executed at Mumbai/Thane this ____ day of _____ in the Christian Year Two Thousand ____ **BETWEEN Shree Khidkaleshwar Property Developers Private Limited**, a company incorporated under the provisions of Companies Act, 1956 having its registered address at 205, Commerce House, 140, Nagindas Master Road, Fort, Mumbai - 400 023 hereinafter referred to as the "**Promoter/Owner**" (which expression shall unless it be repugnant to be context or meaning thereof be deemed to mean and include its successors and assigns) of the **ONE PART;**

AND

SHRI/SMT/M/S. _____
_____ of Mumbai,
Indian Inhabitants, having his/her their/its address at

_____,
hereinafter referred to as the "**Allottee** " (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors, administrators and in the case of a firm the partners constituting the said firm the survivors and the heirs, executors and administrators of the last surviving partner and in the case of a company its successors) of the **OTHER PART:**

W H E R E A S:

- (i) The Promoter (formerly a partnership firm known as 'Shree Khidkaleshwar Land Developers), have by and under various conveyances executed by different owner/s of the one part and the Promoter of the other part have purchased and acquired various pieces and parcels of lands being lying and situate at village Sagarli, Taluka and District Thane and more particularly described as Firstly in the First Schedule hereunder written (hereinafter collectively referred to as the "**said Larger property**"). In the aforesaid premises and circumstances, the Promoter have become owner and/or seized and possessed of and/or otherwise well and sufficiently entitled to the said Larger property and development rights thereof.
- ii) By Virtue of the said conveyances the Promoter alone have sole and exclusive right to develop the said Larger property and to construct building/s thereon and to

enter into agreements for sale of flats/shops/Apartments etc. and to receive and appropriate the sale proceeds in respect thereof.

- iii) The Promoter herein being Shree Khidkaleshwar Property Developers Private Limited was formerly a partnership firm registered under the provisions of Indian Partnership Act, 1932 and was known as Shree Khidkaleshwar Land Developers. By a Deed of Reconstitution of Partnership dated 23rd December, 2013 and a Supplementary Deed dated 26th February, 2014, Shree Khidkaleshwar Land Developers was reconstituted and the name of Shree Khidkaleshwar Land Developers changed to Shree Khidkaleshwar Property Developers (“**said firm**”).
- iv) For the sake of smooth working, better and effective management and improvement / advancement of business, the partners of the said firm agreed and resolved in their meeting dated 3rd February, 2014 that all the members of the said firm being a Joint Stock Company within the meaning of the said term as defined by Section 566 of the Companies Act, 1956 should register the said Joint Stock Company under Part IX of the Companies Act, 1956 as a Company limited by shares for carrying on the business of the said firm in a Joint Stock Company and to abide by and subject to declaration and regulation contained in the Memorandum and Articles of Association and of the Companies Act, 1956. Accordingly the said then partnership of the Owner has been converted into and registered as a Private Company limited by shares under the provision of Chapter IX of the Companies Act, 1956 and the Registrar of Companies Mumbai, Maharashtra has issued a certificate of Incorporation dated 18th March, 2014 recording incorporation

thereof having Corporate Identity No. U45400MH2014PTC254482.

- v) Pursuant to the aforesaid conversion of Shree Khidkaleshwar Property Developers (formerly Shree Khidkaleshwar Land Developers) being a partnership firm into a private company limited by shares being Shree Khidkaleshwar Property Developers Private Limited, the said Larger property as more particularly described under Schedule hereunder written now vest with the Promoter Shree Khidkaleshwar Property Developers Private Limited being Owner herein as per the provisions of Companies Act, 1956.
- vi) The Promoter is entitled to construct buildings on the Larger property in accordance with the Recitals hereinabove.
- vii) The Promoter is undertaking the development of the Larger property in a phase-wise manner.
- viii) The Promoter has proposed to construct **Building No. 2** in the project known as 'River Wood Park' is a phase on the portion of the land more particularly described in Secondly of the First Schedule hereunder written and referred to as "the Development Land".
- ix) The said project has been registered as a 'real estate project' ("the Project") with the Real Estate Regulatory Authority ("Authority"), under the provisions of the Real Estate (Regulation and Development) Act, 2016 ("RERA") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("RERA Rules"). The Authority

has duly issued the Certificate of Registration No. P51700004997 dated 09.08.2017 for the Project

- x) The Promoter have appointed an Architect and a Structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the Structural Engineer (or any suitable replacements / substitutes thereof) till the completion of the Real Estate Project;
- xi) A copy of the Approval and Commencement Certificate No. 95/135 TMC/TDD/319 dated 07.03.2014 issued by the Thane Municipal Corporation is annexed hereto and marked as Annexure "1" . The Approval from time to time has been amended and the same will be amended by the Promoter.
- xii) The Allottee has demanded inspection from the Promoter and the Promoter has given inspection to the Allottee of all documents of title relating to the said Larger property including Development land, including all the documents mentioned in the recitals herein above and also the plans, designs and specifications prepared by the Promoter's Architects, the certificate of title, revenue records and all other documents at specified under the RERA and the Rules and Regulations made thereunder and has satisfied himself/herself/themselves in that regard.
- xiii. The Allottee is/are desirous of purchasing a residential premises / flat / office / shop bearing No. _____ on the _____ floor of the Real Estate Project (hereinafter referred to as the "said Apartment").
- xiv. The carpet area of the said Apartment is _____ sq. mtrs equivalent to _____ sq. ft. (Carpet Area) and

carpet area means the net usable floor area of an apartment, excluding the area covered by the external walls, area under services shafts, exclusive balcony of _____ sq. mtrs. equivalent to _____ sq. ft. or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

- xv. The authenticated copy of the plan of the Apartment, is annexed and marked as Annexure “2” hereto.
- xvi. Copy of the Title Certificate/Report on Title of the Advocate Mahendra P Bhatt certifying the right/entitlement of the Promoter is annexed hereto and marked as Annexure “3” hereto (“the said Title Certificate”).
- xvii. Further, (i) the requisite approvals and sanctions, for the development of the Real Estate Project from the competent authorities are obtained / being obtained, and (ii) approvals and sanctions from other relevant statutory authorities are applied for and/or in process of being obtained and/or obtained by the Promoter.
- xviii. The Promoter has accordingly commenced construction of the Real Estate Project in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove.
- xix. The Promoter has agreed to sell to the Allottee and the Allottee has agreed to purchase and acquire from the Promoter, the said Apartment, at or for the price of **Rs.** _____/- (**Rupees** _____ Only) (“Sale Consideration”) and upon the terms and conditions mentioned in this Agreement. Prior to the

execution of these presents, the Allottee has paid to the Promoter a sum of **Rs.** _____/- (**Rupees** _____**Only**), being Earnest amount/part payment or deposit of the Sale Consideration of the said Apartment agreed to be sold by the Promoter to the Allottee (the payment and receipt whereof the Promoter doth hereby admit and acknowledge).

xx. Under Section 13 of the RERA, the Promoter is required to execute a written agreement for sale of the said Apartment with the Allottee i.e. this Agreement, and is also required to register this Agreement under the provisions of the Registration Act, 1908.

xxi. In accordance with and subject to the terms and conditions set out in this Agreement, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase and acquire, the Apartment and the garage/covered parking (if applicable)].

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

1. The Promoter shall, under the normal conditions and subject to the availability of the required building materials construct and complete the said building/s as per the said plans, designs, and specifications seen and approved by the said Allottee, with such variations and modifications as the Promoter may consider necessary or may be required by any public authority to be made in them. So long as the area of the said premises (agreed to be acquired by the Allottee from the Promoter) is not altered, the Promoter shall be at liberty (and are hereby permitted) to make variations in the layout/elevations of the property and/or of the

building/s including relocating the open spaces/all structures/buildings/garden spaces and/or varying the location of the access to the said building as the exigencies of the situation and the circumstances of the case may require. The Allottee is aware that the Promoter has presently obtained only a part sanction of the development project and the further sanction in respect of the further and balance FSI potential is pending and the plans will accordingly be amended from time to time including for dealing with and taking into account planning constraints. The Allottee hereby expressly consents to such amendments and variations as if the said amendments and variations had been incorporated in the approved plans and the consent hereby granted shall be deemed to be granted under the provisions of Section 7 of the Maharashtra Ownership Flats Act, 1963 and Section 14 of the Real Estate (Regulation and Development) Act, 2016 as may have been and may be notified from time to time. The Allottee agrees to execute such further consents if and when required by the Promoter and/or the Planning Authority for recording the Allottee consent to amendments to the approved plans and the layout so long as the area of the premises to be allotted to the Allottee remains unchanged save and except to the extent of + or - 3% of the agreed area.

2. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agree to sell to the Allottee, one premises bearing Flat/Shop No. ___ on the ___ Floor of carpet area admeasuring _____ sq. mtrs. equivalent to _____ sq. ft. as defined under RERA alongwith enclosed balcony if any admeasuring ___ sq. mtrs. equivalent to _____ sq. ft. as per approved plans as shown in the plan thereof, copy whereof together with Approval and the Commencement

Certificate issued by Thane Municipal Corporation of the said "Building No.2" to be constructed on the property described as Secondly in the First Schedule hereunder written alongwith ____ garage/covered parking/ parking in enhanced parking tower (hereinafter referred to as "the said premises") for the aggregate price of **Rs.**_____-/- (Rupees _____ only) including Rs.____ (Rupees NIL) being the proportionate price of the common areas and facilities appurtenant to the premises. The nature, extent and description of the common/limited common areas and facilities are more particularly described in the Second Schedule hereunder written.

3. The Allottee hereby agrees to pay to the Promoter, the amount of the purchase price of **Rs.** _____/- (**Rupees** _____ **only**) in the following manner:

(a) By paying **Rs.** _____/- (**Rupees** _____ **only**) as Earnest Money or Deposit on or before the execution of this Agreement;

(b) (i) **Rs.** _____/- (**Rupees** _____ **only**) within 7 days of completion of construction of the plinth of the said Building / to be paid on or before _____;

(ii) **Rs.** _____/- (**Rupees** _____ **only**) to be paid in ____ equal installments, on casting of each of the slabs of the said building in which

the said premises is situated within 7 days from the date of intimation about the casting;

(iii) **Rs.** _____ /- (**Rupees** _____
_____ **only**)

to be paid within 7 days from the date of intimation about the completion of the brick work of the said premises;

(iv) **Rs.** _____ /- (**Rupees** _____
_____ **only**)

to be paid within 7 days from the date of intimation about the completion of the internal plastering;

(v) **Rs.** _____ /- (**Rupees** _____
_____ **only**)

to be paid within 7 days from the date of intimation about the completion of the external plastering;

(vi) **Rs.** _____ /- (**Rupees** _____
_____ **only**)

to be paid within 7 days from the date of intimation about the completion of the flooring work of the said premises;

(vii) **Rs.** _____ /- (**Rupees** _____
_____ **only**)

to be paid within 7 days from the date of intimation about the completion of the plumbing work of the said premises;

(viii) **Rs.** _____ /- (**Rupees** _____
_____ **only**)

to be paid within 7 days from the date of

intimation about the completion of the electrical work of the of the said premises;

(c) **Rs. _____/- (Rupees _____**

only) being the balance purchase price, within 7 days from the date on which the Promoter gives to the Allottee, a written intimation that the said premises is ready for occupation irrespective as to whether the Allottee takes possession thereof or not. The Sale Consideration above excludes taxes payable by the Allottee consisting of tax by way of GST, Value Added Tax, Service Tax and cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the project upto the date of handing over the possession of the said Apartment. The time for each of the aforesaid payments as well as other payments to be made by the Allottee to the Promoter shall be the essence of the contract. The Promoter though not bound to forward to the Allottee the intimation of the Promoter having carried out the aforesaid work at the address given by the Allottee under this Agreement and the Allottee will be bound to pay the amount of installments within eight days of Promoter dispatching such intimation by Courier or Ordinary Post at the address of Allottee as given in these presents. The Promoter has represented that the installments hereinafter paid by the Allottee shall be deposited in Shree Khidkaleshwar Property Developers Pvt. Ltd. Riverwood Park Bldg. No. 2 ACC I, A/c. No. **777705300001** an account specified for the said Real Estate project and shall be utilized in accordance with the guidelines and provisions of the Real Estate (Regulation and Development Act, 2016) and the Rules formed thereunder; The list of specification and amenities to be provided in the

premises agreed to be purchased by the Allottee is described in the Fourth Schedule hereunder written.

- (d) The Promoter has allowed a rebate for early payments of the installments payable by the Allottee by discounting such early payments by which the respective installment has been preponed and/or mutually worked out between the Promoter and the Allottee and accordingly the payments under 3(b) have been worked out by the Parties hereto. In view of the rebate and discount offered and granted to the Allottee, the Allottee has agreed to make timely payments of the installments at 18% per annum in the event of delay in payment, without prejudice to the rights of the Promoter to terminate the Agreement in terms of clause 5 hereof contained.
- (e) Any tax as a sale or otherwise in whatever form either as a whole or in part or any inputs or labour or material or equipment used or supplied in execution of or in connection with this transaction including tax/cess/charges/G.S.T., etc. shall be payable by the Allottee alongwith payment of each installment and/or on demand.
- (f) The Allottee being required to deduct any TDS in respect of the payment of the Sale consideration under this Agreement under the Income Tax Provisions as may be applicable, the Allottee on deduction will promptly pay the same in the Income Tax Treasury and will within 15 days therefrom furnish to the Promoter the requisite Tax Deduction Certificate.
- (g) The amount/consideration paid by the Allottee to the Promoter shall be appropriated firstly towards taxes payable by him/her/their, then towards interest payable for all outstanding installments towards consideration in respect of the said apartment, cheque bounce charges, if any, then any administrative

expenses and lastly towards consideration/ outstanding dues in respect of the said Apartment.

4. 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 the said plans or thereafter and shall before handing over possession of the premises to the Allottee, obtain from the concerned local authority, Occupation Certificates in respect of the said premises.
5. The Allottee confirms that the installments payable by the Allottee and all amounts payable under these presents shall be paid on the respective due dates without any delay or default as time in respect of payment of installments and in respect of all amounts payable under these presents by the Allottee to the Promoter is the essence of the contract. If the Allottee delays or defaults in making payment of any of the installments or amounts, the Promoter shall be entitled to interest at the rate of 18% per annum on all such amounts and installments from the date of default till payment and/or receipt thereof by the Promoter without prejudice, to their other rights in law and under these presents. It is further agreed that on the Allottee committing default in payment of either the installments or any other amount or amounts under these presents on the due date (including his/her proportionate share of taxes, rates, cesses, other charges, betterment charges and all other outgoings) the Promoter shall be entitled at their option to terminate this Agreement PROVIDED AND ALWAYS that the power to terminate herein contained shall be exercised by the Promoter after giving the Allottee 15 days prior notice in writing of their intention to terminate this Agreement and specifying

the breach or breaches of the terms and conditions on account of which the Promoter intend to terminate the Agreement and if the Allottee continues the default in remedying such breach or breaches after the expiry of the stipulated period of fifteen days from the date of such notice from the Promoter the Agreement shall stand ipso facto terminated without any further notice. It is further agreed that upon termination of this Agreement as stated herein the Promoter shall refund to the Allottee the installments of the said price which the Allottee may till then have paid to the Promoter less a sum of 20% of the total price of the Flat which amount shall stand forfeited without the Promoter being liable to pay to the Allottee any interest on the amount so refunded. Upon termination of this Agreement, the Promoter shall be at liberty to dispose off and sell the said premises to such person or persons of such price and on such conditions as the Promoter may desire and think fit in their absolute discretion and the Allottee shall have no right in that behalf. The Allottee agrees that the Promoter are not bound to give notice for payment of amounts due under these presents on their respective due dates mentioned herein and the failure thereof shall not be pleaded as an excuse for non-payments of any amount or amounts on their respective due dates. The Allottee further agrees that the Promoter will be liable to refund the amounts as hereinabove stipulated on termination of the Agreement only after Promoter sells the said flat/premises and at a price not below the price agreed to be sold to the Allottee. In the event of the Premises/Flat being sold at a price below the purchase price agreed with the Allottee herein then in such event the shortfall will be made good by the Allottee and the Promoter will be liable to refund only such balance amounts after taking into account the

shortfall and the 20% forfeiture amount and to which the Allottee agrees as evident from the execution hereof. The Allottee after consulting his legal advisors has agreed to the specific agreed terms relating to termination of this Agreement taking into account the fact that the Promoter has granted considerable rebate and discount while agreeing upon the purchase consideration as well as the installment of payment as stipulated under clause 3 above.

6. (a) It is expressly agreed that the possession of the said premises will be handed over by the Promoter to the Allottee by **31st Oct' 2020** provided the Promoter have received the full purchase price of the said premises and other amounts payable by the Allottee to the Promoter under these presents and provided the construction by the Promoter is not delayed on account of non-availability of steel, cement or other building material, water or electric supply and no act of God, Civil Commotion, Riot, War force majeure, strike/ lockout/ layoffs of the labour of the Promoter or of the manufacturers/ suppliers of building materials or other natural calamity or any notice, Order, Rule, Notification of the Government and/or any other Public Body and/or Competent Authority has disturbed the construction schedule of the Promoter and there is no delay in issue of occupation certificate and/or Building completion Certificate by the Thane Municipal Corporation and/or Planning Authority and for such other similar reasons and/or circumstances beyond the control of the Promoter. In the event of there being delay in completion of construction and handing over possession on account of reasons beyond the control of the Promoter, the Promoter will not be held responsible for the same and the Allottee shall not make any claim for damages or compensation on account of delayed possession in

view of such delay being on account of reasons beyond the control of the Promoter.

b) If the Promoter is unable to give possession of the said premises by the dates stipulated hereinabove then the Promoter agree that they shall be liable on demand by the Allottee to refund to the Allottee the amounts already received by them in respect of the said premises with simple interest at the rate of 9% per annum from the date of Promoter having received the sum till the dates the amounts and interest thereon is repaid by the Promoter to the Allottee. It is agreed that upon demand for refund of the said amount together with interest as stated hereinabove Allottee shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against Promoter or against the said premises or against the said property in any manner whatsoever and the Promoter shall be entitled to deal with and dispose off the said premises to any person or party as the Promoter may desire at their absolute discretion;

c) The Allottee shall pay such escalation as may be levied by the Promoter in the event of the cost of construction standing enhanced by 10% or more or any account of any premium, additional premium and/or development charges being levied by the Planning Authority/competent authority. In the event of the Allottee failing to pay such escalation, the same will constitute a breach and result in termination of the Agreement.

7. a) The Allottee shall take possession of the premises within 7 days of the Promoter giving written notice to the Allottee intimating that the said premises are ready for use and occupation. Upon the possession of the said premises being delivered to the Allottee, he/she shall be entitled to the use and occupation of the said premises. Upon the Allottee taking possession

of the said premises he/she shall have no claim against the Promoter in respect of any item of work in the said premises which may be alleged not to have been carried out or completed and it is agreed that all such claims of the Allottee against the Promoter shall be deemed to have been waived and/or given up by the Allottee.

b) 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 3% (three percent). The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter in the event of any change in the carpet area. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money if paid by Allottee within forty-five days. If there is any increase in the carpet area allotted to Allottee, the Allottee will on demand pay the excess money in respect of the additional area to the Promoter.

8. The Project has been mortgaged to Reliance Home Finance Ltd., (RHFL) and the sale is subject to the terms of the conditional no objection (NOC) issued by RHFL. The Promoter will be free to change the Financial Institute/assistance in future without any consent from the Allottee.
9. The Allottee hereby agrees, accepts and confirms that the Promoter proposes to develop the Whole Project of the Larger Land (by utilization of the full development potential) and develop the same in phase-wise manner and undertake multiple real estate projects therein in the manner more particularly mentioned hereunder

and as depicted in the layout plans, proformas and specifications constituting the Proposed Layout Plan and the Proposed Potential and Allottee has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard. The Allottee further agrees, accepts and confirms that if the Promoter is not able to consume the entire FSI or TDR or premium FSI or any other FSI by whatever name called then in that case the Promoter can avail load and utilize the said balance FSI on the redevelopment of the old buildings of the complex or sale the said F.S.I. / TDR in the open market.

10. a) Commencing a week after notice is given by the Promoter to the Allottee that the premises are ready for use and occupation, the Allottee shall be liable to bear and pay the proportionate share of outgoings in respect of the said land and building namely local taxes, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary of and incidental to the management and maintenance of the said land and building including the charges payable to the Facility Management Agency [FMC] as is/if proposed to be appointed by the Promoter for the maintenance of the Building, Common Areas and Club House. Until the Society is formed and the said land and building transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter. The Allottee further agree that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs._____/ - per month towards the outgoings. The Promoter undertake to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th

day of each and every month in advance and shall not withhold the same for any reasons whatsoever. At the time of being placed in possession the Allottee will deposit with the Promoter 24 months advance outgoings on the basis of the tentative outgoings amounts as would be conveyed to the Allottee by the Promoter. The Allottee and/or their proposed Society will not require the Promoter to contribute proportionate share of the maintenance charges of the premises with or without garage/parking and other areas attached thereto which are to be constructed or which are not sold and disposed off by the Promoter. The Promoter will pay only the Municipal Assessments in respect thereof if charged by Municipal Authority, however if permissible in law will also be entitled to the refund of the Municipal Taxes on account of the vacancy of the unsold premises.

b) The Promoter have proposed to provide in the Whole Project (alongwith other Buildings) a equipped Club House including a Swimming Pool and in respect whereof the Allottee shall be required to pay to the Promoter a sum of Rs._____/ - alongwith applicable Taxes as an non refundable Club Membership/Admission Fee at the time of being placed in possession of the said Premises which amount will be appropriated by the Promoter in reimbursement of the costs and expenses, incurred in relating to the Club House without any obligation to furnish any accounts in regard thereto. The Allottee is also put to notice and is aware and accepts that the Club House/Swimming Pool shall be completed and provided by the Promoter only after the entire project is completed and it is only thereafter that the Allottee will be entitled to avail the benefit thereof. Besides the said amount the Allottee will also be required to pay the annual maintenance subscription as may be

charged by the Promoter or the FMC for maintaining the said Club House. The Allottee will also every five years make a payment of such sum as may be decided by the Promoter/FMC/Club House Operator for refurbishing of the Club House and Swimming Pool. Upon making full payment of all amounts due under this Agreement and completion of all the whole project, the Flat Purchaser/s shall be entitled to use the facilities of the "CLUB HOUSE" including Swimming Pool, which is proposed to be constructed on a portion of the said Property under the control of FMC or any other person nominated by the Promoter. The membership shall be permitted to the individual Purchaser/s of the Premises only on payment of fees as decided by the Promoter/ FMC /Club House Operator from time to time. Similarly, charges for any guests shall be determined by the Promoter / FMC / Club House Operator. The membership will be subject to the terms and conditions, rules and charges, as may be framed /levied from time to time by the Promoter/FMC/ and the operator(s) of "the CLUB HOUSE". The Flat Purchaser/s undertakes to be bound by the rules framed by the Promoter/FMC with regard to the Club House in the Property and the Allottee hereby waives his right to raise any objection in this regard. The right to use the facilities at the Club House including swimming pool shall be personal to the Purchaser/s of the Premises in the Building and shall not be transferable in any manner to any third person or party whatsoever, save and except stated hereinafter. The Allottee shall besides the said amount be obliged to pay the charges, if any, levied by the FMC/operator of the Club for general maintenance and specific service(s) availed of by the Allottee. It is clarified that the facilities in the Club House shall have usage charges in addition to the said club membership

charges and same shall be payable by the Allottee, as specified by the Promoter/FMC/Club Operator, along with applicable taxes, if any. It is also expressly agreed and understood by the Allottee that only a maximum of five members of the Flat Holders family will be entitled to avail of the Club House facility and all additional family members will be required to pay guest charges. On the sale and transfer of the Flat by the Allottee the Incoming Purchaser/Transferee shall be entitled to the membership of the Club in place of the Allottee subject to transfer charges if any as may be then payable to the Promoter or FMC or Club Operator. The Allottee is also aware and agrees that the Club may be not be ready for use and operational for a period upto 12 (Twelve) months after Date of Offer of Possession or until all the Buildings in the property are ready and complete whichever is later and will not arise any objection or grievance in that regard.

c) The Allottee is aware that the common areas and amenities as also the Club House and a swimming pool to be provided, shall be maintained and managed by the Promoter/ a Facility Management Company (FMC) appointed by the Promoter for a period of five years or as per discretion of the Promoter in accordance with the contract provisions of the FMC/Club Operator and the Society and/or the Flat Holder will be bound to honour and abide with the contract made by Promoter with the FMC/Club Operator and thereafter, as may be mutually decided by the Promoter. The Allottee alongwith the other Purchaser/s of the Premises shall be bound to avail of the services provided or arranged by or through the Promoter /FMC at a cost or charges that may be fixed by the FMC/Club Operator and will not be entitled to seek any rebate in any charges, maintenance etc. on account of not availing the Club House facilities. All

common costs, charges and expenses that may be claimed by the Promoter/FMC/ Club Operator shall be to the account of and borne by the Purchaser/s of the Premises in the Building. These common costs shall be shared by all such Flat Purchaser/s on pro-rata basis determined by the Promoter and/or FMC and/or Club Operator, which determination shall be binding on the Purchaser/s. Notwithstanding the initial appointment of the FMC/Club Operator being the Promoter, the Promoter shall not be liable or responsible for any deficiency in services provided by the FMC/Club Operator.

11. Notwithstanding what is contained herein to contrary, it is expressly agreed between the Promoter and the Allottee, that the Promoter shall be entitled to utilize and enjoy either personally or through any nominee/s all area or areas forming part of the said Larger land as properly as may be available from time to time including areas reserved for public utility including recreation etc., by utilizing the same as the Promoter may deem fit and the Promoter will be entitled inter alia to construct Recreation Centre, Health Club, Club House, Hotel and carry on such other activity or activities as the Promoter may desire on professional and/or commercial basis and the ownership of the such constructed area including right to own, manage run and conduct such area with right to transfer or assign benefit thereof and to recover and appropriate consideration received therefrom.
12. The Allottee agree and bind themselves on or before the delivery of the possession of the said premises, to pay to the Promoter the following amount alongwith applicable taxes (if any):
 - (a) **Rs. 20,000/-** for legal charges;

- (b) **Rs. 6,00/-** for share money, application entrance fees of the society;
- (c) **Rs. 10,000/-** for formation and registration of the society;
- (d) **Rs. _____/-** being approximately 24 months provisional outgoings for the payment of proportionate share of provisional maintenance, charges, outgoings, which will include Municipal and other taxes and charges of water bills, common electric bill, etc.;
- (e) The Allottee agree to pay to the Promoter, a sum of **Rs. _____/-** on account and towards the amount of the expenses and deposit payable to the Thane Municipal Corporation as Water Meter Deposit and Electricity supply company for the Electric Meter to be installed on the said Flat/Terrace or covered parking space of the Allottee and Sub station provided.
- (f) **Rs. 50,000/-** towards Non-Refundable Club House Membership Fee.
- (g) **Rs. _____/-** towards development charges and premiums levied by the Planning Authorities in the course of grant of development permissions.
- (h) **Rs. _____/-** as a Civic Governance.
- (i) **Rs. _____/-** towards Development of infrastructure expenses and etc.

The Promoter shall utilize the sum of **Rs. 30,000/- (Rupees Thirty Thousand Only)** paid by the Flat Holders/Purchaser to the Owners/Developer under Sub-Clause (a) and (c) hereinabove, for meeting all legal costs, charges and expenses, including professional costs of the Advocates of the Promoter in connection with the formation of the said society, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this agreement. The

aforesaid deposit/payments shall not carry any interest. The Allottee shall not ask for any refund or any account of the said amounts from the Promoter. The amounts so paid by the Allottee to the Promoter under (b), (d) herein shall not carry any interest and the promoter shall give the account of the said amount at the time of handing over the management of the said building to the proposed society. The amounts paid under (e) to (i) above will stand appropriated absolutely by the Promoter without being required to account for the same in any manner whatsoever. The Promoter confirms that the maintenance and outgoings to be paid by the Allottee will be calculated on the basis of the proportion of the carpet area of the said premises to the carpet area of the entire building.

The Allottee shall on or before taking possession of the said Apartment pay Rs. 10,000/- for 24 months in advance to the Promoter to meet the future maintenance of internal Layout, Roads, Recreation areas, street lighting etc. and for the purpose of maintenance and upkeep of recreation areas and other facilities. It is clarified that the said amount of Rs. 10,000/- is not by way of consideration for acquiring the said Apartment by the Allottee but for the purpose of lumpsum payment of future maintenance in respect of the aforesaid area. It is also repeated and confirmed that the Promoter will make arrangement for the aforesaid maintenance work and make diligent efforts in that behalf. However, the Promoter shall not be liable for any act of commission or omission or failure in future maintenance or repairs of internal layout, roads, street lighting and other areas by the reason of the fact that the aforesaid amount is paid by the Allottee to the Promoter and the Promoter will

endeavor in reasonable manner to provide for the same.

The Allottee hereby agrees that in the event of any amount being levied by way of premium and other charges, betterment charges, and/or development tax, security deposit, charges for the purpose of giving water connection, drainage connection and electricity connection charges/payable to the Thane Municipal Corporation and/or to State Government, M.S.E.D.C.L. or any private electricity provider, other taxes and/or payments of a similar nature becoming payable by the Promoter, the same shall be paid by the Allottee to the Promoter in portion of the area of the said Apartment. It is agreed betterment charges referred to hereinabove shall mean and include pro-rata charges which the Allottee may be called upon to pay by the Promoter in respect of installation of water line, water mains, sewerage line, sewerage mains, electric cable, electric substation making and maintaining of internal roads and access to the project land, drainage layout and all other facilities till charge of the Development land is handed over to the Society/Organization of the Allottee of the Apartment in the Development land.

13. The Allottee shall not use the said premises or any part thereof or permit the same to be used for purpose other than residence. He shall not use the parking space if allotted to the Allottee as an additional amenity for the purposes other than for keeping or parking the Allottee's own motor car/vehicle. The Allottee is fully aware that the parking if allotted to the Allottee will be subject to the rules and regulations as may be framed by the Co-operative Housing Society or Promoter and the Allottee agrees to abide with the same.

14. The Allottee shall not store in the said premises any goods which are hazardous, combustible or dangerous in nature or so heavy as to damage the construction or structure of the Building or are objected to by the concerned local or other authorities, and shall not carry or cause to be carried heavy packages to the upper floors which are likely to damage the staircases, common passages or any other structure of the Building including entrances of the premises and the Allottee shall be liable for the consequences of breach of this clause.
15. a) The Promoter hereby represents to the Allottee as follows:
- i) In terms of and as set out in the title report annexed to this agreement the Promoter are well and sufficiently entitled to carry out development upon the said land and also has actual physical and legal possession of the said land.
 - ii) The Promoter have lawful rights and requisite approvals from the competent Authorities to carry out development of the said property and shall obtain requisite and further approvals from time to time to complete the development of the said property and to avail of the entire development potential thereof in terms of the Development Control Regulations;
 - iii) There are no encumbrances upon the said land save and except those as may be disclosed in the title report;
 - iv) There are no litigations pending before any Court of law with respect to the said land which restrain the development of the property or the making of this Agreement save and except those disclosed in the title report;
 - v) All approvals, licenses and permits issued by the competent authorities with respect to the said building/wing under construction 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 said land and said building/wing and the further buildings to be constructed shall be obtained from the Planning Authority in accordance with law;

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 land and the said premises which will, in any manner, affect the rights of Allottee under this Agreement;

viii) 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 land except those disclosed in the title report.

b) The Allottee have prior to the execution of this Agreement satisfied himself/ herself/itself/ themselves about the title of the Promoter to the said land described in the First Schedule hereunder written and have absolutely accepted the same.

c) The Allottee has also prior hereto satisfied themselves of the F.S.I. available and presently consumed and balance potential available on the said land described in the Schedule hereunder written, having inspected the sanctioned building plans. The Allottee are informed and are aware that the Promoter

will be utilizing further FSI as would be available and sanctioned by the Planning Authority from time to time under various provisions of the Development Control Rules as may be modified and amended from time to time and the Allottee aware of the same and as disclosed in the manner herein contained records that he/she/it/they have no grievance in respect thereof of any notice whatsoever.

16. The Allottee shall from the date of possession, maintain the said premises at his/her/their/its own costs in good and tenantable repairs and shall not do or suffer to be done anything in or to the said premises the staircases and/or common passages which may be against the rules and/or regulations and/or bye-laws, rules or regulations of the Municipality, or local bodies or any other authority nor shall the Allottee change, alter or make additions and/or alterations in or to the buildings or any part thereof or change the user thereof. The Allottee shall be responsible for violation or breach of this provision and hereby agrees to save harmless, indemnify and keep indemnified the Promoter as well as such Co-operative Society against any action and liability of any nature whatsoever on account of any such breach, defaults, commission or omission on the part of the Allottee.
17. As per the statutory requirement Centralized/ Individual Sewage Treatment Plant (STP) shall be operated and managed by the Promoter and/or agency appointed by the Promoter. The said STP will supply treated water to the building/s on the scheduled times, depending upon the availability of the water. The usage of such treated water will be measured by water meter and the said agency/Promoter shall charge and claim cost from individual allottee, per month and the Allottee will be liable to pay the said

charges when claimed levied. The installation, operation and maintenance cost of the said STP irrespective whether the treated water is used or not by the Allottee will be payable proportionately by the Allottee alongwith all other Allottee/s in the building. Any default in making payment under these presents will be treated as a breach of the terms and conditions on the part of the Allottee under this Agreement and will result in consequences of breach not limited to termination of these presents.

18. The Promoter shall be at liberty to sell, assign, transfer, convey or otherwise deal with their right, title or interest in the said property and/or in the building to be constructed thereon and mortgage the same provided it does not in any way affect or prejudice the area of the Allottee in respect of the said premises and provided the mortgage if averted is released to the extent of the Allottee's premises at the time of handing over possession thereof. The Promoter shall not hereafter mortgage or create any charge on the said premises agreed to be acquired by the Allottee.

19. The Allottee shall permit the Promoter and their servants and agents with or without workmen and others at all reasonable times to enter into and upon the said premises or any part thereof to view and examine the state and condition thereof and the Allottee shall make good within three months, of the giving of a notice, all defects, decays and wants of repairs of which such notice in writing shall be given by the Promoter to the Allottee. The Allottee shall also permit the Promoter and their servants and agents with or without workmen and others at all reasonable times to enter into and upon the said premises for the purposes of repairing any part of the building and for the purpose of making repairs, maintaining,

rebuilding, clearing, lighting and keeping in order and condition all services, drains, pipes, cables, water courses, gutter, wires, party wall, structures or other conveniences belonging to or serving or used for the said building also for the purpose of laying, maintaining, repairing and reinstating drainage and water pipes and electric wires and cables and for similar purposes.

20. It is clearly understood and agreed by and between the parties hereto that the Promoter shall have the unqualified and unfettered right to allot on ownership basis or otherwise to any one of their choice the terrace above the top floor of the said building subject to the necessary means of access to be permitted so as to reach the water tanks of the building. The Allottee of such terrace shall be entitled to make use of the same for all legitimate purposes whatsoever.

IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that the terrace space if any, in front of or adjacent to any of the Flats of the said "Building No. 2" shall belong exclusively to such Allottee and such terrace spaces are intended for the exclusive use of the said terrace Allottee.

21. The Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and other, at all reasonable times to enter into and upon the said land and premises or any part thereof to view and examine the state and condition thereof.
22. The Promoter shall have first lien and charge on the said premises agreed to be acquired by the Allottee in respect of any amount payable by the Allottee under the terms and conditions of this Agreement.

23. If at any time after entering into this Agreement and/or after handing over possession of the said premises, the floor space index is increased by the Government or the Thane Municipal Corporation or any other public Body or authority or T.D.R. F.S.I. additional FSI is permitted to be consumed on the said property and as a result thereof the Promoter become entitled to avail of the said increase and construct additional floors, and/or additional structures on the said property or if otherwise the Promoter become entitled to construct additional floors, areas, or additional structures on the said property by paying of premium or otherwise howsoever the Promoter shall be entitled to do so and shall be entitled to sell the additional floors, areas or such additional structures to be constructed by them on the said property to the prospective Flat Holders thereof even if the conveyance/lease has in the meantime been executed in favour of such Co-operative Society and that such prospective purchasers of the other premises shall have right to and that they shall also be admitted as the members of such a Co-operative Society that may be formed of all the Promoter of other premises in the said building and/or on the said property.
24. The Promoter shall always have a right to get the benefit of additional FSI, fungible / premium FSI and additional development rights that they may be entitled to in future for construction on the said property from Thane Municipal Corporation, amend layout and also to put up additional structures/buildings as may be permitted by the Thane Municipal Corporation and other competent authorities such structures/buildings will be the sole property of the Promoters alone and the Allottee shall not be entitled to raise any objection or claim any

abatement in the price of the said Apartment agreed to be acquired by him/her/them.

25. The Promoter reserve for itself at its nominees, assigns and grantees the rights to the full, free and complete right of way and means of access over, along and under all the internal access roads in the layout and the common right of ways at all times by day and night for all purposes and also to lay and connect drains, pipes, cables and other amenities necessary for the full and proper use and development of the said property and the layout and if necessary to connect the drains pipes cables etc. under or over or along the land appurtenant to each and every building, provided that the Promoter shall use reasonable efforts to ensure that the Allottee/s' enjoyment of the said premises is not prevented.

26. (a) The Allottee hereby covenant, agree and undertake to sign such consent letters and other papers as may be required by the Promoter from time to time for availing of the benefit of construction of the additional floors area and/or structures as per the rules and regulations of the local authority;

(b) The Allottee shall from time to time sign all applications, papers and documents, and do all such acts, deeds, matters and things as the Promoter and/or the society may require for safeguarding the interest of the Promoter and/or the Flat Holders and the other purchasers of the said premises in the said building.

27. The M.S.E.D.C.L or TATA Power Limited or any other Government or Private electricity provided or authority requires a sub- station Transformer etc to be put on

the stipulated property, the costs, charges and expenses of the land and structure thereof shall be borne and paid by all the purchasers of the premises in the said building including the Allottee herein in proportion with the area of their respective premises.

28. The Allottee hereby agree and bind themselves to pay to the Promoter or to the said Society when formed, as the case may be, such amounts as may be required to be paid in respect of the Society Office Charges, Garden, Cable Charges, development charges and similar other disbursements as and when demanded by the Promoter and the same shall be paid by all the Purchaser of the flats.

29. (a) The Allottee hereby agrees and binds himself to pay to the Promoter or to the said Society when formed, as the case may be, such amounts as non-interest bearing deposit or otherwise as may be required to be paid in respect of Electricity meter deposit, water meter charges, Gas Meter deposits and similar other deposits/disbursements as and when demanded by the Promoter and the same shall be borne and paid by all the Purchasers of the flats in proportion to the area of respective flats;

(b) The Allottee agree to pay to the Promoter within 7 days on demand the Allotte's Share of such deposit;

(c) The Development and/or betterment charges premium, development tax, Security deposit or other levy by the concerned local authority, Government and/or any other public authority

in respect of the said land and/or buildings along with all the purchasers of flats in the Building in proportion to the floor area of their respective premises.

(d) Any default in making payment of the amounts due under (a) to (c) above will be deemed to be a default and breach of this Agreement on the part of the Allottee and will result in the termination of this Agreement and forfeiture of the moneys paid under these presents.

30. The Promoter or any person or persons nominated by the Promoter or the party/s to whom the rights concerned under this clause are assigned shall have an absolute right to make additions, put up additional structures as may be permitted by the Municipal Corporation and other competent Authority and such additions, alterations and structures will be the sole property of the Promoter or their nominee or nominees as the case may be who will be entitled to dispose off the same in any way they choose and the Allottee hereby consents to the same. The Promoter and/or their nominee or assigns shall be entitled to display advertisements or hoardings or sign boards or neon signs on any portion of the compound comprised in the said premises including the terrace walls, parapet walls dead wall and compound walls and shall be exclusively entitled to the income that may be derived by display of the said advertisements or hoardings at all times hereafter. The Promoter and/or their nominees or assigns shall also be entitled to install V-Sat Antenna and Broadcasting and Communication Towers on the Terrace of the buildings and to appropriate the entire income or consideration in respect thereof for themselves. The Agreement with the Allottee in the said building shall be subject to the aforesaid rights of the Promoter or their nominee or

nominees or assignees and the Allottee shall not be entitled to raise any objection or to any reduction in the price of the flat/garages agreed to be acquired by him/her/them/itself and/or compensation or damages on the ground of inconvenience or any other ground whatsoever AND IT IS HEREBY AGREED that the Promoter shall be entitled to nominate any other person or persons to obtain the benefit of the rights and interest conferred by this clause or to assign such benefits, rights and interest in favour of other persons. Such nominee or assignee shall be admitted as member/s of the said Co-operative Society, to whom the said Building will be transferred in pursuance of the provisions hereinafter contained provided further that neither of the Flat Holders or the Society, shall be entitled to charge the Promoter and/or its nominee or assignees any amount by way of maintenance or otherwise in respect of the rights and benefits conferred upon them by this clause.

31. (i) The Promoter hereby declare that they are presently constructing the proposed building as per the floor space index available in respect of the said property and if, however, there is any increase in floor space index available in respect of the said property or in the event of the Promoter proposing to avail of any additional FSI as may be permitted to be consumed by availing of any other provisions of the Development Control Regulation, the Promoter alone shall be entitled to utilize such additional floor space index by constructing additional floor/s on the said building as may be approved by the local authority or Government of Maharashtra or other competent authority. The residual F.S.I. if any, in the said property available but not sanctioned will be available to the Promoter even after the registration of the society as well as the transfer of the said property and building and the

Promoter will be entitled to utilize the same by constructing on the said property. The Purchaser/s agree/s and undertake/s to permit and give the Promoter all facilities for making any additions, alterations or to put up any additional structures or floors, on the said property even after the said society or limited company is formed and registered to enable the entire FSI and or other benefit being utilised by the Promoter on the said property. The Flat Holders /Purchaser will not be entitled to any rebate and/or charge for alteration and additions made in the said Building.

ii) It is hereby expressly clarified, agreed and understood between the parties hereto that:

a) The Promoters are entitled to use the available FSI and T.D.R., for construction of the building/s on the said Entire Property.

b) The entire unconsumed and residual F.S.I. and T.D.R., if any in respect of the said building to be constructed on the said building on the said Property and the entire increased, additional and extra F.S.I. which may be available at any time hereafter in respect thereof for any reason whatsoever including because of change in the status, D. P. Plan, Rules, Regulations and bye-laws governing the FSI as also the F.S.I. which may be available as aforesaid on any account or due to any reason whatsoever, including on account of handing over to the Government or the Municipality any set back area, and/or due to any change in law, rules or regulations, shall absolutely and exclusively belong to and be available to Promoter and neither the Allottee herein, nor the Organization of Flat Holders shall have or claim any rights, benefits or interest whatsoever including for use and consumption in respect thereof and/or of

inconvenience and/or of light and ventilation and/or density and environment and/or of water and electricity;

c) The Promoter, shall have the full right, absolute authority and unfettered discretion to use, utilize and consume the aforesaid FSI and TDR respectively for constructing any new and additional structures and floors thereon, and/or otherwise howsoever, as the Promoter may desire and deem fit and proper and as may be legally permitted, whether now or at any time in future. It is expressly agreed that in case of vertical expansion of the said building by way of additional floor/s, the Promoter shall be entitled to shift the water tank/s, dish antenna/s, relay station for cellular and satellite communications etc., either over and above such additional floors and/ or extension or such other place/s as the Promoter may deem fit and proper. In the event of separate Buildings to be constructed in the property the Promoter shall be entitled to shift and relocate the compulsory open space, recreation grounds etc. and the Allottee does hereby irrevocably authorize the Promoter in that regard and agrees not object to any modification and amendments to the layout plans as may be required by Promoter to consume the additional FSI/TDR on the said property.

d) All such new and additional tenements, units, premises buildings and structures shall absolutely and exclusively belong to the Promoter, and neither the Allottee herein, nor the Common Organization of Flat Holders shall have or claim any rights, title, benefits or interests whatsoever in respect thereof, and the Promoter shall be entitled to deal with, sell, let or otherwise dispose of and transfer the same in any manner, to any person/party of its choice, for

such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, and neither the Allottee nor the Common Organization shall raise any dispute or objection thereto and the Allottee hereby grants his/her/their irrevocable consent to the same;

- e) The Common Organization of Allottee shall admit as its members all Purchaser/s's of such new and additional units/premises/ tenements whenever constructed on the said building.
- f) The Promoter shall be entitled to grant any Right of Way or license of any right through, over or under the said property to any person or party including occupant, Purchaser/s or person entitled to any area or areas in any building(s) which may be construction by the Promoter on the said property or any other adjoining property or properties to the said property or to any other person as the Promoter may desire or deem fit.

32. It is further agreed by the Allottee that they shall not at any time either at the time of carrying out the interior works or otherwise make any changes in the elevation, facade elements or elements supporting facade, that the window above the ledge should be retained to avoid leakage in side of the said Premises and that the gap between the ledge and structural glazing should not be closed and that there should not be any change in this regard, there should not be any tampering for the existing services like plumbing, electrical, etc in the service duct areas, there should not be any tampering to any R.C.C. members like columns, beams, slabs, etc., there should not be any tampering of the smoke seal, no work is allowed in the Electrical or Plumbing duct under any circumstances

and breach of the same will result in termination of this Agreement. The Allottee shall only cover the windows with safety grills in the manner, specification and design as suggested by the Promoter and as per the sample already placed on the site. The Allottee will not make any changes in the common areas of the Building and any such act will constitute a breach of this Agreement.

33. The Allottee shall at his own costs carry out all internal repairs of the said premises and maintain it in the same condition, state and order in which it was delivered to the Allottee and shall not do or suffer to be done anything in or to the said premises which may be against any rules, regulations and bye-laws of the concerned local authority or other public authorities and the Allottee shall be responsible to the concerned Local Authorities and/or the other public authorities for anything so done in connection with the said Building and/or the said premises and shall be liable for the consequences thereof.
34. The Allottee shall not do or permit to be done any act, deed, matter or thing which may render void or voidable any insurance of the building in which the said premises are situated or cause any increased premium to be payable in respect thereof. The Allottee shall not decorate the exterior of his/her/its/their flat otherwise than in the manner agreed to with the Promoter or in the manner as far as may be in which the same was previously decorated.
35. The Allottee shall not throw dirt, rubbish, rags or refuse or otherwise permit the same to be thrown in any portion of the Building or the compound in which the said premises are situated.

36. (a) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said premises or of the said plot and building or any part thereof. The Allottee shall have no claim save and except in respect of the premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, stair cases, terraces, recreation spaces, etc. will remain the property of the Promoter. It is agreed that the Allottee will have no objection if the Promoter decide to allot any portion under the stilt to the persons not being the Purchasers of the premises in the said building. The Allottee and the Proposed Society shall admit the said Purchaser as their nominal members. The Allottee will not take any objection if the Prospective purchaser enclose or cover their respective portion under the stilt subject to necessary permission from Thane Municipal Corporation or other concerned authorities;
- (b) Nothing contained in these presents shall be construed to confer upon the Allottee any right, title or interest of any kind whatsoever into or over the said buildings or Development land or any part thereof or any part of the said property and such conferment shall take place only on the execution of the Deed of Lease /Conveyance hereinafter mentioned in favor of the co-operative Society of the Allottee/Purchaser/Flat Holder/s of different flats/garages/ parking spaces in the building as hereinafter stated;
- (c) The parking space if reserved for the Allottee will be subject to the rules and regulations as may

be framed by the Co-operative Society of Allottee and the Allottee will be required to abide with all such rules, regulations and directions as may be imposed by the Co-operative society of Allottee.

- (d) The Allottee is also aware that the Promoter have already allotted to some other Purchaser/s as and by way of an additional amenity the exclusive right to park vehicles / cars in the open space passed for parking vehicles, podium, stilt and parking floor areas shown in the plan hereto. A list of such exclusive rights which has already been given to the Allottee and the Allottee herein hereby unconditionally accepts and confirms the same and agrees not to oppose the grant of such exclusive rights to park at any time hereafter and specifically agrees to vote in favour of creation of such exclusive rights if at any stage any voting takes place on a resolution passed in this regard at any meeting at the time or after the formation of the society or other body in the meeting of the society or otherwise, whether General Body Meeting or of any Managing Committee in respect thereof or otherwise in any manner whatsoever including by circular resolution. These exclusive rights to park vehicles / car as aforesaid are both inheritable and transferable and will stand attached to the said premises the same being an amenity and the same shall not be transferred by the Allottee otherwise than with the transfer of the said premises or to such other member or holder of premises in the building which thereupon will be treated as an amenity attached to the Transferee's premises. The Allottee agrees and undertakes to support any

further exclusive rights to park that may be created by the Promoter herein in favour of the Purchaser/s of Flats which may be hereinafter made without any objection whatsoever and also agrees and undertakes not to object to and to specifically vote in favour of such exclusive rights in any resolutions that may be put up for passing in the General Body Meetings or Managing Committee Meeting of the society or other body in the meeting of the society or otherwise in any other meeting. The Allottee is aware that specifically relying on the aforesaid assurances and undertakings, the Allottee is specifically granted exclusive rights to park as and by way of an additional amenity as stated herein. The Agreement shall be treated as an irrevocable consent to the Promoter granting such exclusive rights to flat purchasers. Agreed further that the irrevocable consent given herein shall be treated as an affirmative vote of the Allottee and the Allottee would be deemed to have assented to any resolution put up by the society or Managing Committee or body referred to hereinabove.

- (e) The Allottee will bear and pay increase in local taxes, water charges, insurance and such other levies, if any which are imposed by the concerned authorities and/or Government and/or other Public authority, on account of change of user of the Aptment by the Allottee to any purpose other for purpose for which it is sold.

- 37. The Allottee agrees not to transfer, assign, or part with his/her interest in the said premises until the payment of the entire purchase consideration

hereunder and/or after obtaining the prior written consent of the Owner.

38. The Allottee and person to whom the said premises are let, sub-let, transferred, assigned or given possession of, shall from time to time sign all applications, papers and documents and do all acts, deeds and things as the Promoter and/or the Co-operative Society as the case may be, require for safeguarding the interests of the Promoter and/or of the other purchasers of the premises in the building, in keeping with the provisions of the Agreements.
39. The Allottee and the persons to whom the said premises are sub-let, let, transferred, assigned or given possession of shall duly and faithfully abide by, observe and perform all the rules, bye-laws and regulations which the Co-operative Housing Society at the time of registration may adopt, and the additions, alterations or amendments thereof for the protection and maintenance of the said building the said premises and other portions therein and for the observance and carrying out of the Building rules and regulations and the bye-laws for the time being of the Municipality and to the local authorities and of the Government and other public Bodies. The Allottee and the person to whom the said premises are let, transferred, assigned or given possession of, shall duly and faithfully abide by, observe and perform all the stipulations and conditions laid down by such co-operative society regarding the occupation and use of the Building and/or the premises therein and shall pay and contribute regularly and punctually towards the taxes, expenses and the other outgoings under any head and of any nature whatsoever in accordance with the terms of this Agreement.

40. (a) The Allottee hereby agree and undertake to become and be a member of the Co- operative Society or Association to be formed in the manner herein appearing and also from time to time to sign and execute the application for registration and for membership and other papers and documents necessary for the formation, and the Registration of the Co- operative Society and for becoming a member including the bye-laws of the proposed Co- operative Society within 4 (four) days of the same being forwarded by the Promoter to the Allottee and no objection shall be taken by the Allottee, if any changes or alterations or amendments or modification are made in the draft bye-laws as may be required by the Registrar of the Co-operative Societies or any other Competent Authority or by the Promoter. The Allottee shall be bound from time to time to sign all papers and documents and to do all acts, deeds, matters and things as may be necessary from time to time for safeguarding the interest of the Promoter and/or the other Flat Holders of the said other premises in the said Building or in the said compound;
- (b) No objection shall be taken by the Allottee, if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative societies or any other Competent Authority;
- (c) That the Society shall always be known as **“RIVERWOOD PARK BUILDING NO. 2”** CO- OPERATIVE HOUSING SOCIETY" if so approved by Registrar of Co-operative Societies or such other name as may be approved by the Promoter

and the name of the Co-operative Society or Limited Company or Condominium of Apartments to be formed shall bear the said name and this name shall not be changed without the written permission of the Promoter;

41. The Allottee hereby covenants that from the date of possession he/she shall keep the said premises the walls and partition walls, sewers, drains, pipes and appurtenances thereto belonging to him/her in good condition and tenantable repair and conditions and protect the parts of the building other than his/her/its/their premises and shall abide by all bye-laws, rules and regulations of the Government, Thane Municipal Corporation, Electric Supply Company and/or any other authorities and local bodies and shall attend, answer and be responsible for all actions for violations of any such conditions or rules or bye-laws.

42. The Allottee along with the other Flat Holders who take or have taken the other premises in the said building being constructed by the Promoter in the said Development land shall become member of a Co-operative Society to be incorporated or formed by the Promoter as the case may be and on the Deed of Lease or Conveyance or such other Assurance being executed in respect of the Development land, the rights of the said Allottee will be recognized and regulated, by the provisions of the said Co-operative Society and the rules and regulations formed by the said Society, but subject to the terms of this Agreement. The Allottee is aware that once more than 51% of Flat/premises in the buildings are sold and the entire consideration in respect thereof received by the Promoter, the Allottee will be required to subscribe to the Society and/or such other Association of Flat

Holder as may be proposed to be formed and for the said purpose will fully co-operate with the Promoter and execute all forms, declarations, applications and documents as may be required in the matter.

43. On the completion of the said building and other structure and the entire Development of the larger land as well as the other buildings proposal in the said property described Firstly in the First Schedule hereunder written including with that of any other adjoining properties as may have been amalgamated and merged with the said property and on receipt of by the Promoter of the full payment of all the amounts due to them by all the Allottees of the said premises in the said Building and other structures (if permitted) and after the receipt of the Occupation Certificate of all the Buildings, the Allottees shall co-operate with the Promoter in forming and registering a Co-operative Housing Society, (in the event of such Society or Association, not till then having been formed) the rights of members of such Co-operative Society being subject to the rights of the Promoter under this Agreement and the Deed of Lease or Conveyance or such other Assurance in respect of the Development land and as may be decided by the Promoter to be executed in pursuance thereof. When the Co-operative Society is registered and all the amount due and payable to the Promoter are paid in full as aforesaid and the development of the Development land is completed in all respects including the issue of the Building Completion Certificate, the Promoter shall within three months thereafter either execute a Deed of Lease/Conveyance and other necessary assurances of the said building being "**Building No. 2**" with land appurtenant thereto being the Development land described as Secondly in the First Schedule hereunder written and forming a part of the said entire property

described as Firstly in the First Schedule hereunder written in favor of the Co-operative Society along with a suitable provision for user of the internal roads as a means of access to the larger land it being agreed that such Deed of Lease/Conveyance and the other necessary assurances shall be in keeping with the terms and provisions of this Agreement. The Promoter shall alone decide whether Deed of Lease or a Deed of Conveyance in respect of the said property or portion thereof being the building and appurtenant land will be executed in favour of the Co-operative Society and as to how and in what manner the infrastructure including the common utility areas are to be used by the various Flat Purchasers/Flat Holders and members of the Ultimate Body or Organization. The Allottee is aware that the Promoter is developing the project in phase wise matter hence, the Promoter may during the pendency of the entire development convey/lease only the completed building to the Society if formed and after completion of all buildings may convey/lease the land to a Federation of Societies of all the buildings.

44. In the event of the Co-operative Society being formed and registered before the sale and disposal by the Promoter of all the premises in such building and in the compound, the powers and authority of the Co-operative society so formed or of the Allottee and the Flat Holders of the premises shall be subject to the overall authority and control of the Promoter in respect of any of the matters concerning the said building, the construction and completion thereof and of all amenities pertaining to the same and in particular the Promoter shall have absolute authority and control as regards the unsold premises and the disposal thereof. The Promoter of the said unsold premises will also be entitled for membership of the Society on payment of

the entrance fee and share subscription fee and the Society shall not be entitled to levy any premium or transfer charge while admitting the said Promoter as members. The Society shall also not be entitled to seek any contribution from the Promoter towards maintenance charges in respect of the unsold Flat and premises in the event of the Promoter handing over management of the Building to the Society prior to sale of all the premises.

45. (a) The Stamp Duty and Registration Charges and all other out of pocket expenses of and incidental to this agreement shall be borne and paid by Allottee alone and this Agreement shall be lodged for Registration by the Allottee within the time prescribed under law and the Promoter will attend the Sub-Registry Office and admit the execution thereof after the Allottee informs them the date and Serial Number under which it is lodged for registration. If the Allottee fail/s to lodge this Agreement for Registration within the time prescribed by law, the Promoter shall not be responsible for the same or for any consequences arising from non- registration of the Agreement for any reason whatsoever. The Allottee shall also be liable to bear and pay the proportionate stamp duty and registration charges that may be payable on the said Deed of Lease as the case may be. The Allottee will deposit with the Promoter the necessary amount for the purpose whenever demanded and in any event before he/she/it/they is/are put in possession of the said premises;

(b) The Allottee hereby agree to pay on demand the Allottee's Share of Stamp Duty and Registration Charges, Payable, if any, by the said Society on the Assignment or any other document or instrument of

transfer in respect of the said Real Estate Project land and buildings to be executed in favor of the Society.

46. In the event of the Society of Flat Holders being formed and registered before the Sale and disposal by the Promoter all the flats, garages, parking spaces, shops in the said building, the power and authority of the Society shall be subject to the overall control and authority of the Promoter in respect of any of the matter concerning the said property and/or the said building, the construction and completion thereof and all the amenities appertaining to the same and in particular the Promoter shall have absolute authority and control as regards the unsold flats, terrace, parking spaces (Open or Covered) and any other premises and the disposal thereof and the consideration for which the same shall be disposed off. It is further agreed that the Promoter of the said unsold premises shall be admitted as members of the Society without levy of any premium or transfer fee. The Society in such event will only be entitled to levy share subscription amounts and membership application fee.

47. After all the buildings in the project River Wood Park are completed and are ready and fit for occupation and after the Society or Limited Company is formed/incorporated and all the premise in the said company has been sold and disposed off by the Promoter and after the Promoter have received all dues payable to them by the Purchasers/Allottees, the Promoter shall in accordance execution of separate Lease Deeds in respect of portions of the said property which have been developed phase wise including the Development Land and execute a deed of Lease and/or Conveyance or any other suitable document of transfer

in favour of the federation of Societies (as herein provided) of the said land more particularly described as Firstly in the First Schedule hereunder written together with all the buildings of the Societies constructed thereon after deducting the area under D.P. Road, Road Set Back, D.P. Reservation, Amenity space, Additional R.G. etc which are to be and/or already handed over to TMC or concerned authorities. It is expressly agreed and understood by the Allottee that the Promoter will alone decide whether to grant a Lease/Conveyance in respect of the Development land to Apex completion of development of the entire land and execute a Lease or Conveyance in respect of the said entire property in favour of a Federation of Societies and the decision of the Promoter in this regard will be binding on the Allottee.

48. All letters, receipts and/or notices issued by the Promoter dispatched under Certificate of Posting, Ordinary Post or Courier to the address known to them of the Allottee shall be sufficient proof of the receipt of the same by the Allottee and shall completely and effectually discharge the Promoter. In the event of Joint Allottee or Purchaser the communication addressed to the Allottee/Purchaser whose name appears first shall for all intents and purposes be considered as properly sent to the Allottee/Purchaser.
49. The Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats Act, 1963 and Maharashtra Ownership Flat Rules, 1964 or any modification, amendments or re-enactments thereof for the time being in force or the Maharashtra Apartment Ownership Act, 1971 whichever may be adopted by the Promoter and the provisions of the Real Estate (Regulation and Development Act, 2016), the Maharashtra Real Estate

Rules 2017 or any modification, amendments or re-enactments thereof for the time being in force any other provisions of laws applicable thereto.

50. Any delay tolerated or indulgence shown by the Promoter in enforcing the terms and conditions of this Agreement or any forbearance or of giving of time to the Allottee by the Promoter shall not be construed as waiver on the part of the Promoter of any breach of or non-observance or 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.

51. (i) Any tax as a sale or otherwise in whatever form either as a whole or in part or any inputs or labour or material or equipment used or supplied in execution of or in connection with this transaction including tax/charges/G.S.T. etc. shall be payable by the Allottee alongwith payment of each installment and/or on demand and the Promoter shall not be held liable or responsible in respect of non-payment thereof. In the event of onus and responsibility being cast upon the Promoter to pay any such tax or charge or G.S.T including as may be levied on the labour charges it shall be the obligation of the Allottee to pay the same to the Promoter who shall thereafter pay the same to the Concerned Authority. The Promoter, agree to pay such Tax, charges and/or G.S.T. as may be payable and levied by the Concerned Authorities. The Allottee shall forthwith on demand pay to the Promoter the amounts payable by the Allottee in Order to enable the Promoter to pay the same to the Concerned Authorities and any other or further amounts payable by the Allottee and the Allottee shall pay the same without any protest and there shall be a charge on the said premises for such unpaid amounts (without prejudice

to any other rights that may be available to the Promoter). Failure to pay to the Promoter the Tax/charges/GST applicable shall be deemed to be a default in payment of amount due under this Agreement. The Allottee hereby indemnifies and agrees to keep the Promoter indemnified for all times against any loss or damage or penalty or prosecution that may be occasioned to the Promoter on account of the Allottee failing to pay to the Promoter on demand the amount payable by the Allottee towards the said taxes as provided hereinabove.

- (ii) In the event of the Allottee being required to deduct any TDS in respect of the payment of the Purchase consideration under this Agreement under the Income Tax Provisions as may be applicable, the Allottee on deduction will promptly pay the same in the Income Tax Treasury and will within 15 days therefrom furnish to the Promoter the requisite Tax Deduction Certificate failing which the same will be treated as a breach of this Agreement and result in the consequences thereof.

52. All prevailing costs, charges and expenses including stamp duty and registration Charges of this agreement shall be borne and paid by the Allottee alone. The Allottee is an Investor as defined under Article-5 (g-a) (ii). In the event of assignment/transfer of the said flat within the stipulated period the Allottee as an Investor will be entitled to adjust the stamp duty as provided in the said article.

53. The Allottee hereby declare that he/she/it they has/have gone through alongwith his Advocates and/or Legal Advisor the Agreement and all the documents related to the said Premises purchased by him/her/them and has expressly understood the

contents, terms and conditions of the same and the Promoter after being fully satisfied with the contents has entered into this agreement.

54. All the disputes between the parties hereto shall be adjudicated by the court in Mumbai alone.

THE FIRST SCHEDULE HEREIN ABOVE REFERRED TO:

FIRSTLY:

ALL THAT piece and parcel of land being lying and situate at village Sagarli, Taluka Thane, Dist. Thane, and bounded as follows:

| LAND SCHEDULE | | | | | |
|--|-------|-------------------|-------|-------|------------------|
| SCHEDULE OF LAND AREA AS PER 7/12 EXT. | | | | | TABLE NO.1 |
| Sr. No. | H.NO. | AREA IN Sq. Mtrs. | S.NO. | H.No. | AREA IN Sq.Mtrs. |
| 2 | 1 | 4780 | 29 | - | 2300 |
| 5 | - | 11700 | 30 | 1 | 1110 |
| 7 | 1 | 2250 | 30 | 2 | 1950 |
| 9 | 1 | 1750 | 31 | 1 | 730 |
| 9 | 2 | 910 | 31 | 2A | 1220 |
| 11 | 2 | 990 | 31 | 2B | 200 |
| 11 | 3 | 300 | 32 | - | 2600 |
| 12 | 1 | 890 | 33 | 1 | 330 |
| 12 | 3A | 1440 | 33 | 2 | 1640 |
| 12 | 4 | 2690 | 33 | 3 | 300 |
| 12 | 5 | 600 | 33 | 4 | 1690 |
| 13 | 1 | 1700 | 33 | 5 | 3310 |
| 13 | 2 | 1100 | 33 | 6 | 630 |
| 13 | 3 | 800 | 33 | 7A | 1300 |
| 13 | 4 | 500 | 33 | 7B | 100 |
| 13 | 5 | 100 | 33 | 7C | 2290 |
| 14 | 1 | 1650 | 33 | 7D | 450 |
| 14 | 2 | 200 | 33 | 7E | 910 |
| 14 | 3 | 200 | 34 | 1 | 1650 |
| 14 | 4 | 450 | 34 | 2 | 1640 |
| 14 | 5 | 510 | 37 | 1 | 1090 |
| 14 | 6 | 510 | 37 | 2 | 1840 |

| | | | | | |
|-------------|-------|--------|-------|----|----------|
| 14 | 7 | 810 | 38 | 1A | 3000 |
| 14 | 8 | 220 | 38 | 1C | 1100 |
| 14 | 9 | 200 | 38 | 2 | 1700 |
| 15 | - | 1570 | 39 | 1 | 1700 |
| 16 | 1 | 6600 | 39 | 2A | 330 |
| 17 | 1 | 1920 | 39 | 2B | 900 |
| 17 | 2 | 2760 | 39 | 2C | 510 |
| 18 | - | 2120 | 39 | 2D | 960 |
| 19 | 1 | 860 | 39 | 2E | 100 |
| 19 | 2 | 2280 | 39 | 3 | 960 |
| 19 | 3A | 1040 | 40 | 1 | 800 |
| 19 | 3B+6B | 1570 | 40 | 2 | 900 |
| 19 | 4 | 1670 | 41 | 1 | 2070 |
| 19 | 6A | 300 | 41 | 2 | 3990 |
| 19 | 7B | 4700 | 41 | 3 | 1040 |
| 22 | 1A | 570 | 41 | 4 | 660 |
| 22 | 2 | 1420 | 42 | 1 | 1250 |
| 23 | 1 | 180 | 42 | 2A | 2010 |
| 24 | 1 | 2950 | 42 | 2B | 760 |
| 26 | 1A | 750 | 42 | 2D | 1980 |
| 26 | 2 | 4250 | 42 | 4 | 790 |
| 26 | 3 | 2430 | 43 | 1 | 530 |
| 26 | 4 | 1670 | 43 | 2 | 1370 |
| 26 | 5 | 1180 | 43 | 3 | 1180 |
| 26 | 6 | 560 | 43 | 4A | 2010 |
| 26 | 7 | 3110 | 43 | 4B | 150 |
| 28 | 1A | 1950 | 43 | 4C | 820 |
| 28 | 1B | 2940 | 43 | 8 | 2250 |
| 28 | 1C | 2730 | 43 | 9 | 760 |
| 28 | 1D | 2930 | 53 | 1 | 1270 |
| 28 | 1E | 2830 | 53 | 2 | 1110 |
| 38 | 1D | 1100 | | | |
| TOTAL | | 98,190 | TOTAL | | 68,240 |
| GRAND TOTAL | | | | | 1,66,430 |

SECONDLY:

(Description of Development Land)

All that piece and parcel of land comprising the plinth area of “**Building No. 2**” and land appurtenant to the plinth to the extent of 20’ around the periphery of the plinth and being a part of the Property described in the Firstly in the First Schedule herein above bearing Survey No. 26, Hissa No. 2 & 3 all in part.

THE SECOND SCHEDULE ABOVE REFERRED TO:
(Common and Limited Common Areas)

The nature, extent and description of the “Common areas and facilities” and of the “Limited Common Areas and Facilities” shall be as under:

- (a) Common Areas and Facilities:
- (i) Entrance lobby and foyer of the Building to the Purchasers of Flats.
 - (ii) Compound of the Building, i.e., the open space area (out of the said land described in the First Schedule hereunder written) appurtenant to the built-up area of the building; but excluding the car parking space in the compound irrevocably reserved and allotted/ to be allotted to the respective Flat Holder.
 - (iii) Overhead Terrace of the building save and except such Terrace area as may be exclusively allotted and reserved for any Flat Holders.
 - (iv) Stair cases only as a means of ingress and egress to the respective flats.
- (b) Limited Common Area and Facilities:
- (i) Staircase landing and passage on each floor shall be for common user of only Flat Holders on the particular floor.
 - ii) Parking as may be exclusively and irrevocably allotted and reserved to any Flat Holder for the limited use of such Flat Holder/Allottee as an amenity.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Specifications and Amenities)

1. Vitrified tiles flooring in entire flat.
2. Kitchen will have a granite platform with stainless steel sink.
3. Bathrooms with wash basin and ceramic Tiles dado up to door height.
4. Sanitary fixtures and concealed plumbing.
5. Aluminum sliding windows.
6. Electrical fittings, concealed copper wiring with light and power points.
7. Flush doors/panel doors with fittings.
8. Spacious well-decorated lift lobby.
9. Impressive entrance hall with security counter and intercom system.
10. Fire protection system.
11. Elevators
12. CCTV surveillance at entrance lobby of the building.

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

SIGNED AND DELIVERED)
by the withinnamed "**PROMOTER**")
M/S. Shree Khidkaleshwar)
Property Developers Private)
Limited)
Through its authorized Director)
MR. BHARAT K. SHAH)

in the presence of

- 1.
- 2

SIGNED AND DELIVERED)
by the withinnamed "**ALLOTTEE**")
SHRI/SMT. _____)
SHRI/SMT. _____)

in the presence of ...

- 1.
- 2