

DRAFT ONLY – WITHOUT PREJUDICE

ARTICLES OF AGREEMENT made at Thane this _____ day of _____ 202_____ between **Vinayak Developers** a firm registered under the Indian Partnership Act 1932 having their principal office at Meghdoot, Vallabh BaugLane, Ghatkopar (East), Mumbai – 400 077, hereinafter referred to as the “**BUILDERS**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and includethe partners for the time being of the Firm their survivors or survivor) of the ONE PART **MR./MRS./M/S**

a Company incorporated and registered under the provisions of the Companies Act 1956 / a partnership firm registered under the Indian Partnership Act, 1932 a limited liability partnership registered under the Limited Liability Partnership Act 2008/a Hindu Undivided Family residing at / having their address / having its registered office at

herein after referred to as the “**PURCHASER**”, (which expression shall unless repugnant to the subject, context or meaning thereof, shall always mean and include, in the case of individual or individuals, his/her/their respective heirs, executors & administrators, the survivors or survivor of them & the heirs, executors & administrator of the last such survivor & in the case of firm/company or any other organization, the said organization, their partners/ directors/ Owners, as the case may be, as well as its/their successor or successors & their respective permitted assigns, the members for the time being of the Hindu Undivided Family and the respective heirs executors administrators and assigns of such last survivor) of the OTHER PART.

W H E R E A S :-

1. Originally M/s. Arkay Land Development Corporation was seized and possessed of and/or otherwise well and sufficiently entitled to all that piece or parcel of land, hereditaments and Plot situate lying and being at Village Majiwade, district Thane bearing Survey No.280, Hissa No.1 (part), Survey No.280, Hissa No.1 (part), Survey No. 280, Hissa No. 4, Survey No.289, Hissa No.2 (part), Survey No. 289, Hissa No. 2 (part), Survey No. 415 (part) and Survey No. 415 (part) admeasuring 54,392 sq. mts. (53620 sq. mts as per 7/12 extracts) alongwith buildings and structures standing thereon, hereinafter referred to as the said “**Larger Property**” more particularly described in the First Schedule hereunder written.
2. By an Agreement dated 2-4-1987 as modified by Agreement dated 19-08-1987 the said M/s. Arkay Land Development Corporation had agreed to sell the said Larger Property to one Vasudev Balwant Mane and Uday Gopal Dalvi at the price and on the terms and conditions therein mentioned.
3. By a Memorandum of Understanding dated 05-06-1987 made between Vasudev Balwant Mane and Uday Gopal Dalvi of the One Part and the Builders herein of the Other Part, the said Vasudev Balwant Mane and Uday Gopal Dalvi agreed to sell and transfer the said Larger Property alongwith the benefits of the said Agreement dated 02-04-1987 & Agreement dated 19-08-1987 to the Builders on the terms and conditions therein contained.

4. Trustees of Diwalibai Mohanlal Charitable Trust claimed to be the Owners of about 7 acres and 13 gunthas out of the said Larger Property and have agreed to give the same on lease to the Society for Helpers of Mary and Ma Niketan on the terms and conditions contained in the Agreement dated 19-02-1972.

5. Trustees of Diwalibai Mohanlal Charitable Trust and The Society of Helpers of Mary and Ma Niketan filed a Suit being Special Civil Suit No.212 of 1987 against M/s. Arkay Land Development Corporation & Others inter alia for Declaration that they are owners of the portion of the said Larger Property admeasuring 7 acres and 13 gunthas. The said Suit was dismissed and Appeal came to be filed by them in the Hon'ble High Court of Judicature at Bombay being First Appeal No.985 of 1989.

6. Disputes and differences between the Trustees of Diwalibai Mohanlal Charitable Trust and Ma Niketan of the One Part and M/s. Arkay Land Development Corporation and others of the Other Part were mutually settled and Consent Terms came to be filed in the First Appeal No.985 of 1989 whereby Arkay Land Development Corporation and others with the consent of the said Vasudev Balwant Mane and Uday Gopal Dalvi and the Builders herein have conveyed part of the said Larger Property admeasuring 20,234.34 sq. mts. or thereabout to Diwalibai Mohanlal Charitable Trust and accordingly the said area was recorded on the 7/12 extract of land bearing Survey No.280/1A (P) admeasuring 1546.68 sq.mtrs., Survey No.415/P admeasuring 18260.84 sq.mtrs. and Survey No.289/2A admeasuring 426.48 sq. mtrs and thus M/s. Arkay Land Development Corporation was left with the remaining portion of the said Larger Property admeasuring 34,392 sq. mts. or thereabouts hereinafter referred to as the "**BalanceProperty**" as more particularly described in the Second Schedule hereunder written and shown on the Plan thereof hereto annexed surrounded by red colour boundary line.

7. Certain disputes and differences had arisen between M/s. Arkay Land Development Corporation of the One Part and the said Vasudev Balwant Mane and Uday Gopal Dalvi and the Builders herein of the other part. The Builders herein alongwith the said Vasudev Balwant Mane and Uday Gopal Dalvi filed a Suit for specific performance against M/s. Arkay Land Development Corporation being Special Civil Suit No.403 of 1994 in the Court of Civil Judge, Senior Division, Thane which came to be settled and Consent Terms came to be filed therein on 24-06-1994 whereby the said M/s. Arkay Land Development Corporation agreed to specifically perform the said Agreements dated 2-04-1987 and 19-08-1987 in respect of the said Balance Property more particularly described in the Second Schedule hereunder written and at the request of the said Vasudev Balwant Mane and Uday Gopal Dalvi agreed to convey the said Balance Property in favour of the Builders. The said Consent Terms further provided that Decree be treated as Conveyance of the Balance Property in favour of the Builders herein.

8. As the said Consent Terms dated 24-06-1994 provided that Decree be treated as Conveyance, the Builders filed a Declaration along with certified copy of the Decree and paid the requisite stamp duty required to be paid therein as Conveyance and the said Declaration along with copy of the Decree was registered with the Office of the Sub Registrar of Assurance at Thane under serial no. TNN-2-9577 of 2004.

9. The Collector has by an Order dated 17-08-1964 and by Order dated 17-08-2004 converted the part of area from agricultural to non-agricultural on the terms and conditions therein contained. The said N.A. Permission dated 17-08-1964 and 17-08-2004 are annexed hereto and marked as Annexure "1" and

Annexure “2” respectively. The permission for conversion of the balance property will be obtained prior to the occupation certificate.

10. By Deed of Rectification dated 30-11-2016 read with Deed of Rectification dated 08-02-2017 registered with the Sub Registrar of Assurances Thane under serial No. TNN-9/10349 of 2017 and TNN-9/844 of 2017 respectively the Builders and then trustees of Ma Niketan Society have rectified the area of the Balance Property. As per the said Deed of Rectifications area of the said Balance Property was rectified as 33,386 sq. mtrs. hereinafter referred to as the **‘Vinayak Developers Property’** from 34,392 sq. mts. or thereabout which is more particularly described in the Second Schedule hereunder written and shown on the Plan thereof hereto annexed surrounded by red colour boundary line. Accordingly the rectified area in aggregate admeasuring 33,386 sq. mts came to be recorded on the 7/12 extract in the manner i.e land bearing Survey No.280/1A (P) admeasuring 3353.32 sq.mtrs., Survey No.280/1B admeasuring 700 sq.mtrs., Survey No.415/P admeasuring 8069.16 sq.mtrs. and Survey No.289/2A admeasuring 17123.52 sq.mtrs., Survey No.289/2B admeasuring 3640 sq.mtrs. and Survey No.280/4 admeasuring 500 sq.mtrs.

11. The Builders have developed and constructed a project known as “Mahavir Millennium” comprising of three buildings known as buildings ‘Isra’, ‘Ivana’ and ‘Imperia’ on portion of the Vinayak Developers Property admeasuring 8773.43 sq.mts as per the sanctioned plan and now no FSI is remained to be consumed on the said project known as Mahavir Millennium. The Thane Municipal Corporation (hereinafter referred to as “the said Corporation”) has issued Occupation Certificate in respect of all the three buildings in the project known as Mahavir Millennium.

12. A portion admeasuring 325 sq. mtrs. is reserved for 40 mtrs. D.P. Road out of Survey No.280/4; portion admeasuring 760 sq.mtrs. is reserved for 20 mtrs. D.P. Road out of Survey No.289/2A(P) and Survey No. 415 respectively; portion admeasuring 2625 sq.mtrs. is reserved for 20 mtrs. D.P. Road out of Survey No.289/2A(P) and Survey No. 289/2B (P) respectively; and portion admeasuring 8754.90 sq.mtrs. is reserved for Playground Reservation out of the Survey No.280/1A and Survey No. 289/2B respectively (hereinafter collectively referred to as **‘Reservations’**) and as per the schedule “W” of the Development Control Rules in force for Thane Municipal Corporation (hereinafter referred to as ‘the said Corporation’) the Builders respective areas falling under the said Reservations to the said Corporation.

13. By an Indenture of Transfer dated 28/06/2019 registered with the Office of Sub-Registrar of Assurances, Thane under Sr.No.10778/2019, the Builders have surrendered the said Reservations in favour of the said Corporation upon the terms and conditions therein contained. However, the sub-division of the said reserved portion is yet to be carried out by the TILR Department. The Builders intend to grant the rights to develop the benefits available to them in lieu of the reservations to third parties and such third party / assignee shall be responsible to develop such benefits on the terms and conditions as may be laid down by the planning authority from time to time.

14. Thus after developing project known as MahavirMillenium on area of plot admeasuring 8773.43 sq.mts and Reservations in aggregate admeasuring 12464.90 sq. mts on the Vinayak Developers Property there is a natural sub-division and an area admeasuring 12147.68 sq.mts hereinafter referred to as “the said **Property**” more particularly described in the Third Schedule hereunder written and shown on the Plan thereof hereto annexed surrounded by blue colour boundary line is available for development and construction of building/s

15. The Builders intend to construct two buildings on the said Property more particularly described in the Third Schedule hereunder written which is naturally sub-divided. The Builders have submitted building plans on portion of the said Property more particularly described in the Third Schedule hereunder written and shown on the Plan thereof hereto annexed surrounded by blue colour boundary line for construction of Building No. 1 namely Daffodils and Building No. 2 namely Tulip comprising of Basement plus Lower Ground plus Upper Ground 1 plus Upper Ground 2 plus Upper Stilt plus one to thirty-eight (38)(upper floors).

16. The Builders have appointed 10 FOLDS Architects & Consultants as Architects for development of the said Property. The Builders have also appointed R. H. Mahimtura, as RCC Structural Engineers. The Builders have entered into requisite Agreements with the said Architects and Structural Engineers. The Builders shall avail the services of the said Architects and Structural Engineers or such other qualified Architects and Structural Engineers as the Builders may deem fit till completion of the development of the said Property.

17. The Builders have obtained the Environment clearance for the said Property from the State Level Environment Impact Assessment Authority under their letter dated 28th May, 2019 on the terms and conditions therein contained.

18. The Builders are developing the said Property in a phased manner and will deal with and dispose of the Flats/Shops in the proposed buildings in the complex to be known as 'Mahavir Spring' to be constructed on the said Property on Ownership basis to the Purchasers thereof. The Builders propose to construct Building No. 2 to be known as 'Tulip' in phase I. The Builders propose to construct Shops in the Building No. 1 to be known as 'Daffodils' in phase II and the balance habitable floors of Building No. 1 in phase III.

19. At present the Builders are constructing Building No. 2 namely Tulip comprising of basement + lower ground + upper ground 1 + upper ground 2 + upper stilt + 1st to 38 upper floors in phase I and Shops at the ground level and four (4) shops on the first floor in Building No. 1 namely Daffodils on the said Property more particularly described in the Third Schedule hereunder written and shown on the Plan thereof hereto annexed surrounded by blue colour boundary line (hereinafter referred to as said "**Project**") as per building plans sanctioned by the Thane Municipal Corporation from time to time and at present the Thane Municipal Corporation has granted the Sanction of Development Permission and Permission/Commencement Certificate bearing V. P. No. S04/0100/16 (2002/81)TMC/TDD/2271/17 dated 05-08-2017 and a revised Sanction of Development Permission and Commencement Certificate bearing V. P. No. S04/0100/16 (2002/81)TMC/TDD/3111/19 dated 24-06-2019 for development work for Building No.2 comprising of Basement + Lower Ground + Upper Ground 1 + Upper Ground 2 + Upper Stilt + 1 to 3 floors (upper floors) and Building No.1 comprising of Basement + Lower Ground + Upper Ground 1 + Upper Ground 2 + Upper Stilt + 1 to 3 floors (upper floors) and fitness center on the upper stilt floor of Building No. 1 & 2 and Club House on ground + 1st floor on the elevated RG of the said property. Copies of the Sanction of Development Permission and the revised Sanction of Development Permission and Commencement Certificate are annexed hereto as **Annexure "3"** and **"4"** respectively.

20. In the said Project the Builders propose to utilize FSI and TDR as well as 0.30 FSI Govt premium admeasuring approximately 37,761 sq. mts to construct Building No. 1 namely Daffodils and Building No. 2 namely Tulip. If any additional/extra/beneficial Floor Space Index, by whatever name or form is increased (a) in respect of the said Property and/or additional construction (i.e.

more than what is envisaged at present) is possible on the said Property or (b) either on account of Transfer of Development Rights &/or 0.30 additional FSI by paying premium to the Corporation/Competent Authority (or in any other similar manner) available for being utilised or otherwise and/or if the Sanctioning Authorities permit the construction of additional wing/s or floors, then in such event, the Builders shall be entitled to construct such additional wings/floors as per the revised building/s plans. The Purchasers expressly consents to the same as long as the total area of the said Flat/Shop is not reduced and the structure of the building is not changed.

21. The Builders are entitled for TDR admeasuring 19679.80 sq. mts in the form of DR in lieu of transfer of the said Reservations to the Corporation. The Builders shall utilize TDR in the form of DR admeasuring 16545.40 sq. mts on the said Property for construction of the two buildings and shall be entitled to sell and transfer the balance TDR in the form of DRC admeasuring 3134.40 on such terms and conditions and/or use and utilize it on said Property or on any other Property that may be acquired by the Builders.

22. The Purchaser has/have, on or before the execution of this agreement, independent of the said Title Certificate annexed hereto and marked as **Annexure "7"** satisfied herself/ himself/themselves/itself as to the Builder's marketability and title to the said Property and the authority of the Builders herein, to develop the said Property. The Purchaser has/have agreed not to make any requisition/s and/or to call for any further documents, pertaining to title of the said Property and the authority of the Builders herein, to develop the said Property.

23. The Purchasers/s has/have prior to the execution of these presents taken inspection of all the Title Deeds/Documents pertaining to the said Property, Revenue Records, relevant orders, approved Plans and Specifications, Approvals, Permissions and Sanctions, given by various Authorities as well as all the other documents as specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the said Act) and the Rules made there under and have accepted the same.

24. The Builders have informed the Purchaser that the Builders have availed loan from J. M. Financial Credit Solutions Ltd. for development of the said Project. As a security for the repayment thereof, Builders have created mortgage of the said Property including the Building Nos. 1 and 2 being constructed on the terms and conditions contained therein. The Builders may avail loan from any other bank or financial institution in future by repaying the current loan and thereafter mortgage the said Property in respect thereof.

25. The Builders have registered the phase I and phase II of the project under the provisions of the Real Estate (Regulation & Development) Act 2016 (hereinafter referred to as the 'Act') and the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agreements, Rates of Interest and Disclosure on Web site) Rules 2017 made thereunder (hereinafter referred to as the 'Rules') with the Real Estate Regulatory Authority for Phase I under no. P51700022994 on 08/11/2019 and for Phase II under no.P51700022995 on 08/11/2019 the authenticated photocopies whereof are annexed hereto as **Annexure "5" and "6"** respectively.

26. The authenticated copies of the Certificate of Title issued by the Attorney at Law or Advocate of the Builders, authenticated copies of 7/12 extract or any other relevant revenue record showing the nature of the title of the Builders on which the said Buildings are to be constructed and copies of the floor plans and specifications of the Flat /Shop agreed to be purchased by the Purchaser have

been annexed hereto and marked as **Annexures “7”, “8” and “9”** respectively. The Purchaser hereafter shall not be entitled to make any requisition or call for any further documents of title of the Builders to the said Property and Builders' right of development.

27. The Builders have got approvals from the Thane Municipal Corporation to the plans, specifications, sanctions of the said Project as stated above and shall obtain the balance approvals from the various authorities including the Thane Municipal Corporation for 19 upper floor for Building No.1 from time to time so as to obtain the Occupancy Certificate for Building No. 1 and Building No. 2.

28. The Builders have reserved 56 (fifty-six) residential premises under affordable housing scheme in the Building No. 2 for Economically Weaker Section (EWS) and Lower Income Group (LIG) and upon completion of the construction of the same will hand over the same to Maharashtra Housing and Area Development Authority (MHADA, for short). These 56 premises will be sold by MHADA in the manner and on terms and conditions as MHADA may frame from time to time. The Purchasers of these flats and their family members shall be entitled to use and enjoy all the common amenities and facilities which shall be provided by the Builders in the project at par with the other purchasers in the Building No. 1 and 2.

29. The Builders hereby declare that the Floor Space Index approved as on 24th June, 2019 in respect of the Property is about 28867.02 sq. mts. The Builders will in due course of time submit revised plan to the concerned authorities so that ultimately the full potential FSI and the TDR and 0.30 FSI against Government premium of the said Property admeasuring about 37,761 sq.mts is consumed by the Builders in Buildings No. 1 and 2.

30. The Purchaser has approached the Builders, for the allotment of the Flat/Shop No. _____ (hereinafter referred to as the said “**Premises**”) admeasuring about _____ sq. mts. (Carpet area) i.e. _____ sq. ft (carpet area) which includes the enclosed balcony and cupboard area on the _____ floor in the Building No. _____ namely ‘_____’ in the project known as “**MAHAVIR SPRING**” and _____ Nos _____ covered car parking space, which the Builders have agreed, for the price and upon the terms and conditions mentioned herein. The Premises agreed to be purchased by the Purchaser is shown on typical floor plan by shaded cross lines and is annexed hereto as **Annexure “9”**.

31. The Purchaser has submitted duly filled booking form with all information as required therein and has represented to the Builders that the information submitted therein is true and correct and also accepts the terms and conditions as contained therein.

32. The Builders shall obtain the J. M. Financial Credit Solutions Ltd., NOC for sale of the above Premises to the Purchaser. The Builders shall ensure that upon payment of the entire consideration by the Purchaser, the Premises agreed to be purchased by the Purchaser shall stand released from the charge created by the Builders under section 13 of the Real Estate (Regulation and Development) Act, 2016 (herein referred to as “the said Act”). The Builders are required to execute a written Agreement for sale of the said Premises to the Purchaser being these presents and is required to be registered under the Registration Act.

33. The carpet area of the said Flat/Shop under RERA is _____ square meter (“Total Area”). For the purposes of this Agreement (i) “carpet area” means the net usable floor area of a Flat/Shop, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said

Flat/Shop for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Flat/Shop for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the Flat/Shop, and (ii) "**Exclusive Areas**" means exclusive balcony appurtenant to the said Flat/Shop for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Flat/Shop for exclusive use of the Purchaser.

34. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

35. Prior to the execution of these presents the Purchaser has paid to the Builders a sum of Rs..... (Rupees only), being part payment of the sale consideration of the said Premises agreed to be sold by the Builders to the Purchaser as advance payment or Application Fee (the payment and receipt whereof the Builders doth hereby admit and acknowledge) and the Purchaser has agreed to pay to the Builders the balance of the sale consideration in the manner hereinafter appearing.

36. The Builders have issued the Purchaser a Letter of Allotment in respect of the Premises agreed to be purchased by the Purchaser and the Purchaser fully accepts all the terms and conditions therein as well as herein. In case of any conflict between the terms and conditions of the Letter of Allotment and the terms and conditions herein the terms and conditions shall prevail.

37. Under section 13 of the said Act the Builders are required to execute a written Agreement for sale of said Premises to the Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

38. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties as well as relying upon the said application made by the Purchaser, the Builders hereby agree to sell and the Purchaser hereby agrees to purchase the said Premises in the Building No. _____ namely '_____ ' with Nos covered car parking space at or for the consideration and on ownership basis in the manner appearing hereinafter.

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

1 The foregoing recitals shall be treated as forming an integral part of the operative portion of this Agreement for Sale and this Agreement for Sale shall be read, understood and construed accordingly.

2 The Builders are developing the said Property by constructing a project to be known as "**MAHAVIR SPRING**" (herein after referred to as the 'said complex') in phased manner. At present in phase I the Builders are constructing Building No. 2 namely 'Tulip' comprising of basement + lower ground + upper ground 1 + upper ground 2 + upper stilt + 1st to 38 upper floors including portion of the fitness centre on Building No. 2 and in phase II Shops in Building No. 1 Daffodils of the said Property more particularly described in the Third Schedule hereunder written and shown on the Plan thereof hereto annexed (hereinafter referred to as said "**Project**") as per building plans sanctioned by the Thane Municipal Corporation from time to time and at present the Thane Municipal Corporation has granted the Sanction of Development Permission and Permission/Commencement Certificate bearing V. P. No. S04/0100/16 (2002/81)TMC/TDD/2271/17 dated 05-08-2017 and a revised Sanction of

Development Permission and Commencement Certificate bearing V. P. No. S04/0100/16 (2002/81)TMC/TDD/3111/19 dated 24-06-2019 for development work for Building No.1 comprising of Basement + Lower Ground + Upper Ground (part) + Ground (part) + Upper Stilt + 1 to 3 upper floors (upper floors) and Building No.2 comprising of Basement + Lower Ground + Upper Ground 1 + Upper Ground 2 + Upper Stilt + 1 to 3 upper floors (upper floors), fitness center on the upper stilt floor of Building No. 1 & 2 and Club House on ground + 1st floor on the elevated RG of the said property.

3 The Builders are constructing Fitness Centre and Club House on the said property in a phase manner. The portion of the Fitness Centre to be constructed in Building No. 2 shall be provided in phase I and the balance portion of the Fitness Centre in Building No. 1 shall be provided in phase III. The Club house on the ground + 1st floor on the elevated RG of the said property shall be provided in phase III.

4 The Builders shall obtain the prior consent in writing of the Purchaser contemplated under RERA in respect of variations or modifications which may adversely affect the premises of the Purchaser except any alteration or addition required by any Government authorities or due to change in law.

5 The Purchaser has inspected presently revised sanctioned plan of the said Building No. 1 and 2 sanctioned by Thane Municipal Corporation and the Purchaser is fully satisfied with the same.

6 The Purchaser hereby agrees to purchase from the Builders and the Builders hereby agree to sell to the Purchaser, Flat/Shop No. _____ (hereinafter referred to as the said "**Premises**") admeasuring about _____ sq. mts i.e. _____ sq. ft (carpet area) which includes the enclosed balcony and cupboard area (carpet area) on the _____ floor of Building No. 1 namely _____ / Building No. 2 namely _____ (herein referred to as the said "**Building**") in the said Project of "**Mahavir Spring**", and more particularly shown on the typical floor plan in cross shaded lines, annexed hereto as **Annexure "9"** and _____ covered Car Parking space at or for the consideration of flat cost + other charges aggregating Rs. _____/- (Rupees

Only) which consideration includes the proportionate price of the common areas and facilities appurtenant to the Premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Fourth Schedule hereunder written. The fixtures, fittings, amenities and common amenities to be provided by the Builders in the said Project, Building and the Premises are more particularly set out in **Annexure "10"** annexed hereto.

6(A) The said consideration of Rs. _____/- (Rs. _____ only) shall be paid by the Purchaser to the Builders in the manner specified herein below or in any other manner as may be decided and agreed upon between the Builders and the Purchaser as the case may be:

I. Payment Holiday Scheme

1. 5% consideration payable as Earnest Money
2. 5% of the consideration to be paid within 30 days from date of booking the Premises
3. 10% of the consideration to be paid within 60 days from the date of booking the Premises

4. 20% of consideration payable on April 2021 or upon completion of the plinth of the Building (whichever is later)
5. 20% of the consideration payable on January 2022 or upon completion of the 18th slab of the building (whichever is later)
6. 20% of the consideration payable on January 2023 or upon completion of the last slab of the building (whichever is later)
7. 20% of the consideration against and at the time of handing over possession of the Premises to the Purchaser on or after receipt of Occupancy Certificate

Or

II. Payment as per Event

a Rs _____/-

being 10% (inclusive of booking amount of Rs. _____) of the consideration paid on or before execution hereof as earnest money deposit (the payment and receipt whereof the Builders do hereby admit and acknowledge and of and from the same and every part thereof do hereby acquit release and discharge the Purchaser forever);

b Rs _____/-

being 20% percent of the consideration payable within 45 days from the date of booking of the Premises;

c Rs _____/-

being 5% percent of the consideration payable after completion of the Lower Ground of the said Building;

d Rs _____/-

being 5% percent of the consideration payable after completion of the Upper Ground of the said Building;

e Rs _____/-

being 5% of the consideration payable on completion of the plinth of the said Building;

f Rs _____/-

being 1.40% of the consideration payable to the Builders on the completion of the 1st slab of the said Building;

g Rs _____/-

being 1.40% of the consideration payable on the completion of the 3rd slab of the said Building;

h Rs _____/- being 1.40% of the consideration payable on the completion of the 5th slab of the said Building;

i Rs _____/- being 1.40% of the consideration payable on the completion of the 7th slab of the said Building;

j Rs _____/- being 1.40% of the consideration payable on the completion of the 9th slab of the said Building;

k Rs _____/- being 1.40% of the consideration payable on the completion of the 11th slab of the said Building;

l Rs _____/- being 1.40% of the consideration payable on the completion of the 13th slab of the said Building;

m Rs _____/- being 1.40% of the consideration payable on the completion of the 15th slab of the said Building;

n Rs _____/- being 1.40% of the consideration payable on the completion of the 17th slab of the said Building;

o Rs _____/- being 1.40% of the consideration payable on the completion of the 19th slab of the said Building;

p Rs _____/- being 1.40% of the consideration payable on the completion of the 21st slab of the said Building;

q Rs _____/- being 1.40% of the consideration payable on the completion of the 23rd slab of the said Building;

r Rs _____/- being 1.40% of the consideration payable on the completion of the 25th slab of the said Building;

s Rs _____/- being 1.40% of the consideration payable on the

completion of the 27th slab of the said Building;

t Rs _____/-

being 1.40% of the consideration payable on the completion of the 29th slab of the said Building;

u Rs _____/-

being 1.40% of the consideration payable on the completion of the 31st slab of the said Building;

v Rs _____/-

being 1.40% of the consideration payable on the completion of the 33rd slab of the said Building;

w Rs _____/-

being 1.20% of the consideration payable on the completion of the last slab of the said Building;

x Rs _____/-

being 6% of the consideration payable on the completion of the walls and internal plaster of the said Premises;

y Rs _____/-

being 6% of the consideration payable on completion of the staircase, lift wells, external plaster of the said Building;

z Rs _____/-

being 6% of the consideration payable on completion of the floorings doors and windows of the said Premises and external plumbing, elevation, terraces with waterproofing of the said Building;

aa Rs _____/-

being 6% of the consideration payable on completion of sanitary fittings of the Premises, lift, electrical fittings, entrance lobby/s, paving of the areas appertain of the Building and all other requirements as prescribed in the Agreement of Sale of the Building;

bb Rs _____/-

being 6% of the consideration against and at the time of handing over possession of the said Premises to the Purchaser on or after receipt of Occupancy Certificate;

Total Rs _____/- (Rupees _____ only).

6(B) The full consideration of the said Premises hereinabove stated is exclusive of Taxes (consisting of tax paid or payable by way of Goods and Service Tax and Cess or any other taxes which may be levied, in connection with the construction of the Building and the sale of the said Premises) upto the date of handing over the possession of the Premises.

6(C) The full consideration is escalation free save and except escalations/ increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Builders undertake and agree that while raising a demand on the Purchaser for increases in development charges, cost or levies imposed by the competent authorities etc, the Builders shall enclose the notification/order rule/regulation published/issued in that behalf to that effect alongwith the demand letter being issued to the Purchaser which shall only be applicable on subsequent payments.

6(D) The Builders shall confirm the final carpet area that has been sold to the Purchaser after the construction of the Building is complete and the Occupation Certificate is granted by the Thane Municipal Corporation (hereinafter referred to as the 'TMC'), by furnishing details of the changes, if any, in the carpet area. Provided However the carpet area of the said Premises may increase/decrease to a maximum extent of 3% of the carpet area thereof as herein setout. The consideration payable for the said Premises shall be recalculated upon confirmation by the Builders. If there is any reduction/decrease in the carpet area of the said Premises beyond 3% then the Builders shall refund the proportionate excess consideration to the Purchaser within forty – five days with annual interest at the rate specified in the Rules, from the date when such an excess consideration was paid by the Purchaser. If there is any increase in the carpet area of the said Premises beyond 3% the Builders shall demand additional amount from the Purchaser as per the next installment of the consideration as per clause 6(A) above. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 6(A) of this Agreement and in Disclaimer OF allotment form

6(E) The Purchasers unconditionally agree, accept and confirm that
(a) all images and elevation shown are for representation purposes only (b) The Builders are offering unfurnished premises which do not include add-ons such as furniture and fixtures unless requested by the Purchasers for additional price and unless the same are specifically contained in this Agreement (c) all electric points shown in the floor layout may differ from the actual provided (d) maximum variance of (+/-) 3% in the RERA carpet area may occur on account of

planning constraints / site conditions / columns / furnishings (e) all the dimensions are unfurnished structural dimensions (f) the carpet area of toilets includes ledge walls (g) RERA carpet area is inclusive of Cupboard area and enclosed balcony. (h) E.P area or service slab area if any are subject to approval by Thane Municipal Corporation (i) The plans shown are for space planning purposes only (j) Introduction of any changes in development control rules may force the Builders to change the building plan, elevation, E.P area in which case the Builders will not be held responsible or liable for any breach or violation of the terms and conditions of Letter of Allotment or this Agreement

6(F) The Purchaser does hereby irrevocably authorize the Builders to adjust/appropriate all the payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/thier name as the Builders may in their sole and absolute discretion deem fit. The Purchaser agrees and undertakes not to object obstruct question or challenge the Builders adjustments/appropriations of his/her/their payments in any manner and under any circumstances whatsoever.

6(G) The Purchaser declares and confirms that all the payments under this Agreement made by the Purchaser shall always be from the bank account of the Purchaser/Joint Purchaser only. In the event of any payment being made by the Purchaser, from any other person's account (excluding Joint Purchaser) then the same shall be at the Purchaser risks and consequences and shall be deemed to have been made by such other person at the request and behest of the Purchaser/Joint Purchaser. It is agreed between the parties hereto that any payment made by any person other than the Purchaser will not create any right, title or interest in the said Premises in favour of such other person. The Purchaser if a resident outside India shall be solely responsible for complying with the necessary formalities are laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder from time to time as well as all other prevailing law concerning the same or which may be introduced from time to time.

7 The time for payment of aforesaid amounts shall be essence of the contract. The Builders will inform the Purchaser about completion of each stage of work and the Purchaser is bound to pay the amounts due for each instalment within 7 (seven) days of Builders dispatching such intimation at the address of the Purchaser or by email on ID given in these presents by account payee cheque/demand draft. The Builders will keep Certificate of their Architects certifying that the Builders have carried out given item of work and such certificate will be open for inspection by the Purchaser at the office of the Builders and such certificate shall be valid and binding upon the Purchaser and the Purchaser agrees not to dispute the same in any manner whatsoever.

8 The Purchaser hereby confirms that the consideration mentioned hereinabove is net amount. In addition to the aforesaid consideration, the Purchaser shall also pay to the Builders amount of GST or any other charges, taxes or levies, by whatever name it may be called and whether payable by Builders and/or Purchaser for sale of said Premises to the Builders herein. The

Purchaser shall also pay all kinds of statutory payments and liabilities (whether payable as per present Law(s) and/or as per future Law(s) including any judicial view, review, interpretation and for reason(s) whatsoever) for sale of the said Premises to the Purchaser herein. The same shall be paid and/or settled by the Purchaser immediately without making the Builders herein liable/responsible for the same in any manner whatsoever. In case of any delayed payment towards any and/or all charges, taxes, duties, levies, cess etc. whether direct or indirect by the Purchaser, the Purchaser shall be liable to pay any/all penalty, interest etc. that may be levied by such Authority along with interest at the rate specified in the Rules, on the delayed payment to the Builders.

9 The Purchaser is aware that in accordance with section 194 IA of the Income Tax Act, 1961, TDS has to be deducted @ of 1% of the consideration or such other rate as may be prescribed by Income Tax Authorities from time to time including the amount of taxes, if any, while making any payment to/crediting the account of the Builders under this Agreement. The amount so deducted by the Purchaser is required to be paid to the Income Tax Authorities on or before the 7th of the next English Calendar month. As required under the Income Tax Act, 1961 the amount of TDS deducted shall be paid by the Purchaser electronically only by using Form No. 26QB. The TDS shall be acknowledged/credited by the Builders, only upon the Purchaser submitting the original TDS Certificate within 30 days from the end of the month in which such payment was made or credit was given and the amount of TDS as mentioned in the certificate matches with the data available with the Income Tax Department concerning the tax deducted at source on behalf of the Builders in the prescribed Form No. 26AS of the Builders. The Purchaser further agrees and undertakes that if the Purchaser fails and/or neglects to deduct the tax at source or fails to pay the same after deduction to the Income Tax Authorities, the Purchaser alone shall be deemed to be an Assesse in default in respect of such tax and the Builders shall not be liable for any statutory obligations/liability for non-payment of such TDS.

10 It is clarified that the Purchaser accords his/her/their irrevocable consent to the Builders to appropriate any payment made by him/her/them, notwithstanding any communication to the contrary, in the following manner:

- i) Firstly towards cheque bounce charges amounting to Rs./- in case of dishonour of cheque.
- ii) Secondly, towards interest, if any, payable by the Purchaser for delayed payments;
- iii) Thirdly, towards costs and expenses for enforcement of this Agreement and recovery of the Total Consideration, dues and taxes payable in respect of the said Premises.
- iv) Fourthly, towards outstanding dues including Total Consideration in respect of the said Premises or under the Agreement.

11 On the Purchaser committing any three (3) defaults in payment of the consideration or any other amount alongwith the interest accrued thereon, remaining due and payable by the Purchaser to the Builders under this agreement (including proportionate share of taxes and/or increases levied by the concerned local authority maintenance charges and any other outgoings) or a breach of any of the terms and conditions herein contained, the Builders shall be entitled at their sole option to unilaterally terminate cancel and revoke this Agreement. Provided that the Builders shall give a prior notice of fifteen (15) days in writing to the Purchaser by Registered Post AD at the address provided by the Purchaser and

mail at the e-mail address provided by the Purchaser of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Builders within the period of notice then at the end of such notice period the Builders shall be entitled to terminate this Agreement. The termination of this Agreement by the Builders will be binding on the Purchaser and the Purchaser will not raise any objections in that behalf in any manner whatsoever. Upon termination of this Agreement by the Builders:

- (a) the Builders will be entitled and authorized to unilaterally forfeit _____% (_____ per centum) of all the amounts till then paid towards earnest money by the Purchaser to the Builders as and by way of mutually agreed and quantified liquidated damages;
- (b) In case of any brokerage being paid with respect to the booking or allotment of the Premises agreed to be sold to the Purchaser an amount equivalent to brokerage paid with applicable taxes to the channel partner and incidental costs shall also be deducted;
- (c) the amount so forfeited by the Builders will be appropriated by the Builders as they may deem fit;
- (d) the Purchaser will not be entitled to remain in the use occupation enjoyment or possession of the Premises and the Builders will be authorized to enter upon and resume the possession of the said Premises;
- (e) the Builders will be entitled and authorized to sell the said Premises to any other person or persons for such consideration and upon such terms and conditions as they may deem fit and proper and the Purchaser will not object and question the same;

and

- (f) the Purchaser shall have no right to claim any repayment of the earnest money deposit upon termination and cancellation of this foregoing agreement. The Builders shall not be liable to pay to the Purchaser any interest on the amounts or any accretion so refunded or any other amounts/payments whatsoever. Provided however the power of unilateral termination as hereinabove contained shall not be exercised by the Builders unless and until the Builders shall have given to the Purchaser a fifteen (15) days prior notice in writing of their intention to so terminate this Agreement mentioning therein the specific default or breach on which such notice may have been founded.

12 The Builders hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning of the plans of the said Building or may be imposed any time thereafter before completion of entire development. The Builders shall before handing over possession of the Premises to the Purchaser, obtain from the concerned local authority occupation certificate in respect of the said Premises.

13 The Purchaser has been informed and is aware that the building plans are sanctioned for the said Property as a whole. The Purchaser is/are aware that Builders are developing the said Property as one property or through their nominees or assigns and as such will utilize entire FSI, additional FSI, 0.30 FSI by payment of Government Premium, TDR or any other benefits or potential that

may be available in respect of the said Property in such a manner as Builders may deem fit and proper in its sole, absolute and unfettered discretion. Consequent to the aforesaid, it is hereby expressly clarified, agreed and understood that Builders shall always and at all times have exclusive, absolute, irrevocable, unconditional and unrestricted right and shall be entitled to do and carry out, the following:-

- a) The entire FSI and/or TDR, including unutilized, unconsumed and residual FSI, 0.30 FSI by payment of Government Premium and/or TDR, originating from or arising out of or available in respect of the said Property and/or the contiguous, adjacent or adjoining lands and/or any other lands and/or properties whatsoever and the entire increased, additional and extra FSI, 0.30 FSI by payment of Government Premium and/or TDR which are now available and which may be available or granted and/or sanctioned at any time hereafter but before completion of entire development in respect of said Property on any account or due to any reason whatsoever, including on account of handing over to the Corporation and/or any other Government or local body or authority, any part/s thereof affected by set-back and/or regulations and/or affected by any reservation, acquisition and/or requisition and/or due to any change in law, rules or regulations, shall absolutely and exclusively belong to and be available to the Builders. The Purchaser herein, the Society/s of the Purchaser which may be formed as envisaged in this Agreement shall not have or claim any rights, benefits or interests whatsoever in respect thereof;
- b) The Builders shall have the absolute, exclusive and full right, authority and unfettered discretion to use, utilize and consume the aforesaid FSI and/or TDR for construction on any part of said Property thereon and/or on the contiguous, adjacent or adjoining lands and/or on any other land and/or property, as may be permitted by law and as the Builders may desire and deem fit and proper in their sole and unfettered discretion and Purchaser will not object to such development of construction on any grounds whatsoever;
- c) The Builders shall have the absolute, exclusive and full right, authority and unfettered discretion to sell, transfer and/or assign all or any of such FSI and/or TDR originating from or arising out of the said Property or any part/s thereof, to or in favour of any person/s whatsoever, for such consideration and on such terms, conditions and provisions as may be desired and deemed fit by the Builders in their sole and unfettered discretion and as may be permitted by law;
- d) Builders alone are entitled to acquire Transferable Development Right/s (TDR) in respect of land and/or properties other than the said Property and make additional construction on the said Property and/or any part thereof and/or the said building/s by utilizing such development rights. The Builders shall, at all times hereafter including before or after execution and registration of the Deed/s of Transfer have unfettered unrestricted right to avail of the FSI and/or 0.30 FSI by payment of Government Premium or TDR as may be permissible under the Development Control Regulations, and other prevalent rules, regulations or law that may be in force from time to time and to utilize such FSI and/or 0.30 FSI by payment of Government Premium or TDR in any portion of the said Property including by raising additional storey/s on the said Building; and/or any other building or by constructing new building on any part of the said Property;
- e) The entire construction carried out by the Builders by utilizing and consuming the FSI and/or 0.30 FSI by payment of Government Premium or TDR as aforesaid, shall be the absolute property of and exclusively belong to the Builders, who shall have full right and be absolutely entitled to sell, transfer and/or dispose of the same in any manner whatsoever, to any person/s whomsoever, for such

consideration and on such terms, conditions and provisions as the Builders may deem fit and proper in their sole and unfettered discretion.

f) The Builders have provided a 12 mtr fire way on the podium level of the buildings. The Builders shall use portion of this 12 mtr fire way as green area and keep temporary furniture so that the same can be removed in case of the fire way required for maneuvering

g) The basement of the building could be affected by water logging due to heavy rains and natural calamities and in such a situation the Purchaser shall not hold the Builder liable for the same.

14 The Builders have informed the Purchaser that as per the development of the said Property envisaged by the Builders:-

(i) The Builders alone are entitled to utilize entire FSI as well as transferable Development Right (TDR) generated from the said Property and/or generated from any other property as permitted to be utilized on the said Property in accordance with Development Control Regulations as modified from time to time as the Builders may in their absolute discretion deem fit and proper.

(ii) The covered car parking space provided in the basement/lower ground/ upper ground in Building No. 1 and Building No. 2 are mechanical puzzle parking and stack parking meant for the Building and shops. Further the covered car parking space being mechanical in nature no specific allotment shall be made nor shall any purchaser have a fix location of car parking space and availability of covered car parking space shall be on a first come first use basis. Save and except car parking space, if any, allotted to the Purchaser all other car parking spaces belongs to the Builders and Builders alone are entitled to allot the same to the other Premises purchasers at their own discretion. Availability of open parking space shall be on a first come first basis. No permanent allotment shall be made for open parking space. All un-allotted covered car parking spaces in Building No.1 and Building No. 2 shall belong to the Builders will be dealt with by the Builders in the manner it deems fit and the Builders alone will be entitled to the use and disposal of the same in the manner they deem fit and proper. The Purchaser agree and undertake that he shall not be entitled to raise any objections towards the location of car parking space at any time and shall not challenge the same in future.

(iii) The Builders reserve the right to submit further revised / modified plans from time to time as they may in their absolute discretion deem fit and proper.

(iv) The Club House and Fitness Centre and all other amenities in the buildings shall be for the use and enjoyment of Purchasers of Flats of both the Building No. 1 and 2. The Builders shall issue Membership Pass for Club House and Fitness Centre to the Purchaser for use of his family members only. Purchaser's guest will be permitted the use of Club House and Fitness Centre only against extra charges as may be fixed by the Builders from time to time.

(v) Guest Rooms provided by the Builders will be available for bonafide guests of the Purchasers of Premises in the project and its use, charges and terms and conditions shall be such as may be decided by the Builders from time to time.

(vi) The Builders, at their option may either form separate society for each Building No. 1 and Building No. 2 or may form common society for both the Buildings being constructed on the said Property.

(vii) The Builders propose to execute lease of the land beneath building, and conveyance in respect of Net balance area in favour of Federal Society/Apex body. In such an event, all the common amenities including Club House, Fitness Centre etc. are to be maintained by the Federal society/Apex body and shall be liable to pay for the same in proportion to constructed area of their respective building.

15 The Purchaser is/are aware that the building plans, elevations, layout plans, amenities and garden layout shown in the brochure, catalogue and elsewhere are subject to change as per the discretion of the Builders and the Builders reserve the right to make alterations and amendments from time to time in accordance with law and subject to the approval by concerned Authorities.

16 The Purchaser is/are aware that certain common areas and common amenities and facilities may not be available to the Purchaser of Premise in the building till the entire project is complete in all respect. For this reason, the Purchaser shall not be entitled to any compensation or reduction in the agreed consideration for the said Premises.

17 Subject to the Purchaser making payment of full purchase price, applicable taxes, maintenance and other charges in respect of the said Premises, the Builders propose to give possession of the said Premises to the Purchaser on or before _____ (hereinafter referred as "**Possession date**"). However that the Builders shall be entitled to a reasonable extension of ____ months for giving delivery of the said Premises on the aforesaid date, if completion of the said Building No. ____ namely _____ in which the said Premises is to be situated is delayed on account of:

(i) force majeure, policy of Government/local Authorities as well as any other circumstances beyond the control of Builders, which shall be inclusive of any war, civil commotion or act of God such as earthquake, flood or other natural calamities;

(ii) any enemy action, war, strike or any notice, order, rule, notification or restriction by the Government and/or by any court;

(iii) subject to availability of steel, cement and other building materials, grant of necessary electric and water connections by concerned Authorities and/or any change in D. C. Rules and any other circumstances beyond the control of Builders ;

(iv) any pandemic or any widely spread disease which makes the execution / construction activities or work difficult.

(v) any force majeure or procedural delay in obtaining the amended plan, further Commencement Certificate, Occupation Certificate, the Building Completion Certificate from the concerned authorities or for any other reason (not limited to the reasons mentioned above) beyond the control of or unforeseen by Builders which may prevent restrict interrupt or interfere with or delay the construction of the said Building on the said Property. However, under no circumstances shall the Purchaser be entitled to possession of the said Premises without first paying to Builders all the amounts, including interest if any, due under this Agreement, maintenance deposit including interest, if any, due thereon. G.S.T. or any other taxes/charges (statutory or otherwise, current or future), if applicable, shall be borne and paid by the Purchaser alone.

18 If the Builders is unable to or fails to give possession of the said Premises to the Purchaser on account of reasons beyond the control of or unforeseen by Builders then the Builders shall be liable on demand, to refund to the Purchaser the amounts already received by it in respect of the said Premises (save and except the amount of interest which may have been paid or become payable by the Purchaser for late payment of instalments) with interest at the same rate as provided in rules from the date, the Builders received the sum till the date the amounts along with interest thereon is repaid. Simultaneously, Purchaser shall execute requisite deed of cancellation and register the same. It is agreed that upon refund of the said amounts together with interest as stated hereinabove, the Purchaser shall have no right title interest claim demand and/or dispute of any nature whatsoever under this Agreement either against Builders or against the said Premises in any manner whatsoever and Builders shall then be entitled to sell and dispose of the said Premises to any other person or party as the Builders may desire in its absolute discretion without any reference or recourse or notice whatsoever to the Purchaser.

19 The Purchaser shall, within 15 (fifteen) days of the Builders giving written notice to the Purchaser intimating that the said Premises is ready for use and occupation, pay balance consideration under this Agreement if any along with interest if any and take possession of the Premises. In case the Purchaser fails to take possession of the said Premises on or before the Possession notice period then in such an event the Purchaser shall be entitled to charge holding charges at the rate of Rs.10/- per square feet per month which the Purchaser shall be liable to pay simultaneously against taking possession or prior thereto.

20 The Purchaser shall be entitled to take possession of the said Premises only if the Purchaser has duly observed and performed all the obligations and stipulations contained in this Agreement and have duly paid all the instalments of the consideration, applicable taxes, maintenance and other charges payable by the Purchaser under this Agreement.

21 If within a period of 5 years from the date on which the said Premises is offered for possession by Builders to the Purchaser (irrespective of whether possession of the said Premises is actually taken or not by the Purchaser) the Purchaser brings to the notice of the Builders in writing any structural defect in the said Premises or the said Building in which the said Premises is situated then, wherever possible, such defects shall be rectified by Builders at its own cost and in case it is not possible to rectify such defects or unauthorized changes, then the Purchaser shall be entitled to receive from Builders reasonable compensation for such defect or change. However, if the Purchasers carries out any alteration or addition or change in the said Premises without obtaining prior written permission of the Builders and of the concerned authorities wherever required, then, in that case the liability of the Builders shall come to an end and the Purchaser alone shall be responsible to rectify such defect or change at his/her/their own cost.

22 The Purchaser shall ensure while, carrying out any work in the said Premises that the water proofing treatment given by the Builders in the toilet, kitchen or any other area is not damaged. If while carrying out the work, the water proof base coat is damaged or any defect occurs and as a result thereof water is leaked into the Premises adjoining or below the Purchaser's said Premises and/or in any other Premises, then the Purchaser alone shall be responsible to rectify such defects at his/her/their own cost immediately after receiving communication from the Builders and/or from the Purchaser of the Premises in whose Premises there is leakage. If the Purchaser fails to carry out the said work within a period of seven days from the date of receiving communication about the leakage, the Builders and/or purchaser of the Premises in whose Premises there is a leakage

shall be entitled to enter the said Premises of the Purchaser and rectify the defect entirely at the costs of the Purchaser. The Purchaser is also prohibited from installing pumps to boost water supply in the Premises.

23 At the time of taking possession of the said Premises and in any event within fifteen days of the receipt of the written notice from Builders referred to above the Purchaser shall fully satisfy himself/herself/themselves/it with regard to the plumbing electric sanitary water fixtures and fittings locking devices, doors, windows, tiles and other items and fixtures in the said Premises and acknowledge in writing to that effect to Builders and the Purchaser shall not at any time thereafter raise any dispute objection or contention whatsoever in that behalf nor shall have any claim whatsoever against Builders save and except as stated in clause hereinabove. If any damage is caused to the said Premises after the date on which the Purchaser has/have taken possession of the said Premises, Builders will not be held responsible for the cost of reinstating or repairing the same and the Purchaser alone will be responsible for the same.

24 The Purchaser hereby agrees that in the event the Purchaser instructs Builders in writing not to execute any works inside the said Premises then the Purchaser shall not be given any rebate for works not done by Builders in the said Premises on instruction of the Purchaser. The Purchaser shall also be required to sign the handing over checklists before taking possession of the said Premises and for carrying out the work as required by him/her/them/it.

25 The Purchaser hereby agree that 15 days after notice in writing is given by Builders to the Purchaser that the said Premises is ready for use and occupation, the Purchaser shall be liable to bear and pay proportionate share of outgoings from the date of possession or from the expiry of 15 days notice as above whichever is earlier in respect of and pertaining to the said Premises including local taxes, betterment charges, development charges (by whatever name it is called) or such other levies like car park tax levied by the concerned local authority and/or government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Premises and the said Building. The Purchaser shall also be liable to bear and pay proportionate share of maintenance and other outgoings in respect of all common areas.

26 The Purchaser shall pay to the Builders their proportionate share of outgoings as may be determined. The Purchaser further agree that till the Purchaser share is so determined, the Purchaser shall pay to the Builders provisional monthly contribution as stated in this Agreement towards the outgoings. In case, if there is any increase in the taxes levied by the Local Authorities i.e. Thane Municipal Corporation, such as Property tax, water charges, or any increase in the actual cost of maintenance charges and any other outgoings, then whatever difference amount to be paid shall be borne and paid by the Purchaser only and the Builders will not be held liable/responsible for such increase in any manner whatsoever. The Builders shall be entitled to utilize such amounts for the aforesaid purpose and balance, if any, shall remain with the Builders until Conveyance/ Lease is executed in favour of the Society. The Purchaser 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 reason whatsoever. On the share of the Purchaser in the outgoings on the basis of the assessment of the building for municipal taxes, water taxes etc. being finally determined if such determined share of Purchaser is more than the proportionate share of outgoings paid by the Purchaser under this agreement then the Purchaser shall be liable to

bear such loss/deficit and on demand make good the same to the Builders from the date of the Purchaser liability to pay the outgoings, municipal taxes, water charges etc.

27 The Purchaser shall use the Premises or any part thereof only for the purpose of residence/commercial respectively and shall not use the same for any objectionable, illegal or immoral purpose. Nor the Purchaser shall be a cause of nuisance to the other residents of the said Building.

28 The Purchaser(s) along with other Purchaser(s) of Premises in the said Building shall join in forming and registering the Society to be known by such name as the Builders may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and the registration of the Society and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Builders within seven days of the same being forwarded by the Builders to the Purchasers, so as to enable the Builders to register the common organization of Purchasers. No objection shall be taken by the Purchasers if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

29 The Builders shall, within three months of completion of the said Building, registration of the Society or Association or Limited Company and sale of all Premises therein execute lease of the land beneath building, and conveyance in respect of Net balance area in favour of Federal Society/Apex body. It is clarified that the conveyance shall not include the 3 Guest Room and in the buildings.

30 In the event of the society being formed and registered before the sale and disposal by the Builders of all the Premises in such building, the power and authority of the society so formed or of the Purchaser and other Purchaser shall be subject to the overall authority and control of the Builders over all or any of the matters concerning the said development and completion thereof and all facilities appertaining to the same and in particular the Builders shall have absolute authority and control as regards the unsold/un-allotted Premises, Parking spaces & open parking space (open to sky) and all other Premises and areas out of their respective shares and the disposal thereof. The Builders may in their absolute discretion give unsold Premises and Parking spaces on leave and license basis and earn rent/profit in respect thereof.

31 The Purchaser and/or the society shall bear and pay the municipal taxes, maintenance charges and all other outgoings in respect of the said Building. In addition thereto the common expenses in respect of maintenance of recreation ground, internal roads, pathways, open spaces, common passages and other facilities that may be provided for benefit of residents of said Buildings shall be shared by the Purchaser herein along with other purchaser in the said Project in proportion of their respective area.

32 The Purchaser shall simultaneously against execution of this Agreement shall pay to the Builders the amounts as stated herein below. The amount so paid by the Purchaser to the Builders shall be utilized by the Builders for the purposes for which these amounts have been received. The Builders shall not be liable to give any account in respect thereof to the Purchaser.

33 (A) The Purchaser shall on or before taking possession of the said Premises pay to the Builders the following amounts known as 'Other Charges' which shall be **Non Refundable Amount**

Amount (Rs.)	Particulars
10,000/-	Professional charges for preparation of this Agreement
10,000/-	Charges for water meter connection/TMC deposits
	Charges for Pipe Gas connection / Deposits
	Charges for Electric Meter, Deposit and Other Charges
	Development Charges
	Towards Labour Cess
	Cost of Club House
	GST on the above charges
	Total Rupees _____ only

(B) The Purchaser shall before taking possession of the said Premises pay/keep deposited with Builders the following amounts or any increase thereto. The Builders shall be accountable for these receipts to the registered Society which will be formed and registered.

Amount (Rs.)	Particulars
	Advance maintenance deposit charges for 18 (eighteen) months.
1,000/-	Towards Share Money and Entrance Fee
10,000/-	Towards formation and registration of the Society
	Corpus fund for maintenance of Club House
	Building Protection Deposit
	GST on the above charges
	Total Rupees _____ only

The Builders shall deposit the said amount contained in clause 32(B) in any bank. If Builders find that the amount of the said maintenance charges / Corpus fund is not sufficient for the maintenance of the said project, the Builders shall raise monthly/quarterly bills towards Purchaser's share towards maintenance and other outgoings in respect of all common areas, facilities of the Building, and said Project. The Purchaser shall pay amount of monthly/quarterly bills within two weeks of receipt of such bill and shall not withhold the same for any reason whatsoever. In case of delay, the Purchaser shall pay interest at the @18% per annum from the due date mentioned therein till the date of actual realization of the payment. All taxes such as Municipal Property Taxes etc, as applicable, would be payable by the Purchaser to the relevant authorities and would be a part of overall maintenance of the said Building. Builders shall utilize the corpus fund for maintenance of club house. Balance of the corpus fund for maintenance of the club house if any shall be utilized by the Builders for other maintenance charges in case the Premises Purchaser/other purchasers fail to pay their share of maintenance charges or in case of exigencies.

34 It is further agreed between the Builders and the Purchasers that cost of the Club house shall be retained by the Builders and the balance of corpus fund for maintenance of club house if any shall be used for the purpose as mentioned and the balance amount if any there from, shall be handed over to the individual Society after deducting there from all the expenses as well as any unpaid dues receivable by the Builders from the Purchasers of the building towards maintenance.

35 The Purchaser do hereby expressly agree that the current charges of maintenance, property tax (exclusive of GST or any other applicable taxes) are based on assumptions and are tentative and provisional. It is specifically agreed that in future any increase in the maintenance charges and Property Tax charges as aforesaid, same shall be borne and paid by the Purchaser alone without making the Builders herein liable/responsible for the same in any manner whatsoever.

36 The purchaser and/or the society shall bear and pay the municipal taxes, maintenance charges and all other outgoings in respect of the said Building. In addition thereto the common expenses in respect of maintenance of recreation ground, internal roads, pathways, open spaces, common passages and other facilities that may be provided for benefit of residents of "**Mahavir Spring**" shall be shared by the Purchaser herein along with other purchaser in the said project in proportion of their respective area.

37 The purchaser shall bear and pay the proportionate costs of the annual maintenance contract and all other charges towards the services provided by the Builders viz. Sewerage Treatment Plant (STP), mechanical car parking spaces, Club House, Solar Heating, Generator, Lift, Fire Fighting equipments, DG Set, CC TV, Club house, Garden and charges towards any other facilities/services provided by Builders from time to time. The Purchaser herein along with other purchaser in the said Project shall on demand and in any event within a period of seven days make the payment of the amount proportion of their respective areas to the Builders. The Builders shall not be liable to bear or pay any amount by way of contribution, out goings, deposits, transfer fees, non occupancy charges, donation, premium or otherwise howsoever to the society/s in respect of any unsold/un-allotted Premises or parking spaces in the said project, save and except the rents, rates, taxes, cess and assessments payable to the Corporation and other Government, local or public or private bodies and authorities in respect thereof. The Builders will be entitled to apply for and obtain reduction in and the refund of

the municipal and other taxes, cess, assessments and levies on account of the vacancy of the un-allotted/unsold Premises/unsold shops, Premises and parking spaces, if the Builders are liable to pay or have paid the same in respect of the Premises and/or parking spaces which are not allotted, sold and disposed of. If any refund of any such taxes, cess, assessments or other levies made by the Corporation or any other Government, local or public body or authority is received by the society/s in respect of such unsold or un-allotted Premises and/or parking spaces, then the Society/s (as the case may be) shall forthwith and without making any claim or demand or raising any objection or dispute whatsoever in respect thereof, pay over the same to the Builders, whether the Builders have demanded the same or not.

38 It is specifically and clearly agreed between the Builders and the Purchaser that within 15 days after notice in writing is given by the Builders to the Purchasers that the Premises is ready for use and occupation or the day the Purchaser takes possession whichever is earlier the Purchasers shall be liable to pay the maintenance charges, property tax and other outgoings in respect of the Premises agreed to be purchased by him from the date the Builders intimate the Purchaser to take possession of the said Premises and not from the date the Purchaser takes the actual possession of the Premises agreed to be purchased by him. It is clearly agreed and understood by the Purchaser that even if the Purchaser commits a delay in obtaining the possession of the Premises agreed to be purchased by him on the date intimated to him by the Builders in writing the Purchaser shall be liable to pay the maintenance, outgoings and property tax in respect of the Premises agreed to be purchased by him and for the common amenities in the project from the date the Builders intimate him in writing to obtain possession.

39 It is further clearly understood and specifically agreed by the Purchaser that as the amounts collected from the Purchasers towards the maintenance and other outgoings as well as property tax being tentative / provisional in nature if the Builders incur more costs towards maintenance, other outgoings and / or property tax then what has been collected from the Purchaser and other Premises Purchasers towards maintenance, outgoings and property tax then the Purchaser herein and all other Premises Purchasers shall be bound and liable to pay their proportionate share towards such increase and the entire responsibility of payment of any such upward difference in payment of maintenance, other outgoings or property tax as the case may be in respect of the Premises agreed to be purchased by the Purchaser due to increase in the cost of maintenance, any other outgoings or upward revision in property tax shall be entirely of the Purchasers and shall be borne and paid by the Purchaser and the Builders shall not be liable for the same. In the event the Purchaser or any other Purchaser of other Premises in the building denies/refuses/avoids/fails to pay the proportionate increase to the Builders on demand then the Purchaser irrevocably consent and authorize the Builders to utilize/appropriate the deficit amount from the corpus fund for maintenance of club house or any other amount lying with the Builders and at the time of handing over the accounts and management to the Society which may be formed hand over the balance out of the refundable corpus to such Society which may be formed and registered after adjusting the difference amount borne by the Builders and the Purchaser as a member of the Society shall not object to the same.

40 It is further agreed between Builders and the Purchaser that if at the time of handing over charge any IOD deposits and any other refundable deposits paid by Builders in respect of the said Building are not received back from the Corporation or any amount payable to the Builders is not paid by any of the member then the Builders are entitle to adjust the same, out of the amounts, if

any, payable by Builders to Ad-hoc Committee and/or Society and Society will be entitled to receive refund of deposit or recover such amount from its members.

41 The Purchaser with intention to bind and bring in all persons into whosoever hands the Premises may come, both hereby covenants with Builders as follows:

- a) To maintain the said Premises at Purchasers own cost in good habitable repair and condition from the date of possession of the said Premises is taken. The Purchaser shall not do or suffer to be done anything in or to the building in which the said Premises is situated nor to alter or make additions in or to the building in which the said Premises is situated, which may be against the rules, regulations or bye laws of concerned local or any other authority or change.
- b) To carry at his/her/their own cost all internal repairs to the said Premises and maintain the said Premises in the condition, state and order in which it was delivered by Builders to the Purchaser and shall not do or suffer to be done anything in or to the said Premises which may be against the rules and regulations and bye laws of the concerned local authority or other public authority. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- c) To observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Premises, the said Building and other building and the Premises therein and for the observance and performance of the building rules, regulations and bye laws for the time being of the concerned local authority and of government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the said Premises and the common areas and shall pay and contribute regularly and punctually towards the taxes expenses or other outgoings in accordance with the terms of this Agreement.
- d) Not to change the user of the said Premises without previous written consent of Builders and/or Society.
- e) Not to store in the Premises any goods, which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building in which the said Premises is situated or to store goods which is objected by the concerned local or other authority and not to carry or cause to be carried heavy packages to upper floors which may damage or are likely to damage the staircases, common passages or any other structure of the said Building including entrances of the building and in case any damage is caused to the building on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.
- f) Not to demolish or cause to demolish the Premises or any part thereof, nor at any time make or cause to be made any addition or alterations, of whatever nature in or to the Premises or any part thereof and to keep the portion, sewers, drains, pipes in the Premises and appurtenances thereto in good tenantable repair and condition and in particular so as to support shelter and protect the other parts of the said Building in which the Premises is situated and not to chisel or in any other manner damage columns, beams, walls, slabs or RCC, walls or other structural members in the Premises without the prior written permission of Builders and/or the Society.

- g) Not to shift or alter the position of the kitchen or the piped gas system or the toilets in the Premises which would affect the drainage system of the said Premises / Building in any manner whatsoever.
- h) Not to stick or affix pamphlets, posters, or any paper on the walls of the building or in any portion of the project.
- i) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Property and the building in which the said Premises is situated.
- j) Not to change and/or alter the elevation and the colour scheme of the said building/s.
- k) Not to enclose and/or undertake and do any construction in the lower ground + upper ground 1 + upper ground 2 and upper stilt of the said Building/s.
- l) Not to enclose and/or cover terrace area adjoining the residential area if any and the common terrace of the building.
- m) Not to make any additions or any alteration in the architectural elevation of the said Building and not to change the outside colour scheme or coating of the said Building.
- n) Not to make any change in any of the external windows or doors of the said Premises in the Building by way of shifting, altering, changing the colour or any other way whatsoever from its original place nor do any fixing of tiles beyond the original windows/sliding windows.
- o) Not to keep any plants in pots or any other objects on the outside of the windows or on the parapets or chajjas and not to do anything which may cause discolouration or disfiguration or any damage to the said Buildings.
- p) Not to cover any chajjas/terraces/balconies or construct any structure or poles or pergolas or trellis on the chajjas/terraces/ balconies.
- q) Not to erect or fix grills to windows, balconies, other openings in the said Premise otherwise than the design and specifications finalized by the Builder which have been made known to the Purchaser.
- r) Not to chisel or break or cause any damage to the columns, beams, walls, slabs or R.C.C. pardis or other structural members in the said Buildings or on the pardis/parapets/railings provided in the said Buildings.
- s) Not to enclose duct, service areas or elevation projections.
- t) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property and the said Building in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- u) Not to transfer, assign, give on leave and license, caretaker, paying guest or tenancy basis or induct any person/s into or part with the said Premises and/or the Purchaser's right, interest or benefit under this Agreement or part with the possession of the said Premises without the prior written consent of Builders until the execution of the **Deed of Conveyance**. The Builders shall grant such consent

to the Purchaser only if the Purchaser has not committed any breach or violation of any of the terms, conditions, covenants, stipulations or provisions of this Agreement. Such consent shall be subject to the terms and conditions imposed and stipulated by Builders in this regard, including payment of transfer fees and/or other amounts payable by the Purchaser to Builders under this Agreement.

v) The Purchaser hereby agree/s that in the event any amount by way of deposit or premium or betterment charges or development charges or any tax or levies of payment of a similar nature becoming payable by Builders to the Municipal Corporation or to any other authority in respect of development of the said Property or in respect of the said Building and other building constructed and/or being constructed thereon the same shall be reimbursed to Builders in proportion to the area of the said Premises agreed to be purchased by the Purchaser bears to the area of the Premises and/or all other Premises in the said building/Wing and/or in the said Project as the case may be and in determining such amount the decision of Builders shall be conclusive and binding upon the Purchaser.

w) The Purchasers hereby agree that in case of any conflict between the terms and conditions of the Letter of Allotment issued by the Builders in favour of the Purchasers and the terms and conditions herein the terms and conditions hereof shall prevail.

x) Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchasers in Project, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the Premises in the Project.

y) Till a conveyance of the building in which the Premises is situated is executed in favour of the Society the Purchaser shall permit Builders and their surveyors and agents with or without workmen at all reasonable times, to enter into and upon the said Premises and the said Building or any part thereof to view and examine the state and condition thereof;

(z) The Builders shall be entitled to construct site office / sales lounges in the project or any part thereof and shall have the right to access the same at any time, without any restriction whatsoever irrespective of whether any building in the project or part thereof is transferred to the Society until the entire development of the project is fully complete.

aa) The Purchaser shall permit the Builders and their surveyors and agents with or without workmen at all reasonable times, to enter into and upon the said Premises and the said building or any part thereof to view and examine the state and condition thereof with prior intimation to the Purchaser;

bb) The Purchaser in his individual capacity or as members of the Organisation along with other purchasers of other Premises will not call upon or require the Builders to contribute any amount towards payment of proportionate rents rates and taxes outgoings maintenance charges and repairs of unsold Premises or the plot or the building including common area restricted areas.

cc) Not to visit the construction site without the Builders prior written permission to ensure the safety of person visiting construction sites.

42 The Purchaser further covenants with the Builders as follows:

(a) That the Purchaser shall not do or carry out any work of interior decoration, renovation, furniture making or any other allied work between 7.00 PM to 9.00 AM in the said Premises and nuisance shall not be caused at any time to the occupiers of the other Premises in the said Buildings. The Purchaser shall also ensure that workmen carrying out such work shall leave the said Buildings at 7.00 PM every day.

(b) That the Purchaser shall hereby agree and undertake that in case the Purchaser intends to carry out any work of interior decoration, renovation the Purchaser shall be liable to deposit an interest free amount of Rs...../- with the Builders towards guarantee money which shall be refunded by the Builders to the Purchasers only after all the debris are removed and area neatly cleaned. The Purchasers shall make suitable arrangements for removals of debris and clean the area of operation. In the event the Purchaser fail to remove the debris or clean the area of work or damage any part or portion thereof the Builders shall from the amount of guarantee money lying with them make the arrangements for removal of debris or clearing the common areas or restoring or repairing such area if any and shall be entitled to utilize the money for such works in which case the Purchaser shall not be entitled to ask for any accounts of the money appropriated /adjusted from the guarantee money. The Purchaser further agree and undertake not to commence any work of interior decoration, renovation without paying the deposit towards guarantee money to the Builders;

(c) The Purchaser hereby agrees and undertakes that he shall not make any structural changes or other changes to the Premises and will be fully responsible for the consequences resulting out of all acts of omissions or commissions in respect thereof and shall keep the Builders indemnified in that behalf;

(d) The Purchaser hereby agree and undertake that he/she shall not use the lift to transport any heavy material/article nor shall he/she store any heavy material or carpentry material in the building Premises or in the corridor of the floor on which the said Premises is situated. Further the Purchaser shall not hold the Builders liable or responsible for any theft or loss to construction materials.

(e) The Purchaser shall not keep or fix footwear unit/box or cupboard nor fix any foot wear rack for storing/keeping footwear in the corridor of the floor on which said Premises is situated.

(f) All the terms and conditions contained in diverse agreements made or to be made between Purchaser and the Builders and other purchasers of the other Premises and other premises comprised in the said Project shall be binding on the Purchaser and the Purchaser will not raise any objection to the same.

(g) The Purchaser agrees and undertakes to pay the proportionate share in the taxes ground rent (if any), water taxes, electricity charges, all expenses for maintenance of the said Premises and all outgoings whatever as may be determined by the Builders until the Apex Body takes charge and control of management of the said Building. The Builders shall be liable to render any account of such amounts and corpus funds only to the Apex Body and not individually at any time. The Purchaser agrees and undertakes to bear and pay regularly every month maintenance charges and other outgoings.

(h) The Purchaser agrees to bear and pay the cost of the Manager appointed or as may be appointed by the Builders to manage and look after the affairs of the building / project and the common amenities.

(i) The Purchaser agrees to if the Thane Municipal Corporation or any other authority requires any further agreement or writings the Purchaser hereby give their deemed consent to the Builders and/or its constituted attorneys to do and execute such further deed, documents and writings as may be necessary or required by them.

(j) The Purchaser agrees and undertakes to bear and pay the GST or any other tax or taxes dues statutory duties and other payments dues on the construction sale or otherwise that are payable on the date of execution of this Agreement or that may be introduced by the State or Central Government or local authorities or competent authorities from time to time in respect of the said Premises or otherwise directly or indirectly relating to the said Agreement and that the Builders shall not be responsible in that behalf under any circumstances whatsoever. In the event of the aforesaid liability or any increases in the GST being due, then the Purchaser does hereby expressly authorize the Builders to pay the same without any approval consent from the Purchaser. In the event of any shortfall/deficit in the GST amount paid by the Purchaser, then the Purchaser does hereby agree and undertake to immediately bear and pay and reimburse the same to the Builders.

(k) The Purchaser agrees that pending the due and full payment of such aforesaid liabilities or any of them the Purchaser shall be deemed to have created a first charge and lien on the Premises agree to be purchased by him to the extent of such payments, in favour of the Builders. Upon the due full and complete payment of the aforesaid liabilities along with the interest penalties and increases therein such lien and charge shall automatically stand cancelled. Otherwise in the event of default to make the payments or the interest or any increases therein, then the Builders will be entitled to enforce the charge/lien and be further entitled to recover such amounts receivable by them together with interests thereon.

(l) That it shall be the responsibility of the Purchaser to maintain his Premises in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his Premises are regularly filled with white cement/epoxy to prevent water seepage.

(m) That the Purchaser has been made aware and that the Purchaser expressly agrees that the regular wear and tear of the Premises/building/phase/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

(n) That the Builder shall not be responsible for any damage caused to the said Premises on account of delay in taking over possession by the Purchaser and in such an event the Purchaser will have to take possession of his Premises on as is where is basis, provided that the Purchaser shall continue to be liable to pay maintenance charges from the date of offer of possession.

(o) The Purchaser represents that he is not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months.

43 At the time of execution of Lease Deed/ Conveyance the Purchaser shall pay to Builders, Purchaser's share of stamp duty and registration charges payable, if any, by the Society on the lease/conveyance or any document or instrument of transfer in respect of the said Building and/or the said Property. The Stamp duty and Registration charges incidental to this Agreement shall also be borne and paid

by the Purchaser. The share of the Purchaser of such cost, charges and expenses shall be paid by him/her/them/it immediately on demand.

44 The name of the said Project shall forever be "**Mahavir Spring**".

45 The said Premises as the case may be is intended and shall be used for residential/commercial purpose respectively only and the Purchaser shall not be entitled to and shall not change the user of the said Premises. The Purchaser shall use the car parking space allotted to him/her/them only for the purpose of keeping or parking his/her/their own vehicles and for no other purpose.

46 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 Building or of the said Property or any part hereof. The Purchaser shall have no claim of any nature whatsoever save and except in respect of the Premises hereby agreed to be sold to him/her/them/it and all open spaces, parking spaces, lobbies, staircases, terraces, lifts, recreation grounds and any Common Facilities etc. will remain the property of Builders until the said Property and the said Building is transferred/ conveyed to the Society.

47 Builders have availed financial Assistance from J. M. Financial Credit Solutions Ltd. against security of the said Property. It is hereby expressly agreed, clarified and understood that so long as it does not prejudice the rights created in favour of the Purchaser under this Agreement in respect of the said Premises, Builders shall be absolutely, irrevocably and unconditionally entitled to and have the right to create charges or liens on, encumber, mortgage, sell, assign, transfer, dispose off, or otherwise deal with in any manner howsoever all or any of their rights, benefits, interest, title, privileges, and/or claims including development rights in respect of the said Property and/or the construction thereon or any part or parts thereof, including the said Building without any notice to the Purchaser and the Purchaser has given and granted his/her/their/its specific, full free, unqualified and irrevocable consent to Builders to do so. As part of any such arrangement by Builders all or any of the responsibilities and/or obligations of Builders may be shifted or transferred to any other person or persons. All such arrangements by Builders shall be binding on the Purchaser. Builders undertake to clear the aforesaid encumbrances, if any, in respect of the said Premises or building in which same is situated prior to the execution and registration of the Deed of Conveyance/ in favour of the Society and Builders shall indemnify and keep the Purchaser fully indemnified against all claims of any nature whatsoever that may be made against the Purchaser in respect of the said Premises by virtue of any encumbrances created as aforesaid.

48 Any delay, tolerance or indulgence shown by Builders in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser by Builders shall not be construed as a waiver of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the rights of Builders.

49 Builders shall be at liberty to sell assign or otherwise deal with or dispose of their right, title and interest in the said Property or any party thereof PROVIDED that Builders do not in any way affect or prejudice the right hereby granted in respect of the said Premises in favour of the Purchaser.

50 The Builders hereby represents and warrants to the Purchasers as follows:
i. Subject to mortgage in favour of J. M. Financial Credit Solutions Ltd., or such other Bank/s to which the Builders will switch the J. M. Finalcial Credit Solutions

Ltd., loan, the Builders have clear and marketable title with respect to the said Property as declared in the title report annexed to this agreement and has the requisite right to carry out development upon the said Property and also has actual, physical and legal possession of the said Property for the implementation of the Project;

ii. The Builders have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. Except Mortgage in favour of J. M. Financial Solutions Ltd., or such other Bank/s to which the Builders may switch the J. M. Financial Solutions Ltd., loan there are no encumbrances upon the said Property or the Project;

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

v. The Builders have the right to enter into this Agreement and has not committed or omitted to person any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;

vi. The Builders have 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 Proeprty, including the Project and the said Premises which will, in any manner, affect the rights of the Purchaser under this Agreement;

vii. The Builders confirms that the Builders is not restricted in any manner whatsoever from selling the said Premises to the Purchaser in the manner contemplated in this Agreement;

viii. At the time of execution of the conveyance in favour of Apex Body/Federal Society the Builders shall handover lawful, vacant, peaceful, physical possession of the common areas to the Federal Society of Apex Body;

ix. The Builders have duly paid and shall continue to pay and discharge governmental dues, rates, charges and taxes and other monies, levies, premiums, damages, and/or penalties and other outgoings with respect to the said Project to the competent authorities till offering possession of the Premises in the said wings to the Purchaser;

x. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Property) has been received or served upon the Builders in respect of the said Proeprty and/or the Project.

51 Builders have brought to the notice of the Purchaser that if there exist any public drainage line below the ground level on a portion of the said Property, Municipal Corporation and other authorities shall always and forever have right of access on the said Property to carry out repairs and maintenance of the said drainage line.

52 The Deed/s Conveyance/ and all other deeds, documents and writings relating or incidental to this Agreement, or to be executed pursuant to the same shall be prepared by the Advocates of Builders and the same shall be in accordance with the terms, conditions, covenants, stipulations and provisions of this Agreement and shall be in such form and shall contain such terms, conditions, covenants, stipulations and provisions including those contained in this Agreement as may be decided and determined by Builders in their sole, absolute and unfettered discretion, including the following :

- (i) Covenants which shall run with the land and which shall be binding upon, the Purchaser and his/her/their/its heirs, executors, legal representatives, successors, transferees and assigns, as the case may be, and on the Society.
- (ii) Covenant/s for right of way/access, if any, given and granted or to be given and granted to and in favour of Builders of any contiguous or adjacent or adjoining lands and properties and/or any other person/s, over or through the said Property or any part thereof.
- (iii) Declaration/s and confirmation/s of and from the Purchaser, the Society that they shall not be entitled to or claim any easement of right of light or air, which would restrict or interfere with in any manner whatsoever, the free and unobstructed use and enjoyment of any portion of the said Property by Builders, for the purpose of development thereof and/or any other lawful purpose;
- (iv) Declaration/s and confirmation/s of and from the Purchaser, the Society in respect of the sole and absolute authority of Builders regarding sale, transfer, assignment and/or disposal of unsold premises and parking spaces, including additional construction, carried out on the said Scheme by utilizing and consuming the FSI, FAR and TDR or sale, transfer, assignment and/or disposal thereof and Builders sole right to enjoy and appropriate the revenue, income and benefits thereof; and
- (v) Declaration/s and confirmation/s of and from the Purchaser, the Society in respect of the sole and absolute authority of Builders regarding any contracts, arrangements, memorandums and/or writings executed for the said Project including appointment of any agency, firm or corporate body or person or any other organization or association to maintain and manage, control and regulate the said Building and/or the said Project and/or the said Scheme and/or the facilities including power and authority to collect the entire outgoings, provisional charges and other amounts for such consideration and on such terms and conditions as Builders may deem fit.
- (vi) So far as the Purchaser's rights, interest and benefits are concerned, the nature and scope of this agreement is limited to the said Premises agreed to be purchased by the Purchaser. The Purchaser shall not have any claim, right or interest in respect of any common areas, common facilities whatsoever in the said Building and the said Project and/or said Scheme including the open spaces, lobbies, staircases, lifts, common entrances, common passages, corridors, terraces, recreation areas and club house and garden (hereinafter referred to as the said "**Common facilities**") save and except the right of user, limited or otherwise, thereof hereby expressly given to the Purchaser in respect thereof and all such Common facilities shall remain the property of Builders until the Deed/s of Lease / Conveyance/ is/are executed and registered. After execution and registration of the Deed/s of Lease /Conveyance, the society/s as the case may be will hold all such Common facilities expressly subject to the rights, interests and benefits of and/or reserved by Builders herein and therein, or otherwise in respect thereof.

53 The said Common facilities in the said Project shall be used in a reasonable manner and only for the purposes for which the same are intended and provided and the same shall be used in accordance with the rules and regulations as may be framed in this regard by Builders, the society/s and subject to the payment of the prescribed charges, if any and/or Maintenance Charges, as agreed upon.

54 It is also understood and agreed by and between the Parties hereto that all the Purchasers of the Premises in the said Project '**Mahavir Spring**' including the Purchaser herein shall be entitled to use and have ingress and/or egress through all the internal roads and pathways including such internal roads and pathways on the podium level and/or on the ground level (i.e. below the podium) provided on the said Property.

55 All the Machinery/equipmentsviz STP, Generator system etc provided in the Project are manufactured by the some known brand having good reputation in the industry. They also come with warrantee/Guarantee period and after the period of warrantee/Guarantee, the organization of the Purchasers in the Project will be bound to award maintenance contract to well known and reputed authorized service provider of the manufacturer. All machinery/equipment in spite of all precautionary measures may occasionally malfunction which cannot be avoided. The Purchaser/s or its organization will not make any grievances about malfunctioning and will not hold Builders responsible for such malfunctioning and any incidental loss or damages to the Purchaser/s or anyone claiming through, by or under him.

56 Some of the equipments/amenities/facilities require regular maintenance service through authorized service provider to maintain it in proper condition. The organization of the Purchasers in the Project will be responsible to award Annual Maintenance contract (AMC) to well known reputed authorized service provider of the equipment and to ensure that all consumable and spare parts of original equipments Manufacturer (OEM) are used and not any other substitute. If the organization of the Purchasers in the Project fail to make AMC and/or replace spare with other than OEM and said equipment get damaged, the Builders will not be held responsible and liable for any damages to those equipments. Similarly, some of the equipments require regular operation maintenance and usage and if are left un-operated/unused for long time it may start rusting and may become redundant and unusable, therefore the organization of the Purchaser in the Project will have to ensure that it is regularly used inspected and serviced. If the organization of the Purchaser in the Project fails to maintain the same as per maintenance manual, the Builders will not be responsible or liable for non functioning and any loss or damages due to such non functioning. If such equipments remain unused and get damaged, defect liability of such equipments will become automatically null and avoid. All that is provided hereinabove is applicable with respect to equipments and amenities provided in the Project such as Fire Prevention System, STP, DG Sets, etc.

57 The organization of the Purcahsers in the Project shall at its own cost renew and maintain all Annual maintenance Contract(AMC) of all equipments viz. Lift, STP, Fire Fitting System, OWC etc. and all other amenities provided to the Project from the well known reputed authorized service providers. If the organization of the Purchasers in the Project fails to renew any of the AMC and those equipments suffer damages the Builders shall not be held responsible for any loss of life of property or damage or any untoward incident ensuing there from and it will be only the Purchasers in the Project and/or their organization

shall be responsible and liable for the same and the Builders shall have absolutely no liability whatsoever in that behalf.

58 The Builders have informed the Purchaser that supply of water, drainage and sewerage facilities to the Proposed Building and the Premises therein is dependent upon the provisions presently made and/or which may be made in future in respect thereof by TMC and/or other Local Authorities and hence the Purchaser shall not be entitled to demand from the Builders and the Builders shall not be liable to make any provision in these regards beyond provisions presently made and/or which may be made in future by TMC and/or other Local Authorities. Likewise the Builders have informed the Purchaser that supply of electricity facilities to the Proposed Building and the Premises therein is dependent upon the provisions presently made and/or which may be made in future in respect thereof by the Electricity supplying Companies and hence the Purchaser shall not be entitled to demand from the Builders and the Builders shall not be liable to make any provision in these regards beyond provisions presently made and/or which may be made in future by such Electricity supplying Companies.

59 The Builders shall only facilitate obtaining water and electricity supply and other utilities but do not guarantee the availability of the same and the same shall be dependent on the local conditions and availability of the same as per the Authorities concerned.

60 **IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO** that till execution of Deed of Lease/Conveyance the terrace of the said building shall always belong to Builders. Builders shall make joint terrace garden on the terrace of Building No. 1 and 2 for the common use of all purchasers of Premises of Building No. 1 and 2 respectively. The Purchasers of Premises of Building No. 1 and 2 shall allow put up hoardings, display of advertisements on the terrace of the said Building or any part thereof and to commercially exploit the aforesaid rights for their own benefit.

61 All the notices to be served on the Purchaser as contemplated by this agreement shall be deemed to have been duly served if sent to the parties by or under Registered Post (Acknowledgement Due) at their respective addresses specified hereinabove.

62 This Agreement alongwith its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements, whether written or oral, if any between the Parties in regard to the said apartment/plot/building as the case may be.

63 In this Agreement unless there is anything inconsistent with or repugnant to the subject or context (a) SINGULAR shall include PLURAL and vice versa and (b) MASCULINE shall include FEMININE and vice versa.

64 This Agreement may only be amended through written consent of the Parties.

65 Forwarding this Agreement to the Purchaser by the Builder does not create a binding obligation on the part of the Builders or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment schedule and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Builders. If the Purchaser fails to execute and deliver to the

Builders this Agreement within 15 (fifteen) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Builders , then the Builders shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums paid by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever after deducting the charges as contained in this Agreement.

66 It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Premises shall equally be applicable to and enforceable against any subsequent purchasers being the nominees/assignees of the Purchaser or the Purchaser's heirs/executors/assigns-successors in title as the said obligations go alongwith the Premises for all intents and purposes.

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

68 Both parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

69 The execution of this Agreement shall be completed only upon its execution by the Builders through their partner/authorized signatory at the Builders Office, or at some other place which may be mutually agreed between the Builders and the Purchaser. The Purchaser and/or Builders shall present this Agreement at the office of the Competent Sub Registrar within the time limit prescribed by the Registration Act 1908 and the parties hereto will attend such office and admit execution thereof.

70 Any dispute between the parties hereto relating to the Premises or the Building shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act 2016 Rules and Regulations thereunder.

71 The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts at Mumbai alone will have the jurisdiction for this Agreement.

72 Provided and Always that if any dispute, difference or question at any time hereafter arises between the parties hereto or their respective representatives in respect of the meaning and interpretation of these presents or concerning anything herein contained hereto shall be finally settled under Indian Arbitration and Conciliation Act, 1996 in effect on date hereof, The agreement shall be

governed by, construed and interpreted in accordance with the Laws in India. The venue of Arbitration shall be at Mumbai, India only. The Arbitration shall be held in English language and the award of Arbitration shall be final and binding on both the parties.

73 That in case there are Joint Purchasers all communications shall be sent by the Builders to the Purchaser whose name appears first and at the address given by him which shall for all intents and purposes be considered as properly served on all such Joint Purchasers.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands to this writing on the day and the year first hereinabove written,

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcels of land bearing Survey No.280, Hissa No.1 (part), Survey No.280, Hissa No.1 (part), Survey No. 280, Hissa No. 4, Survey No.289, Hissa No.2 (part), Survey No. 289, Hisa No. 2 (part), Survey No. 415 (part) and Survey No. 415 (part) collectively admeasuring 54,392 sq. mtrs. or thereabouts, situated at Majiwada, Taluka and District Thane, and in the Registration District and Sub-District of Thane and within the limits of the Thane Municipal Corporation.

THE SECOND SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of land hereditament and plot bearing S. No. 280 Hissa No. 1(A), S. No. 280 Hissa No. 1(B), S. No. 280 Hissa No.4., Survey No.289 Hissa No. 2 (A), Survey No.289 Hissa No. 2 (B), and Survey No. 415 admeasuring in all 33386 sq. mtrs. or thereabouts situated at Majiwada, Taluka and District Thane, and in the Registration District and Sub-District of Thane and within the limits of the Thane Municipal Corporation.

THE THIRD SCHEDULE ABOVE REFERRED TO:

ALL THAT portion admeasuring 12147.68 sq.mtrs. bearing S. No. 280 Hissa No.4, Survey No.289 Hissa No. 2 (A), Survey No.289 Hissa No. 2 (B), and Survey No. 415 situate, lying and being at village Majiwada, Taluka and District Thane , and in the Registration District and Sub-District of Thane and within the limits of the Thane Municipal Corporation.

THE FOURTH SCHEDULE:
(Description of Common Areas)

- 1 Common passages and lobbies
- 2 Water tanks and pump rooms
- 3 Lifts
- 4 Staircases
- 5 Lobbies
- 6 Landings

SIGNED, SEALED AND DELIVERED]
by the withinnamed "**Developers**"]
Vinayak Developers through its Partner]

in the presence of
1. _____
2. _____

SIGNED, SEALED AND DELIVERED]

by the withinnamed "**Purchaser/s**"]
Mr. / Mrs. / M/s _____]

]

in the presence of

1. _____
2. _____

RECEIPT

RECEIVED of and from the withinnamed]
Purchaser/s, Mr. / Mrs. / M/s _____]

a sum of Rs. _____/- (Rupees _____]

only)]
in Cash /Cheque / DD No. _____]
Dated _____ drawn on _____]
_____ Bank _____ branch being the]
Amount of earnest money paid on]
or before execution hereof.]

WE SAY RECEIVED
Vinayak Developers
Builders

WITNESSES:

1.
2.