

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at THANE, on this _____ day of _____ in the Christian Year Two Thousand Twenty Two.

BETWEEN

PURANIK BUILDERS LIMITED, a Company incorporated under the Companies Act, 1956 having its Registered office at: Puranik's One, Kanchan Pushpa, Kavesar, Ghodbunder Road, Thane (W) 400 615, Email Id : _____ hereinafter for brevity's sake called "the PROMOTER" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-title, nominees and assigns) of the ONE PART; AND;

FOR INDIVIDUALS/JOINT ALLOTTEES

1. Sh./Smt. _____
S/D/W of Sh. _____
Resident of _____

PAN _____
Email Id : _____

2. *Sh./Smt. _____
S/D/W of Sh. _____
Resident of _____

PAN _____
Email Id : _____

(*To be filled In case of joint Allottees)

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

II. FOR PARTNERSHIP FIRMS

**M/s. _____ a Partnership Firm duly registered under the Partnership Act through its authorized representative/ partner Sh./ Smt. _____ having office at _____

_____ Email Id : _____ (hereinafter referred to as the 'Allottee' which expression shall unless repugnant to the context or meaning thereof, be deemed to include all the partners of the partnership and their heirs, legal representatives, administrators, executors, nominees, successors and permitted assigns) of the OTHER PART

III. FOR COMPANIES

** M/s. _____ a Company registered under the Companies Act, 1956, having its registered office at _____

_____ Email Id : _____ through its duly authorized signatory Sh./Smt. _____ authorized by Board Resolution dated _____ (hereinafter referred to as the "Allottee" which expression shall unless repugnant to the context or meaning thereof, be deemed to

include its administrators, successors in interest, nominees and permitted assigns) of the OTHER PART.

WHEREAS

- i) Mr. Vishwanath Sitaram Thakur and others are the exclusive owners of the pieces and parcels of land bearing 1) Survey No. Old 197 New 100 Hissa No. 12 admeasuring about 700 Sq. mtrs., 2) Survey No. Old 197 New 100 Hissa No. 14 admeasuring about 4050 Sq. mtrs., 3) Survey No. Old 197 New 100 Hissa No. 15 admeasuring 13870 Sq. mtrs; admeasuring in aggregate 18620 sq. mtrs., lying and being at Village Bhainderpada, Taluka and District Thane within the Registration District and Sub – District of Thane and also within the limits of TMC, which pieces and parcels of land, more particularly described as IA, 1B and IC respectively in the First Schedule hereunder written” and herein after collectively referred to as “First property”;
- ii) Bharat Rajaram Thakur and others are the exclusive owners of the pieces and parcels of land bearing Survey No. Old 197, New 100, Hissa No. 17 admeasuring 820 sq. mtrs., lying and being at Village Bhainderpada, Taluka and District Thane within the Registration District and Sub – District of Thane and also within the limits of TMC, which piece and parcel of land, more particularly described as ID in the First Schedule hereunder written and hereinafter referred to as “Second property”;
- iii) Rohidas Narayan Vaity and others are the exclusive owners of the pieces and parcels of land bearing Survey No. Old 197, New 100, Hissa No. 18 admeasuring 2000 sq. mtrs., lying and being at Village Bhainderpada, Taluka and District Thane within the Registration District and Sub – District of Thane and also within the limits of TMC, which pieces and parcels of land, more particularly described as IE in the First Schedule hereunder written and hereinafter referred to as “Third property”;
- iv) Puranik Builders Limited is the exclusive owners of the pieces and parcels of land bearing 1) Survey No. Old 197 New 100, Hissa No. 19 is admeasuring 2000 sq. mtrs., 2) Survey No. Old 197 New 100, Hissa No. 22 is admeasuring 900 sq. mtrs., admeasuring in aggregate 2900 sq. mtrs.; lying and being at Village Bhainderpada, Taluka and District Thane within the Registration District and Sub – District of Thane and also within the limits of TMC, which pieces and parcels of land, more particularly described as IF and IG respectively in the First Schedule hereunder written and hereinafter collectively referred to as “Fourth property”;
- v) Sadanand Bhaskar Bhise and others are the exclusive owners of the pieces and parcels of land bearing 1) Survey No. Old 197 New 100, Hissa No. 20 is admeasuring 1000 sq. mtrs., 2) Survey No. Old 197 New 100, Hissa No. 23 is admeasuring 2300 sq. mtrs., admeasuring in aggregate 3300 sq. mtrs.; lying and being at Village Bhainderpada, Taluka and District Thane within the Registration District and Sub – District of Thane and also within the limits of TMC, which pieces and parcels of land, more particularly described as IH and II respectively in the First Schedule hereunder written and hereinafter collectively referred to as “Fifth property”;
- vi) Bhaskar Undir Vaity and others are the exclusive owners of all the pieces and parcels of land bearing Survey No. Old 197 New 100, Hissa No. 24 is admeasuring 2830 sq. mtrs., lying, being and situate at Village Bhainderpada, Taluka and District Thane within the Registration District and Sub – District of Thane and also within the limits of TMC, which pieces and parcels of land, more particularly described as IJ in the First Schedule hereunder written; and hereinafter referred to as “Sixth property”;
- vii) Changuna Jayram Bhoir and others are the exclusive owners of the pieces and parcels of land bearing (i) Survey No. Old 202 New 101, Hissa No. 5 is admeasuring 4050 sq. mtrs. and (ii) Old Survey No 217 Hissa No. 30 (part), New Survey No.109 Hissa No 30/3 admeasuring 6000 sq.mt. lying and being at Village Bhainderpada, Taluka and District Thane within the Registration District and Sub – District of Thane and also within the limits of TMC, more particularly described as IK and IL in the First Schedule hereunder written; and hereinafter collectively referred to as “Seventh property”;

- viii) Ekanath Gajanan Thakur and others are the absolute owners of land bearing Survey No. Old 197 New 100 Hissa No. 21 admeasuring about 300 Sq. meters; which more particularly described as IM in the First Schedule hereunder written and hereinafter referred to as Eighth Property.
- ix) Chandrabhaga Pandurang Patil and others are the absolute owners of land bearing 1) Survey Old No.197 Survey New NO.100, Hissa No.11A, admeasuring 6800 sq. mtrs, 2) Survey Old No.198, Survey New No.98, Hissa No.1A, admeasuring 5020 sq. mtrs, and 3) Survey Old No.198, Survey New No.98, Hissa No.3, admeasuring 570 sq. mtrs out of 1370 sq. mtrs aggregating to 12390 sq.mtr situated at Village Bhainderpada, Taluka and District Thane; which more particularly described as IN, IO and IP in the First Schedule hereunder written and hereinafter referred to as Ninth, Tenth and Eleventh Property. The First Property, Second Property, Third Property, Fourth Property, Fifth Property, Sixth Property, Seventh Property Eighth Property, Ninth Property, Tenth Property and Eleventh Property are collectively referred to as "Larger Property", the total area of the said Larger property is 53110 sq.mt and Promoter is according entitled to the make optimal utilization use for construction by use of basic FSI of the said Larger property and permissible utilization of TDR and other additional FSI as per the Development Control Regulation of Thane
- x) The First Property was originally owned by Ratanshi Premji Charitable Trust and possessed by Sitaram Kamalya Thakur and his family as tenant of the Said First property. The Tahasildar and the Agricultural Land Tribunal vide its 1) order No. LSP-II-II-170 dated 18/02/1989 for a) Survey No. Old 197 New 100 Hissa No. 12 admeasuring about 700 Sq. mtrs., b) Survey No. Old 197 New 100 Hissa No. 15 admeasuring 13870 Sq. mtrs. and 2) Order No. IPL/I/9/P/113 dated 30/11/98 for Survey No. Old 197 New 100 Hissa No. 14 admeasuring about 4050 Sq. mtrs.; had fixed the price of the said First Property under section 32 G of the Bombay Tenancy and Agricultural Lands Act, 1948. Sitaram Kamalya Thakur and Others duly deposited the purchase price of the said First property.
- xi) The Agricultural Lands Tribunal has issued a certificate of Purchase dated 30/11/68 and 18/02/1989 respectively under section 32M of the Bombay Tenancy and Agricultural Lands Act 1948. The Said certificates are duly registered with the Sub – Registrar of Assurances Thane at Sr. No. 673/1968 and 4027/1989 respectively.
- xii) Sitaram Kamalya Thakur died intestate in the month December 1983, leaving behind his two wives 1) Chandrabai Sitaram Thakur and 2) Mankibai Sitaram Thakur and two sons 1) Vishwanath Sitaram Thakur, 2) Suryakant Sitaram Thakur and two Married daughters 1) Suman Parshuram Patil and 2) Sulochana Anant Patil as his only legal heirs.
- xiii) Chandrabai Sitaram Thakur died intestate on 24/1/2001, leaving behind her two sons 1) Vishwanath Sitaram Thakur, 2) Suryakant Sitaram Thakur and two Married daughters 1) Suman Parshuram Patil and 2) Sulochana Anant Patil as her only legal heirs.
- xiv) The said Vishwanath Sitaram Thakur and others entered into Development Agreement in respect of 8000 sq. mtrs. out of the Said First Property on 14th December, 2005 with Promoter, which is duly registered in the office of Sub-Registrar of Assurances, Thane on 14/12/2005 at Sr. No. 8249/2005;
- xv) The Mankibai Sitaram Thakur died intestate on 15/10/2007 leaving behind two sons 1) Vishwanath Sitaram Thakur, 2) Suryakant Sitaram Thakur and two Married daughters 1) Suman Parshuram Patil and 2) Sulochana Anant Patil as her only legal heirs.
- xvi) The Vishwanath Sitaram Thakur and others agreed to sell the First property to the Promoter by executing Agreement for sale dated 29/01/2008 which is duly registered with the Sub-Registrar of Assurances of Thane on same day at Sr. No. 890/2008 and accordingly executed Power of Attorney in favour of Directors of the Promoter (1) Mr. Shailesh Gopal Puranik and (2) Mr. Shrikant Govind Puranik to do acts, deeds matters and things as are set out therein, which Power of Attorney has been registered at the office of the Sub-registrar of Assurances at Thane under Sr. No. 143/2008;

- xvii) The Second Property was originally owned and possessed by Hendar Thakrya Thakur. Hendar Thakrya Thakur died intestate on 15/7/1981 leaving behind his son Rajaram Hendar Thakur as his only legal heir;
- xviii) After death of Rajaram Hendar Thakur his five sons 1) Bharat Rajaram Thakur, 2) Kantilal Rajaram Thakur, 3) Vijay Rajaram Thakur, 4) Vilas Rajaram Thakur and 5) Ramakant Rajaram Thakur and 3 married daughters 1) Gulab Gangaram Shinge, 2) Lata Shantaram Ture and 3) Parvati Sandip Bhoir inherited the second property being his only legal heirs;
- xix) Bharat Rajaram Thakur and others granted exclusive Development rights to the Promoter vide Development agreement dated 20/12/2004, which is duly registered in the office of Sub-Registrar of Assurances, Thane on 4/1/2005 vide Sr. No. 61/2005.
- xx) The Third Property was originally owned and possessed by Undarya Ragho Vaity and Hashibai Ragho Vaity. Undarya Ragho Vaity and Hashibai Ragho Vaity had sold and conveyed the said Third Property to Ganpat Vithu (Yetu) Vaity on 20/4/1933.
- xxi) Ganpat Vithu Vaity died intestate in the year 1952, and Third Property was inherited by his three sons 1) Ramchandra Ganpat Vaity 2) Narayan Ganpat Vaity and 3) Janardan Ganpat Vaity as his only legal heirs. Narayan Ganpat Vaity died intestate in the year 1975 leaving behind his wife Kusum Narayan Vaity and son Rohidas Narayan Vaity and three married daughters 1) Sulochana Kashinath Bhagat, 2) Sharda Kishor Vaity and 3) Vanita Ashok Bhagat, as his only legal heirs;
- xxii) The said Ramchandra Ganpat Vaity died intestate on the 10th January, 2002 and his share in the Third Property was inherited by his brother Mr. Janardan Ganpat Vaity, and sisters 1) Girjabai Gopinath Tandel, 2) Sitabai Bhiku Chaudhari and 3) Gulabbai Damodar Mukadam.
- xxiii) The Janardan Ganpat Vaity and others have granted exclusive development rights in respect of their undivided share in the Third Property to Promoter vide Development Agreement dated 11/4/2005 with the Promoter, which is duly registered in the office of Sub-Registrar of Assurances, Thane on 11/04/2005 vide Sr. No. 3167/2005.
- xxiv) The Rohidas Narayan Vaity and others agreed to sell to the Promoter their undivided share in the Third property by executing Agreement for sale dated 17/09/2007 which is duly registered with the Sub-Registrar of Assurances of Thane on same day at Sr. No. 6922/2007 and accordingly executed Power of Attorney in favour of Directors of the Promoter (1) Mr. Shailesh Gopal Puranik and (2) Mr. Shrikant Govind Puranik to do acts, deeds matters and things as are set out therein, which Power of Attorney has been registered at the office of the Sub-registrar of Assurances at Thane under Sr. No. 991/2007;
- xxv) Ramchandra Ganpat Vaity and others had executed Agreement for Sale in respect of Third Property in favour of New India Construction Promoter a partnership firm, through its partner Mr. Ashok Shah vide Agreement for Sale dated 19/12/1988, which is duly registered with the Sub Registrar Assurances Thane vide Sr. No. 76/1988. The said New India Construction Promoter through its partners have executed Deed of Confirmation on 15/5/2009 and have thereby confirmed grant inter alia by the aforesaid Janardan Ganpat Vaity and others vide the Development agreement dated 11/4/2005 and by the aforesaid Rohidas Narayan Vaity and others vide the Agreement for sale dated 17/09/2007 of the rights conferred upon the Promoter under the said respective agreements and further have assigned their rights, claims and interests in respect inter alia of the Third Property in favour of the Promoter.
- xxvi) Due to certain dispute and difference had arisen between the parties, and by various correspondence allegation and counter allegations were made. Therefore by Confirmation Deed dated 29th June, 2013 Janardan Ganpat Vaity and others and Promoter withdrew all allegation and counter allegation against each other and resolved the dispute and confirmed the Development Agreement dated 11th April, 2005 and Agreement for Sale dated 17th September, 2007. By said Confirmation Deed, Promoter

also confirmed the allotment of Three Apartments in the building being developed by the Promoter on the said Property. The said Confirmation Deed is duly registered with the Sub-Registrar of Assurances Thane at Sr. No. TNN9-4923/2013.

- xxvii) Due to certain changes in layout and Sanction Plan of the said Property, area of the Apartments are changed, as per the discussion held between the parties earlier allotment is revised. Allotment of area 2100 sq. ft saleable built up area by Confirmation deed dated 29th June, 2013 is cancelled and by Supplementary agreement dated 25th October, 2016 Promoter with the confirmation of Pramod Janardan Vaity, Prashant Janardan Vaity and Prafulla Janardan Vaity revised allotment of area of 2082 sq. ft saleable built up area from 2100 sq. ft. saleable built up area. The said Supplementary Agreement is duly registered with the Sub-Registrar of Assurances Thane vide Sr. No. TNN12/1937/2016.
- xxviii) The Fourth Property was originally owned and possessed by Datta Madhav Thakur and Tukya Madhav Thakur.
- xxix) The said Tukya Madhav Thakur died intestate in or about year 1941 leaving behind him his brother Datta Madhav Thakur as his only legal heir. Datta Madhav Thakur also died intestate in or about year 1976 leaving behind his wife Kashibai Datta Thakur and Daughter Bhimabai Shankar Thakur as his only legal heirs. Kashibai Datta Thakur died intestate on 10/7/1997 leaving behind her daughter Bhimabai Shankar Thakur as her only legal heir;
- xxx) Bhimabai Shankar Thakur and others have entered into Development Agreement with the Avadhut Developers on 17/2/2003 the said agreement is duly registered with the Sub-Registrar of Assurances Thane at Sr. No. 1036/03 on 17/2/2003. Avadhut Developers alongwith Bhimabai Shankar Thakur and others as a Confirming Party have entered into Sub-Development Agreement with the Promoter on 31/3/2005 the said agreement is duly registered with the Sub-Registrar of Assurances Thane at Sr. No. 2825/2005 on 31/3/2005.
- xxxi) Bhimabai Shankar Thakur and others alongwith Avadhut Developers have conveyed and transferred the Said Fourth Property to the Promoter and executed Conveyance Deed dated 3/10/2011, which is duly registered with the Sub Registrar Assurances Thane vide Sr. No. 8959/2011.
- xxxii) The Fifth Property was originally owned and possessed by Bhaskar Manohar Bhise. On death of Bhaskar Manohar Bhise his property was inherited by his only legal heirs viz. two sons 1) Ramchandra Bhaskar Bhise and 2) Sadanand Bhaskar Bhise and six daughters 1) Meena Manohar Kulkarni, 2) Shobha Subhash Tamhane, 3) Pushpalata Bhaskar Bhise, 4) Chandrakala Bhaskar Bhise, 5) Shailaja Bhaskar Bhise and 6) Hemalata Bhaskar Bhise;
- xxxiii) Ramchandra Bhaskar Bhise and all other co-owners have granted exclusive development rights in respect of Fifth Property to the Promoter vide Development Agreement dated 22nd December, 2004, which is duly registered with the Sub Registrar of Assurance Thane at Sr. No.9166/2004 on even date;
- xxxiv) Ramchandra Bhaskar Bhise and others agreed to sell to the Promoter the Fifth property and accordingly executed Agreement for sale dated 1/10/2008 which is duly registered with the Sub-Registrar of Assurances of Thane at Sr. No. 7785/2008 on 3/10/2008 and further executed Power of Attorney in favour of Directors of the Promoter (1) Mr. Shailesh Gopal Puranik and (2) Mr. Shrikant Govind Puranik to do acts, deeds matters and things as are set out therein, which Power of Attorney has been registered at the office of the Sub-registrar of Assurances at Thane under Sr. No. 820/2008;
- xxxv) The Sixth Property was originally owned by Shankar Aatmaram Purohit and Vasant Aatmaram Purohit and possessed by Undir Divadya Vaity as tenant of the Said Sixth Property. The Tahasildar and the Agricultural Land Tribunal vide its order IPL-VII-121 dated 24/1/1963 had fixed the price of the said land under section 32 G of the Bombay

Tenancy and Agricultural Lands Act, 1948. Undir Divadya Vaity then duly deposited the purchase price of the said Sixth property.

- xxxvi) The Agricultural Lands Tribunal duly issued a certificate of Purchase dated 19/9/1968 under section 32M of the Bombay Tenancy and Agricultural Lands Act 1948. The Said certificate is duly registered with the Sub Registrar of Assurances at Sr. No. 1027 on 4/11/1968. The said Undir Divadya Vaity died intestate on or about year 1982 leaving behind him wife Taibai Undir Vaity and son Bhaskar Undir Vaity and daughters Indira Pandurang Mastan and Barkubai Ramchandra Madhavi as his only legal heirs.
- xxxvii) Bhaskar Undir Vaity and others have granted exclusive development rights to the Promoter vide Development Agreement dated 6/8/2004, the said Development Agreement is duly registered with the Sub-Registrar of Assurances Thane at Sr. No. 5724/2004 on even date;
- xxxviii) Bhaskar Undir Vaity and others have agreed to sell the Sixth property to the Promoter and accordingly executed Agreement for sale dated 23/11/2010 which is duly registered with the Sub-Registrar of Assurances of Thane at Sr. No. 12011/2010 on even date and further executed Power of Attorney in favour of Directors of the Promoter (1) Mr. Shailesh Gopal Puranik and (2) Mr. Shrikant Govind Puranik, which is duly registered with the office of the Sub-registrar of Assurances at Thane under Sr. No. 1038/2010;
- xxxix) The Seventh property was originally owned by Ratansi Premaji Dharmaday Trust and possessed by tenant Amrut Ganu Bhoir and his family.
- xl) The Agricultural Lands Tribunal and Additional Tahsildar passed an order u/s 32 G of Bombay Tenancy and Agricultural Lands Act, vide order no. IPLVIII-P-97 dated 12/10/1963 had fixed the price of the said land price of Old Survey No.202 Hissa No. 5 i.e. New Survey No. 101 Hissa No.5 under section 32 G of the Bombay Tenancy and Agricultural Lands Act, 1948. Amrut Ganu Bhoir then duly deposited the purchase price of the said Seventh property.
- xli) The Agricultural Lands Tribunal duly issued a certificate of Purchase dated 26/7/1978 under section 32M of the Bombay Tenancy and Agricultural Lands Act 1948. The Said certificate was duly registered with the Sub – Registrar of Assurances Thane at Sr. No. 98/1978.
- xlii) The Agricultural Lands Tribunal duly issued a certificate of Purchase dated 10/5/2012 under section 32M of the Bombay Tenancy and Agricultural Lands Act 1948 to Ghanshyam Jayaram Bhoir and Vishnu Jayram Bhoir in respect of property bearing Old Survey 217 Hissa No. 30(part) New 109 Hissa 30/3. The Said certificate was duly registered with the Sub – Registrar of Assurances Thane at Sr. No. TNN5/4360/2012
- xliii) As per Deed of Partition, dated 6th March 1980 duly registered with sub-Registrar of Thane at Sr. No. 143 of 1980 the Bhoir family, the family properties were divided amongst its members and the said Seventh property was apportioned to Jayram Ganu Bhoir.
- xliv) Jayram Ganu Bhoir died intestate 18/01/2001, leaving behind him his wife Changuna Jayram Bhoir, Son Shyam Jayram Bhoir, Son Vikas Jayram Bhoir, Bebibai Kaluram Thakur, Anusaya Dhruv Thakur, Sharda Nandkumar Patil, Shobha Krushna Shinge, Bharati Jayram Bhoir as his only legal heirs as per Hindu Succession Act, 1956 by which he was governed at the time of his death.
- xliv) The Changuna Jayram Bhoir and others by Development Agreement dated 8/11/2004 granted exclusive development rights to the Promoter of the Seventh Property for consideration and on the terms and condition therein contained. The said Development Agreement is duly registered with the Sub-Registrar of Assurances Thane at Sr. No. 8078/2004.
- xlvi) Bebibai Kaluram Thakur could not execute the said Development Agreement dated 8/11/2004, therefore she by Deed of Confirmation dated 27/2/2006, confirmed the

Development Agreement dated 8/11/2004. The said Deed of Confirmation is duly registered with Sub-Registrar of Assurance, Thane at Sr. No.1281/2006.

- xlvi) The Changuna Jayram Bhoir and others by an Agreement for Sale dated 26/2/2007 confirmed and agreed to sell the Seventh property to the Promoter for consideration and on the terms and condition therein contained. The said Agreement for sale dated 26/2/2007 is duly registered with the Sub-Registrar of Assurances, Thane at Sr. No. 1595/2007. Alongwith the said Agreement for Sale, Changuna Jayaram Bhoir and other also granted Irrevocable Power of Attorney to Directors of the Promoter (1) Mr. Shailesh Gopal Puranik and (2) Mr. Shrikant Govind Puranik, to represent them to do all acts and deeds in respect of said Seventh Property. The said Irrevocable Power of Attorney is duly registered with the office of the Sub-registrar of Assurances at Thane under Sr. No. 153/2007;
- xlvi) Anandi Ghanshyam Bhoir and Shobha Krushna Shinge, could not attend the Sub-Registrar of Assurance, Thane and execute the Agreement dated 26/2/2007, therefore by Deed of Confirmation dated 24/4/2007, said Anandi Ghanshyam Bhoir and Shobha Krushna Shinge confirmed the Agreement dated 26/2/2007. The said Deed of Confirmation is duly registered with Sub-Registrar of Assurance, Thane at Sr. No.3214/2004.
- xlix) Ghanshyam Jayram Bhoir & other by Supplementary Agreement dated 23/1/2012 liquidated the saleable area to be granted to them and also additional amount of Rs. 17,80,000/- was paid to them for the reason as stated therein. The said Supplementary Agreement is duly registered before Sub-Registrar of Assurance at Thane at Sr.No. TNN5/723/2012. Thus Promoter has right to develop the said Seventh Property
- i) The Eight Property was originally owned by Pukharaj Hajarimal Jain and possessed by Gajanan Gana Thakur. Gajanan Gana Thakur was died on 31/12/2000 and his legal heirs wife Chimabai Gajanan Thakur, son Ekanath Gajanan Thakur five married daughters Mankibai Arjun Bhoir, Pushpabai Chintaman Patil, Muktabai Maruti Patil, Yamunabai Ramesh Patil and Ratnabai Subhash Patil and legal heirs of Predeceased son Ganapat Gajanan Thakur namely Dwarakabi Ganpat Thakur, Hemant Ganpat Thakur and Suman Dnyaneshwar Fake were the only legal heirs.
- ii) Tahsildar and Agricultural Land tribunal have determined purchase price u/s 32G of Bombay Tenancy and Agricultural Lands Act on 10/11/2009 vide order no. 32 G/bhainderpada/4/2009. The erstwhile tenant had paid entire Purchase Price determined by the Agricultural land Tribunal and accordingly Purchase certificate was issued by Tahasildar and Agricultural Land tribunal on 26/11/2009 vide certificate no. 49/2009. The said Certificate is duly registered with the Sub Registrar Assurances, Thane vide Sr. No. 10676/2009 on 1/12/2009.
- iii) Ekanath Gajanan Thakur and others have agreed to sell the Eighth Property to the Promoter and accordingly executed Agreement for Sale dated 13/6/07 which is duly registered with the Sub-Registrar of Assurance, Thane at Sr. No. 4487/2007 on 13/06/2007 and further executed Power of Attorney in favour of Directors of the Promoter (1) Mr. Shailesh Gopal Puranik and (2) Mr. Shrikant Govind Puranik, which is duly registered with the office of the Sub-registrar of Assurances at Thane under Sr. No. 153/2007. Under the said Agreement for sale dated 13/6/2007, the Promoter is entitled to develop the said Eighth property.
- iiii) Ganpat Balu Chenekar was seized and possessed and otherwise entitled to the said Ninth, Tenth and Eleventh property. The said Ganpat Balu Chenekar had two wives i.e. Motibai Ganpat Chenekar and Yamunabai Ganpat Chenekar. The said Ganpat Balu Chenekar had no children therefore he had adopted his niece Chandrabhaga. The said Chandrabhaga married to Pandurang Sudama Patil.
- liv) The said Ganpat Balu Chenekar died sometimes around 19/3/1976 and his wives Motibai Ganpat Chenekar and Yanumabai Ganpat Chenekar also died leaving behind them their adopted daughter Chandrabhaga Pandurang Patil as their sole legal heirs

and representative as per the Hindu Succession Act, 1956 by which they were governed at the time of their death. Thus, Chandrabhaga Pandurang Patil is entitled to the said Ninth, Tenth and Eleventh property.

- iv) The said Chandrabhaga Pandurang Patil and her other family members by Development and Sale Agreement dated 3rd February, 2014 agreed to sell and granted development right of the said Ninth, Tenth and Eleventh property, to the Promoter on the terms and conditions stated therein. Under the said Development and Sale Agreement as a consideration for grant of development right the Promoter has agreed to develop 50% of the said Ninth, Tenth and Eleventh property and handed over to the Chandrabhaga Pandurang Patil and others as more particularly stated therein. The said Development and Sale Agreement is duly registered before the Sub-Registrar of Assurance, Thane at Sr. No.TNN-9/751/2014. The Promoter under the present agreement are selling only those apartment's which they are entitled.
- lvi) One Janabai Ankush Chenekar and others were also claiming on the said Ninth, Tenth and Eleventh property therefore by Deed of Release cum Settlement dated 1st February, 2014. The said Janabai Ankush Chenekar and others have interalia released and relinquished their claim interalia over the said property for consideration therein contained. The said Deed of Release cum Settlement dated 1st February, 2014 is duly registered before the Sub-Registrar of Assurance Thane at Sr. No. TNN-9/719/2014
- lvii) One Mrs. Manisha Mopalvar seems to have by Deed of Conveyance allegedly acquired the said 500 sq. mtrs. out of the said Ninth property bearing Survey No. 100(197)/11A. The said Deed of Conveyance was not executed by Chandrabhaga as can be seen from the photograph annexed to the said Deed of Conveyance. The said Deed of Conveyance is duly registered before the Sub-Registrar of Assurances, Thane at Sr. No. TNN- 5/2331/2014. The said Chandrabhaga therefore has given declaration on 27th February, 2017 stating that she has not executed the said Deed of Conveyance and thus the Declaration and the said declaration is fraudulently executed someone claiming to be on her behalf.
- lviii) The First to Eleventh Property is herein after collectively referred as the Larger Property and Promoter has right to develop the said Larger Property in the manner as stated herein above.
- lix) The Sub Divisional Officer have granted the requisite permissions u/s. 43 of Bombay Tenancy & Agricultural Lands Act, 1947 for development of the respective portions out of the Said Larger Property, the details of the permissions are as follows :

| Sr. No | Property | S. No./H. No. | Date | Order No. |
|--------|------------------|-----------------------|------------|-----------------------------------|
| 1 | First Property A | 100(197)/12 | 29/6/2007 | TD/T-6/KUV/V.P./SR 133/07 |
| | First Property B | 100(197)/14 | 19/11/2001 | TD/T-6/KUV/V.P./SR 215/2000 |
| | First Property C | 100(197)/15 | 6/2/2009 | TD/T-6/KUV/V.P./SR 58/2006 |
| 2 | Sixth Property | 100(197)/24 | 29/6/2007 | TD/T-6/KUV/V.P./SR 137/2007 |
| 3 | Seventh Property | 101(202)/5 | 28/9/2007 | TD/T-6/KUV/V.P./SR 260/2007 |
| | | 109(217)/30 /3 (30Pt) | 4/1/2016 | TD/T-6/KUV/V.P./SR 96/2015 (1691) |
| 4 | Eighth Property | 100(197)/21 | 24/2/2012 | TD/T-6/KUV/V.P./THANE/SR 131/2011 |

- ix) Pursuant to the applications made in that behalf, Competent Authority has passed orders U/s. 8(4) and u/s. 20 of Urban Land (Ceiling and Regulation) Act (ULC Act for short) in respect of said properties. The details of the orders are as follows:

| Sr. No | Property | S. No./H. No. | Date | Order No. |
|--------|------------------|--------------------------|------------|---------------------------------------------------------------|
| 1 | First Property | 100(197)/12 14 and 15 | 23/5/2001 | u/s.8(4): ULC/TA/T-7/OVALA/SR-241/161 |
| | | | 15/4/2002 | u/s. 20 : ULC/TA/WSHS 20/1993 |
| | | | 30/7/2002 | ULC/TA/ATP/Sec20/SR/1571 |
| | | | 19/9/2009 | ULC/TA/W.S.H.S.20/Special Dispension Scheme/SR-1193 |
| 2 | Second Property | 100(197)/17 | 18/3/2006 | u/s. 8 (4) : ULC/TA/T-7/OVALA/SR-233 |
| 3 | Third Property | 100(197)/18 | 11/7/2005 | u/s. 8 (4) : ULC/TA/T-7/OVALA/SR-235 |
| | | | 16/8/2005 | u/s. 20 : ULC/TA/W.S.H.S.20/Special Dispension Scheme/SR-1570 |
| | | | 31/8/2005 | ULC/TA/ATP/SEC. 20/SR-1570 |
| | | | 15/11/2007 | ULC/TA/ W.S.H.S.-20/SR-1570 |
| 4 | Fourth Property | 100(197)/19 & 22 | 30/5/2003 | u/s. 8 (4) : ULC/TA/T-4/OVALA/SR-258 |
| 5 | Fifth Property | 100(197)/20 & 23 | 12/5/2006 | u/s. 8 (4) : ULC/TA/T-7/OVALA/SR-300 |
| 6 | Sixth Property | 100(197)/24 | 21/7/2005 | u/s. 8 (4) : ULC/TA/T-7/OVALA/SR-236 |
| | | | 16/8/2005 | u/s. 20 : ULC/TA/W.S.H.S.20/Special Dispension Scheme/SR-1571 |
| | | | 21/7/2007 | ULC/TA/ATP/LandDevelopment Scheme/sec.20/SR-1571 |
| | | | 19/9/2009 | ULC/TA/W.S.H.S.-20/SR-1571 |
| 7 | Seventh Property | 101/(202)/5 | 3/8/1998 | u/s. 8 (4): ULC/TA/T-5/OVALA/SR-242 |
| | | | 16/11/2005 | u/s.20:ULC/TA/ATP/WSHS20/SR-1595 |

- ixi) The Proposed development in the Said Larger Property is subject to the terms and conditions contained in the various orders and schemes sanctioned under the provisions of ULC Act.
- ixii) By order bearing No. MAHSUL/K-1/T1/NAP/SR-59/2010 dated 18th November, 2010, the Collector of District Thane granted Non-Agricultural permission in respect of the First to Sixth Property and Property bearing Survey No. Old 202 new 101 Hissa No. 5 out of Seventh Property;
- ixiii) By order bearing No. MAHSUL/K-1/T-1/NAP/Bhainderpada-Thane/SR-02/2012 dated 5th May, 2012, the Collector of District Thane granted Non-Agricultural permission in respect of the Eighth Property;
- ixiv) By order bearing No. MAHSUL/K-1/T1/NAP/Mouje Bhainderpada-Thane/SR (21/14)04/16 dated 20th December, 2016, the Collector of District Thane granted Non-Agricultural permission in respect of Property bearing Survey No. old 217/30 (Part) and New 109/30/3 out of the said Seventh Property. Copies of Non Agricultural Permissions dated 18th November, 2010, 5th May, 2012 and 20th December, 2016 are collectively attached hereto as "Annexure A" (Colly);
- ixv) As per EIA Notification 2006 Government of Maharashtra issued Environment Clearance Certificate bearing No. SEAC-201/CR.21/TC-1 dated 11th December, 2014 on the terms and conditions mentioned therein. The said Permission is further extended and revised on 16th April, 2018 bearing F. No. 21-67/2016-IA-III.
- ixvi) Thus Promoter is entitled to piece and parcel of land bearing Old Survey No.197, New Survey No.100, Hissa No.12 admeasuring area 700 Sq. mtrs. 14 admeasuring area 4050 sq. mtrs., Survey No.197, New Survey No.100, Hissa 15 admeasuring area 13870 Sq. mtrs., Survey No.197, New Survey No.100, Hissa 17 admeasuring area 820 sq. mtrs.,

Survey No.197, New Survey No.100, Hissa 18 admeasuring area 2000 Sq. mtrs., Survey No.197, New Survey No.100, Hissa 19 admeasuring area 2000 sq. mtrs., Survey No.197, New Survey No.100, Hissa 20 admeasuring area 1000 sq. mtrs., Survey No.197, New Survey No.100, Hissa 21 admeasuring area 300 Sq. mtrs., Survey No.197, New Survey No.100, Hissa 22 admeasuring area 900 sq. mtrs., Survey No.197, New Survey No.100, Hissa 23 admeasuring area 2300 sq. mtrs. and Survey No.197, As New Survey No.100, Hissa 24 admeasuring area 2800 Sq. mtrs., Old Survey No.202 New Survey No.101, Hissa No.5 admeasuring 4050 sq. mtrs and Old Survey No.217, New Survey No.109, Hissa No.30P admeasuring area 6000 sq. mtrs., Old Survey No.197 New Survey NO.100, Hissa No.11A, admeasuring 6800 sq. mtrs (As per 7/12 extract Old Survey No.197 New Survey NO.100, Hissa No.11/1, admeasuring 5300 sq. mtrs and Old Survey No.197 New Survey NO.100, Hissa No.11/2, admeasuring 800 sq. mtrs) Old Survey No.198, New Survey No.98, Hissa No.1A, admeasuring 5020 sq. mtrs (As per 7/12 extract admeasuring 4240 sq. mtrs), Old Survey No.198, New Survey No.98, Hissa No.2, admeasuring 570 sq. mtrs out of 1370 sq. mtrs aggregating to 53,180 sq. mtrs, all situated at Village Bhainderpada, Taluka and District Thane (hereinafter collectively referred to as "Larger Property"). The Promoter has acquired the piece and parcel of land bearing Old Survey No.197, New Survey No.100, Hissa No.13 admeasuring area 400 Sq. mtrs, situated at Village Bhainderpada, Taluka and District Thane (hereinafter referred to as Additional Property).

- Ixvii) By Declaration-cum-Indemnity Bond dated 15th January, 2007 the Promoter has surrendered area of 1497.91 sq. mtrs. to Thane Municipal Corporation (TMC) for 60 mtrs wide Ghodbunder Road. The said Declaration-cum-Indemnity Bond is duly registered before the Sub-Registrar of Assurance Thane at Sr. No. TNN-5/553/2007.
- Ixviii) Similarly by Declaration dated 16th June, 2012 duly registered before sub-registrar of Assurance at Sr. No. TNN5-5321/2012, the part of the said larger property was handed over to the Thane Municipal Corporation, however area mentioned in the said declaration was not matching with the area surrendered to the Thane Municipal Corporation. Therefore by Revised Declaration-Cum-Indemnity Bond dated 23rd January, 2014 the Promoter have surrendered 1273.08 sq. mtrs. area out of the said Larger Property to Thane Municipal Corporation. The said Declaration-cum-Indemnity Bond is duly registered before the Sub-Registrar of Assurance Thane at Sr. No.TNN-9/489/2014.
- Ixix) Similarly Chandraghaga Panduran Patil and other by Transfer Deed dated 5th August 2017, transferred part of the said property admeasuring 4607.42 sq.mtr, to Thane Municipal Corporation, which was under 60 meter wide Ghodbunder Road as per Development Plan of TMC. The said Transfer Deed is duly registered with Sub-Registrar of Assurance, Thane at Sr. No.TNN9/5542/2017
- Ixx) By Deed of Transfer dated 5th August 2017, the Original Owners have transferred and surrendered 5% Amenity Space admeasuring 2289.29 sq.mtr to TMC. The said Transfer Deed Sub-Registrar of Assurance, Thane at Sr. TNN9/5549/2017.
- Ixxi) The Promoter reserve the right to buy back the amenity space from Thane Municipal Corporation and develop the same as an Independent project or amalgamate the same with said Property and develop the same as part of entire layout being developed thereon.
- Ixxii) The Promoter by an Agreement for Lease dated 20th April 2015, agreed to lease to NRP Property Pvt Ltd (NRP), part of said Larger Property admeasuring 8138.39 sq.mtrs, for premium and rent therein reserved and on terms and condition therein contained. Thereafter by Supplementary Agreement dated 12th December 2016, Promoter and NRP, mutually agreed to reduce the area to be leased to NRP and it was agreed that instead of 8138.39 sq.mtrs only 5445.60 sq.mtrs (Plot B), will be leased to NRP on the terms and condition therein stated. The Promoter have, thereafter terminated the said Agreement to Lease by its letter dated 3rd June, 2017 and Promoter is thus entitled to develop the said Larger Property.

Ixxiii) Pursuant to application, The Thane Municipal Corporation (TMC) permission to development on part of the property and TMC had first approved and sanctioned plans vide V.P. No.2006/168/TMC/TDD/227 dated 25/10/2011, which was amended by V.P. No.2006/168/TMC/ TDD/ 260 dated 4th January, 2014, Old VP No. 2006/168 New VP No. S06/0200/14 TMC/TDD/1323/15 dated 9th January, 2015 which is again amended by Old VP No. 2006/168 New VP No. S06/0200/14 TMC/TDD/1636/16 dated 1st January, 2016 and Old VP No. 2006/168 New VP No. S06/0200/14 TMC/TDD/2049/17 dated 27th January, 2017. Pursuant to the further application by Promoter, TMC has granted permission/commencement certificate vide VP No. S06/0200/14/2006/168/TMC/TDD/2533/18, dated March 12, 2018 for further construction of buildings being Building Type C - Wing A, consisting of Basement + Ground + Mezzanine + 1st Floor / 1st Level Podium + 2nd Floor / 2 Level Podium + 3rd Floor/3 Level Podium + 4 to 19 floors and Building Type C - Wing B consisting of Basement + Ground + Mezzanine + 1st Floor / 1st Level Podium + 2nd Floor / 2 Level Podium + 3rd Floor/3 Level Podium + 4 to 16 floors and by revised Commencement Certificate dated November 17, 2021 TMC by VP No. (2006/168) S06/0200/14/TMC/TDD/376/21 granted permission to construct the buildings Type C - Wing A and Wing B both consisting of Basement + Ground + Mezzanine + 1st Floor / 1st Level Podium + 2nd Floor / 2 Level Podium + 3rd Floor/3 Level Podium + from 4 to 25 upper floors and by revised Commencement Certificate dated April 22, 2022 TMC by VP No. (2006/168) S06/0200/14/TMC/TDD/4033/22 granted permission to construct the buildings Type C - Wing A and Wing B both consisting of Basement + Ground + Mezzanine + 1st Floor / 1st Level Podium + 2nd Floor / 2 Level Podium + 3rd Floor/3 Level Podium + from 4 to 27 upper floors and Building Type A3 and A4 both consisting of Lower Ground + 1st Level Podium + 2nd Level Podium + Basement/Podium + 1 to 22 upper floors. Copy of the Sanction of Development Permission/ Commencement Certificate and Sanction Plan dated April 22, 2022 (Last Sanctioned Plan) is annexed hereto as "Annexure B" and "Annexure C" respectively. The approval of the said Last Sanctioned Plan dated April 22, 2022 is not final, Promoter will further amend the said plan as disclosed herein after to develop entire development potential of the said Larger Property and also Additional Property.

Ixxiv) As per the said Commencement Certificate of April 22, 2022, out of said Larger Property admeasuring 52,500 sq.mtr, part of the said Larger Property admeasuring 1279.27 is not in possession of Promoter (Not in Possession Property), through part of the said Larger property passes, 60 mtrs wide Ghodbunder Road consuming area admeasuring 5877.48 sq.mtrs, part of the said Larger property admeasuring 2290.40 sq.mtr is reserved for amenity open space. After adjusting the area covered under reservation, road, not in possession etc. the remaining part of the said Larger Property admeasuring 41850.68 sq.mtr. is hereinafter referred to as "Said Property". The Promoter is desirous of constructing 13 Buildings i.e A1, A2, A3, A4, A5, A6, A7, A8, B1, B2, B3, C (Wing A) and C (Wing B) on the said Larger Property a Real Estate Projects as known as RUMAHBALI

Ixxv) The Promoter has already completed Building A1, A2, B1, B2 and B3 and TMC by Occupancy Certificate dated 27th January 2017 granted permission to use and occupy Building No. A1, A2 and B1. and by Occupancy Certificate dated May 31, 2018 and December 10, 2019 granted permission to use and occupy Building B2 and B3 respectively. The Promoter have given possession of the Apartments to the Allottees of the Apartment in said Building A1, A2, B1, B2 and B3.

Ixxvi) Even after sanction and approval by TMC under vide VP No. (2006/168) S06/0200/14/TMC/TDD/4033/22, dated April 22, 2022 full development potential of the said property is not consumed and Promoter will make an application to amend the said Sanctioned Plan and obtained new sanction and approval from TMC.

B. The present status of the sanction and construction and final proposal that would be submitted to develop the said property are as under:- sanctioned and Proposed are as under:

| PROJECT RUMAH BALI | | | | | |
|--------------------|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|-------------|
| Sr. No | Buildin g No. | Present Status of Sanction. | Construction status and Proposed Revision | Nature of Use | Phase |
| 1. | A1 | Stilt + 29 Floors | Received Occupancy Certificate | Residential | Completed |
| 2. | A2 | Stilt + 29 Floors | Received Occupancy Certificate | Residential | Completed |
| 3. | B1 | Lower Gr + Upper Ground/Podium +Stilt/Ground/podium + 28 Floors | Received Occupancy Certificate | Residential | Completed |
| 4. | B2 | Lower Gr + 1Level Podium + 2 Level Podium +Gr Level/ Podium + 28 Floors | Received Occupancy Certificate | Residential | 2 Completed |
| 5. | B3 | Lower Gr + 1Level Podium + 2 Level Podium +Gr Level/ Podium + 28 Floors | Received Occupancy Certificate | Residential | 2 Completed |
| 6. | C (Wing A) | Basement+ Lower Gr+ Mezzanine + 1 st floor /1Level Podium + 2 nd Floor /2 Level Podium + 3 rd Floor/3 Level Podium + 4 to 27 upper Floors | Ongoing construction Proposed Basement+ Lower Gr+ Mezzanine + 1 st floor /1Level Podium + 2 nd Floor /2 Level Podium + 3 rd Floor/3 Level/ Podium + 4 to 40 Floors | Residential +Commercial | 3 |
| 7. | C (Wing B) | Basement+ Lower Gr+ Mezzanine + 1 st floor /1Level Podium + 2 nd Floor /2 Level Podium + 3 rd Floor/3 Level Podium + 4 to 27 upper Floors | Ongoing construction Proposed Basement+ Lower Gr+ Mezzanine + 1 st floor /1Level Podium + 2 nd Floor /2 Level Podium + 3 rd Floor/3 Level Podium + 4 to 40 Floors | Residential +Commercial | 3 |
| 8. | A3 | Lower Ground + 1st Level Podium + 2nd Level Podium + Ground/3 rd Podium + 1 to 22 upper floor | Ongoing construction Proposed Lower Gr+ 1Level Podium + 2 Level Podium +Gr Level Podium+40Floors | Residential | 4 |
| 9. | A4 | Lower Ground + 1st Level Podium + 2nd Level Podium + + Ground/3 rd Podium + 1 to 22 upper floor | Ongoing construction Proposed Lower Gr+ 1Level Podium + 2 Level Podium +Gr Level/ /Podium+40Floors | Residential | 4 |
| 10. | A5 | Proposed | Multilevel Basement + Ground + Multilevel parking + upto 50 upper floors | Residential | 5 |
| 11. | A6 | Proposed | Multilevel Basement + Ground + Multilevel parking + upto 50 upper floors | Residential | 5 |
| 12. | A7 | Proposed | Multilevel Basement + Ground + Multilevel parking + upto 50 upper floors | Residential | 5 |
| 13. | A8 | Proposed | Multilevel Basement + Ground + Multilevel | Residential | 5 |

| | | | | | |
|--|--|--|--------------------------------|--|--|
| | | | parking + upto 50 upper floors | | |
|--|--|--|--------------------------------|--|--|

Ixxvii) The location of the above referred buildings alongwith all other amenities are shown in the "Annexure D" attached herewith. The Part of the said Larger Property admeasuring 2290.40 sq.mtr is reserved for Amenity Open Space, As per the resolution dated 21st November 2017 of the Thane Municipal Corporation (TMC), TMC may sell the amenity opens space to the Promoter on payment of 125 % ready reckoner rate and pay permit the Promoter to use the FSI of the amenity open space brought back by the Promoter. Thus Promoter may acquire and amalgamate said Amenity Open space admeasuring 2290.40 sq.mtr with said Property and make it part of either Rumah Bali Project or and construct commercial building on the part of the said Amenity Open Space and also use FSI of amenity open space on Building No.A3, A4 and Building C(Wing A and/or Wing B), A5, A6, A7 and A8 OR in the alternative Amenity Open Space will be separately developed as an independent project in the manner as may be permitted under Development Regulation of Thane Municipal Corporation, 1994 and/or Unified Development Control and Promotion Regulation, 2020 (DC Regulation).

Ixxviii) The said Larger Property being more than 4000 sq. mtrs. as per the Circular dated 4th October, 2011 of the Government of Maharashtra for plot admeasuring more than 4000 sq.mtr, 20% of the area is required to be reserved for MHADA for economical weaker section with the Apartment area of 35-50 sq. mtrs. the Promoter as required under the said circular has reserved 1109.87 sq.mtr for MHADA (MHADA Apartment), in Building Type C Wing A and complied with obligation under the said circular. The Promoter though at present have reserved said Apartments for allotment to MHADA, however Promoter reserves its right to shift the said MHADA Apartment to some other buildings, if required and permitted by TMC/MHADA .

Ixxix) In addition to that, the Promoter will further negotiate with the occupants of the part of the said Larger property and utilize the potential of the said Not in Possession Property.

Ixxx) Disclosure for future proposal for developing the said larger property.

Even after the sanction dated April 22, 2022 the entire development potential of the said property is not consumed, to consume the balance development potential of the Said Larger Property, the Promoter proposed to revise the plan for loading transferable development right (TDR), FSI by payment of premium or any other FSI that may be permitted under the DC Regulation. **As per the existing UDCPR Regulation, development potential of the said property is 92832.95 sq. mtrs. and as per the plan sanctioned, entire FSI is not utilized and to consume the said development potential,** Promoter will revise and amend the plan and construct building as stated hereinabove along with Clubhouse and other amenities that may be required under DC Regulation. The location of the said building is shown in Annexure-"D". However, if required by the TMC, the location of said 13 Buildings will be changed.

Ixxxi) Unconditional Unqualified And Irrevocable Consent Of The Allottee

a. Thus the Promoter has represented to the Allottee entire scheme of the development of the said larger property and Additional Property after surrendering part of the said Larger property, on the remaining part of the property admeasuring 41850.68 sq.mtr is Promoter propose to construct Thirteen Buildings viz. A1, A2, A3, A4, A5, A6, A7, A8, B1, B2, B3, C-wing A, C-wing B. The Promoter will further construct, additional two Buildings i.e D and E on the Additional property, and either it will become part of the RUMAHBALI Project or will be made as a new separate project

b. The Part of the said Larger Property admeasuring 2290.40 sq.mtr is reserved for Amenity Open Space, As per the resolution dated 21st November 2017 of the Thane Municipal Corporation(TMC), TMC may sell the amenity opens space to the Promoter on payment of 125 % ready recknors rate and pay permit the Promoter to

use the FSI of the amenity open space brought back by the Promoter. Thus Promoter may acquire and amalgamate said amenity Open space admeasuring 2290.40 sq.mtr with the said property and make it either part of Rumah Bali Project or separate independent project.

- c. Even after sanctioned and approval of the said Sanction dated April 22, 2022 development potential of the said property is not consumed, to consume the entire development potential by loading of TDR or FSI available on payment of premium or any other manner, the Promoter will further make an application to amend or revision of the plan dated April 22, 2022 and will construct the buildings as stated herein above.
 - d. Thus the Allottee is aware and has knowledge and has understood the entire scheme of development of the said Larger Property and Additional Property. The Allottee has agreed to acquire said Apartment after being aware of the proposed development of said Larger Property and Additional Property and put to specific notice of proposed development of the said Larger Property. The Allottee hereby gives his irrevocable, unqualified and unconditional consent, as required under section 7 of The Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 (MOFA) and section 14 of The Real Estate (Regulation And Development) Act, 2016 (RERA) to develop the said property as disclosed herein. The Allottee himself or through the Organisation that will be formed by the Allottees, will not in any manner cause any obstruction to the Promoter to develop the said Larger Property and Additional Property, as per the scheme as disclosed herein after sanction and approval of the plans from TMC or any other authority.
- lxxxii) The said complex consists of commercial and residential building being Building No. A1, A2, A3, A4, A5, A6, A7, A8, B1, B2, B3, C-wing A, C-wing B alongwith club house and other amenities. As per the plan approved by TMC, Promoter has already completed the construction of Building A1, A2, B1, B2 and B3 and TMC by Occupation Certificate dated 27th January 2017 granted permission to use and occupy Building No. A1, A2 and B1 by Occupation Certificate dated May 31, 2018 and December 10, 2019 granted permission to use and occupy Building B2 and B3 respectively and Promoter has given possession of the Apartments to the Allottee of said Building A1, A2, B1, B2 and B3. The Promoter is now constructing Building, A3, A4, A5, A6, A7, A8,C(Wing A) and C(Wing B) alongwith club house, the proposed floors of the said buildings are as stated herein above. To consume entire development potential of the said property by loading of TDR, additional FSI, premium FSI or any other FSI as may permitted under DC Regulation, Promoter will further amend the plan to construct the buildings as herein above referred.
- lxxxiii) Under RERA, the each Real Estate Project is required to be registered, if the Real Estate Project is developed in phases, every phase is considered as standalone real estate project and it is mandatory to register such phase as a separate Real Estate Project. The Promoter is developing the said property in phases and already constructed Building A1, A2 and B1 in the first phase and gave possession to the Allottees of the Apartments.
- lxxxiv) At present Promoter is constructing Building Type A3 and A4 as Project known as "Rumah Bali Phase- 4" The Promoter made an application to Real Estate Regulatory Authority (Authority) under section 4 of RERA and Rules thereunder to register the said project as Rumahbali Phase - 4. Pursuant to the said application Authority on [REDACTED] registered the said project and granted MahaRERA Registration No. [REDACTED] available at website : <http://maharera.mahaonline.gov.in>. The said certificate of MahaRERA registration is attached hereto as "Annexure E". Thus Promoter is entitled to develop the said project and sell apartment constructed therein at its sole and absolute discretion for such consideration and on such terms and condition as Promoter may desire.

- lxxxv) The Promoter has entered into a standard agreement with an Architect M/s Vastushilpa Associates and Shashi Deshmukh and Associates, who are duly registered with the Council of Architects, for Architectural work concerning Development of the Said Property including preparation of the amalgamation and layout and construction plans of the various buildings and further has entered into standard agreement with Structural Engineer M/s. Kelkar Designs Private Limited ("said STRUCTURAL ENGINEER") for preparation of structural designs and have accepted the professional supervision of Said Architect and Said Structural Engineer till the completion of the said project; subject to the reservation of rights and authority by the Promoter herein to change in the sole opinion of the Promoter, the Said Architect and/or Said Structural Engineer, as the case may be, and to appoint new Architect or Structural Engineer for completion of the project.
- lxxxvi) The Promoter has issued the Senior Secured Redeemable Non-convertible Debenture and to secure payment to the Debenture Holder by Debenture Trust-cum- Mortgage Deed dated 17th November, 2016 (hereinafter referred to as "Trust Deed") has mortgage the said Larger property to Catalyst Trusteeship Ltd (formally known as GDA Trusteeship Ltd.). The said Trust Deed is duly registered before the Sub-Registrar of Assurance, Thane at Sr. No.TNN9/10039/2016 on 17th November, 2016. Thereafter by Supplementary Deed dated 19th September, 2017, the Catalyst Trusteeship Ltd (formally known as GDA Trusteeship Ltd.) revised the terms of the Debenture Trust-cum-Mortgage Deed dated 17th November, 2016 executed between the Catalyst Trusteeship Ltd (formally known as GDA Trusteeship Ltd.) and Promoter. The said Supplementary Deed is duly registered with the Sub-Registrar of Assurances Thane vide Sr. No. TNN9/6497/2017.
- lxxxvii) The Promoter at present has issued the Senior Secured Redeemable Non-convertible Debenture and to secure payment to the Debenture Holder by Debenture Trust-cum-Mortgage Deed dated 2nd March, 2020 (hereinafter referred to as "Second Trust Deed") has mortgage the said Larger property to Catalyst Trusteeship Ltd (formally known as GDA Trusteeship Ltd.). The said Second Trust Deed is duly registered before the Sub-Registrar of Assurance, Thane at Sr. No.TNN1/1548/2020 on 4th March 2020.
- lxxxviii) The Allottee has demanded from the Promoter and the Promoter has given inspection to the Allottee of the documents of title, certificate of title of Advocate, Revenue Record (7/12 Extracts and mutation entries), building plans and specifications approved by the Corporation and all the other documents relating to the Said Larger Property as are specified under the RERA, MOFA and the rules made thereunder, which is hereby acknowledged and confirmed by the Allottee. Copies of the title certificate of Advocate is annexed hereto as "Annexure F" and the said Larger property register card/7/12 extracts (colly) is "Annexure G";
- lxxxix) Allottee is aware of whole scheme of development of the said Larger Property and after being aware of the whole scheme of development, the Allottee made an application to Promoter to purchase and acquire the Apartment No. _____ on _____ floor (consisting of Living Room, Kitchen, ___ Bed Room) admeasuring _____ sq. mtr. carpet area, alongwith appurtenant area of _____ sq.mtr enclosed Balcony, _____ sq.mtr attached Dry Yard, _____ sq.mtr Patio (hereinafter referred to as "the said Apartment"), in the Building known as _____ in wing _____ (hereinafter referred to as "the said building") being constructed on the said property alongwith one covered parking spaces bearing Nos ___ situated at Basement/stilt/podium/ or stacked/mechanised Car Parking Space(herein after referred as Car Parking Space). The typical floor plan of said Apartment is annexed and marked as Annexure "H".
- xc) Allottee is aware of whole scheme of development of the said Larger Property and after being aware of the whole scheme of development, the Allottee made an application to Promoter to purchase and acquire Apartment No. _____ on _____ floor (consisting of Living Room, Kitchen, ___ Bed Room) admeasuring _____ sq. mtr. carpet area, alongwith appurtenant area of _____ sq.mtr enclosed Balcony, _____

sq.mtr attached Dry Yard, _____ sq.mtr Patio (hereinafter referred to as "the said Apartment"), in the Building known as _____ in wing _____ (hereinafter referred to as "the said building") being constructed on the said property along with one covered parking spaces bearing Nos ____ situated at Basement/stilt/podium/ or stacked/mechanised Car Parking Space(herein after referred as Car Parking Space). On basis of representation of Allottee in said application, Promoter has agreed to sell the said Apartment for lump sum consideration of Rs. _____/- (Rupees _____

_____ only) and Car Parking Space Nos _____ situated at _____ Basement/stilt /podium/stacked/mechanised for Rs. _____/- (Rupees _____

_____ Only), the aggregate cost of the said Apartment and Car Parking Space is Rs _____/- (Rupees _____ only) and on the

terms, conditions, covenants, stipulations and provisions hereinafter appearing. In addition to said amount the Allottee has also agreed to pay development charges, general charges, stamp duty, registration charges, society formation charges etc as stated hereinafter plus State/Central Goods and Service Tax 2017 (GST) and any other statutory charges/tax.

xcii) On or before the execution of these presents, the Allottee has paid to the Promoter sum of Rs. _____/- (Rupees _____ only) along with GST of Rs. _____/- (Rupees _____ Only) (the

payment and receipt where of the Promoter hereby admits and acknowledges) being part of earnest money for purchase of the said Apartment and the Allottee has agreed and undertaken to pay to the Promoter the balance amount of the agreed consideration in the manner hereinafter mentioned.

xcii) Under Section 4 of the MOFA and Section 13 of RERA, the Promoter is required to execute a written agreement for Sale of the said Apartment with the Allottee, being in fact these presents and also to register the said agreement under the Registration Act, 1908.

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

1. DEFINITIONS AND INTERPRETATION

A. INTERPRETATION:-

- i. The terms referred to in this Agreement, unless defined otherwise, or unless inconsistent with the context or meaning thereof, shall bear the same meaning as ascribed to them in common parlance or as defined under the relevant Statute/ Legislation.
- ii. All references in this Agreement to any statutory provision(s) shall be construed as meaning and including references to: Any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;
- iii. All Annexure, Schedule and documents referred in this Agreement and recital referred herein above shall form an integral part of this Agreement and in the interpretation of this Agreement shall be read and constructed in its entirety.
- iv. References to any document (including the Agreement) are references to that document as amended, consolidated, supplemented, novated or replaced from time to time.
- v. The terms expressed in Singular are all words importing the singular terms which shall include, where the context admits or requires, plural terms and vice versa;

- vi. The terms importing the masculine gender also include the feminine gender and vice versa unless the context otherwise requires;
- vii. The terms "include" and "including" shall mean, "include without limitation".
- viii. The term *Month* shall mean Gregorian Calendar Month;
- ix. The term *Parties* shall mean the Promoter and Allottee collectively;
- x. The terms *Person/ Persons* shall include corporation and firm as well as individuals; as more particularly stated in Section 2 (zg) of RERA

B. DEFINITION:-

- i. **APEX BODY:-** The term Apex Body shall mean anybody formed of all Organisation of the buildings in the said property, which will manage all the common amenities and infrastructure in the said property.
- ii. **BANK:-** The term Bank means any Company incorporated under the Companies Act, 1956 or Companies Act, 2013 or State Bank of India Act or Societies Act or any other provision of law and authorized to do business of banking as defined under the Banking Regulation Act by the Reserve Bank of India Act and includes Financial Institution as defined under the Reserve Bank of India Act.
- iii. **CARPET AREA:-** The term Carpet Area means the net usable floor area of an Apartment excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment.

Explanation.— For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee; and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee;
- iv. **COMMON AMENITIES:-** The term Common Amenities means all amenities provided in the said Rumah Bali project
- v. **COMPLEX:-** The term Complex mean cluster of buildings consisting residential and commercial buildings being constructed on the said property by name Rumah Bali.
- vi. **CONVEY:-** The term convey means to transfer the said building or said property as the case may be, by executing Conveyance in favour of Organisation or Apex Body/Federation.
- vii. **CONVEYANCE:-** The term Conveyance mean transfer of right title and interest in the Building or Said Property to the Organisation or the Apex Body/Federation as the case may be, by executing instrument of Transfer viz Deed of Conveyance or Lease Deed or Transfer Deed etc on the terms and condition as stated in the said instrument of transfer and registering the same as required under Registration Act, 1908.
- viii. **COVERED PARKING SPACE:-** The term "Covered parking space" means an enclosed or covered area as approved by the Competent Authority as per the applicable Development Control Regulations for parking of vehicles of the Allottee which may be in basements and/or stilt and/or podium and/or space provided by mechanised parking arrangements but shall not include a garage and/or open parking.
- ix. **DESIGNATED ACCOUNT:-** The term Designated Account means account in which 70% of the amount realized from the Allottee will be deposited, to cover the cost of construction and Land as required u/s 4 (2) (I) (D) of RERA,
- x. **EARNEST MONEY:-** The term Earnest Money means 10% of the total consideration of the Apartment, which Promoter is entitled to forfeit on termination of Agreement due to breach of terms and conditions of this Agreement.

- xi. **FACILITY MANAGEMENT SERVICES:-** The term Facility Management Service [FMS] means services like housekeeping, maintenance of the Buildings, plumbing, electricity, security and of any other general nature for maintaining the said complex and all buildings within the Complex and facility viz. , gardens, common area, common amenities etc.,
- xii. **FIXTURES AND FITTINGS :-** The term Fixtures and Fittings as referred in this Agreement means subject to being provided in the Apartment as per the terms of this Agreement all the fixtures namely Electric Sockets, Switches of Light, Fans, Air Conditioners, Security Alarm Systems, Television Aerials and Satellite Dishes, Fire Alarm, Plumbing Installations, Fixed Furniture, Kitchen Units, Built in Wardrobes, Cupboards or Shelf Units. And all the Fittings namely Carpets, Curtains and Curtain rails, Paintings or Mirrors, Ovens, Refrigerators, Washing Machines and Dryers, Beds/Sofas and other free standing Furniture, Lamps and Lampshades and will also include equipment and machines for the building namely Lift, Sewerage Treatment Plant (STP), Organic Waste Converter (OWC), Water Electric Pumps, Stack Parking System, Generator or any other machineries. The above referred Fixtures/Fittings/Equipment /Machinery are just indications but include any other items of similar nature.
- xiii. **HOUSING LOAN:** - Housing Loan means any loan taken by the Allottee to acquire and purchase the said Apartment from any Bank and/or Financial Institutions by mortgaging or creating charge over the said Apartment.
- xiv. **INFRASTRUCTURE:-** The term infrastructure means all infrastructures viz Road, streetlights, sewage water treatment Plant or any other similar facilities within the said Project Puraniks Rumah Bali.
- xv. **INTEREST PAYABLE UNDER RULE:-** The term interest payable under the Rule means interest at the rate of State Bank of India highest Marginal cost of lending rate plus 2% p.a
- xvi. **INTERNAL STREET:-** The term Internal Street means and includes street laid within the layout of the said property for movement of the vehicle within the said property.
- xvii. **LARGER PROPERTY :-** The term Larger property means piece and parcel of land bearing 1) Survey No. Old 197 New 100 Hissa No. 12 admeasuring about 700 Sq. mtrs., 2) Survey No. Old 197 New 100 Hissa No. 14 admeasuring about 4050 Sq. mtrs., 3) Survey No. Old 197 New 100 Hissa No. 15 admeasuring 13870 Sq. mtrs., 4) Survey No. Old 197, New 100, Hissa No. 17 admeasuring 820 sq. mtrs., 5) Survey No. Old 197, New 100, Hissa No. 18 admeasuring 2000 sq. mtrs., 6) Survey No. Old 197 New 100, Hissa No. 19 is admeasuring 2000 sq. mtrs., 7) Survey No. Old 197 New 100, Hissa No. 22 is admeasuring 900 sq. mtrs., 8) Survey No. Old 197 New 100, Hissa No. 20 is admeasuring 1000 sq. mtrs., 9) Survey No. Old 197 New 100, Hissa No. 23 is admeasuring 2300 sq. mtrs., 10) Survey No. Old 197 New 100, Hissa No. 24 is admeasuring 2830 sq. mtrs., 11) Survey No. Old 202 New 101, Hissa No. 5 is admeasuring 4050 sq. mtrs. 12) Survey No. Old 217 Hissa No.30 (part), New Survey No.109 Hissa No 30/3 admeasuring 6000 sq.mt.13) Survey No. Old 197 New 100 Hissa No. 21 admeasuring about 300 Sq. meters; 14) Survey Old No.197 Survey New NO.100, Hissa No.11A, admeasuring 6800 sq. mtrs, 15) Survey Old No.198, Survey New No.98, Hissa No.1A, admeasuring 5020 sq. mtrs, and 16) Survey Old No.198, Survey New No.98, Hissa No.3, admeasuring 570 sq. mtrs out of 1370 sq. mtrs lying and being at Village Bhainderpada, Ghodbunder Road, Takuka and District Thane
- xviii. **ORGANIZATION:-** The term Organisation means and includes Society registered under Maharashtra Co-operative Society Act or Company Registered under Companies Act 2013 or Condominium formed under Apartment Ownership Act.
- xix. **PLANNING AUTHORITY/ LOCAL AUTHORITY :-**The terms *Planning Authority* and *Local Authority* shall mean and include the Planning Authority and Local Authority for the time being under Maharashtra Provisional Municipal Corporation Act, 1949 and Maharashtra Regional and Town Planning Act, 1966;

xx. **SAID PROPERTY** :-The said property means part of the Larger Property admeasuring 41850.68 sq.mtr on which project known as Rumahbali .

xxi. **STRUCTURAL DEFECT**:-The Structural Defect means a defect in a major element of a building that is attributable to defective design, defective or faulty workmanship, defective materials or any combination of these.

2. The Promoter shall construct a complex of buildings known as "Rumahbali " consisting of commercial and residential buildings on the part of said property as stated herein above in accordance with the plans, designs, specifications approved by the Thane Municipal Corporation (TMC) vide V.P. No.2006/168/TMC/TDD/227 dated 25/10/2011, which was amended by V.P. No.2006/168/TMC/ TDD/ 260 dated 4th January, 2014, Old VP No. 2006/168 New VP No. S06/0200/14 TMC/TDD/1323/15 dated 9th January, 2015 which is again amended by Old VP No. 2006/168 New VP No. S06/0200/14 TMC/TDD/1636/16 dated 1st January, 2016 and Old VP No. 2006/168 New VP No. S06/0200/14 TMC/TDD/2049/17 dated 27th January, 2017 and further revised by VP No. Old 2006/168 New S06/0200/14/TMC/TDD/2533/18, dated March 12, 2018 and and by revised Commencement Certificate dated November 17, 2021 TMC by VP No. (2006/168) S06/0200/14/TMC/TDD/376/21 granted permission to construct the buildings Type C - Wing A and Wing B both consisting of Basement + Ground + Mezzanine + 1st Floor / 1st Level Podium + 2nd Floor / 2 Level Podium + 3rd Floor/3 Level Podium + from 4 to 25 upper floors and by revised Commencement Certificate dated April 22, 2022 TMC by VP No. (2006/168) S06/0200/14/TMC/TDD/4033/22 granted permission to construct the buildings Type C - Wing A and Wing B both consisting of Basement + Ground + Mezzanine + 1st Floor / 1st Level Podium + 2nd Floor / 2 Level Podium + 3rd Floor/3 Level Podium + from 4 to 27 upper floors and Building Type A3 and A4 both consisting of Lower Ground + 1st Level Podium + 2nd Level Podium + Basement/Podium + 1 to 22 upper floors in accordance with the plan, design and specifications as approved by the Concerned local authority from time to time as disclosed herein.

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

3 SALE

- (i) The Allottee hereby agrees to purchase from the Promoter and Promoter hereby agrees to sell to the Allottee Apartment No. _____ (consisting of Living Room, Kitchen, _____ Bed Room) admeasuring _____ Sq. Mtrs carpet area alongwith appurtenant _____ sq.mtr enclosed balcony, _____ sq.mtr attached Dry Yard and _____ sq.mtr Patio (hereinafter referred to as "the said Apartment") on _____ floor in the Building known as _____ in wing _____ (herein after referred as said building) in the Project known as Rumahbali Phase 4 being constructed on the said property. The floor plan of the said Apartment is hereto annexed and marked as Annexure "H" and the said Apartment is more particularly described in Second Schedule hereunder written for the lump sum consideration of Rs. _____/- (Rupees _____

_____ Only).

- (ii) The Allottee hereby also agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos _____ situated at _____ Basement/stilt /podium/stacked/mechanised for consideration _____ of _____ Rs. _____/- (Rupees _____

_____ Only)

- (iii) The total aggregate consideration for the said Apartment including covered parking spaces _____ is _____ thus _____ Rs. _____/- (Rupees _____

_____ O
nly)

- (iv) In addition to said consideration the Allottee has also agreed to pay development charges, general charges, stamp duty, registration charges, society formation charges etc other as stated herein after plus State/Central Goods and Service Tax 2017(GST) and if applicable Service Tax, Maharashtra Value Added Tax, and any other statutory charges/tax.

4 PAYMENT

- i) On or before the execution of this presents, the Allottee has paid to the Promoter sum of Rs. _____/- (Rupees _____

_____ only) alongwith GST of Rs. _____/- (Rupees _____

_____ Only) and the Allottee hereby agree/s and undertakes to pay to Promoter the balance amount of the agreed consideration being Rs. _____/-

(Rupees _____ only) alongwith GST of Rs. _____/-

(Rupees _____ Only) in the

manner as more particularly described in Annexure "I" hereto. It is hereby expressly agreed by the Allottee that 10% of the consideration will be considered as Earnest Money. All payment will be made by a cheque /demand draft drawn/issued in favour of "PBL Puranik Rumah Bali Phase 4 Master Escrow Account 57500001002154."

- ii) Said consideration will be paid by the Allottee after deducting 1% to be deducted towards Tax Deducted at Source(TDS) under Sec 194-IA of Income Tax Act. The Allottee hereby agrees and undertake to deposit the TDS deducted by him in the Government Treasury as required under Sec 194-IA of Income Tax Act, 1961 and furnish proof of payment at the time of payment of respective installment by issuing TDS Certificate. In the event of the Allottee's failure to deduct and pay the tax as aforesaid, then the Allottee alone will be liable to pay the interest and/or penalty as also for the prosecution if any as per the provisions of the Income Tax Act 1961. The Allottee hereby indemnify and keep indemnified saved, defended and harmless the Promoter in that behalf. The Allottee does hereby irrevocably and unconditionally agree and undertake to execute and sign all such deeds documents forms etc as may be required by the Promoter to claim the benefits of the TDS. Payment by deduction of TDS under this Agreement shall be acknowledged / credited by the Promoter, only upon Allottee submitting original TDS certificate and the amount mentioned in the certificate matching with Income Tax Department website.

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

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

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

- vi) In addition to taxes, statutory charges as stated herein above, if any other tax, Government or Semi Government charge is applicable or become applicable on any

future date for sale of said Apartment. Allottee will be liable to pay all such taxes, Government or Semi Government due alongwith Penalty or interest on the same and Promoter will not be liable to contribute any amount towards such charge taxes, interest, penalty or any other amount.

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

7. Floor Space Index(FSI) Statement

Area of the said property where project Rumah Bali is developed on—44050.77sq. mtrs and as per the UDCPR Regulation Promoter is entitled to use permissible FSI of 2,25,334.36sq. mtrs. The FSI to be consumed in the buildings, number of floors proposed in the buildings, FSI consumed as per present sanction etc under:-

| Sr. No. | Building No. | Number of floor sanctioned | FSI consumed (SQ MT) | Proposed floor | FSI that will be consumed (SQ MT) |
|---------|--------------|-------------------------------------------------------------------------------------------|----------------------|----------------------------------------------------------------------------------------------------------|-----------------------------------|
| 1. | A1 | Stilt + 29 Floors | 7774.91 | Completed | N.A |
| 2. | A2 | Stilt + 29 Floors | 7774.91 | Completed | N.A |
| 3. | B1 | Lower Gr + Upper Ground/Podium +Stilt/Ground/podium + 28 Floors | 7923.93 | Completed | N.A |
| 4. | B2 | Lower Gr + 1Level Podium + 2 Level Podium +Gr Level/ Podium + 28 Floors | 7716.04 | Completed | N.A |
| 5. | B3 | Lower Gr + 1Level Podium + 2 Level Podium +Gr Level/ Podium + 28 Floors | 9131.20 | Completed | N.A |
| 6. | A3 | Lower Ground + 1st Level Podium + 2nd Level Podium + Gr./3rd Podium + 1 to 22 upper floor | 7049.53 | Lower Ground + 1st Level Podium + 2nd Level Podium + Gr./3rd Podium + 1 to 40 upper floor Not started | 5601.95 |
| 7. | A4 | Lower Ground + 1st Level Podium + 2nd Level Podium + Gr./3rd Podium + 1 to 22 upper floor | 6196.80 | Lower Gr+ 1Level Podium + 2 Level Podium + Gr./3rd Podium +1 to 40 Floors Not started | 5280.27 |

| | | | | | |
|----|---------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 8. | TYPE -C (Wing A+B) +COMM ERCIAL | WING A-Basement+ Gr+ Mezzanine + 1 st floor /1Level Podium + 2 nd Floor /2 Level Podium + 3 rd Floor/3 Level Podium + 4 to 27 Floors. WING B-Basement+ Gr+ Mezzanine + 1 st floor /1Level Podium + 2 nd Floor /2 Level Podium + 3 rd Floor/3 Level Podium + 4 to 27 Floors. | 29056.07 | Basement+ Lower Gr+ Mezzanine + 1 st floor /1Level Podium + 2 nd Floor /2 Level Podium + 3 rd Floor/3 Level Podium + 4 to 40 Floors Basement+ Lower Gr+ Mezzanine + 1 st floor /1Level Podium + 2 nd Floor /2 Level Podium + 3 rd Floor/3 Level Podium + 4 to 40 Floors | 15240.79 |
| 9 | A5 | NOT APPROVED | | Lower Ground + 1st Level Podium + 2nd Level Podium + Gr./3rd Podium Podium + 1 to 50 upper floor | 29921.82 |
| 10 | A6 | NOT APPROVED | | Lower Ground + 1st Level Podium + 2nd Level Podium + Gr./3rd Podium Podium + 1 to 50 upper floor | 24768.26 |
| 11 | A7 | NOT APPROVED | | Lower Ground + 1st Level Podium + 2nd Level Podium + Gr./3rd Podium Podium + 1 to 50 upper floor | 30987.72 |
| 12 | A8 | NOT APPROVED | | Lower Ground + 1st Level Podium + 2nd Level Podium + Gr./3rd Podium Podium + 1 to 50 upper floor | 30471.1 |

8. TIME ESSENCE OF AGREEMENT

If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee to Promoter, for every month of delay, till the handing over of the possession as stipulated in the RERA. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

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

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

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

9. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 3 of this Agreement.
10. The Allottee authorizes the Promoter to adjust/appropriate all payments made by him under any head(s) of dues against lawful outstanding, if any, in his name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any other manner.

11 POSSESSION OF THE APARTMENT

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

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

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

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

12 LIABILITY OF ALLOTTEE ON DEEMED POSSESSION.

- A. The Promoter, upon obtaining the occupancy certificate from the competent authority, shall give written notice to the Allottee intimating that the said Apartment is ready for use and occupation and offer the possession of the Apartment on payment of balance amount. The Allottee shall be bound to take possession of the said Apartment within seven days of the Promoter intimating him, in the event of the Allottee for any reason whatsoever failing and/or neglecting to pay balance outstanding amount and take possession of the said Apartment within the stipulated period, the Allottee for the purposes of this Agreement shall be deemed to have taken possession on the expiry of the seventh day from the date of issue of said notice and Allottee will be liable to pay all outgoing charges, cost and maintenance as required to be paid under any statute or under this agreement or any other service being provided to the said building. Before taking possession of the said Apartment the Allottee shall sign and/or execute all writings and papers as may be reasonably required by the Promoter including declarations, applications, indemnities, possession letter, electric meter transfer forms and other papers

necessary or expedient for formation and registration of the Organisation. Under no circumstances the Allottee shall be entitled to the possession of the said Apartment unless and until all the payments required to be made under this Agreement have been made to the Promoter and other obligation terms and conditions agreed by the Allottee and mentioned in this Agreement are carried out fully by the Allottee. It is specifically agreed by the Allottee that, he waives his right to claim charge u/s 55 of Transfer of Property Act on said Apartment till he pays entire consideration and other charges as per this Agreement.

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

13 DEFECT LIABILITY PERIOD

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

- 14 The Promoter shall be at liberty and be entitled to complete any wing/part/portion/floor in the said Buildings and apply for and obtain part-Occupation Certificates and give possession thereof to the Allottee of the said Apartment, and the Allottee herein shall not object to the same and also shall not obstruct or object to the execution of such works for completing the building, even if it causes any nuisance or annoyance to him or other Occupants of the said Apartment. However Promoter will ensure that such nuisance is minimum in course such development,
- 15 The Allottee, in respect of the said Apartment, shall be liable to bear and pay from the date of the said building is completed and possession of the said Apartment is offered or deemed to have taken, his share of the outgoings, maintenance charges, property taxes, non-agricultural taxes, insurance premium, parking charges, costs of painting the said buildings, costs, charges and expenses of cleaning and lighting the passages, landings, staircases and common areas, gardens, maintenance of Sewerage Treatment Plant(STP), Organic Waste Convertor(OWC) open spaces and other parts of the said buildings, operation and maintenance and repairs of lifts, water pumps, lights, costs of water power and utility charges, equipment's and other services, salaries of all staff including manager, chowkidars, sweepers liftmen and gardeners, cost of management and maintenance of common areas, amenities and facilities of the said buildings and such other expenses as are necessary or incidental for maintenance and upkeep of the said buildings, said complex, said property, to all government, semi-government local and public and/or private bodies and authorities, including the Local Authority or Municipal Corporation, the Collector etc.

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

that Promoter will not be responsible for any faulty installation of meter or regular supply of electricity.

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

17 ORGANISATION AND CONVEYANCE

- a. The Promoter shall form and register separate Organisation of Allottees of each building in the said property and shall form Apex Body of all the Organizations in the said property.
- b. The Promoter will make an application for formation of organization. The Allottee shall actively assist and co-operate for formation and registration of such Organization and for that purpose from time to time sign all applications, letters, writings, document, bye laws and return the same to the Promoter within seven days of receipt thereof without objecting to any changes, modifications as may have been in the model bye law by the Promoter and also do all other acts, deeds, matters and things as the Promoter may reasonably require for registration of the Organization of the said Allottee. The Promoter may decide in its sole, absolute and unfettered discretion the name of such Organisation (which name shall not be changed by the Allottee or the said Organization without the prior written permission of the Promoter). Promoter will not be responsible for any delay caused due to time taken by the Allottee or any other Apartment Allottee to sign and execute the application form and other documents required for formation of the organization.
- c. The Promoter will not be responsible for the time taken for the registration of the Organisation, Promoters responsibility will be to make an application in the format and the manner as required under applicable Act.
- d. The said Organization shall upon being registered or formed, pass the necessary resolutions confirming the terms, conditions, covenants, stipulations and provisions of this Agreement, or such of them as the Promoter may require, and agreeing and undertaking to be bound by the same, and the Allottee shall vote in favour of such resolutions.
- e. Promoter shall become member of the said Organisation in respect of unsold Apartment and Promoter shall be liable to pay only the Municipal taxes any other Government charges at actual and no other maintenance charges in respect of the unsold Apartments. When such Apartments are sold by the Promoter, the Organisation shall admit such Allottee as members of such Organisation without charging any premium or any other extra charges for the same save and except entrance Fees for membership and fully paid value of the shares, of the Organisation along with his application for membership. The Promoter will be entitled to mortgage all unsold Apartments to Bank/Financial Institution or any person for raising finance to the Promoter and said Organisation will record the Mortgage in their books as and when said Bank/Financial Institution intimates the said Organisation. It is specifically agreed that for mortgaging the said unsold Apartments, No Objection Certificate (NOC) will not be required from the Organization formed of all the Allottees.
- f. Upon the Promoter selling / transferring / allotting all the Apartments constructed in the said Building and upon the Promoter receiving the entire payment (towards the consideration, deposits, outgoings or otherwise) due and payable to it under all Agreements for Sale executed with all Allottees of the Apartment, the Promoter will convey said building excluding basement and podium to the organization of the Allottees within time as per the RERA Rule

- g. The said Apex Body of all Organization, within the said Complex will be formed only after entire development of the said property is completed by using full development potential of the said property as per existing D C Regulation and as disclosed herein and on receiving Occupation Certificate of last building constructed on the said property.
- h. After formation of the Apex Body, Promoter will cause to execute conveyance within 3 months after completion of last building in the Project Rumah Bali to be constructed on the said Property in favour of Apex Body which is inclusive of all area underneath all buildings including basement, podium, garden, playground, open space, road, infrastructure viz. STP, sub-station (if any), common electricity or any amenities.
- i. Thus, the Organisation will hold said building excluding basement and podium and Apex Body will hold the said property including basement, podium, garden, playground, open space, road, infrastructure viz. STP, sub-station (if any), common electricity or any amenities for the benefit of all user and occupier of the said property and also for the benefit of any other property as per the Agreement with the owner of the adjoining property.
- j. Until such Conveyance is executed, the right of the Allottee shall be confined only to the respective Apartment and the Allottee and/or the Organisation to be formed for the purpose of the maintenance of the said Building shall have no right on any portion of the said property. The conferment of right shall take place only on the execution of the Conveyance in favor of Organisation/Apex Body as aforesaid. Unless all the Allottee of Apartment and other premises in the building, have paid all their dues including their contribution for Stamp Duty and Registration Charges payable on such conveyance, to the Promoter, the Promoter shall not be bound to execute or cause the conveyance to be executed in favor of the Organisation or the Apex body as the case may be.
- k. The decision of the Promoter whether full development potential of the said property is consumed or not shall be final and binding upon the Allottee and all organizations.
- l. The Organization will be responsible for maintenance and administration of the respective building and Apex Body will be responsible for administration maintenance and management of the lay-out common roads, gardens, open spaces, common Waterlines, sub-station (if any), common electricity lines up to individual buildings, security services and other common services facilities, conveniences and amenities in the said Complex.
- m. The Allottee shall be entitled to use the common area and external facilities as per the terms set by the Promoter till it is handed over to the Organisation/Apex Body. After handing over of the said property to the Organisation/Apex Body, Organisation/Apex Body shall maintain said common areas and external facilities. Apex Body hereby envisaged shall have every right to give to any person/s and/or parties and/or entities permission for user of all the said common areas and external facilities on such terms and condition as Organisation /Apex Body may deem fit. It is clearly understood by the Allottee that no right or interest of the Allottee is being hereby created in the said common areas and external facilities. The Allottee hereby acknowledges and admit that the said Organisation/Apex body in making such rule for use of such common facilities take into consideration any agreement / arrangement which Promoter might have arrived with owners of adjoining property.
- n. The Promoter will cause to be conveyed the said property alongwith Garden, Road, Club House, STP Plant and all other common areas to Apex Body.
- o. The Organisation/ Apex Body as the case maybe shall under guideline of the Promoter frame such rules, regulations and bye-laws for the effective maintenance/management of the infrastructure and all amenities and the same shall be binding and shall have full effect and full force against the Allottee of Apartment in the buildings constructed on the said Property. Any contravention/violation of the said rules, regulations or bye-laws as framed by the Organisation/ Apex Body shall be liable to such action as stated in the said rules, regulations and bye-laws as the Apex Body may determine from time to time.
- p. The Allottee hereby agrees, confirms and undertakes to pay such monthly charges as may be determined by the Organisation/ Apex Body from time to time for the maintenance, upkeep, repairs and replacements and/or renovation of all infrastructure and amenities with the said property.

q. If necessary, Allottee undertakes to become member of Apex Body that may be formed by the Promoter to run, manage and maintain the amenities and shall abide by all terms, conditions, stipulations, rules, regulations and bye-laws in respect of its use and enjoyment thereof, as may be framed from time to time by the Promoter/the Organisation/ and/or the Apex body and shall pay and discharge all dues and outgoings both of a capital and recurring nature in that behalf.

r. The cost for formation of Organisation will be collected and paid to Promoter or its nominee in advance by each Apartment Allottee and cost for formation of the Apex Body of all the Organisation will paid by each Organisation to the Promoter or it nominee. Till the formation of the Apex Body and it taking over management and administration from the Promoter, the Allottee shall pay Rs. 250/-(Rupees Two Hundred and Fifty Only) per month, to Promoter towards the maintenance and administration of the internal road, street light and all common amenities (excluding STP or any other amenities specifically for the benefit of the occupiers of the said Building) within the said property and after formation of the Apex Body and Apex Body taking over management and administration of the said property, Allottee himself or respective Organization shall pay to the Apex Body an amount as may be determined by the Apex Body. The said amount is provisional amount and is based on assumed expenses and if expenses are increased Promoter will increase the same and if expenses are reduced, Promoter will reduce the same.

s. In case of formation of the Organization of any of building in the said property and if the management of the building is taken over by the said Organization, the said Organization will contribute towards the maintenance of the STP, internal road, electricity of the common area, maintenance expenses of club house, garden etc. The contribution towards the said common amenities will not be withheld for any reason and also in case of any delay in contribution by the Allottee/Organization, the Allottee / Organization will pay interest on the said outstanding amount at the rate as per the Rule. Till formation of Apex Body, the said organization will contribute said amount as determined by Promoter to maintain and manage all such common facilities within the said complex and in case for delay in contribution with pay interest as per rule from due date till payment and realization.

t. It is hereby expressly clarified, agreed and understood that neither the Allottee nor the said Organization / Apex Body shall raise any objection or dispute, and/or claim any compensation, if area to be conveyed / transferred by the Promoter is at variance with or is less than the area of the said Property as shown in the Schedule hereunder written and/or as shown in the site plan annexed hereto, whether the same is consequent upon the amenity space and the reserved portions of the said Property being handed over and transferred to the said local authority and/or other Government/Local bodies or authorities, or any other reason whatsoever.

18. MAINTENANCE AND OTHER CHARGES

a. The Allottee, before taking possession of the said Apartment, shall pay the following amounts to Promoter or its nominee

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

(iii)Rs. _____/- towards water Connection Charges.

(iv) Rs. _____/- towards share money, application and entrance fee of the Society.

(v) Rs. _____/- towards Formation and Registration of the Organisation /Apex Body and Legal Charges in connection there with.

(vi) Rs. _____/- towards Legal Fees

(vii) Rs. _____/- towards proportionate share of Municipal Taxes, N.A. Taxes, assessments and other charges.

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

(ix) Rs. _____/- towards club house maintenance charges for 2 years

GST of 18% will be charged on above charges.

- (b) All aforesaid charges are fixed on basis of existing taxes, rules and regulation, however at the time of handing over of the possession of the said Apartment or any time after handing over the possession, if there is any change in the aforesaid amounts or if any other tax/charge/duty is levied and/or is found to be payable on the transaction hereby envisaged either because of any amendment to the prevailing laws or because of enactment of any new law or otherwise, the Allottee do hereby agree to pay to the Promoter or its nominees such amount as shall be then prevailing.
- (c) The maintenance charges collected herein are just estimated cost of expenses and are subject to review/ escalation depending upon the costs of inputs which include but not limited to expenses towards salary, consumption of electricity, water and other consumables and /or due to increase in levies or imposition of new charges / taxes by any authorities.
- (d) If any deposit premium or security deposit, in addition to the above mentioned payments, is/are demanded by the Government, Municipality, or any local authority or electric supply agency or gas supply agency or any other department or authority for providing water, drainage, electricity connection, gas connection or any other services, amenity or facility in the said Buildings or said complex, the same shall be borne and paid by the Allottee along with the Allottee of all other Apartment in the said Buildings in proportion to the area of their respective Apartment and the Allottee shall pay his proportionate share therein before taking possession of the said Apartment. Till water supply to the different building in the said Complex is separately assessed, the Allottee shall pay along with the other outgoings proportional water charges in respect of his Apartment as may be determined by the Promoter or its nominee.
- (e) If the amount collected from the Allottees is not sufficient for the maintenance, Promoter or its nominee shall raise advance bills for every quarter on the Allottee in respect of his proportionate share of outgoings for the said Apartment (based on the chargeable area of the said Apartment) for maintaining the said building the common areas/facilities as aforesaid, whether the Allottee and/or his family-member/s is/are using such common areas/facilities or not. Allottee shall duly pay to Promoter said amount within 7 (seven) days from demand and shall not withhold the same for any reason whatsoever. If Allottee fails to pay the said amount within 7 days from the issue of bill to the Allottee, Allottee agrees to pay Promoter interest as per rule from due date, till realization of the said amount. Promoter at its discretion will raise bills for advance maintenance charges, when it envisages it will require additional amount for maintenance of said building/property.
- (f) The aforesaid maintenance charges are estimated expenses for maintenance for one year and if amount collected towards maintenance fall short and Promoter or its nominee continues to maintain the said building, Promoter or it nominee will raise the bill on the Allottee, Allottee agrees and undertakes to pay all future maintenance charges in advance and on quarterly basis till, management and administration of said building / complex is handed over to the Organisation. After handing over of management and administration of the said building to the Organisation, Allottee will pay to the Organisation / Apex Body all maintenance charges of the building and pay to Promoter or its nominee his proportionate charge towards the cost and expenses for maintaining all common amenities and infrastructure of Said Property.
- (g) The Promoter or its nominee shall be entitled to appropriate the amounts collected under one head for meeting expenses under another head. The Allottee shall not be entitled to raise grievance in respect of the same. All the aforesaid amounts mentioned in Clause 18 are non-refundable and are non-accountable. The Promoter and or its nominee will render account only in respect amount collected towards advance maintenance charges of common area, advance maintenance charges, club house and

property tax. In the event of there being any increase in the general charges on the date of handing over the possession of the said Apartment, Allottee shall pay the same before taking over the possession of said Apartment.

- (h) The amounts collected by the Promoter or its nominee under the provisions of this agreement or otherwise howsoever shall not carry any interest. Promoter shall maintain a consolidated account of all the amounts collected towards the maintenance charges from all the Allottee of the Apartment /Shops/Offices in the buildings and in the said *Complex* and of all the amounts spent on expenses chargeable to them, and on formation of the Organisation of all Allottees in the said building shall at the time of handing over administration and management render a consolidated account to such Organisation and also handover the unexpended amount to such Organisation after retaining the amount required for maintaining common amenities and infrastructure. Promoter or its nominee shall not be liable to maintain or render any separate account of the different Allottees of Apartment individually. Rendering of such consolidated account of amount collected under clause 18 a (viii), (ix) and (x) to such Organisation and settlement of account with them shall discharge Promoter or its nominee of their responsibility, to refund excess, if any, out of such collections to the individual Allottee of Apartment, and the different Allottee of Apartment shall make up and adjust their respective accounts between themselves, as members of such Organization.
- (i) Allottee or its organization should regularly contribute towards the maintenance and operation of the equipment, if the Allottee and its organization fail to contribute to maintain such equipment, the Promoter will not be liable and responsible to the loss and damages to those equipment. Example :- It STP is not used continuously for more than 7 days, to start STP plant, sludge becomes dry, requires filter media needs to be cleaned, sand filter back wash, fresh procedure of bacteria cultivation requires to done etc which is quite expensive and time consuming.

19. LIMITED RIGHT OF ALLOTTEE

- a. The Promoter has agreed to sell and transfer only said Apartment to Allottee and Allottee has agreed to acquire and purchase only said Apartment from the Promoter save and accept the said Apartment Allottee hereby agree and admit that he will not have any claim interest or any other right interest on the said property or part of the said property. All other portions of the said Building and said Property shall always remain the property of the Promoter until transfer thereof to the Organisation or Apex Body or the sale of the last Apartment by the Promoter whichever is later.
- b. The Allottee shall not have any claim, right or interest of any common areas, amenities and facilities whatsoever in the said complex including the open spaces, lobbies, staircases, common entrances, common passages/ corridors, terrace, recreation areas, Sewerage Treatment Plant, Electric Sub-Stations, save and except the right to use hereby expressly given to the Allottee in respect thereof all such common areas, amenities, and facilities shall remain the property of the Promoter till execution of Deed of Conveyance in favour of Organisation/ Apex Body as mentioned herein.
- c. The common areas, amenities and facilities in the said complex, including the open spaces, common entrances, common passages/corridors, lobbies, staircases, terraces, recreation areas, Sewage Treatment Plant, Electric Sub-Stations shall be used in reasonable manner and only for the purposes for which the same are provided and the same shall be used in accordance with the rules and regulations as may be framed in this regard by the Promoter or the said Organization/Apex Body.
- d. The Allottee shall not use the common areas, amenities and facilities, or permit the same to be used for any purpose other than the purposes for which the same are intended, and the Allottee shall not commit any nuisance or do anything, which may cause disturbance or an annoyance to the owners/occupants of the said Buildings.
- e. The Allottee agrees not to change, the user of the said Apartment without prior consent in writing from the Promoter which the Promoter will be entitled to refuse if they deem fit and any unauthorized change of the user of the said Apartment by the Allottee shall

render this Agreement void/voidable at the option of the Promoter and the Allottee in that event shall not be entitled to any rights under or arising out of this Agreement.

- f. Allottee agrees that the Allottee will not be entitled to park any vehicle within the said property unless Allottee has been allotted specific parking space by the Promoter. The car parking space if allotted shall be used only for parking of vehicle belonging to the Allottee only.
- g. The said building will be constructed as per the plan approved by the Local Authority and shown to Allottee, however colour combination of the building or elevation of the building will be decided and finalized as per direction of Architect to increase aesthetic. The decision of the Promoter/Architect in deciding the elevation and color combination of building will be final and binding on Allottee and Allottee will not be entitled to object or dispute the same on any ground.

20. CAR PARKING (IF ALLOTTED BY PROMOTER)

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

- j) Allottee will not enclose the said parking space by erecting shutters, rolling/sliding/collapsible gate, grills or partitions or otherwise in any manner whatsoever or provide/use communication lines, electric or water connections therein. In case of breach hereof, Promoter and/or the society /apex body formed for managing aforesaid complex are entitled demolish the same without recourse.
- k) If car parking allotted is mechanize car parking it will have to be shared with other Allottees of the said car parking slot. Allottee therefore will accordingly co-operate with other Allottees to facilitate smooth use of car parking space and if required arrive at an understanding for proper use of mechanized parking space. The Allottee will also share additional expenses for repair and maintenance of allotted mechanized parking space.

21. RIGHT OF PROMOTER

- a. The entire revenue and income received or derived by the Promoter upon sale, transfer, assignment and/or disposal of all or any rights in the said property or the said buildings or the entire construction, including additional construction, carried out on the said property and/or in the said property as disclosed herein and/or disposal thereof, shall be the absolute property of and exclusively belong to and be appropriated by the Promoter, who shall not be liable to or called upon to disclose or render any account/s in respect thereof to the Allottee herein and/or the organization. The Promoter shall not be liable to pay or grant any compensation, charges or other amount whatsoever or rebate in consideration in respect of the aforesaid or on variation in the scheme of development, plans, specifications and/or layout to the Allottee herein, or to the Allottees of any other Apartment, Allottee, in the said buildings, or to the Organisation. Neither the Allottee nor the Organisation hereby envisaged shall be entitled to demand any compensation or rebate on account of any of the aforesaid use by the Promoter.
- b. In the event of any portion of the Said Property being required by M.S.E.D.C. for putting up an electric sub-station, the Promoter shall be entitled to give such portion to the said M.S.E.D.C or any other body for such purpose on terms and conditions as may be agreed by the Promoter. The Promoter shall be entitled to give consent to the benefit of such an electric sub-station being given to any other plots of land in the vicinity, whether forming part of the said Property and/or the said Buildings or not.
- c. The Promoter shall have full and unfettered right to grant to any of such Organisation and/or to the occupants of any other buildings/s standing on any plot/s adjacent to and/or in the vicinity of the Said Property Right of Way inter alia on the Said Property and/or any part thereof even after formation of such Organisation as is hereby envisaged and/or after execution of a conveyance of the Said Property and/or any part thereof as is hereby envisaged and the Allottee/s either individually or collectively as a member of any such Organisation shall not object to any such arrangement on any ground whatsoever.

22. CONSENT OF ALLOTTEE

- a) The Allottee is aware that as per the plans sanctioned till date Promoter has not utilized full development potential of the said property and Promoter will be further modifying the Plan for additional building and additional floor in the buildings sanctioned as may be permitted under DC Regulation applicable to the said property by loading of TDR or any FSI available by premium or in any other manner as disclosed herein. All construction upto plinth level is done to withstand the construction upto the potential of the respective buildings. The Allottee is therefore specifically put to notice that the said sanction plan is not final plan and Promoter is entitled to amend the said plan for utilizing the entire development potential of the said property by constructing additional floors or additional building on the said property as disclosed herein
- b) The Allottee is aware of entire scheme of the development of the said property on the said property. On the said property, Promoter is developing project known as Rumabali. Promoter has already completed Building A1, A2, B1, B2 and B3 as stated herein above and will further construct Building A3, A4, A5, A6, A7, A8, C (Wing A and Wing B)..
- c) The Part of the said Larger Property admeasuring 2290.40 sq.mtr is reserved for Amenity Open Space, As per the resolution dated 21st November 2017 of the Thane

Municipal Corporation(TMC), TMC may sell the amenity open space to the Promoter on payment of 125 % ready recknors rate and pay permit the Promoter to use the FSI of the amenity open space brought back by the Promoter. Thus Promoter may acquire and amalgamate said amenity Open space admeasuring 2290.40 sq.mtr, which will become part of the said Additional Area on which Building D and E will be constructed and it be either part of either Rumabli Project or will be independent project. as may be permitted under UDCPR Regulation of Thane.

- d) The Allottee after fully understanding the scheme of development and being satisfied himself in all aspect thereof, Allottee hereby grant to the Promoter, his specific, full, free, irrevocable unconditional and unqualified consent and permission for carrying out and implementing the scheme of development to utilize full potential of the said property alongwith Additional Property and hereby acknowledges the right of the Promoter to make the alteration variation, amendment and modifications thereof and in the layout, plans and specifications thereof and for making additional construction, as may be deemed necessary by the Promoter in their sole and unfettered discretion. If demanded by the Promoter or TMC, Allottee will sign and execute such documents and application as may be necessary for such amendment of the sanctioned plan. The Allottee, either in his personal capacity and/or in his capacity as one of the members of the Apex Body and/or Organisation shall not raise any dispute or objection to the Promoter and/or their nominees in implementing the scheme of development or making and effecting such additional construction on any ground whatsoever, including that of nuisance or annoyance etc, and he/they shall extend all co-operation, assistance and facilities to the Promoter in respect thereof at all times hereafter, even after entering into occupation of the said Apartment, he shall not raise any dispute or obstruction or interfere with the benefits, rights, powers, discretions and authorities of the Promoter in relation to the said FSI, FAR, DR and TDR and the utilization, consumption and transfer of the same including the right of the Promoter to deal with or dispose of the same in such manner as the Promoter may deem fit. The Conveyance hereby envisaged for ultimately vesting the said Property in favour of the Apex Body as is hereby envisaged shall contain necessary covenants in favour of the Promoter in respect thereof.
- e) The Allottee hereby further agrees that after formation and registration of the Organisation and at all times thereafter, the Allottee as such member thereof shall extend all facilities to the Promoter for enabling them to exercise their aforesaid rights including for making such additional construction and they shall not raise any obstruction or interfere with the rights, powers and authorities of the Promoter in relation thereto, and also the revenue and/or income received or derived by the Promoter upon sale, transfer, lease or disposal of such entire additional construction and of such FSI, FAR, DR and TDR, and the Promoter shall be entitled to utilize and/or avail of power and water supply from connections, lines or storage tanks and other convenience and amenities for the aforesaid purposes and the Allottee hereby consents to the same. The Allottee shall not demand any consideration or any concession from the Promoter for doing any additional work as aforesaid.

23. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

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

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

- v. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
 - vi. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said property, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
 - vii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
 - viii. At the time of execution of the conveyance deed of the said building excluding basement and podium to the association of Allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the said building to the Organization of the Allottees;
 - ix. Till Occupation Certificate of the said Building, the Promoter shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;.
 - x. As required under section 4 (2) (I) (D) of RERA, Promoter will deposit 70% amount into separate account being PBPL RUMAH BALI PH 4 RERA ESCROW A/C 57500001002167 HDFC Bank, Kapurbawdi Branch, Thane (West). The Promoter will not deposit the amounts in the said account, the money received from Allottee towards water connection charges and deposit, share money, application and entrance fee of the Society, formation and registration of the Organization /Apex Body and legal charges, N.A Tax/Property Tax, Advance maintenance charges of common areas and club House and GST/any other statutory taxes, if applicable.
 - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the said property and/or the Project except those disclosed in the title report.
- 24.** The Allottee hereto specifically declares and confirms that:
- a) The Allottee has inspected title deeds relating to the Said Property and has ascertained for himself the title of the Promoter to develop the Said Property and therefore Allottee shall not be entitled to further investigate the title and no requisition or objection shall be raised upon any matter relating thereto.
 - b) The Allottee acknowledges and admit the allotment of the Car parking space to other allottees of the said Building and will not disturb such car parking space allotted by the Promoter to other allottees in the said building or said property and hereby undertake he or Organisation formed by the all Allottee will recognize and acknowledge such allotment and will not in any manner interfere with the use of such parking space any other Allottee.
 - c) The said Apartment is not transferred to the Allottee on execution of this Agreement, but will be deemed to have been transferred on payment of entire consideration and all other charges and deposits as state in the Agreement, till the payment of entire amount

Allottee expressly waive the charge u/s 55 of the Transfer of Property Act or any other enactment on the said Apartment for the amount paid by the Allottee.

- d) The Allottee is aware that facilities and amenities stated in the brochure, advertisement, email or any other mode of communication will not be provided to the Allottee unless same is part of the amenities listed in this Agreement.

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

- a. The Promoter will form One Organization for each building but if for sake of convenience or for operational reason, the Promoter may, in its sole and absolute discretion form and register one organization comprising Allottees of more than one building in the said complex.
- b. It is clearly understood that no right/title/interest of the Allottees or any other person is being created hereby in the internal street. The Allottees and person/s claiming through him/them will merely have license to pass and re-pass from the Internal Street without any act or hindrance from the Promoter subject to Allottees or respective organizations of the building contributing towards the maintenance of the infrastructure. It is further understood that no Organisation will have exclusive right over the internal street within the complex even after conveyance of the respective building excluding basement and podium to the Organisation. The right of way, will always be deemed to be integral right to all Organizations and no Organisation can for any reason claim exclusive right of way on any of the internal Street. The Promoter shall use the internal street within the complex to provide access to the Allottee/s alongwith the Allottees of other Apartment/shops/Garages etc in any other buildings adjoining to the said Property, whether developed by the Promoter or anyone else.
- c. Till complete development of the Project and conveyance of said property as stated herein, Promoter and occupier of adjacent property will have permanent right of way through all internal roads and Allottees or the Organisation formed of the building thereon will not create any obstruction or hindrance to the Promoter to do construction on the said property and passing and re-passing through the said internal road.
- d. The Promoter are desirous of selling, transferring or otherwise allotting or disposing of Apartment, and other areas including gardens/terraces appurtenant to or adjoining or abutting and/or above certain Apartment in or around the said buildings on what is popularly known as ownership basis and/or otherwise and they are entering into separate agreement for sale, transfer and/or disposal thereof with various Allottees or transferees thereof;

26. The Allottee/s hereby agrees that:

- a. Till Transfer of the Said Property and the said building is executed in favour of the Apex Body and Organisation the Promoter shall be entitled to transfer, assign, allot, dispose of and/or sell in any manner it deems fit or proper the terraces, parking spaces, common and open areas to anybody for such price and on such terms and conditions as the Promoter deem fit. The Allottee along with the other Allottee or Organisation formed of the Allottees will recognize such agreement and right created by the Promoter and shall not raise or be entitled to raise any objection of whatsoever nature or kind.
- b. Until such time the conveyance of the Said Property is executed in favour of the Apex Body/s as aforesaid the Allottee/s shall abide by the rules and regulations framed the Promoter and generally to do all and every reasonable act that the Promoter may call upon the Allottee to do or carry out.
- c. The Allottee shall not have claim or right on any part of the Said Property and also to any part of the said Building other than the said Apartment agreed to be taken by him. All open spaces, road, club house, garden, utility areas and common amenities, lobbies, staircases, terraces shall, remain the property of the Promoter until said property is transferred to the Apex body as herein mentioned but subject always to the rights, reservations, covenants and easements in favour of the Promoter as herein provided.
- d. The Promoter shall have absolute and exclusive right and authority to use, utilize and consume present and future F.S.I. and/or T.D.R., which will be made available to them, by

the concerned local authorities and the Allottee shall not have or claim any rights and/or benefits of whatsoever nature in respect thereof. The Allottee will also not demand any consideration or any discount of any nature for use of TDR or FSI by the Promoter of the said property and hereby give irrevocable consent for use of the same, in the manner as may be deemed by the Promoter.

- e. The Promoter is entitled to amalgamate said property with any other adjoining property and make integrated development of the said Larger property alongwith such amalgamated property by using development potential of the said amalgamated by constructing building on the said property for entire consumption of development potential of the said Larger property.
- f. The said complex known as 'RUMAHBALI " will be developed on the part of the said property and said complex will have common areas and external facilities as described in Fourth Schedule hereunder written, however those common amenities will be developed with last phase of said complex Puraniks Rumahbali before conveying the said property to the Apex Body. Thus Allottee is put to specific notice the common amenities described in the Fourth Schedule will not be developed alongwith the Building No. C Wing A and Wing B and Allottee will not insist on developing the said common amenities before taking the possession of the said Apartment.
- g. The Promoter hereby gives express notice to the Allottee that some of the common areas and external facilities described hereunder written may be put up/provided by the Promoter on the said Property or on any of the plots adjoining and/or being in the vicinity of the said property. In such an eventuality Promoter may enter into an agreement with owners of the adjoining Property for use of such common areas and external facilities being used by the occupiers of the Apartment/Shops/Offices in the buildings standing on the Said Property. The Allottee hereby expressly agrees not to raise any objection of whatsoever nature to any of the arrangement/s that Promoter may be arrive with any other Owner/Promoter of any adjoining property.
- h. The Promoter shall install lightning arrestor as required under the rules and regulation for installation of lightning arrestor, if despite said lightning arrestor Allottee or any person suffer loss, injury or damage to life or the property due lightning strike, Promoter will not in any manner responsible or liable for such loss injury or damages.

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

- a. To maintain the said Apartment at Allottee's own costs in good tenantable repair and condition from the date of possession of the said Apartment is taken and shall not do or suffer to be done anything in or to the said Building in which the said Apartment is situated or staircase or any passages which may be against the rules, regulations or bye-laws of concerned local or any other authority or change/alter or make addition in or to the said Building in which the said Apartment is situated and/or the said Apartment itself or any part thereof;
- b. Not to store in the said Apartment any goods, which are prohibited under any law or which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the said Building or shall not carry or cause to be carried heavy packages in upper floors which may damage or likely to damage the staircase, common passages, or any other structure of the said Building including entrances of the said Building. In case of any damage is caused to the said Building due to any act or omission of Allottee or anyone on his behalf, it will be breach of this Agreement.
- c. To carry at his own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the said Building in which the said Apartment is situated or the said Apartment or which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority AND in the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and/or liable for the consequences thereof to the concerned local authority and/or other public authority.

- d. Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time, make or cause to be made any addition or alteration of whatsoever nature in or to the said Apartment or any part thereof nor any alteration in the elevation and outside colour scheme of the said Building in which the said Apartment is situated and shall keep the portion, sewers, drains pipes in the said Apartment and appurtenances thereto in good tenable repair and condition, and in particular so as to support, shelter and protect the other parts of the said Building in which the said Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams walls, slabs or R.C.C. Purdis or other structural members in the said Apartment without the prior written permission of the Promoters and/or the Organisation as the case may be;
- e. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the said Building in which the said Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- f. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said property and the said Building in which the said Apartment is situated;
- g. Not to use the said Apartment or permit the same to be used for any purpose other than that permitted by the Promoter or for any purpose, which may or is likely to cause nuisance or annoyance to the Allottees/occupiers of neighboring Apartment or for any illegal or immoral purpose, or in violation of any rules applicable thereto.
- h. Will not make any changes of whatsoever nature including shifting of the walls, doors, windows, bedrooms, kitchen, bathrooms, balconies, terrace, enclose balconies, flower bed, extending rooms, change floorings, plumbing systems, electrical wiring, sanitary systems and fix of grills or doing any work affecting and damaging the columns and/or beams of the building, or damaging the stability of the structure of the building.
- i. Will be responsible for damage to structure due to (i) installation of Air-conditioners on the external walls (ii) Loading of heavy luggage in the lift, (iii) damage to any portion of the neighbor's Apartment, or common area by drilling or hammering etc. and (iv) does not follow the conditions mentioned in the maintenance manual.
- j. Not to encroach upon or make use of any portion of the said Building not agreed to be acquired by him/her/them or keep any shoes racks, decorative material or chair or any other material in the lobby, landing stair case etc.
- k. Carry out along with other Allottee/s in the said Buildings, at their own costs, without holding the Promoter responsible or liable for, all repairs, additions and alterations in or to the said Building and the said Apartment as may be required to be carried out hereafter by the Government, Gram Panchayat, Municipal Corporation or any other Statutory Authority.
- l. Not to change the external elevation facade or colour scheme of the said Building.
- m. Until all Apartments in the said Building are not separately assessed for Municipal taxes and other levies, pay his/her/their shares thereof on basis of area of the Apartment.
- n. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or government and/or other public authority, on account of change of user of the said Apartment by the said Apartment Allottee viz. user for any purpose other than for residential/commercial purpose as the case may be.
- o. The Allottee shall not let, sub-let, transfer, assign or part with the Allottee interest, benefit of this agreement or part with the possession of the said Apartment until all the dues, payable by the Allottee to the Promoter under this agreement are fully paid up and only if the Allottee has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee has/have intimated in writing to the Promoter and obtain it's no objection till the Organisation is registered;
- p. The Allottee shall observe and perform all the rules and regulations which the Organisation or Apex Body may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance

of the said Building and the said Apartment and observe and perform the building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Organisation or Apex Body regarding the occupation and use of Apartment in the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses maintenance of the said Building and other outgoings in accordance with the terms of this agreement;

- q. Till Conveyance of building excluding basement and podium to the Organisation, the Allottee shall permit the Promoters and its surveyors and agents, with or without workmen and others, at all reasonable times to enter into and upon the said property and the said Buildings or any part thereof to verify and examine the state and condition thereof and also for the purpose of repairing any part of the said Building and/or the said Apartment and/or for the purpose of repairing, maintaining, rebuilding, clearing and keeping in order and good condition all services, lift, pumps, drains, pipes, cables, water cover, gutter, wires and structures and other conveniences belonging to or used for the said Building and also for the purpose of laying down, maintaining, repairing and testing drainage gas and water pipes and electric wires etc. and for similar purpose and also for the purposes of cutting off the supply of water to the said Apartment or any other Apartment in case of Allottee or other Allottee/s make any default in paying his share of water tax.
- r. The Allottee hereby declare and confirm that the Promoter has prior to the execution hereof, specifically informed the Allottee that, the Promoter specifically reserve its right to offer the said Property along with the construction there on or any part thereof (save and except the said Apartment), as security (including by way of a mortgage or charge) to any other credit/ financial institution, bank or other person/body, who has advanced or may hereafter advance credit, finance or loans to the Promoter and the Allottee hereby given specific and unqualified consent and permission to the Promoter for doing the same.
28. The Allottee shall use the said Apartment and every part thereof or permit the same to be used only for the purpose of residence or such other purpose sanctioned by Local Authority and Planning Authority and on such terms and conditions imposed by such Authority and in accordance with the rules and regulations for the time being in force of such authority and also Organisation.

29. MORTGAGE:

- (a) The Allottee hereby declare/s and confirm/s that the Promoter has prior to the execution hereof, specifically informed the Allottee that:-
- (i) In addition to the mortgage already created, the Promoter may have an arrangement with certain Banks and Financial Institutions (hereinafter collectively referred to "the said Banks"), under which the said Bank would grant a line of credit to the Promoter to facilitate development of projects undertaken and carried on by it, and as security for repayment of loan which may be advanced to the Promoter by the said Bank, the Promoter may create or causes to created mortgages/charges on the said Smaller Property or part of thereof and construction there on in favour of the said Banks.
- (ii) Further it is specifically informed to the Allottee; said Smaller Property or part thereof may be mortgage to any other Bank(New Bank) as security for any financial arrangement with the said New Bank. As per the terms of mortgage, the Allottee may be required to pay amounts due to the Promoter in the account of the said New Bank. If Allottee is required to make payment of consideration in the account of New Bank, Promoter will inform the Allottee in writing with particulars of the accounts, in which amount has to be deposited. On being informed by the Promoter, the Allottee hereby undertakes to pay the amount due to Promoter, as per the instruction received from the Promoter. The payment by the Allottee in the said account will discharge the Allottee of the amount due to Promoter.
- (iii) The said Apartment will be released from the Security to said Bank and will be free from any encumbrance on payment of entire consideration as stated herein and in the meantime, charge of the bank will be reduced in proportion to the

amount paid by the Allottee.

(b) The Allottee hereby irrevocably and unconditionally declare/s, agree/s, undertake/s, covenant/s, confirm/s and assure/s that he shall, if and whenever requested by the Promoter hereafter in this regard, and within 7 (seven) days of receiving the Promoter's written intimation in this regard, sign, execute and give to the Promoter, in such form as may be desired by the Promoter, any letter or other document recording his specific, full, free and unqualified consent and permission for the Promoter offering and giving the said property and/or the said buildings and/or the other buildings and structures proposed to be constructed on the said Larger property by the Promoter or any part thereof (save and except the said Apartment but balance receivable in respect of the said Apartment), as security in the manner mentioned in hereinabove. It is expressly clarified, agreed and understood that strict compliance of this condition on the part of the Allottee shall be of the essence of the contract, and that on the basis of the declaration, agreement, undertaking, covenant, confirmation and assurance made/given by the Allottee herein, the Promoter has entered into this Agreement.

30. Nothing contained in this Agreement is intended to be nor shall it be construed to be a grant, demise or assignment in law or as conferring any right upon the Allottee/s in or to the said Apartment or any part of the said property. The Allottee shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies staircases, terraces recreation spaces,. Such conferment will take place only in favour of the proposed Organisation of the Allottees of all Apartment in the said Buildings and only upon execution of a Conveyance of the said building excluding basement and podium and Conveyance of the Said Property in favour of the Apex Body as hereinbefore mentioned.
31. Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this agreement by the Allottee nor shall the same in any manner prejudice the rights of the Promoter.
32. The said complex shall always be known as "Puraniks Rumahbali" and neither the Allottee herein or the said Organization/Apex body, shall not alter/change this name in any manner, without the prior written consent and permission of the Promoter. The Allottee hereby confirm/s and declare/s that the Promoter has prior to the execution here of specifically informed the Allottee that the Promoter, has conceived and coined, and is in the process of registering and promoting at its sole costs and expenses, a trade / service mark being "Puranik Rumahbali". It is hereby expressly clarified, agreed and understood that the Promoter alone shall have the entire right, title, benefit and interest in respect of the said trade/service mark, and neither the Allottee/s nor the said Organization/Apex Body, shall have any right, title, benefit or interest in respect of the same, and the Promoter alone shall be entitled to use the same in any manner it deems fit and proper, including in respect of any other project undertaken by it, and neither the Allottee nor the said Organization/Apex Body, shall raise any dispute or objection in this regard.
33. The Allottee shall use the said Apartment and every part thereof or permit the same to be used only for the purpose of residence or such other purpose sanctioned by Local Authority and Planning Authority and on such terms and conditions imposed by such Authority and in accordance with the rules and regulations for the time being in force of such authority and also Organisation.
34. Any delay, tolerance or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this agreement by the Allottee nor shall the same in any manner prejudice the rights of the Promoter.
35. It is agreed and understood by the Allottee that during the period of construction, the Allottee and/ or his/her family member/s or any other person/s on his/her behalf shall not enter the site and/ or building(s) till 30 days before the expected date of completion

and any visit during this period by the aforesaid person/s shall be solely at the risk of the Allottee and the Promoter shall not be responsible and/ or liable for any untoward incident or accident.

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

37. PROJECT

- i. On the said property, Promoter is developing project known as Rumah Bali. Promoter has already completed Building A1, A2, B1, B2 and B3 as stated herein above and given possession to the Flat Purchasers and will further construct Building A3, A4, A5, A6, A7, A8, C (Wing A and Wing B).
- ii. For approval of the said project under DC Regulation, for provision of mandatory amenities and facilities viz open space, Recreation Ground(RG), Sewerage Treatment Plant(STP) and all other facilities entire area of the said property is considered by the TMC.
- iii. The car parking spaces within the said project are allotted and designed after considering number of apartments in the entire project of all buildings. Therefore the Promoter is entitled to allot car parking space in any part of the whole complex, including under the stilt of any building. In the process of the allotment, the Promoter may also allot car parking space under any of the stilt parking space of any building, even if Apartment purchaser has not acquire an Apartment in said building but another building within the said Rumbali complex and the said car parking will be attached to the said Apartment. In case of the allotment of car parking in building other than building in which Apartment purchaser has acquired the Apartment, the organization of the said building may charge from such allottee reasonable amount towards the cost of maintenance of the said car parking space viz. electricity, cleaning and also property tax, if applicable. The Car Parking Space allotted to the Allottee will not be disturbed by the Organization of the Allottee, under any circumstance and if required such allottee of Car Parking space will be made member of such Organisation with limited right.

38. INDEMNIFICATION BY THE ALLOTTEE

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

39. REGISTRATION AND STAMP DUTY

- a. The Allottee shall bear and pay the cost of registration and stamp duty payable on this Agreement as also any other document/s as may be required to be executed for duly recording the transaction hereby envisaged. The Allottee shall present this agreement at the proper registration office for registration within the time prescribed under the

Registration Act and shall give a proper notice in this behalf to the Promoter whereupon the Promoter Representative will attend such office and admit execution thereof. It is specifically made clear that it is not responsibility of the Promoter to register this Agreement and Allottee will not hold Promoter liable for non-registration of this agreement and all consequences flowing from it.

- b. In addition to above charges, at the time of registration of conveyance of the said building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Organization on such conveyance or any document or instrument of transfer of the said Building. At the time of registration of conveyance of the said property, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or any document or instrument of transfer in respect of the said property to be executed in favour of the Apex Body or Federation.
- c. In case of conveyance of building in favour of the Organisation and/or Conveyance of said property in favour Apex Body, as the case may be, if required to be executed before the disposal off all the Apartments by the Promoter in said project, the Promoter shall join in as the member of the said Organisation. As and when such Apartments are sold, to the persons of the choice and at the discretion of the Promoter, the Organisation and/or Apex Body shall admit such Allottee/s as members of such Organisation without charging any premium or any other extra payment for the same save and except entrance fees.
- d. All costs, charges and expenses including but not limited to Stamp Duty, Registration Charges to be executed by the Promoter in respect of any documents for transferring said property and buildings in favour of the Organisation as well as the entire professional cost of the Advocates of the Promoter in preparing and/or approving all such documents shall be borne and paid by the Organisation or proportionately by the members of such Organisation. The Promoter shall not contribute any amount either for stamp duty, registration charges or any other amount towards such transfer even if the Promoter might have accepted membership of such an Organisation or Apex Body as is envisaged inter alia by the foregoing clause.
- e. If any further stamp duty is demanded by the Superintendent of Stamps or any other Authorities then paid on this agreement, the Allottee shall pay the said additional stamp duty and penalty / interest if applicable

40. BINDING EFFECT

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

- 41.** This Agreement alongwith all schedules and annexures constitutes the entire agreement between the parties hereto, and supersedes terms and condition of application form, allotment letter all prior representations, inducements correspondence, arrangement, understanding or agreements oral or otherwise, between the parties with respect to the subject matter hereof. Allottee is specifically aware that all representation by advertisement in newspaper, brochure, leaflet, booklet, website were just made for promotion of the project and amenities disclosed therein are not part of this project unless specifically stated in the Schedule hereunder written and Allottee will not make any claim based on any advertisement made by the Promoter. No addition to, deletion of or deviation from the provisions of this Agreement shall be binding unless in writing and duly signed by the parties hereto. The terms of this agreement shall not be altered or added to nor shall anything be omitted from this agreement except by means of agreement in writing duly signed by the parties hereto.

42. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

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

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

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

44. FURTHER ASSURANCES

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

45. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office and the Allottee at Thane after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Thane.

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

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

48. Nomination

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

Allottees and all such cost and expenses incurred by the Promoter will be a charge on the said Apartment.

49. JOINT ALLOTTEES

- a. That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.
- b. In case of Joint Allottee and on death of one of the Allottee(Deceased Allottee), the parties hereby agree that remaining Allottees (Surviving Allottee) will be entitled to the said apartment. The Surviving Allottee will fulfill all obligations and liability under this agreement and will also be entitled for the benefit that may arise from this agreement.
- c. The parties further agreed that on payment of entire consideration by the Surviving Allottee, the Promoter will handover vacant and peaceful possession of the said Apartment to the Surviving Allottee. The handing over the possession of the said apartment to the Surviving Allottee will discharge the liability of the Promoter under this Agreement.
- d. The Surviving Allottee hereby further agrees to keep indemnified and hereby indemnifies and keep harmless the Promoter and/or its successors in title of, from and against any loss, damages, demand, action, dispute, claim, costs, charges and expenses of any nature suffered or sustained by the Promoter due to any claim made or which may hereafter be made on the said Apartment by any legal heir and representative of the Deceased Allottee and further agree to pay Promoter and/or its nominees and/or successors in title all cost, damages, charges and expenses arising due to claim of Deceased Allottee.

50. SEVERABILITY

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

51. DISPUTE RESOLUTION

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

52. GOVERNING LAW

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

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

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

The First Schedule above referred to
Schedule I-A, I-B and I-C (First Property)

I-A) : All that piece of parcel of vacant land or ground situate lying and being at Mouje Bhainderpada, Taluka and District Thane, within the limits of Thane Municipal Corporation, Registration Sub-District and District Thane bearing Survey No. Old 197 New 100 Hissa No. 12 admeasuring about 700 Sq. mtrs. and bounded as follows : On the East by :Mouje Bhainderpada, S. No. (197) 100 Hissa No. 9 and 10; On the West by :Mouje Bhainderpada, S. No. (197) 100 Hissa No.13; On the North by : Mouje Bhainderpada, S. No. 201; On the South by : Survey No. (197) 100 Hissa No. 11 part

I-B) : All that piece of parcel of vacant land or ground situate lying and being at Mouje Bhainderpada, Taluka and District Thane, within the limits of Thane Municipal Corporation, Registration Sub-District and District Thane bearing Survey No. Old 197 New 100 Hissa No. 14 admeasuring about 4050 Sq. mtrs. and bounded as follows : On the East by :Mouje

Bhainderpada S. No. (197) 100 Hissa no. 15; On the West by : Mouje Bhainderpada S. No. 202 Hissa No 5; On the North by : Mouje Bhainderpada Survey No. 202 Hissa no. 4; On the South by : Mouje Bhainderpada Survey No. (197) 100 Hissa No. 18;

I-C) : All that piece of parcel of vacant land or ground situate lying and being at Mouje Bhainderpada, Taluka and District Thane, within the limits of Thane Municipal Corporation, Registration Sub-District and District Thane bearing Survey No. Old 197 New 100 Hissa No. 15 admeasuring about 13870 Sq. mtrs. and bounded as follows : On the East by :Mouje Bhainderpada Survey No. (197) 100 Hissa No 11p; On the West by :Mouje Bhainderpada Survey No. 202 Hissa No. 5; On the North by : Mouje Bhainderpada Survey No. (197) 100 Hissa No 13 & 14; On the South by : Adjacent Survey No. 194;

Schedule I-D (Second Property)

I – D): All that piece and parcel of land and ground lying, being and situate at Village Bhainderpada, Taluka Thane, within the registration district and sub-district of Thane and also within the residential zone and limits of the Thane Municipal Corporation bearing Survey No. Old 197 ,New 100, Hissa No. 17 admeasuring 820 sq. mtrs. in area, and bounded as under:- On or towards the North :-Mouje Bhainderpada S. No. Old 197 New 100, Hissa No. 18, On or towards the East : - Mouje Bhainderpada S. No. Old 197 New 100, Hissa No. 15; On or towards the West : - Mouje Bhainderpada S. No. Old 197 New 100, Hissa No. 15; and On or towards the South: - Mouje Bhainderpada S. No. Old 197 New 100, Hissa No. 15.

Schedule I-E (Third Property)

I-E) : All that piece of parcel of vacant land or ground situate lying and being at Mouje Bhainderpada, Taluka and District Thane, within the limits of Thane Municipal Corporation, Registration Sub-District and District Thane bearing Survey No. old 197 New 100 Hissa No. 18 admeasuring about 2000 Sq. mtrs. and bounded as follows : On the East by :Mouje Bhainderpada, Survey No. (197) 100, Hissa No. 17 & 15, On the West by :Mouje Bhainderpada Survey No. 202; On the North by : Survey No. (197) 100 Hissa No. 14, and On the South by :Mouje Bhainderpada Survey No. (197) 100 Hissa No. 15

Schedule I-F and I-G (Fourth Property)

I - F) : All that piece of parcel of vacant land or ground situate lying and being at Village-Mouje Bhainderpada, Taluka and District Thane, within the limits of Thane Municipal Corporation, Registration Sub-District and District Thane bearing Survey No. Old 197 New 100, Hissa No. 19 is admeasuring 2000 sq. mtrs.; and bounded as follows: On the East by: Mouje Bhainderpada, S. No. (197) 100 Hissa no. 15; On the West by: Mouje Bhainderpada, S. No. (197) 100 Hissa no. 15; On the North by: Mouje Bhainderpada, S. No. (197) 100 Hissa no. 15; On the South by: Mouje Bhainderpada, S. No. (197) 100 Hissa no. 21, 22

I-G) : All that piece of parcel of vacant land or ground situate lying and being at Village-Mouje Bhainderpada, Taluka and District Thane, within the limits of Thane Municipal Corporation, Registration Sub-District and District Thane bearing Survey No. Old 197 New 100, Hissa No. 22 is admeasuring 900 sq. mtrs.; and bounded as follows: On the East by: Mouje Bhainderpada, S. No. (197) 100 Hissa no. 21; On the West by: Mouje Bhainderpada, S. No. (197) 100 Hissa no. 23; On the North by: Mouje Bhainderpada, S. No. (197) 100 Hissa no. 19; On the South by: Mouje Bhainderpada, S. No. (197) 100 Hissa no. 20

Schedule I-H and I-I (Fifth Property)

I-H): All that piece and parcel of land and ground lying, being and situate at Village Bhainderpada, Taluka Thane, within the registration district and sub-district of Thane and also within the residential zone and limits of the Thane Municipal Corporation bearing Survey No. Old 197 ,New 100, Hissa No. 20 admeasuring 1000 sq. mtrs. in area, and bounded as under:- On or towards the East : - Mouje Bhainderpada S. No. Old 197 New 100, Hissa No. 15, 21 and 22; On or towards the West : - Mouje Bhainderpada S. No. Old 197 New 100, Hissa No. 24; and, On or towards the South : - Mouje Bhainderpada S. No. Old 197 New 100, Hissa No. 15. On or towards the North:-Mouje Bhainderpada S. No. Old 197 New 100, Hissa No. 24.

I-I) : All that piece and parcel of land and ground lying, being and situate at Village Bhainderpada, Taluka Thane, within the registration district and sub-district of Thane and also within the residential zone and limits of the Thane Municipal Corporation bearing Survey No. Old 197, New 100, Hissa No. 23 admeasuring 2300 sq. mtrs.. in area, and bounded as under:- On or towards the East : - Mouje Bhainderpada S. No. Old 197 New 100, Hissa No. 15 ; On or towards the West : - Mouje Bhainderpada S. No. Old 197 New 100, Hissa No. 25; and On or towards the South: - Mouje Bhainderpada S. No. Old 197 New 100, Hissa No. 19 and 22. On or towards the North :-Mouje Bhainderpada S. No. Old 197 New 100, Hissa No. 26.

Schedule I-J (Sixth Property)

I-J) : All that piece of parcel of vacant land or ground situate lying and being at Mouje Bhainderpada, Taluka and District Thane, within the limits of Thane Municipal Corporation, Registration Sub-District and District Thane bearing Survey No. old 197 New 100 Hissa No. 24 admeasuring about 2800 Sq. mtrs. and bounded as follows : On the East Bay: Mouje Bhainderpada S. No.(197) 100 Hissa No. 20; On the West by : Mouje Bhainderpada S.No. (197) 100 Hissa No. 27; On the North by : Mouje Bhainderpada S.No. (197) 100 Hissa No. 22 and 23; On the South by: Mouje Bhainderpada S.No.(197) 100 Hissa No. 1 & 3 part;

Schedule I-K and IL(Seventh Property)

I-K) All that piece of parcel of vacant land or ground situate lying and being at Village-Mouje Bhainderpada, Taluka and District Thane, within the limits of Thane Municipal Corporation, Registration Sub-District and District Thane bearing Survey No. Old 202 New 101, Hissa No. 5 is admeasuring 4050 sq. mtrs. and bounded as follows : On the East by: Mouje Bhainderpada, S. No. Old 202 New 101 H. No. 4; On the West by: Mouje Bhainderpada, S. No. Old 197 New

100 H. No. 26; On the North by: Mouje Bhainderpada, S. No. Old 217 New 109 H. No. 30; On the South by: Mouje Bhainderpada, S. No. Old 197 New 100 H. No. 14

I-L) All that piece of parcel of vacant land or ground situate lying and being at Village-Mouje Bhainderpada, Taluka and District Thane, within the limits of Thane Municipal Corporation, Registration Sub-District and District Thane bearing Survey No. Old 217 New 109, Hissa No. 30P is admeasuring 6000 sq. mtrs. and bounded as follows : On the East by: Mouje Bhainderpada, S. No. Old 217 New 109 H. No. 30P; On the West by: Mouje Bhainderpada, S. No. Old 197 New 100 H. No. - ; On the North by: Mouje Bhainderpada, S. No. Old 217 New 109 H. No. 30P, 31, 32 & 35; On the South by: Mouje Bhainderpada, S. No. Old 202 New 101 H. No. 4 & 5.

Schedule I-M (Eighth Property)

I-M) All that piece of parcel of vacant land or ground situate lying and being at Mouje Bhainderpada, Taluka and District Thane, within the limits of Thane Municipal Corporation, Registration Sub-District and District Thane bearing Survey No. old 197 New 100 Hissa No. 21 admeasuring about 300 Sq. mtrs. and bounded as follows : On the East by :Mouje Bhainderpada S. No. Old 197 New 100 Hissa No. 15 paiki; On the West by :Mouje Bhainderpada S. No. Old 197 New 100 Hissa No. 22; On the North by : Mouje Bhainderpada S. No. Old 197 New 100 Hissa No. 19; On the South by :Mouje Bhainderpada S. No. Old 197 New 100 Hissa No. 20.

Schedule I-N (Ninth Property)

I-N) All that piece of parcel of vacant land or ground situate lying and being at Mouje Bhainderpada, Taluka and District Thane, within the limits of Thane Municipal Corporation, Registration Sub-District and District Thane bearing Survey No. old 197 New 100 Hissa No. 11A admeasuring about 6800 Sq. mtrs. and bounded as follows : On the East by : Adjacent Ghodbunder Road; On the West by :Mouje Bhainderpada S. No. Old 197 New 100 Hissa No. 15; On the North by : Mouje Bhainderpada S. No. Old 197 New 100 Hissa No. 12; On the South by :Mouje Bhainderpada S. No. Old 198 New 98 Hissa No. 1 (part).

Schedule I-O (Tenth Property)

I-O) All that piece of parcel of vacant land or ground situate lying and being at Mouje Bhainderpada, Taluka and District Thane, within the limits of Thane Municipal Corporation, Registration Sub-District and District Thane bearing Survey No. old 198 New 98 Hissa No. 1A admeasuring about 5020 Sq. mtrs. and bounded as follows : On the East by :Mouje Bhainderpada S. No. Old 198 New 98 Hissa No. 10; On the West by :Mouje Bhainderpada S. No. Old 197 New 100 Hissa No. 11 (part); On the North by : Mouje Bhainderpada S. No. Old 197 New 100 Hissa No. 11 (part); On the South by :Mouje Bhainderpada S. No. Old 198 New 98 Hissa No. 3 and 4.

Schedule I-P (Eleventh Property)

I-P) All that piece of parcel of vacant land or ground situate lying and being at Mouje Bhainderpada, Taluka and District Thane, within the limits of Thane Municipal Corporation, Registration Sub-District and District Thane bearing Survey No. old 198 New 98 Hissa No. 3 admeasuring about 570 sq. Mtrs., out of 1370 sq.mtrs. and bounded as follows : On the East by :Mouje Bhainderpada S. No. Old 198 New 98 Hissa No. 4 and 5; On the West by :Mouje Bhainderpada S. No. Old 197 New 100 Hissa No. 16; On the North by : Mouje Bhainderpada S. No. Old 198 New 98 Hissa No. 1 (part); On the South by :Mouje Bhainderpada S. No. Old 198 New 98 Hissa No. 5.

SECOND SCHEDULE ABOVE REFERRED TO :

SAID APARTMENT

Residential Apartment No._____, (consisting of Living Room, Kitchen, _____ bed Room) admeasuring _____ sq. mtrs., carpet area with appurtenant _____ sq.mtr enclosed Balcony, _____ sq.mtr attached Dry Yard, _____ sq.mtr Patio, situated on _____ floor in the Building known as _____ in wing _____ in the Housing Project to be known as "Rumah Bali" under construction on the said property;

THE THIRD SCHEDULE ABOVE REFERRED TO

INTERNAL SPECIFICATIONS IN THE SAID APARTMENT

- 1) 600mm x 600mm Vitrified tile flooring in all rooms.
- 2) Polished Granite Kitchen Platform with Single Bowl (Without Drainboard) SS Sink.
- 3) 2' high Ceramics tiles Dado above Kitchen platform.
- 4) Bathrooms/Toilets/Balcony Ceramics Tiles.
- 5) Main Door : Flush Door Shutter Bothside Laminated with RCC Frames.
Bedroom Door :Flush Door Shutter Bothside Painted with RCC Frames
Toilet Doors : PVC Toilet Door Shutter Bothside Painted with RCC Frames.
Staircase and All Shafts with Metal Doors.
- 6) CP and Sanitary Fittings in all toilets.
- 7) Hardware fittings.
- 8) Concealed wiring with modular electrical switches.
- 9) Oil Bound Distemper paint on internal walls.
- 10) Waterproof Cement paint on External Walls.
- 11) Passenger lift (1no.) and stretcher lift (1no.) and Fire Evaculation Lift (1 No.)

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

time it does not bound properly with the wall, the Allottee will not hold Promoter responsible for unbounding or uniformity of the natural material

FOURTH SCHEDULE ABOVE REFERRED TO

“Part A”

(COMMON AREAS AND FACILITIES IN THE BUILDING IN WHICH THE PREMISES/ APARTMENT IS SITUATED)

1. Common passage, lobbies and landings in the said Buildings.
2. Staircase and Lift Wells,
3. Sewerage Treatment Plant (STP).
4. Overhead and suction water storage tanks and water pipes, Water meter, pump room with pump and accessories;
5. Electric common board, wiring, starters, switcher, and all common wiring and lights in staircases landing and common electrical mtrs..
6. Any other common areas which is expressly intended to develop upon the Allottee/s by virtue of this agreement and which is not expressly reserved upto or retained by the Developers unto themselves.

“Part B”

COMMON AREAS AND EXTERNAL FACILITIES IN THE PROJECT/COMPLEX

Phase 1(A1,A2,B1)

1. Tennis Court
2. Youth Corner
3. Cricket Pitch
4. Open Lawn

Phase 2 (B2, B3)

5. Children's Play Area
6. Amphitheatre
7. Elder's Nook

Phase 3 (Type C -Wing A & Wing B)

8. Clubhouse
9. Swimming Pool
10. Party Lawn
11. Bales

12. Meditation Court
13. Orchid Garden

Phase 4 (A3, A4)

14. Plumeria Court
15. Entrance Gate

The above common amenities will be provided only before completing all phases of complex known as Rumah Bali on the said property and it is not part of this Phase.

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

COMMON SEAL OF THE withinnamed)
 PURANIK BUILDERS LIMITED was)
 hereunto affixed pursuant to the Resolution)
 passed by its Board of Directors in its meeting held)For PURANIK BUILDERS LTD
 onin the presence of Managing Director)
 Mr. Shailesh Gopal Puranik or)
 Mr. Yogesh Govind Puranik who has)
 In token of the affixation of the)DIRECTOR
 common seal hereunto set his hands)
 in the presence of)

1.)
 2.)
 SIGNED AND DELIVERED by the)
 withinnamed “THE ALLOTTEE”)
 _____)
 _____)

in the presence of
 1.)
 2.)
 Received on the day and year first)
 hereinabove mentioned the aforesaid)
 sum of Rs. _____/- in Cash /)
 by Cheque / Draft No. _____)
 dated _____ drawn on the _____)
 _____ Bank)

_____ Branch before execution of this)

Agreement)

Rs. _____/-

We Say Received

in the presence of

For PURANIK BUILDERS LTD.,

1.

DIRECTOR

2.

Annexure I (Payment Schedule)

| Payment Plan - till 22nd Floor CC | | |
|-------------------------------------|-------------|------------------|
| Milestones | % Due | % Cumulative Due |
| On Booking | 10% | 10% |
| On Agreement | 20% | 30% |
| On Completion of Foundation | 10% | 40% |
| On Completion of Plinth | 5% | 45% |
| On Initiation of 1st Slab | 3% | 48% |
| On Initiation of 3rd Slab | 3% | 51% |
| On Initiation of 5th Slab | 3% | 54% |
| On Initiation of 7th Slab | 2% | 56% |
| On Initiation of 9th Slab | 2% | 58% |
| On Initiation of 11th Slab | 2% | 60% |
| On Initiation of 13rd Slab | 2% | 62% |
| On Initiation of 15th Slab | 2% | 64% |
| On Initiation of 17th Slab | 2% | 66% |
| On Initiation of 19th Slab | 2% | 68% |
| On Initiation of 21st Slab | 2% | 70% |
| On Initiation of Blockwork | 4% | 74% |
| On Initiation of Concealed Plumbing | 3% | 77% |
| On Initiation of Kitchen Platform | 4% | 81% |
| On Initiation of Aluminium Windows | 4% | 85% |
| On Initiation of Waterproofing work | 3% | 88% |
| On Initiation of Lift | 4% | 92% |
| On initiation of external painting | 4% | 96% |
| OC | 4% | 100% |
| | | |
| | 100% | |

Annexure J
(Litigation Details)

(b) There is few legal proceeding in respect of the part of the said Larger Property; however no adverse order is passed against the Promoter. The Detail of legal proceeding is as under:-

| Sr. No. | Survey/ Hissa No. | Case No. | Name of Court | Name of Parties |
|---------|--------------------------------------|---------------|------------------------------------------|------------------------------------------------------------------------------------------------------|
| 1 | (197)100/1 5 | SCS 227/2011 | Civil Judge Senior Division, Thane | Prakash Harishchandra Raut & Anr. V/S Smt. Mankibai Sitaram Thakur & ors and PBPL |
| 2 | (202)101/5 & (217)109/3 0/3 | WP/12341/2015 | High Court, Mumbai | Babybai Kaluram Thakur V/s PBPL |
| 3 | (197)100/1 1,(198)98/1 & 3 | RCS 146/2011 | Civil Judge Senior Division, Thane | Manohar H Chenekar & others V/s Chandrabhaga P Patil & others |
| 4 | (202)101/5 & (217)109/3 0/3 | SCS 466/2016 | Civil Judge Senior Division, Thane | Shobha Krushna Shinge through POA Holder Bhavit Krushna Shinge V/s Puranik Builders Limited |
| 5 | | WP/312/2019 | High Court, Mumbai | Puranik Builders V/s State of Maharashtra |
| 6 | | WP/6095/2021 | High Court, Mumbai | Puranik Builders V/s State of Maharashtra |