ALLOTMENT LETTER

Date: __________

To,
MR./MRS./M/S. ___________________,
_________________________,
_________________________.

Ref.: Reservation of **Flat No**. ___ **on the** ___ Floor, **in** "___" Wing admeasuring ____ Square Meter Carpet Area equivalent to ________ sq. ft. carpet area, **in the proposed Complex Known as** "Akshar Alvario" **to be constructed on Plot No. 76, Sector- 27 in Village/ Site Darawe / Nerul of 12.5% (Erstwhile Gaothan Expansion Scheme) scheme, containing by measurement 3849.21 square meters or thereabouts**.

1) By an Agreement to Lease dated 6th January, 2009 executed between CIDCO Ltd. and the MR. MANOHAR VITHAL KAIKINI (hereinafter collectively referred to as the said Original Licensees), the CIDCO Ltd. has granted the said MR. MANOHAR VITHAL KAIKINI license to enter upon all that pieces and parcel of land known as Plot No. 76, Sector- 27 in Village/ Site Darawe / Nerul of 12.5% (Erstwhile Gaothan Expansion Scheme) scheme, containing by measurement 3849.21 Square meters or thereabouts (hereinafter referred to as the said plot) and which is more particularly described in the Schedule hereunder written for such lease premium and upon such terms and conditions as mentioned in the said Agreement to Lease and upon covenants mentioned therein for a period of 60 years with a right to develop the same as permissible under General Development Control Regulations for New Bombay, 1975. The said Agreement to Lease is registered with the Sub-Registrar of Assurances at under Serial No. TNN 6 – 46 of 2009 dated 06/01/2009.

2) The said Mr. Manohar Vithal Kaikini , expired at Mumbai on 6th July 2012, leaving behind him his last Will and Testament dated 07/04/2010 appointing Ms. Vasanti Ramkrishna Lajmi, residinat at Mumbai, as his Administrator in respect of several properties including the said plot. Ms. Vasanti Ramkrishna Lajmi filed a Testamentary Petition in the High Court of Judicature at Mumbai bearing Testamentary and Intestate petition no. 229 of 2014 for the grant of Probate in respect of the last Will and Testament of Late Manohar Vithal Kaikini. The Hon'ble High Court has granted Probate in respect of the said Last Will and Testament of Late Manohar Vithal Kaikini dated 19th April 2014.

3) By a Tripartite Agreement dated 11th August, 2014 executed between CIDCO Ltd., the said Ms. Vasanti Ramkrishna Lajmi, the Administrator AND Sole Legatee of

Late MR. MANOHAR VITHAL KAIKINI (Original Licensees) and M/S THALIA AKSHAR DEVELOPERS, the CIDCO Ltd. agreed to accept and substitute us as the New Licensees for the said plot upon such terms and conditions as mentioned therein. The said Tripartite Agreement is registered with the Sub-Registrar of Assurances under Serial No.TNN11/4345/2014 dated 11-08-2014.

4) In the above circumstances, we are entitled to develop the said plot by constructing a Residential Building/s as per the Building plans sanctioned by the concerned Authority.

5) We have appointed ‘‘M/s. Soyuz Talib Architect Pvt. Ltd.’, as Architect having its office at 1405/1406, 14th Floor, Kesar Solitaire, Plot No.5, Sector 19, Sanpada, Navi Mumbai and entered into standard agreement with Architect for preparing plans for the proposed Building/s. We had through our Architect prepared and submitted to the NMMC and other authorities the building plans, specifications and designs for the said plot by initially utilizing part permissible FSI, by proposing to construct Residential Building(s) / Complex on the said plot. The NMMC has sanctioned the building plans, specifications and designs submitted by the Promoters and granted its Development permission and Commencement Certificate vide its letter dated 06/01/2015 having reference No. NMMC/TDP/BP/Case No. A-18749 to construct Residential building with separate Wings consisting of Stilts and higher floors. The copy of the said Development permission and Commencement Certificate dated 06/01/2015 is annexed hereto and marked as **ANNEXURE “A”**. You are informed and are aware and hereby accepts that we are free and entitled to amend and/or modify the said plans and add to the said Building/ Complex as may be possible and permissible provided however that the same does not in any manner prejudicially alter the plan and specifications of the said premises agreed to be purchased by you.

6) We have also appointed **“Structural Concept”** as RCC Consultants and have entered into standard Agreement for carrying out the construction of the said Building/s. We have also appointed Ms. Krupa Balia as the Chartered Account to maintain the accounts for the said Project and issue proportionate Completion Certificate for the work completed by us for withdrawal of amounts from the separate Bank Account specifically opened for the said Project as per the Real Estate (Regulation and Development) Act, 2016.

7) We hereby declare that the Floor Space Index available as on date in respect of the said plot on the basis of 1.5 FSI is 3849.21.30 X 1.5 = 5773.82 Square meters and we have planned to utilize Floor Space Index of 5773.82 Square meters by availing the entire FSI available as mentioned in the Development Control Regulation which are applicable to the said Project. The said permissible FSI of 1.5 FSI is hereinafter referred to as the Developable Potential of the said Plot known as **“AKSHAR ALVARIO”** (hereinafter referred to as the said Project).

8) The said Project is an ongoing Project as on 1st May, 2017 and we shall apply for the registration of the said Layout forming the part of the said Project with the Real Estate Regulatory Authority under the provisions of the Real Estate (Regulation and Development) Act, 2016.

9) You have, prior to execution of this Reservation Letter, satisfied yourself about our title to the said Plot described in the First Schedule hereunder written and you shall not be entitled to further investigate our title and no requisitions or objections shall be raised on any matter relating thereto.

10) Pursuant to the negotiations we had with you, we are pleased to allot to you Flat No. ____ on the ___ Floor, in "___" Wing admeasuring ______ Square Meter Carpet Area equivalent to ______ sq. ft. carpet area in the proposed Building/Complex Known as "Akshar Alvario" to be constructed on the said Plot (hereinafter referred to as the said premises) and the same is more particularly described in the Second Schedule hereunder written, for the total consideration of Rs. _____________ /- and on the following terms & conditions. The said premises is forming the part of our entitlement. A Typical Floor Plan depicting the said premises in ___________ colour is annexed hereto and marked as **Annexure "B"**.

11) (a) We have provisionally reserved to you a Flat being Flat No. ____ on the ___ Floor, in "___" Wing admeasuring ______ Square Meter Carpet Area in the proposed Building/Complex Known as "Akshar Alvario" to be constructed on the said Plot (hereinafter referred to as the said premises and the same is more particularly described in the Second Schedule hereunder written) for a total consideration of Rs. __________________ /- (Rupees ______________________________ Only), which sum shall be paid by you to us at the time and in the manner as mentioned in the Payment Schedule annexed hereto and marked as **Annexure "D"** (time being essence of contract).

11 (b) The said total consideration excludes Taxes (consisting of tax paid or payable by us by way of Value Added Tax, LBT, Service Tax, and Cess, GST or any other similar taxes which may be levied, in connection with the purchase of the said premises and construction of the Project payable by us) payable in accordance with the rules, regulations and notifications applicable at the relevant time up to the date of handing over the possession of the said premises. Provided that in case there is any change / modification in the taxes, the subsequent amount payable by you to us shall be increased/reduced based on such change / modification;

11 (c) We have further represented that as per the sanctioned Building plans, the NMMC had sanctioned certain additional areas as permitted under GDCR. The aforesaid additional areas are fused to the said premises.

12) The time for payment is an essence of contract. Whether you are availing the loan facilities from any financial institution or not, you have unconditionally agreed to pay all the above installments due within 15 (Fifteen) days from the due dates, failing which you shall pay financial charges at such rate as may be permissible in Law, till the payment of the installments. We shall charge the financial charge to you without prejudice to our other rights in law.

13) You shall be liable and responsible to pay all the installments payable for the purchase of the said premises and other charges payable under this Agreement on their respective due dates without committing any delay, default or demur. In case if you have obtained from any Bank/ NBFC or Money Lenders finance/ Loan on the said premises then it shall be your sole and absolute responsibility to ensure that the disbursement of all the installments by the Bank/ Financial Institution/ Money Lender is done within the time frame mentioned in this Reservation Letter. It is mutually agreed between yourself and ourselves that in the event of you committing any delay, default or demur in paying any three installments then and in that event, we shall give 15 days Notice to you to pay all the outstanding amounts together with fresh installments (if the same becomes due and payable). If you fail to pay the entire outstanding amounts to us within the time prescribed under the Act and the Rules, then we shall be entitled to terminate and cancel this Reservation Letter and all legal consequences as per the Act and the Rules shall follow. Subsequent to such termination, we shall deduct 20% of the said total consideration of the said premises, the interest accrued on the defaulted payments and refund the balance amount (if any) to you. The refund by us shall be subject to the repayment of the loan amounts and interest and other charges payable under the terms and conditions of mortgage NOC or any other confirmation given to any Bank, NBFC, Financial Institution in case of the mortgage of the said premises. In case of such termination after the registration of the Agreement for Sale in respect of the said premises, the Stamp Duty, Registration charges along with all taxes that shall be paid by you under the said Agreement will not be refunded by us. It is further mutually agreed between yourself and ourselves that the part payment of any installment shall be construed to be the default in the payment of the said installment. You hereby agree and confirm to the aforesaid arrangement and agree not to dispute or raise any objection against us or any Order or judgment that shall be passed against you in law.

14) The RESERVATION IS PROVISIONAL and is subject to the payment of each of the aforesaid installments of the said consideration within the stipulated period as mentioned in the Payment Schedule annexed hereto and marked as Annexure "D". This Reservation Letter is valid for a period of 21 days only and before the expiry of this reservation, you shall pay the Stamp Duty on the Agreement for Sale for the said premises that shall be executed and registered under the provisions of Real Estate (Regulation and Development) Act, 2016, the copy of the said Agreement for Sale has been handed over to you. After paying the Stamp Duty on the said Agreement, you shall intimate us about the

time and place of the Sub Registrar Office where you intend to get the same registered. You have also agreed to pay the registration charges on the said Agreement for Sale. All the terms and conditions mentioned in the said Agreement for Sale for the said premises shall be final and binding upon you.

15) You have seen the Typical Floor Plan, layout plan and Building plan in respect of the proposed construction to be put up on the said plot. We have informed you and you are aware that in case NMMC allots/grants any additional / global FSI in any form whatsoever, then and in that event, we shall have full right and absolute authority to utilize such additional FSI, TDR or any incremental FSI / building potential in accordance with the Act and Rules of said Real Estate (Regulation and Development) Act, 2016 and further we shall be entitled to utilize, construct, develop and sell / dispose of the premises so constructed by utilizing such additional FSI, TDR or any incremental FSI / building potential in accordance with Act and Rules of said Real Estate (Regulation and Development) Act, 2016, even after the Co-operative Housing Society is formed or Lease Deed/ Deed of Assignment for the said Building is executed in favour of such Society. All changes made by us in the proposed revised plan shall be final and binding on you and you shall not object or dispute or challenge our right to utilize such additional FSI on the said plot. While preparing the revised Building plan, we shall endeavor that the area and dimension of the said premises does not undergo any major change.

16) We shall, under normal conditions, construct the Buildings as per the plan, designs and specifications as seen and approved by you with such variation and modification as we may consider or as may be required by NMMC /any Public or local authority to be made. All such variations and modifications shall be binding upon you.

17) We shall give the possession of the said premises to you after the said Building is ready for use and (i) The Lift License from the Lift Inspector, (ii) Fire NOC from CFO, (iii) Drainage Completion Certificate and (iv) the Building Completion or Occupation Certificate shall have been obtained from NMMC or other relevant authority or body or public authority. We shall give possession of the said premises to you on or before ____________________, subject to Force Majeure and reasons beyond our control. However we shall be entitled to reasonable extension of time for completing construction of the said premises within the aforesaid period if the same is delayed on account of:

i. War, Civil Commotion or act of God;

ii. Any notice order notification of the Government and / or other public or competent authority;

iii. Civil commotion, agitation by local persons, strike (full or partial).

iv. Non-availability of any vital building material including cement, steel, sand.

v. Order / judgment / decree of any judicial / quasi-judicial body or authority restraining the development of the said Plot.

vi. Any suit, action, litigation, disputes restraining the development of the said plot.

vii. Any change in any law, notification, and regulation relating to the development of the said project.

viii. Any delay that may be caused by CIDCO Ltd. due to any matter relating to the new Airport or matters relating to Aviation Department and all other related matters

ix. And also we shall not be liable for any delay that shall be caused due to any delay on the part of Government, Semi Government, Revenue Authority or any other concerned authority in granting the necessary permissions, sanctions, NOC that shall be required by us from time to time.

18) You will use the said premises strictly for the Residential purpose. No change of user shall be permitted.

19) You agree that you shall not transfer the benefits of this reservation without our previous written consent. We may give such consent only upon payment of all the dues payable by you to us under this provisional reservation and on payment of transfer charges as may be decided and fixed by us.

20) You agree to sign all applications, papers and documents and do all such acts, deeds and things as we may require for safe guarding the interest in the said Project.

21) You agree not to claim any right, title or interest in the said premises or the said plot till the entire consideration amount of the said premises as set out in the Payment Schedule annexed hereto as **Annexure "D"** and the entire contribution and other payments payable by you are paid in full and you are accepted as the member/s of the Society that shall be formed.

22) In addition to the agreed consideration, you hereby agree to pay the following expenses and charges on or before the possession or on demand by us:

a) Legal and document charges at the time of execution of this Agreement.
b) Valuation report.
c) Development Charges / Transfer Charges / Infrastructure Development Charges payable to CIDCO Ltd.
d) Proportionate Stamp duty and registration charges for Lease Deed / Deed of Assignment.
e) Water and Drainage connection deposit and meter charges or any other charges imposed by the CIDCO Ltd./NMMC or other Government authority.
f) Electricity connection, meter deposit, BSES service charges or any other electricity service provider charges, cable charges and transformer.
g) Non refundable Club House membership fees.
h) Co-operative Society/ Condominium of Apartments /Limited Company formation/ registration charges.
i) Property Tax from the date of Tripartite Agreement in favour of the Promoters.

j) Stamp duty and registration charges on Premises. If any additional stamp duty is payable over and above the stamp duty on Premises, then the Purchaser/s shall be liable to pay the same.

k) Service Tax, VAT, Cess, GST or any other taxes or charges levied by the state or Government authorities.

l) Any other charges, taxes and expenses levied by the Government authorities.

23. We shall have a first lien charges etc., in respect of any amount remaining unpaid under this Reservation Letter.

24 All costs, charges and expenses including Stamp duty, Registration Charges etc., in respect of this reservation shall be borne and paid entirely by you alone.

25. You have, in token of your having accepted the aforesaid, agreed to sign at the foot of this Letter.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the said Plot)

ALL THAT pieces and parcel of land known as Plot No. 76, Sector- 27 in Village/ Site Darawe / Nerul of 12.5% (Erstwhile Gaothan Expansion Scheme) scheme, containing by measurement 3849.21 square meters or thereabouts and bounded as follows that is to say:

On or toward the North by	–	Plot No. 68
On or toward the South by	–	15.0 Meter Wide Road
On or toward the East by	–	Plot No. 72
On or toward the West by	–	15.0 Meter Wide Road

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the said premises)

Flat No. ______ on the _____ **Floor**, admeasuring ______ **Square feet (carpet area)** equivalent to _______ **Square meters (Carpet area)** in the Building/ Project Known as **"AKSHAR ALVARIO"** to be constructed on Plot No. 76, Sector- 27 in Village/ Site Darawe / Nerul, Navi Mumbai of 12.5% (Erstwhile Gaothan Expansion Scheme), Scheme, containing by measurement 3849.21 Square Meters or thereabouts and which is more particularly described in the First Schedule mentioned hereinabove.

For M/s. M/S THALIA AKSHAR DEVELOPERS

Authorized Signatory

Authorized Signatory

I/ We hereby confirm the terms and conditions of this Reservation Letter.

____

(Allottee/s)

R E C E I P T

Received with thanks from **Mr. _________**the sum of **Rs. ______/- (Rupees ________________________________Only)** towards the booking of **Flat No. ___** in **"__" Wing** of the proposed building known as **"Akshar Alvario"** situated at Plot No. 76, Sector-27, Nerul, Navi Mumbai. The detail of cheques are as under:

Chq. Date	Chq. No.	Amount	Bank	Branch
	Total :			

Note : *This Receipt is valid subject to realization of Cheque(s)*

For M/s. Thalia Akshar Developers .

Authorized Signatory

AGREEMENT FOR SALE

THIS ARTICLES OF AGREEMENT is made at Navi Mumbai on this ____ day of ________, 2017

BETWEEN

M/S THALIA AKSHAR DEVELOPERS, a Partnership Firm, having its address at 225, 2nd Floor, Big Splash, Sector - 17, Vashi, Navi Mumbai - 400 705, Represented by its Partner **SHRI. PRATIK BHACHUBHAI MUJAT,** hereinafter referred to as the **"PROMOTERS"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partner or partners for the time being of the said firm, the survivors of them and the successor/s of the last surviving partner) of the **ONE PART.**

AND

__________________________of Mumbai, Indian Inhabitant, (PAN NO. ____________________) & __________________________ of Mumbai, Indian Inhabitant, (PAN NO. ___________________) both the Residing at _______________________________________hereinafter referred to as "**THE PURCHASER/S/ ALLOTTEE/S**" [which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include his/her/their heirs, administrators and permitted assigns] of the **OTHER PART**:

WHEREAS:

1. The City and Industrial Development Corporation of Maharashtra Ltd., is a Government Company within the meaning of the Companies Act, 1956, (hereinafter referred to as "The Corporation/CIDCO") having its registered office at "Nirmal", 2nd floor, Nariman Point, Mumbai - 400 021. The Corporation has been declared as a New Town Development Authority, under the provisions of sub sec. (3-A) of Section 113 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra Act No. XXXVIII of 1966 hereinafter referred to as 'the said Act') for the New Town of Navi Mumbai by Government of Maharashtra in the exercise of its powers of the area designated as Site for New Town under sub-section (1) of Section 113 of the said Act.

2. The State Government has acquired lands within the designated area of Navi Mumbai and vested the same in the Corporation by an order duly made on that behalf as per the provisions of Sec.113 of the said Act.

3. By virtue of being the Development Authority the Corporation has been empowered under Section 118 of the said Act to dispose off any land acquired by it or vested into it in accordance with the proposal approved by the State Government under the said Act.

4. By an Agreement to Lease dated 6th January, 2009 executed between CIDCO Ltd. and Mr. Manohar Vitthal Kaikini, an adult, Indian Inhabitant, having his address at Jasmine Apartment, S.V.ROAD, Andheri (W), Mumbai –400058 (Hereinafter referred to as the said Original Licensee), the CIDCO Ltd. has granted the said Original Licensee, license to enter upon all that pieces and parcel of land known as Plot No. 76, Sector- 27 in Village/ Site Darawe / Nerul of 12.5% (Erstwhile Gaothan Expansion Scheme) scheme, containing by measurement 3849.21 Square meters or thereabouts (hereinafter referred to as the said plot) and which is more particularly described in the Schedule hereunder written for such lease premium and upon such terms and conditions as mentioned in the said Agreement to Lease and upon covenants mentioned therein for a period of 60 years with a right to develop the same as permissible under General Development Control Regulations for New Bombay, 1975. The said Agreement to Lease is registered with the Sub-Registrar of Assurances under Serial No. TNN 6 – 46 of 2009 dated 06/01/2009.

5. By diverse Memorandum/ Agreements executed by various parties mentioned herein namely, (i) the said Original Licensee, (ii) Basant Estates, a Proprietary Firm of Harbans Singh Siddhu, (iii) BASANT REALTY PVT. LTD, (iv) BHUMIRAJ HOMES PRIVATE LIMITED (Formerly known as Moraj Homes Pvt. Ltd.), holding CIN No U70101MH2000PLC125657, a Company incorporated under the Companies Act, 1956, having address at D – 5 / 6, 1st Floor, Big Splash, Sector – 17, Vashi, Navi Mumbai and (v) M/S UNIQUE CORPORATION**,** a Partnership Firm, having its address at 12 / A, Prabhat Centre, Sector 6, CBD – Belapur, Navi Mumbai, all the above parties hereto had entered into certain transactions internally amongst themselves. Since certain disputes

arose between the parties hereto, two Special Civil Suits namely Special Civil Suit No 56 of 2009 and Special Civil Suit 645 of 2009 were filed in Thane.

The said original Licensee, Mr. Manohar Vithal Kaikini, expired at Mumbai on 6th July 2012, leaving behind him his last Will and Testament, appointing Ms. Vasanti Ramkrishna Lajmi as his sole Legatee /Administrator in respect of several properties including the suit property. Ms. Vasanti Ramkrishna Lajmi filed a Testamentary Petition in the High Court of Judicature at Mumbai bearing Testamentary and Intestate petition no. 229 of 2014 for the grant of Probate in respect of the last Will and Testament of Original Licensee / Late Manohar Vithal Kaikini. The Hon'ble High Court has granted Letter of Administration dated 19/04/2014 with WILL annexed in respect of the said Last Will and Testament of Late Manohar Vithal Kaikini.

Accordingly, the said Ms. Vasanti Ramkrishna Lajmi, as the Sole Legatee/Administrator of the said Late Mr. Manohar Vithal Kaikini has been brought on record as party Defendant no.1, in place and instead of late Mr. Manohar Vithal Kaikini by causing necessary amendment/ order in the said suits. Both the above Civil Suits were mutually settled by all the parties to the said suits and by virtue of Consent Terms filed in said Special Civil Suit No 56 of 2009 and Special Civil Suit 645 of 2009, the above parties have agreed to transfer and assign all their rights, title, interest in the said plot in favour of the Promoters herein, upon such terms and conditions as mentioned in the said Two Consent Terms filed in Special Civil Suit No. 56 of 2009 and Special Civil Suit No. 645 of 2009 and by two separate Order both dated 11-06-2014, passed by the Hon'ble Civil Judge (S.D.), at Thane the said suits were disposed off accordingly.

6. The CIDCO Ltd, vide its letter dated 05th August, 2014, has accepted the said Ms. Vasanti Ramkrishna Lajmi as the Original Licensee of the said Plot instead and in place of late Mr. Manohar Vithal Kaikini.

7. By a Tripartite Agreement dated 11th August, 2014 executed between CIDCO Ltd., the said Ms. Vasanti Ramkrishna Lajmi, as the Original Licensees and the Promoters herein, the CIDCO Ltd has transferred in favour of the Promoters herein the Leasehold rights in respect of the said plot and have granted to Promoters herein a license to enter the said Plot with a right to develop the same as permissible under General Development Control Rules for New Bombay, 1975. The said Tripartite Agreement is duly registered with the Sub-Registrar of Assurances under its Serial No. 4345/2014 dated 11-08-2014.

8. The CIDCO Ltd., vide its letter dated 21st August, 2014 bearing reference no. CIDCO/ VASAHAT/ SATYO/ NERUL/ B 436/2014/1462, has substituted Promoters herein as the New Licensees instead and in place of the said Licensee and at the request of the said Original Licensee, the CIDCO Ltd has transferred the said plot in favour of the Promoters herein upon such terms & conditions as mentioned therein.

9. Pursuant thereto, the Promoters herein became well and sufficiently entitled to the Leasehold rights in respect of the said plot.

10. In the above circumstances, the Promoters are the New Licensees in respect of the said Plot and are entitled to develop the said plot by constructing a building/s as per the building plans sanctioned by the concerned authority.

11. The Promoters, through their Architects, **'M/s Soyuz Talib Architect Pvt. Ltd'**, having its office at 1405/1406, 14th Floor, Kesar Solitaire, Plot No.5, Sector 19, Sanpada, Navi Mumbai, have prepared building plans by initially utilizing permissible FSI, by proposing to construct a Residential Building on the said plot. (hereinafter referred to as the said Layout). The Promoters have submitted to the NMMC and other authorities the building plans, specifications and designs for the said plot. The NMMC has sanctioned the building plans, specifications and designs submitted by the Promoters and granted its Development permission and Commencement Certificate vide its letter dated 06/01/2015 having reference No. NMMC/TDP/BP/Case No. A-18749 to construct Residential building with separate Wings consisting of Stilts and higher floors. The copy of the said Development permission and Commencement Certificate dated 06/01/2015 is annexed hereto and marked as **Annexure "A"**. the Purchaser is/are informed and is aware and hereby accepts that the Promoters are free and entitled to amend and/or modify the said plans and add to the said building/Complex as may be possible and permissible provided however that the same does not in any manner prejudicially after the plan and specifications of the Flat agreed to purchased by the Purchaser/s hereunder.

12. The Promoters have also appointed **"Structural Concept"** as RCC Consultants and have entered into standard Agreement for carrying out the construction of the said Building/s and have entered into standard agreement with the Architect for preparing plans of the said Building/s. The Promoters have also appointed Ms. Krupa Balia as the Chartered Account to maintain the accounts for the said Project and issue proportionate completion certificate for the work completed by the Promoters for withdrawal of amounts from the separate Bank Account specifically opened for the said Project as per the Real Estate (Regulation and Development) Act, 2016.

13. The said plot is earmarked for the purpose of building a Residential Building with 3 Wings consisting of Ground/Stilts + First Floor (Parking) + Podium and 12 upper floors. The said Project shall be known as **"AKSHAR ALVARIO"** (hereinafter referred to as the said Building/ Project).

14. By Mortgage Deed dated 29th September, 2015 the Promoters have mortgaged the said plot with proposed structure to India Bulls Housing Finance Ltd and have obtained financial assistance on such terms and conditions as mentioned therein. The said Mortgage Deed is duly registered with Sub Registrar of Assurances at Thane 6 under serial no. TNN6-5285-2015.

15. The Promoters had applied to the said India Bulls Housing Finance Ltd for the grant of its No Objection for sale of the said premises. In response thereto, the Promoters have received from the said India Bulls Housing Finance Ltd, the required No Objection Letter dated 19-06-2017 for the sale of the said premises. A copy of the said No Objection Letter issued by India Bulls Housing Finance Ltd is annexed hereto and marked as **ANNEXURE "F"**. The Promoters have opened an Escrow account in HDFC Bank being A/c NO 05400350000358, Vashi Branch. All the amount received from customers/buyers/purchasers of Flat shall be deposited in the said escrow account.

16. The said Project is an ongoing Project as on 1st May, 2017 and the Promoters shall apply for the registration of the said Project with the Real Estate Regulatory Authority under the provisions of the Real Estate (Regulation and Development) Act, 2016.

17. The Promoters have informed the Purchaser/s and the Purchaser/s is/are aware that the Promoters will develop the said Plot by constructing residential building to be used for Residential purpose and as per the sanctioned plans, with such modifications thereto as the Promoters may from time to time determine and as may be approved by the concerned local bodies and/or authorities. The Schedule of the said development will also be determined by the Promoters, at their own discretion.

18. The Purchaser/s has/ have seen the approved plans as prepared by the Architect and the Purchaser/s is/are aware that the Promoters may change the said building plans from time to time and/or as may be required by the CIDCO Ltd. and / or all other concerned authorities while giving the approval to the same and/or at any time and from time to time thereafter. A Layout Plan of the said plot is annexed hereto and marked as **Annexure "B"**.

19. The Report on Title issued by **M/s. Himanshu Bheda & Co**., Advocates, has been seen and inspected by the Purchaser/s and a copy thereof has been annexed hereto and marked as **Annexure "C".** The Purchaser/s has/ have, also prior to the execution of this Agreement, for himself / herself satisfied about the right and title of the Promoters to the said Plot, the right of the Promoters to develop the said Plot and to construct the said proposed Building on the said Plot more particularly described in the First Schedule hereunder written. The Purchaser has/have, by virtue of his having executed this Agreement, is deemed to have accepted the title of the Promoters to the said plot as clear & marketable & free from all encumbrances and no further requisition or objection shall be raised upon it in any matter relating thereto.

20 a. The Purchaser has demanded and the Promoters have given to the Purchaser/s inspection of the following documents:-

i. Agreement to Lease dated 6th January, 2009,

ii. Tripartite Agreement dated 11th August, 2014

iii. CIDCO's Transfer Order vide its letter dated 21st August, 2014,

iv. Mortgage Deed dated 29th September, 2015

v. All other relevant documents, letters, papers and writings referred to herein.

b. All plans sanctioned by the NMMC, and other authorities, the designs, specifications etc., submitted to NMMC and other authorities as required under the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made there under including the Commencement Certificate dated 06-01-2015.

c. The Purchaser/s has / has examined the foregoing Agreements and relevant documents, letters, papers and writings inspection of which, the Promoters have given to him/her / them and get him/her / them satisfied.

21. On satisfying himself/herself/ themselves about the plans and after the perusal of various deeds and documents, specifically referred to herein above and after satisfying himself as regards the other terms and conditions including the Title of the Promoters to the said plot, the Purchaser/s has/ have applied to the Promoters for allotment of and hereby agree/s to **Flat No.** ___ on the __ **Floor** in **"__" Wing**, admeasuring __________ **Square feet (Carpet Area)** equivalent to _____ **Square meters** or thereabouts in the Project /Building known as **"AKSHAR ALVARIO"** which is to be constructed on the said plot described in the Second Schedule hereunder written) for a total consideration of **Rs. _______________________/- (Rupees _______________________)**. The Typical Floor plan of the said Premises is annexed hereto & marked as **Annexure "D"**.

22. The Promoters have further represented that as per the sanctioned Building plans, NMMC has sanctioned certain additional areas as permitted under GDCR. The Certificate of the Architect detailing the said additional areas is annexed hereto and marked **Annexure "E"**. The Promoters have paid necessary premium / charges to the NMMC for getting the sanction of the said additional areas from the NMMC. The aforesaid additional areas are fused to the said premises. However, the Promoters have not charged any additional consideration for the aforesaid additional areas from the Purchaser/s

23. The Purchaser/s has / have seen and approved the Building and floor plan and have understood the nature and quality of construction and fittings, fixtures, facilities and amenities to be provided in the said premises.

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

25. Both the Promoters and the Purchaser/s hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the said Project.

26. Now both the Parties are desirous of recording the terms and conditions of these presents so reached between them.

NOW IT IS HEREBY AGREED, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. **ACT AND RULES GOVERNING THE AGREEMENT:**

This Agreement shall always be subject to the provisions contained in the Real Estate (Regulation and Development) Act, 2016 (RERA) or any amendment therein or re-enactment thereof for the time being in force or any other provisions of law applicable from time to time and the rules framed there under. Under the provisions contained in the Real Estate (Regulation and Development) Act, 2016, the Promoters are the Promoters and all references herein shall be read and construed accordingly. The said Real Estate (Regulation and Development) Act, 2016 shall be hereinafter referred to as the "Act" and the Rules framed there under shall be referred to as the "Rules".

2. INSPECTION OF DOCUMENTS AND SITE VISIT:

The Purchaser/s has / have taken inspection of the Agreements, Sanctioned Plans and other relevant documents required to be given by the Promoters under the provisions of the Real Estate (Regulation and Development) Act, 2016 in respect of the said plot and the Purchaser/s has / have visited the site of construction and made himself /herself /themselves familiar with the terms and conditions imposed by the CIDCO Ltd. and other relevant authorities. The Purchaser/s binds himself/herself/themselves to adhere with terms and conditions of the all documents / correspondence with CIDCO Ltd./ other concerned authorities. All the liabilities pertaining to the above shall be borne and paid by the Purchaser/s as and when demanded by the CIDCO Ltd./ other concerned authorities or the Promoters.

3. ADDITIONS AND ALTERATION:

The Promoters shall under normal conditions construct building/s on the said plot in accordance with the said plans and specifications duly approved and sanctioned by the NMMC and other concerned authorities. It is agreed that the Promoters shall, save as permissible under the Act and the Rules, not make any additions and alterations in the sanctioned plans, layout plans in respect of the said premises, plot or building, as the case may be, without the previous written consent of the Purchaser(s) / Allottee(s). Provided however, in case if any change, addition, alteration in the layout plans are required by the sanctioning Authority then such additions, alteration, shall be carried out without seeking any prior permissions from the Purchaser(s) / Allottee(s) and the Purchaser(s) / Allottee(s) shall not challenge, dispute or raise any objection against the said changes in the sanctioned plans. Provided further that the Promoters may make such minor additions or alterations as may be required by the Purchaser(s) / Allottee(s) or such minor changes or alterations as shall be required by CIDCO Ltd./ other concerned Authorities as per the provisions of the Real Estate (Regulation And Development) Act, 2016 or any other act, statute or law governing the development of the said Plot. The Promoters shall keep the said revised plans and specifications at the office of the Promoters for inspection of the Purchaser/s.

4. SALE OF PREMISES AND PAYMENT CONDITIONS:

4 (a) The Purchaser/s hereby agree/s to purchase Flat No. ____ on the ____ Floor, admeasuring about ________ square meters equivalent to ______ square Feet or thereabouts (Carpet Area) in the Building/ Project known as **"AKSHAR ALVARIO"** which is to be constructed on the said plot and *pro rata* share in the common areas [("**Common Areas**") as defined under clause (n) of Section 2 of Real Estate (Regulation and Development) Act, 2016] (hereinafter referred to as the said Premises and which is more

particularly described in the Second Schedule hereunder written) for a total consideration of _____________________ **/- (Rupees ________________________)**. As mutually discussed and agreed between the Promoters and the Purchaser/s, the said total consideration shall be paid by the Purchaser/s to the Promoters as per the Payment Schedule annexed hereto & marked as **ANNEXURE "G"** (Time being essence of the contract). The above consideration does not include various other charges, expenses more particularly mentioned in this Agreement and the same shall be paid by the Purchaser/s over and above the consideration mentioned herein on their respective due dates.

4(b) The Purchaser/s has / have paid a sum of **Rs. ________________________/- (Rupees ________________________ Only)** on or before the execution of these Agreement as earnest money towards the said Flat (the payment and receipt whereof the Promoters do hereby admit and acknowledge and of and from the same discharge the Purchaser/s forever). The balance consideration of **Rs. ________________________/- (Rupees ________________________)**, shall be paid by the Purchaser to the Promoter as per the Payment Schedule (Time being the essence of the contract).

4 (c) The said total consideration excludes Taxes [consisting of tax paid or payable by the Promoters by way of Value Added Tax, LBT, Service Tax, and Cess, GST (as and when made applicable) or any other similar taxes which may be levied, in connection with the purchase of the said premises and construction of the Project payable by the Promoters] payable in accordance with the rules, regulations and notifications applicable at the relevant time upto the date of handing over the possession of the said premises. Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Purchaser(s) / Allottee(s) to the Promoters shall be increased/reduced based on such change / modification.

4 (d) The Promoters have further represented that as per the sanctioned Building plans, NMMC has sanctioned certain additional areas as permitted under GDCR. The Certificate of the Architect detailing the said additional areas is annexed hereto. The Promoters have paid necessary premium / charges to the NMMC for getting the sanction of the said additional areas from the NMMC. The aforesaid additional areas are fused to the said premises. However, the Promoters have not charged any additional consideration for the aforesaid additional areas from the Purchaser/s.

4 (e) The Promoters shall periodically intimate to the Purchaser(s) / Allottee(s), the amount payable as stated in Clause 4(a) above and the Purchaser(s) / Allottee(s) shall make payment within 15 (fifteen) days from the date of such written intimation. In addition, the Promoters shall provide to the Purchaser(s) / Allottee(s) the details of the taxes paid or demanded along with the acts / rules / notifications together with dates from which such taxes / levies etc. have been imposed or become effective.

4 (f) The said total consideration is mutually agreed and subject to such increases which are due to increase on account of development charges or any other charges, deposits, fees, etc. payable to the competent authority and/or any other increase in Taxes, Charges,

Cess which may be levied or imposed by the competent authority from time to time. The Promoters agrees that while raising a demand on the Purchaser(s) / Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the Promoters shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Purchaser(s) / Allottee(s), which shall only be applicable on subsequent payments.

4 (g) The Carpet area of the said premises is in accordance with the definition of the Carpet area as per the Real Estate (Regulation and Development) Act, 2016. Further, the Promoters have informed the Purchaser/s and the Purchaser/s is/are aware that the carpet area mentioned in this Agreement is on the basis of unfinished internal wall surface, area under RCC Column and shear wall and other such structural members of the premises and the carpet area of the said premises upon completion shall include the plastering on the Wall, POP, if any, the areas under the wall and under RCC columns, shear walls and other structural members. Therefore, the Promoters have informed the Purchaser/s and the Purchaser/s is aware that there is likelihood that there can be some discrepancy in the Carpet area mentioned in this Agreement and the carpet area of the said premises upon completion. The Certificate issued by the Architect certifying the above area shall be final and binding on the parties. The Purchaser/s hereby agree, declare, confirm and undertake not to raise any objection, claim, dispute regarding such discrepancy in respect of the said carpet area. The Promoters shall confirm the final carpet area that has been allotted to the Purchaser(s) / Allottee(s) after the construction of the Building/s is complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. If there is any reduction in the carpet area within the defined limit, the total price payable for the carpet area shall be recalculated upon receiving the net carpet area statement for the said Premises from the Project Architect. In case there is any reduction in carpet area, then Promoters shall refund the excess money paid by Purchaser(s) / Allottee(s) within the time prescribed in law with annual interest at the rate specified in the Rules and if there is any increase in the carpet area allotted to Purchaser(s) / Allottee(s), the Promoters shall demand the increased consideration from the Purchaser(s) / Allottee(s) in the immediate next milestone of the Payment Schedule. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 4 (a) hereunder. It is agreed between the parties hereto that in case of increase or reduction in carpet area, both the Promoters and the Purchaser/s shall execute a Deed of Rectification or any other appropriate document wherein the said new carpet area of the said Premises shall be mentioned along with such other additions and alterations to this Agreement as shall be required by the Promoters in accordance with the said the Real Estate (Regulation And Development) Act, 2016. The Cost of registration of such Deed of Rectification shall be borne by the Purchaser/s alone.

4 (h) The Promoters have also informed the Purchaser/s categorically and the Purchaser/s has/ have agreed/ understood that all the Rules and Regulations governing the sale of Flats by the Promoters and/ or development of the said plot by the Promoters and this Agreement shall be governed by Rules and Regulations under Real Estate (Regulation and Development) Act, 2016.

4 (i) The Purchaser/s hereby agree/s, declare/s and confirm/s with the Promoters that at the time of execution of this Agreement, the Purchaser/s shall deposit with the concerned authorities under Income Tax Department, the entire TDS presently applicable at 1% of the total consideration or such amount of TDS as shall be applicable from time to time and the Purchaser/s shall file the necessary return of such TDS with the Income Tax authorities within the stipulated period under the Income Tax Act, 1961 and shall also issue the TDS Certificate to the Promoters within the stipulated period. NOTWITHSTANDING anything contained herein, it is specifically agreed by the Purchaser/s that the Purchaser/s shall be entitled to get the credit of the TDS deducted by him / her / them only if the Promoters are entitled to get the credit from the Income Tax Department of such TDS amount paid by the Purchaser/s. In case, if there is any additional TDS required to be deducted (in addition to the TDS already deducted), then the Purchaser/s shall deduct the same as and when required under law and the conditions mentioned above in this Clause shall be applicable for the additional TDS so deducted.

5. MODE OF PAYMENT:

The payment of all the above installments /payment will be accepted by Cheque / Demand Draft / Pay Order / NEFT / RTGS only and as per the Payment Schedule annexed hereto. The Cheque/s or Demand Draft or Pay Order should be drawn in favour of: "THALIA AKSHAR DEVELOPERS Escrow A/c NO 05400350000358 HDFC Bank, Vashi Branch" and shall be sent to Office of Promoters at 225, Plot No. 78 & 79, Sector-17, Vashi, Navi Mumbai, either by Hand Delivery or by Registered A/D or by Courier (Acknowledges Due in all types of Deliveries). In case if the Purchaser/s has / have made the payment by NEFT or by RTGS, then immediately upon the Purchaser/s making such payment to the Promoter's designated account, the Purchaser/s shall intimate to the Promoters the UTR Number, Bank details and such other details as shall be required by the Promoters to identify and acknowledge the receipt of the payment by the Promoters. In case, if the Promoters desires to receive further payments of balance installments, favouring certain other Bank Account of the Promoters, then and in that event, the Promoters shall specifically mention the new Bank Account in the Installment Demand Letter that shall be addressed to the Purchaser/s. Thereafter, the Purchaser/s shall himself / herself/ themselves or cause his/her/ their Financial Institute to draw the Cheque/s or Demand Draft or Pay Order favouring the said new Bank Account.

6. TIMELY PAYMENT OF THE INSTALLMENTS:

6 (a) The Promoters shall give a Notice to the Purchaser/s intimating the Purchaser/s the amount of the installment or the balance amount payable by the Purchaser/s to the Promoters in accordance with the payment schedule annexed hereto as **Annexure "G"** (Time being essence of the contract) and within 15 days from the date of letter, the Purchaser/s shall pay the amount of the said installment or the balance amount to the Promoters. The Purchaser/s will not hold the Promoters responsible for delay in postal service or delay in receipt or non-receipt of the said Notice.

6 (b) Both the parties hereby agree with each other that timely payment of all the above installments and every other amount payable by the Purchaser/s under these presents to the Promoters shall be the essence of this contract. Both the Promoters and the Purchaser/s has / have mutually agreed that the Purchaser/s shall be liable and responsible to pay all the installments payable for the purchase of the said premises and other charges payable under this Agreement on their respective due dates without committing any delay, defaulter demur. In case if the Purchaser/s has/ have obtained / shall obtain from any Bank/ NBFC or Money Lenders finance/ Loan on the said premises, then it shall be the sole and absolute responsibility of Purchaser/s herein to ensure that the disbursement of all the installments by the Bank/ Financial Institution/ Money Lender is done within the time frame mentioned in this Agreement. Both the Promoters and Purchaser/s has/ have further agreed that in the event of the Purchaser/s committing any delay, default or demur in paying any three installments then and in that event, the Promoters shall give 15 days' Notice to the Purchaser/s to pay all the outstanding amounts together with fresh installments (if the same becomes due and payable). If the Purchaser/s fail/s to pay the entire outstanding amounts to the Promoters within the time prescribed under the Act and the Rules, then the Promoters shall be entitled to terminate and cancel this Agreement and all legal consequences as per the Act and the Rules shall follow. Subsequent to such termination, the Promoters shall deduct 20% of the said total consideration of the said premises, the interest accrued on the defaulted payments and refund the balance amount (if any) to the Purchaser/s. The refund by the Promoters shall be subject to the repayment of the loan amounts and interest and other charges payable under the terms and conditions of mortgage NOC or any other confirmation given to any Bank, NBFC, Financial Institution in case of the mortgage of the said premises. However, in case of such termination, the Stamp Duty, Registration charges and all taxes paid by the Purchaser/s shall not be refunded by the Promoters. It is further agreed by the parties hereto that part payment of any installment shall be construed to be the default in the payment of the said installment. The Purchaser/s hereby agree/s and confirm/s to the aforesaid arrangement and agrees not to dispute or raise any objection against the Promoter/s or any Order or judgment that shall be passed against the Purchaser/s in law. In the event of such termination, the Promoters shall be entitled to resell the said premise to such third person / party, as the Promoters may deem fit, necessary and proper and recover and appropriate to themselves the entire sales consideration and other amounts that shall be received from such resale.

6 (c) It is agreed by the Purchaser/s that till such time as he / she / they has / have paid to the Promoters the entire consideration with or without interest amounts (as the case may be), as are stipulated hereinafter and all other outstanding amounts payable in respect of the said Premises, he / she they shall not claim any right, title, interest or possession in, of, over and upon the said Premises and the Purchaser/s is / are aware that ultimately the Promoters herein, in their sole and absolute discretion, shall, as per the provisions of Real Estate (Regulation and Development) Act, 2016, form a Co-operative Society or Company or Association (hereinafter referred to as the said Society) for the entire layout and execute Lease Deed in favour of such Co-operative Society or Company or Association that shall be formed for the said Building, within a stipulated period by Law.

7. The Promoters have informed the Purchaser/s and the Purchaser/s is/ are aware that the Promoters are proposing to provide the external amenities as mentioned herein and Society Office in the said Building, the management thereof shall initially be entrusted to such person or party as the Promoters may deem it necessary and proper or upon the Society formation, the management may be entrusted to the Society / Ultimate Organization of Purchasers that shall be formed

8. It is made clear by the Promoters and the Purchaser(s) / Allottee(s) agrees that the said premises shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said plot and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser(s) / Allottee(s). It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchaser(s) / Allottee(s) of the Project.

9. CANCELLATION BY PURCHASER(S) / ALLOTTEE(S):

The Purchaser(s) / Allottee(s) shall has / have the right to cancel / withdraw his/her/their allotment in the Project as provided in the Act. Provided that where the Purchaser(s) / Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoters, the Promoters herein are entitled to forfeit 20% of the total consideration for the allotment. Subject to the terms and conditions of mortgage NOC or any other confirmation given to any Bank, NBFC, Financial Institution, in case of the mortgage of the said premises, the balance amount of money paid by the Purchaser(s) / Allottee(s) shall be returned by the Promoters to the Purchaser(s) / Allottee(s) within 45 days of such cancellation without any interest. In this case, the Purchaser/s will not be entitled to any claim / taxes paid by them or demand Registration charges, Stamp Duty or interest paid by them. In the event of such Cancellation, the Promoters shall be entitled to resell the said premise to such third person / party, as the Promoters may deem fit, necessary and proper.

10. The Promoters shall provide the amenities and facilities as per the List of Amenities annexed hereto and marked **ANNEXURE "H"**.

11. RIGHTS OF THE PROMOTERS TO AMEND THE LAYOUT AND OBTAIN AMENDMENT IN SANCTION PLANS AND TO UTILIZE THE ENTIRE FSI/ ADDITIONAL FSI/ TDR OR ANY INCREMENTAL FSI:

The Purchaser/s hereby agree, declare and confirm that the Promoters shall have irrevocable rights for the purpose as set out herein below & the Promoters shall be entitled to exercise the same as if Purchaser/s has/ have given prior written consent to the Promoters as required under the said Act. However, with the view to remove any doubt, the Purchaser/s hereby confers upon the Promoters such right /authority to the Promoters for the purpose as set out herein below:-

(a) The Promoters hereby declare that the Floor Space Index available as on date in respect of the said plot on the basis of 1.5 FSI is 3849.21 x 1.5 = 5773.82 Square meters and the Promoters have planned to utilize Floor Space Index of 5773.82

Square meters by availing entire FSI available as mentioned in the Development Control Regulation which are applicable to the said Project. The Promoters have disclosed the Floor Space Index on the basis of 1.5 FSI is 3849.21 x 1.5 = 5773.82 sq metres as proposed to be utilized by them on the said plot in the said Project and the Purchaser(s) / Allottee(s) has/ have agreed to purchase the said premises based on the proposed construction and sale of premises to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only.

(b) Save as mentioned in Clause 10 (a) hereof, the Promoters hereby declare that no part of the said Floor Space Index for the said plot has been utilized by the Promoters elsewhere in any other plot for any purpose whatsoever. The Promoters shall be entitled to consume the entire F.S.I / TDR / Additional FSI as may be available in respect of the said plot or any part thereof at present or in future by constructing additional floor(s)/Wing(s) on the said plot in accordance with the Act and Rules, as the Promoters shall think fit and proper.

(c) In case, the said floor space index has been utilized by the Promoters elsewhere, then the Promoters shall furnish to the Sanctioning Authorities all the detailed particulars in respect of such utilization of said Floor Space Index by them. In case, while developing the said plot, the Promoters have utilized any Floor Space Index of any other land or property by way of floating Floor Space Index or otherwise howsoever, then the particulars of such Floor Space Index shall be disclosed by the Promoters to the Sanctioning Authorities.

(d) The Promoters have informed the Purchaser/s and the Purchaser/s is/are aware that the Promoters will develop the said plot by constructing Building/s to be used for permissible users/ purposes and any other purpose as shall be permitted as per the sanctioned plans, with such modifications thereto as the Promoters may from time to time determine and as may be approved by the concerned local bodies and/or authorities.

(e) Without modifying the plan of the said Premises, the Promoters shall be entitled to amend, modify and/or vary the building plans or the lay out or sub-division plan/s as also the specifications in respect thereof as may be permissible under the Act and Rules.

(f) The Purchaser/s or the Society of the Purchaser/s of all premises holders shall not raise any objections on any ground as to Promoters rights reserved hereunder and as shall be available to the Promoters under the Act and the Rule.

(g) The Promoters hereby reserve full right and absolute authorities to utilize the entire FSI, additional FSI, TDR or any incremental FSI / building potential which the Promoters have specifically declared hereunder and reserve for further development in accordance with the terms of this Agreement and the Act and Rules of said Real Estate (Regulation and Development) Act, 2016. Further, the Promoters shall be entitled to utilize, construct, develop and sell / dispose of the premises so constructed by utilizing such FSI, additional FSI, TDR or any incremental FSI / building potential in such manner and in such phases in accordance with Act and Rules of said Real Estate (Regulation and Development) Act, 2016, even after the Co-operative Housing Society is formed or Lease Deed / Deed of Assignment for any particular Building is executed by the Promoters. For the aforesaid purpose, the Promoters shall have the right to make addition, raise storey or to put up additional structure which shall be the sole property of the Promoters who will alone be entitled to dispose them off in such a manner and on such terms as the Promoters may deem fit or proper and the Purchaser/s hereby consent to the same. The Promoters shall, after consuming such balance and/or additional FSI, TDR or any incremental FSI / building potential by constructing such permissible tenements on the said plot, be entitled to sell such tenements for such permissible uses, to such persons and for such consideration as they may in their absolute discretion deem fit and proper.

(h) The Purchaser/s hereby agree/s and undertake/s to execute /deliver letter of consent under the provisions of Real Estate (Regulation and Development) Act, 2016, without raising any objection or requisition

(i) Irrespective of possession of the said premises being given to the Purchaser/s or not, the rights under this clause and/or under this Agreement reserved for the Promoters to exploit the potentiality of the said plot, shall be valid, subsisting and binding on the Purchaser/s & shall continue to vest in the Promoters even after the execution of the Lease Deed / Deed of Assignment in favour of the Society that shall be formed. All the aforesaid rights of the Promoters to exploit the said potentiality shall remain unchanged, unhindered and the Promoters shall execute the Lease Deed / Deed of Assignment reserving with themselves all such rights, title, interest in the said plot in their favour as may be outstanding at the time of execution of such Lease Deed /Deed of Assignment in favour of the Society that shall be formed. The Purchaser/s hereby agree/s declare/s and undertake/s not to obstruct, create hindrances, challenge or dispute the rights of the Promoters to carry out the construction and development and to utilize and exploit full potentiality of the said plot. The Purchaser/s further agree/s not to challenge, dispute or hamper such development that the Promoters may carry out either on the grounds of nuisance, inconvenience or health grounds or any other grounds or reasons whatsoever.

(j) The Purchaser/s herein doth, in accordance with the Act and the Rules, hereby agree and give their irrevocable consent that the Promoters shall have full right and absolute authority to make additions, alterations, amendments & changes in the building plans and/or to the said Building/s to be constructed on the said plot or any part thereof for any users or to change the user (excluding the said Premises) including to raise additional floors or structures on the said Building or open part or parts of the said Building /Plot including the terrace at anytime either before or after transfer of the Plot & such rights shall include the right to use /consume F.S.I. or additional F.S.I. or global FSI which may become available in respect of the said plot or any other lands at anytime hereafter in future by reserving such rights in Lease

Deed / Deed of Assignment or to make such amendments, alterations in the revised sanctioned plan as may be permitted by the CIDCO Ltd. and/or any other authorities and such additions of additional structures or floors or storey or Premises shall be the sole and absolute right and entitlement of the Promoters who shall be fully entitled to sell, deal with and dispose of the same to any person/s.

(k) It is furthermore agreed that if any modification, addition, demolition, variation, construction or alteration is required to be made by the CIDCO Ltd. or any other concerned authority due to change in the prevalent building byelaws or on account of change in policy, then after the receipt of Occupation Certificate from CIDCO Ltd. the same shall be carried out and complied with by the Purchaser/s at his / her /their own costs and expenses and the Promoters shall neither contribute any amount nor shall they be anywise liable or responsible for the same.

12. The Promoters have informed the Purchaser/s and the Purchaser/s is / are aware that he/she/they shall use the said premises only for the Residential purposes and he/she/they shall not change the user of the premises.

13. PURCHASER/S COVENANTS:

The Purchaser/s for himself/ herself/ themselves do hereby covenant with the Promoters as follows:

(a) To pay to the Promoters such amounts as shall be required to pay to CIDCO Ltd. / other concerned authority for obtaining its NOC / permission for the sale of the said premises by the Promoters to Purchaser/s and to do such deeds, documents and to comply with all such terms and conditions as may be stipulated by CIDCO Ltd. / other concerned authority in this regard.

(b) To maintain the said premises at his / her their own costs, charges & expenses in good tenantable repair & conditions from the date receipt of intimation from the Promoters that the said premises is ready, irrespective of the fact whether the Purchaser/s has / have taken possession or not & shall not do or suffer to be done anything in or to the Building/s in which the said premises is situated or to act or to do anything against the rules, regulations and bye-laws of concerned local authorities or Co-operative Society or change /alter or make any addition and / or alteration in or to the said premises or any part thereof, without obtaining prior written consent of the Society that shall be formed.

(c) Not to store in the said premises any goods /articles which are of hazardous, combustible or dangerous nature or are so heavy that it may damage the construction / structural stability of the building in which the said premises are situated or storing of which is objected to by the concerned local or other authority & shall not carry or cause to be carried any heavy package on the upper floor/s which may damage or are likely to damage the common passage, staircase or any other structures of the said building including entrance of the building in which the said premises is situated & in case, if any damage is caused to the building or to the said premises on account of negligence or default of the premises Purchaser/s in this behalf, then Purchaser/s shall alone be liable for the consequences of such breach / default.

(d) During the course of the Purchaser/s carrying out the said interior work if there is any damage to the said premises or to the said building or to any of the open areas or if the interior work interferes or damages any of the RCC members of the said building or is not in accordance with law or the permission given by the Promoters or is in contravention of the rules and regulations of the CIDCO Ltd. or other Concerned authorities, then the Promoters shall have full right and absolute authority to remove /demolish such work as may be in contravention as mentioned hereinabove and to restore the said premises / building /open spaces in their original form at the entire cost, risk and expense of the Purchaser/s.

(e) The Purchaser/s is /are aware that the Promoters are required to attend to all complaints regarding leakages and other defects, as per the Act and the Rules. Thus, as a result of any work, addition, alteration, amendment and changes made by the Purchaser/s, if there is any damage to any adjoining premises or any premises above or below the said premises or abutting the said premises or to any portion of the said Building, then the Purchaser/s shall be liable and responsible to carry out the necessary repairs to all such premises or any part of the Building as may be required under the Act and the Rules and the Promoters shall be absolved of the obligation and the responsibility under the Act and Rules.

(f) Similarly, if as a result of any addition, alteration or changes carried out by the Purchasers to his/ her/ premises, if CIDCO Ltd./NMMC or any other Authority adopts any action either against the Promoters or the said Building/ Project, then the Purchaser/s alone shall be liable and responsible for all such actions in law. The Promoters shall have further rights to adopt such action against the Purchaser/s including that of termination of this Agreement and /or recovery of compensation as the Promoters may be entitled under the Act and Rules.

(g) To carry out at their own cost, charges and expenses, all internal repairs to the said premises & maintain the said premises in the same condition, set and order in which it was delivered by the Promoters to the Purchaser/s & shall not do or suffered to be done anything in / to the building or the said premises which may contravene the rules, regulations and bye-laws of the concerned local authority or the said society nor cause any alterations in elevation or outside colour scheme of the said building/s in which the said premises is situated and shall also keep the sewers, drains, pipes of the said premises or appurtenances thereto in good and tenantable conditions so as to support or protect the other parts of the building in which the said premises is situated and shall not chisel or in any manner damage the columns, beams, walls, slabs, RCC, pardis, or other structural changes in the said premises without prior written, permission of the Promoters or the society.

(h) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said plot or building in which the said premises are situated or any part thereof, whereby any increase in premium shall become payable in respect thereof.

(i) Not to throw any dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises into the compound or any part of the said plot and building in which the premises is situated.

(j) The Purchaser/s shall not let, sub-let, transfer, assign or part with possession of the said premises or his/her/their interests or benefits under this Agreement until all dues, payable by him/ her/them to the Promoters under this Agreement are fully paid and only if the Purchaser/s has / have not been guilty of breach for non-observance of any of the terms & conditions of this Agreement or until the Purchaser/s has / have intimated about the same in writing to the Promoters.

(k) That Purchaser/s shall observe and perform all rules and regulations which the society or a limited company may adopt at its inception & the additions, alterations or amendments which may be made therein from time to time for the protection & maintenance of the said building or the said premises therein that may be made from time to time for observance and performance of building rules, regulations & bye-laws for the time being in force, of the concerned local body /authority or Government. The Purchaser/s shall also observe /perform all stipulations / conditions as laid down by the said society regarding the use /occupation of the said premises in the building & shall contribute punctually towards taxes and other dues /outgoings in accordance with the terms of this Agreement.

(l) Till the Lease Deed / Deed of Assignment of the said plot along with the said building is executed in favour of the Society and subsequent thereto till the Promoters have completely utilized the FSI / Development potential of the said Plot, the Purchaser/s shall permit the Promoters, their servants and agents, with or without workmen, at all reasonable times, to enter into and upon the said plot & building or any part thereof to view the state and conditions thereof.

(m) During the course of construction, if the Purchaser/s is/are desirous of visiting the said plot, the Purchaser/s shall obtain a written permission from the Promoters. During such visits to the Site, in case if there is any accident / mishap or casualty, then the Promoters will not be held responsible or liable in any manner whatsoever.

(n) In the event of Purchaser/s committing any breach or act in contravention of the above provision, the Purchaser/s shall be liable or responsible for the consequence in respect thereof to the Promoters or to the concerned local authority or other public authority in that behalf.

14. During the construction work of the said Building(s) / wing(s), the Promoters can commence the work on any floor or Premises or any particular wing(s) / Building(s) as per their convenience, the Purchaser/s will not object to that and pay his /her /their installment as per the stipulated period. The Commencement of work means the commencement of work of the said Building/s and not the commencement of work of particular Premises.

15. RESTRICTIONS ON THE PURCHASER/S:

The Purchaser/s has / have agreed declared & confirmed with the Promoters that the Purchaser/s shall:-

a. Having regard to the elevation of the buildings in the said Project, the Purchaser/s shall fix identical grills/ railings and the Air Conditioner in the places that are predetermined by the Promoters / that shall be approved by the Promoters. The Purchaser/s shall affix the external grill /railings of such common design as shall be finalized by the Promoters in the manner and as per the specifications given by the Promoters. Accordingly, the Promoters have informed the Purchaser/s that with a view to maintain the esthetics and elevation of the said Building, the Purchaser/s shall, prior to extending the glass railings provided to the said premises/ fixing the grills to the windows/ balcony, take written permission from the Promoters inter-alia undertaking to use similar material and similar design to those already provided by the Promoters in the said premises.

b. Similarly the Purchaser/s shall install the Dish Antenna for the Set Top Box on the common Terrace on the Top Floor only in the area specifically earmarked for the said purpose. Similarly, for any other new/ additional facility/ service/s, should the Purchaser/s require to install any Instrument/Receiver/Dish either outside the said premises or on the Top Terrace, then the Purchaser/s shall install such Instrument/Receiver/Dish, only after obtaining the written consent from the Promoters in the manner and at the location identified and approved by the Promoters.

c. Not put or place flower pots, Vases or any plantations outside the Windows.

d. The Purchaser/s shall not store any of their materials, belongings, and stocks in the open passage.

e. The Lift facility in this Project shall be used as per rules of the Management Company/ Co-operative Society / Condominium of Apartments / Private Limited Company which may be formed for the management of said Building/s / Complex. It is to be economically used. The Purchaser/s as well as his/her/their employees or heirs shall not misuse the said lift and will take care and co-operate about it. The quality of lift shall be good. But it is a machine and is not manufactured by the Promoters. Therefore, during the use of the lift and even as a result of any defect or otherwise, if anyone is injured or any damage occurs, then the Management Company/ Co-operative Society / Condominium of Apartments / Private Limited Company which may be formed in future or Promoters shall not become responsible for it and the Purchaser/s or his/her/their employees/ heirs etc. shall not demand/shall not be entitled to demand such damages/ compensation from them and the Purchaser/s hereby give his / her/ their assurance and consent in it.

f. The Purchaser/s is/ are aware that the leakage of water from the toilets, bathrooms and Pantry is also likely to happen in said premises as well as from the neighboring and upper Premises. Leaked water/moisture is likely to appear on the walls of said Premises and that may deteriorate the painting and plaster on the walls. The Purchaser/s is/are aware that water is a substance which is likely to escape, resulting into its leakage. Even if all safety measures are taken to seal the joints of pipes, sometimes it cannot be avoided. Leakage may be due to various reasons not connected with construction. The Purchaser/s herein agree/s that the Promoters shall not be liable for any damage in the said premises due to leakage of water and its various other after effects.

g. The Purchaser/s shall not use lifts for transporting the furniture and other construction material to their respective premises. All such transportation shall be done using the staircase only.

h. The interior work or the transportation of heavy household items shall be permitted only between 9 a.m. to 6 p.m. strictly.

16. The Promoters have provided the necessary parking space on the ground and first floor which has been approved by the CIDCO Ltd. and other authorities. In this regard, the Promoters have categorically informed the Purchaser/s & the Purchaser/s has/ have noted the following:

a. The Purchaser/s shall not enclose or encroach on the parking area that is being provided to the Society. This area being left as parking shall remain as approved by the authorities and as per plan and the Purchaser/s hereby further undertake that parking area shall not be enclosed at any later state, failing which the concerned Authority is liable to take legal action against the Purchaser/s and the Society.

b. The Purchaser/s undertake/s that the abutting Terrace constructed as per approved Building plans shall not be enclosed.

c. The Purchaser/s hereby further undertake/s that at the point of time when there is Lease Deed/Deed of Assignment being prepared, the Promoter shall add the above-mentioned conditions in the Lease Deed/Deed of Assignment.

d. This clause shall be binding on the entire Society and its members.

17. HANDING OVER POSSESSION:

17(a) The possession of the said premises shall be given by the Promoters to the Purchaser/s after the said Building is ready for use and (i) the Lift License from the Lift Inspector, (ii) Fire NOC from CFO, (iii) Drainage Completion Certificate and (iv) Building Completion or Occupation Certificate shall have been obtained from the CIDCO Ltd. or other relevant authority or body or public authority. Since the water supply and other infrastructure such as Roads, Street Lights, etc. are to be provided by CIDCO Ltd. and the Electric connection and meter are to be provided by the MSEDCL, the Promoters shall not be held liable or responsible for any delay caused by CIDCO Ltd. in providing water supply or for providing other infrastructure such as Roads, etc. or by MSEDCL in providing

Electricity. The Promoters shall give possession of the said premises to the Purchaser/s on or before November, 2018, subject to Force Majeure and reasons beyond the Control of the Promoters. The Promoters shall be entitled to reasonable extension of time for completing construction of the said Premises within the aforesaid period if the same is delayed on account of:

i. War, Civil Commotion or act of God.
ii. Any notice, order, notification of the Government and / or other public or competent authority.
iii. Civil commotion, agitation by local persons, strike (full or partial).
iv. Non-availability of any vital building material including cement, steel, sand.
v. Order / judgment / decree of any judicial / quasi-judicial body or authority restraining the development of the said plot.
vi. Any suit, action, litigation, disputes restraining the development of the said plot.
vii. Any change in any law, notification, and regulation relating to the development of the said Project.
viii. Any delay that may be caused by CIDCO Ltd. due to any matter relating to the new Airport or matters relating to Aviation Department and all other related matters.
ix. And also the Promoters shall not be liable for any delay that shall be caused due to any delay on the part of Government, Semi Government, Revenue Authority or any other concerned authority in granting the necessary permissions, sanctions, NOC that shall be required by us from time to time.

17(b) **PROCEDURE FOR TAKING POSSESSION:**

The Promoters, upon obtaining the Part / Full Occupancy Certificate from the competent Authority, shall offer the Purchaser in writing the possession of the said premises .The Purchasers shall be liable and responsible to pay the entire outstanding payable by the Purchasers under this Agreement to the Promoters within the said period of 15 days and take possession of the said premises from the Promoters. Upon receiving the entire balance payments together with interest accrued thereon and upon the Purchasers complying with all the terms and conditions of this Agreement by the Purchasers, the Promoters shall give possession of the said premises to the Purchaser(s) / Allottee(s).

17(c) After obtaining the Occupancy Certificate and handing over physical possession of the said premises to the Purchaser(s) / Allottee(s), it shall be the responsibility of the Promoters to hand over the necessary documents and plans, including common areas, to the Association of the Purchaser(s) / Allottee(s) or the competent Authority, as the case may be, as per the local laws.

17 (d) The Purchaser/s shall be entitled to take possession of the said premises, if the Purchaser/s has/have duly observed and performed all the obligations and stipulations contained in this Agreement and also duly paid to the Promoters all and whatsoever amounts payable by the Purchaser/s under this Agreement. Provided however till such time as the Purchaser/s does /do not pay the entire monetary consideration together with the entire other charges payable hereunder, the Purchaser/s shall not be entitled to obtain the possession of the said premises purchased by him / her / them. Provided however, the

Purchaser/s shall be liable and responsible to pay to the Promoters the maintenance charges and other charges as shall be demanded by the Promoters for the said premises irrespective of the fact whether the Purchaser/s has / have taken physical possession of the said premises or not.

17(e) The Purchaser(s) / Allottee(s) shall be considered under a condition of Default, on the occurrence of the following events:

(i) In case the Purchaser(s) / Allottee(s) fails to make payments for any demands made by the Promoters as per the Payment Schedule annexed hereto, despite having been issued notice in that regard, then the Purchaser(s) / Allottee(s) shall be liable to pay interest to the Promoters on the unpaid amount at the rate specified in the Act and Rules.

(ii) In case the Purchaser(s) / Allottee(s) commits three defaults for payment of any installment / amounts payable under this Agreement, after giving the Purchaser 15 days intimation in this regard, the Promoters shall cancel the allotment/ this Agreement in respect of the said premises in favour of the Purchaser(s) / Allottee(s). Subsequent to such termination, the Promoters shall deduct 20% of the said total consideration of the said Premises, the interest accrued on the defaulted payments and refund the balance amount (if any) to the Purchaser/s. The refund by the Promoter shall be subject to the repayment of the loan amounts and interest and other charges payable under the terms and conditions of mortgage NOC or any other confirmation given to any Bank, NBFC, Financial Institution in case of the mortgage of the said premises.

(iii) In case the Purchaser(s) / Allottee(s) commits any default or do / does not adhere to any terms or conditions or fails to comply with any of his / her / their obligations or terms and conditions of this Agreement strictly within the stipulated time mentioned herein or within the time stipulated in law or granted by the Promoters, then the Promoters shall give the Purchaser/s a written notice calling upon the Purchaser/s to rectify / perform any of such terms / obligations / compliances. If after the receipt of the said Notice, if the Purchaser/s fails to comply with such terms / obligations / compliances within a period of 15 days from the date of such Notice, then the Promoters shall in their sole and absolute discretion be entitled to terminate this Agreement and upon such termination all consequence of such termination as per the terms hereof shall follows.

(iv) Time is of essence for the Promoters as well as the Purchaser(s) / Allottee(s). The Promoters shall abide by the time schedule for completing the Project and handing over the said premises to the Purchaser(s) / Allottee(s) and the common areas to the Association of the Purchaser(s) /Allottee(s), after receiving the Occupancy Certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser(s) / Allottee(s) shall make timely payments of the instalment as provided in the Payment Schedule annexed hereto as **Annexure “G”** and other dues payable by him/her/them and meeting the other obligations under the Agreement, subject to the compliance of the terms and conditions and specific obligation by the Promoters as mentioned herein.

17 (f) Upon the possession of the said premises being delivered to the Purchaser/s, the Purchaser/s shall be entitled to use and occupy the said premises and thereafter the Purchaser/s shall has / have no claim against the Promoters as to any defect in any item or work of construction of the said premises not attributable to the Promoters for any reason whatsoever.

17 (g) On obtaining the Part Occupancy/Occupancy Certificate from the concerned authority, the Promoters shall be entitled to hand over possession of the said premises to the Purchaser/s even though permanent electricity and water connections are not connected by the concerned authorities. The Promoters shall not be liable for any loss, damage, injury or delay due to Maharashtra State Electricity Board causing delay in sanctioning and supplying electricity or due to the CIDCO Ltd. / Local authority concerned, causing delay in giving / supplying permanent water connection or such other service connections necessary for using/ occupying the Premises. On the Promoters offering possession of the said premises to the Purchaser/s, the Purchaser/s shall be liable to bear and pay their proportionate share in the consumption of electricity and water. The Purchaser/s shall pay to the Promoters, within fifteen days of demand by the Promoters, his/ her/ their share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the said Building in which the said premises is situate. The Purchaser/s/ Allottee/s herein further agree/s, declare/s and undertake/s to bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by CIDCO Ltd. or the concerned local authority and/or Government and/or other public authority, on account of change of user of the said premises by the Purchaser(s) / Allottee(s) for any purposes other than for purpose for which it is sold.

17(h) The percentage of undivided interest of the Purchaser/s in the common areas & facilities limited or otherwise pertaining to the said Premises hereby agreed to be sold to the Purchaser/s shall be in proportion to the areas of the said premises hereby agreed to be sold hereunder to the common areas and facilities limited or otherwise as disclosed by the Promoters.

17(i) The Purchaser/s herein and all other Purchaser/s of the premises in the said building shall not have any right, title, claim or interest in respect of the open spaces/areas, hoardings and common area of the building/s including the garden areas and that the rights of the Purchaser/s is / are confined to the said Premises so purchased by this Agreement only & such areas shall belong to Promoters until execution of the said final Lease Deed /Deed of Assignment in respect of the said plot in favour of such Society & thereinafter the same shall belong to the said Society alone.

17(j) The Purchaser/s hereby declare, confirm and undertake that the Purchaser/s shall not be entitled to sell and /or transfer his / her / their right, title, interest and benefits under this Agreement to any person without obtaining prior in writing “No Objection Certificate” from the Promoters. The Promoters will issue such No Objection Certificate to the Purchaser/s for transferring and assigning the benefits and rights of this Agreement for the said premises, only if the Promoters have received the entire consideration that has become due and payable by the Purchaser/s (including accrued interest along all amounts that are payable as the Agreement with the Purchasers, if any) and upon the Purchaser/s complying with such terms and conditions as may be stipulated under law or by the Promoters.

18. PAYMENT OF MAINTENANCE CHARGES AND TAXES:

18(a) Until the Society or Limited Company is not formed and the said Building is not transferred to the said the Society or Limited Company and until the CIDCO Ltd. / Concerned Authority taxes and water charges are not fixed and / or assessed separately, the Purchaser/s agree and bind himself/herself/themselves to pay every month in advance from the date of delivery of possession of the said Premises (the date means the date on which the Promoters shall give notice to the Purchaser/s that the said Premises is ready to be handed over to him/her/them) the proportionate share (i.e. in proportion to the floor area of the said premises) to be determined by the Promoters of outgoings in respect of the said plot and the said Building towards and on account of the CIDCO Ltd. / Central Government /State Government taxes and all outgoings taxes and other taxes levies, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, sewage, sanitation, electric bills repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Plot and the said Building/s and the Purchaser/s shall indemnify and keep indemnified the Promoters against the aforesaid charges in respect of the said Premises. The Purchaser(s) / Allottee(s) further agree/s that till the Purchaser(s) / Allottee(s)'s share is so determined, the Purchaser(s) / Allottee(s) shall pay to the Promoters provisional monthly contribution of **Rs. ____________/- (Rupees ________________________Only)** per month towards the aforesaid outgoings. PROVIDED HOWEVER that the Purchaser/s shall pay such further amounts or amount to the Promoters as required by them from time to time towards the aforesaid deposit or any other deposits in the event of the said deposit/s being insufficient to meet the expenses. The amounts so paid by the Purchaser(s) / Allottee(s) to the Promoters shall not carry any interest and remain with the Promoters until the Lease Deed / Deed of Assignment of the said building is executed in favour of the said Society or Limited Company that shall be formed. On such Lease Deed / Deed of Assignment being executed for the structure of the building, the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters to the said Society or Limited Company. The Purchaser(s) / Allottee(s) undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by Purchaser(s) / Allottee(s) shall be considered as the default on the part of the Purchaser(s) / Allottee(s) and thereby the Promoters shall be entitled to terminate this Agreement in accordance with the terms and conditions contained herein.

18 (b) The Purchaser/s of the said premises shall alone be liable to pay the additional Property Taxes, if any levied by the CIDCO Ltd. / any other Government authority, in respect of the said premises agreed to be purchased by the Purchaser/s. The Purchaser/s shall pay the proportionate amount of the said additional ground rent. The determination

by the Promoters or the Society that shall be formed, as the case may be, of the Property Taxes payable by the Purchaser/s of the premises shall be accepted as final and binding upon the Purchaser/s.

18(c) The Purchaser/s shall be liable to pay to the Promoters their proportionate outgoings, maintenance charges and all other charges / outgoing in respect of the said premises with effect from the date of obtaining the Occupancy Certificate, regardless of the fact that the Purchaser/s is / are not in possession of the said Premises. Under the circumstance, the Purchaser/s hereby agree and undertake to pay to the Promoters in respect of the said premises their proportionate outgoings, maintenance charges as the Promoters may demand from time to time without any delay or objection.

18(d) The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Purchaser(s) / Allottee(s) as advance or deposit, sums received on account of the share capital for the promotion / formation of the Co-operative Society or Association or Company that shall be formed or towards the outgoings, legal charges and shall utilize all such amounts only for the purposes for which they have been received. The Promoters agree to deposit all the aforesaid amounts in separate Bank Account specifically opened to collect the payments towards the advance maintenance and to incur various expenses for all outgoings relating to the said project. The amounts so collected by the Promoters shall be used for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, or other encumbrances and such other liabilities payable to competent authorities, which are related to the Project).

18 (e) The Purchaser(s) / Allottee(s) authorize the Promoters to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoters may in its sole discretion deem fit and the Purchaser(s) / Allottee(s) undertake/s not to object/demand/direct the Promoters to adjust his/her/their payments in any manner.

19. OTHER CHARGES PAYABLE BY THE PURCHASER/S:

19(a) The Purchasers/s shall be liable to bear and pay all taxes and other charges payable in respect of the said building, proportionally, from the date from which the Tripartite Agreement is executed in favour of the Promoters and shall be liable to pay service charges and outgoings from the date, the Promoters obtain Part Occupancy/ Occupation Certificate from the CIDCO Ltd. The Purchaser/s hereby agree/s that in the event of any amount by way of premium or security deposit to the CIDCO Ltd. or the State Government or to any other competent authority or betterment charges or development tax or security deposits for the purpose of giving water connection or any other tax or payment of similar nature becoming payable by the Promoters, the same shall be reimbursed by the Purchaser/s to the Promoters in proportion to the area of the said premises agreed to be purchased by the Purchaser/s and in determining such amount the decision of the Promoters shall be conclusive and binding upon the Purchaser/s.

19(b) In addition to the agreed consideration, the Purchaser/s shall pay and bear all the following Charges, Deposits and Expenses to the Promoters as and when demanded:

a) Legal and document charges at the time of execution of this Agreement.
b) Valuation report.
c) Development Charges / Transfer Charges / Infrastructure Development Charges payable to CIDCO Ltd./NMMC
d) Proportionate Stamp duty and registration charges for Lease Deed / Deed of Assignment.
e) Water and Drainage connection deposit and meter charges or any other charges imposed by the CIDCO Ltd./NMMC or other Government authority.
f) Electricity connection, meter deposit, BSES service charges or any other electricity service provider charges, cable charges and transformer.
g) Non-Refundable Club House Membership Charges
h) Co-operative Society/ Condominium of Apartments /Limited Company formation/ registration charges.
i) Property Tax from the date of Tripartite Agreement in favour of the Promoters.
j) Stamp duty and registration charges on Premises. If any additional stamp duty is payable over and above the stamp duty on Premises, then the Purchaser/s shall be liable to pay the same.
k) Service Tax, VAT, Cess, GST or any other taxes or charges levied by the state or Government authorities.
l) Any other charges, taxes and expenses levied by the Government authorities.

19 (c) The Purchaser/s further agree/s, undertake/s and declare/s to contribute and pay a proportionate share of the cost of transformer / cable laying and all other required costs, if installed by the Promoters through Reliance Energy Ltd. or any other Electricity service provider before taking over the possession of the said Premises. The Purchaser/s hereby further declare/s that he/she/ they will not object to such payment that is the cost incurred or to be incurred for installation of transformer or payable to MSEDCL/ BSES, Reliance Energy or any other electricity service provider. The said deposits referred to hereinabove shall be paid by the Purchaser/s and he/she/they shall not raise any objection whatsoever in calculating the rate of such deposits and such deposits.

19(d) That the Purchaser/s shall also pay his/her/their share of insurance premium to keep the building insured against loss or damage by fire and to get an Insurance Policy in a sum equivalent to the total sale price of all the Premises, in the said building with a company to be approved by the Promoters. All the moneys as and when received by virtue of any such insurance shall be spent in rebuilding or repairing the premises. Whenever the said damage for any reasons whatsoever, the Purchaser/s shall pay his/her/their proportionate share for reinstating or replacing the same and shall nevertheless continue to pay all the payments as no such destruction of damage has happened. The Purchaser/s shall pay his/her/their proportionate share of expenses for keeping the said building in good and substantial repairs and condition to the satisfaction.

19 (e) It is understood by the Purchaser/s that whatever payments are made by the Promoters to be further paid by the Purchaser/s in connection with or incidental to this Agreement or any other documents shall be reimbursed by the Purchaser/s to the Promoters on demand.

20. FORMATION OF CO-OPERATIVE SOCIETY OR COMPANY OR ASSOCIATION:

20(a) The Promoters have informed the Purchaser/s and the Purchaser/s is/are aware that the Promoters shall, as per the provisions under Section 11(4) (e) of Real Estate (Regulation and Development) Act, 2016, form a Co-operative Society or Company or Association (hereinafter referred to as the said Society) for the said Building/s. For the purpose of the formation of the said Society, the Promoters shall submit application to the Registrar for registration of the Co-operative Housing Society under the Maharashtra Co-operative Societies Act, 1960 or a Company or any other Legal Entity, within a stipulated period by law. The Purchaser/s along with such other persons who shall have taken possession or acquired the Premises shall form themselves into a Co-operative Society under and in accordance with the Maharashtra Co-operative Societies Act, 1960 or any other body Corporate or other organization determined by the Promoters. The said Project shall always be known as "**AKSHAR ALVARIO**" and the said Society or any other body corporate or other organization determined by the Promoters on the said plot shall always be known by such name as suggested by the Promoters and approved by the concerned Authorities. The Purchaser/s shall co-operate with the Promoters in forming, registering and incorporating the said Society and shall sign all necessary papers and documents and provide all other necessary papers and documents and do all other acts and things as the Promoters may require the Purchaser/s to do from time to time in that behalf or safe guarding or better protecting the interest of the said Society and of the Purchaser/s of the Premises in the Building. All costs and charges for above shall be borne and paid by the Purchaser/s.

20 (b) The Purchaser/s, along with other Purchasers of Flats in the Building, shall join in forming and registering the Society or a Limited Company to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and the registration of the Society or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoters within 15 days of the same being forwarded by the Promoters to the Purchaser/s, so as to enable the Promoters to register the organization of Purchaser/s. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. The required papers for formation of Co-operative Society shall be kept at suitable place as the Promoters may deem fit, necessary and proper and the Purchaser/s shall attend the said Office and sign the necessary documents and submit the required proofs and other details as required by the CIDCO Ltd./ concerned authorities within the stipulated period.

20 (c) The Promoters have further informed the Purchaser/s and the Purchaser/s is/are aware that after the formation of the Co-operative Society or Company or Association (the said Society). The Promoters shall enroll the Purchaser/s as the members of the said Society and issue Share Certificate to the said Purchaser/s in the name of the Purchaser/s. Upon the receipt of the name approval and NOC for the registration of the Society together with the list of the Purchasers certified by CIDCO Ltd., the Promoters shall apply to CIDCO Ltd. for the grant of NOC / permission for enrolling the Purchaser/s in the records of CIDCO Ltd./ other revenue authorities as the Purchaser/s of the said premises. The necessary transfer charges payable to CIDCO Ltd./ concerned authorities shall be borne and paid by the Purchaser/s alone.

20 (d) The Purchaser/s, at the time of taking possession, agree and bind himself / herself /themselves to pay to the Promoters such amount in advance as the Promoters may demand being the lump sum amount towards the General maintenance charges for the said Premises pending the formation of Co-operative Society in addition to the proportionate Property tax which shall be payable additionally upon receipt of the Assessment Bills from CIDCO Ltd. / concerned authorities. The Service Tax, VAT, GST and other taxes applicable shall be paid additionally on the said advance maintenance charges payable to the Promoters. The Promoters have exclusive right to determine the said Maintenance charges payable by the Residential premises user in accordance with the utility used by them. On the receipt of the bill for property tax from the CIDCO Ltd., the Purchaser/s shall pay his/her/their proportionate share of property tax for the said Premises immediately on demand either by the Promoters or by the Society as the case may be. Thereafter, the Purchaser/s shall pay to the Promoters / Society regularly by the fifth day of each and every month such amount in advance as the Promoters may demand being maintenance charges until the Deed of Assignment/ Lease Deed of the said plot with Building or Buildings is executed in favour of the Co-operative Housing Society and/or other body corporate and/or other Organization (hereinafter referred to as "the said Society"). After the formation of the Society and after the Promoters have handed over the charge of the said building to the society, the Purchaser/s shall pay to the said Society his /her /their proportionate share that may be decided by the said Society as the case may be, all rates taxes ground rent (including additional ground rent levied by the CIDCO Ltd. in respect of the premises) dues, duties, impositions, outgoings and burdens now or at any time levied, assessed or imposed upon or in respect of the said plot or the said new building or occupiers thereof by the CIDCO Ltd. or the Government or Revenue authority in respect of the said Building or the use thereof and payable either by the Purchaser/s or occupiers and shall also pay his /her/their proportionate share of all outgoings in respect of the said premises viz. taxes, ground rent, additional ground rent, insurance, sanitation charges, water charges, charges in respect of common electricity consumed, Watchman, sweepers and all other expenses necessary and incidental to the management and maintenance of the said premises and the Purchasers shall indemnify and keep indemnified the Promoters in that behalf.

20 (e) The Purchaser/s has/have perused and is/are aware of all the terms and conditions contained in the said documents recited above. The Purchaser/s hereby agree/s and undertake/s that he/she/they shall be bound and liable to pay to the Promoters his/her/their

proportionate shares in all respects taxes, outgoings and other charges in respect of the said premises from the period referred herein and in accordance with the provisions of this Agreement.

20 (f) The Promoters have also informed the Purchaser/s and the Purchaser/s is/ are aware that till such time as the Co-operative Society /Condominium of Apartments /Private Limited Company in respect of the said project is not formed, the maintenance, upkeep and all affairs relating to the day to day management of the said premises shall be looked after by the Promoters and/or any other specialized agency appointed by the Promoters and the Purchaser/s shall not object it in any manner. The Purchaser/s hereby agree/s, declare/s and confirm/s with the Promoters that all open spaces, Common Terrace, Common spaces of the said plot, Basement / Podium, Security Cabin & equipment shall be in the exclusive and an interrupted management and authority of the Promoters alone and save and except the exclusive right to the said Premises, the Purchaser/s shall not claim any right, title, interest in the said spaces in any manner whatsoever. The Purchaser/s is / are also aware that upon the formation of Co-operative Society /Condominium of Apartments / Private Limited Company in respect of the said project and upon the execution of Lease Deed/ Deed of Assignment in favour of such Co-operative Society /Condominium of Apartment /Private Limited Company all the above areas shall be handed over to the Managing Committee of the Co-operative Society that shall be formed or the same shall be managed and administered by such specialized Agency as may be mutually decided between the Promoters and such Managing Committee.

20 (g) The Purchaser/s is / are further aware that ultimately the Promoters herein, in their sole and absolute discretion, shall, as per the provisions of Real Estate (Regulation and Development) Act, 2016, form a Co-operative Society or Company or Association (hereinafter referred to as the said Society) for the said project and execute Lease Deed / Deed of Assignment in favour of such Co-operative Society or Company or Association that shall be formed for the said Building(s) / Wing(s), within a stipulated period by Law. The Advocate for the Promoters shall prepare and engross and approve the Lease Deed/Deed of Assignment and all other documents, which are to be or may be executed in pursuance of this Agreement. The Purchaser/s shall bear all costs professional charges and expenses for the same and also all expenses of the stamp duty, registration charges for Lease Deed/Deed of Assignment or any other Deed consent writing and other documents, the costs in connection with the formation of the said Society and /or body corporate or other organization, the costs of the stamping and registering all the agreements, deeds, transfer deeds or any other documents required to be executed including the entire professional costs of the Advocates of the Promoters shall be borne and paid by the said Society or proportionately by all the Purchasers of the Premises in the said building alone.

20 (h) The Promoters hereby agree that they shall, before handing over possession of the said premises to the Purchaser/s and in any event before execution of Lease Deed /Deed of Assignment of the said plot in favour of a Co-operative Housing Society and / or other body corporate and / or other organization to be formed by the Purchaser/s of Flats in the Building to be constructed on the said plot (hereinafter referred to as "the Society")

make full and true disclosure of the nature of their title to the said plot as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said plot and shall, as far as practicable, ensure that the said plot is free from all encumbrances and that the Promoters have absolute, clear and marketable title to the said plot so as to enable them to assign to the said Society/Limited Company such absolute, clear and marketable title on the execution of a Lease Deed /Deed of Assignment of the said plot by the Promoters in favour of the said Society/Limited Company.

21. GENERAL COMPLIANCE WITH RESPECT TO THE SAID PREMISES:

21 (a) The Purchaser(s) / Allottee(s) shall, after taking possession, be solely responsible to maintain the said premises at his/her/their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the said premises, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or General Development Control Rules for the time being of the CIDCO Ltd. or any other Government Authority and /or public body or any other local authority. or change or alter or make additions to the said premises and keep the said premises, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Purchaser(s) / Allottee(s) further undertakes, assures and guarantees that he/she/they would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings or Common Areas. The Purchaser(s) / Allottee(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser(s) / Allottee(s) shall not store any hazardous or combustible goods in the said premises or place any heavy material in the common passages or staircase of the Building. The Purchaser(s) / Allottee(s) shall also not remove any wall, including the outer and load bearing wall of the said premises. The Purchaser(s) / Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoters and thereafter the Association of Purchaser(s) / Allottee(s) and/or maintenance agency appointed by Association of Purchaser(s) / Allottee(s) shall manage and upkeep the same. The Purchaser(s) / Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions. The Purchaser/s further covenants with the Promoters and through them with the Purchaser/s of the other premises in the said building that he/she/they at any time shall not demolish or caused to be demolished any structure in the said building or any part or portions of the same nor will he/she/they at any time make or caused to be made any new construction of whatsoever nature on or in the said building or any part thereof nor will make any additions or alterations in or to the said premises or said building and balcony or gallery in the front without previous consent of the CIDCO Ltd. / Concerned Authority or the Promoters or the said Society, as the case may be. The Purchaser/s from the date of possession will maintain the lift, water pump, firefighting equipment and other assets provided by the Promoters on their own cost. The Promoters will not be held responsible and liable for the same in any manner whatsoever.

21 (b) It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoters as per the agreement for sale relating to such development is brought to the notice of the Promoters within a period stipulated by Law by the Purchaser(s) / Allottee(s) from the date of issuing intimation to take possession of the flat/ or from the date of handing over possession or from the date of receipt of Occupancy Certificate from CIDCO Ltd, whichever is earlier, it shall be the duty of the Promoters to rectify such defects without further charge, within 30 (thirty) days. The Promoters have further agreed to obtain suitable warranty from the Water proofing Agency and at the time of handing over the charge of the Project to the Co-operative Society, the Promoters shall assign the benefits of the said warranty in favour of the Co-operative Society to enable the Co-operative Society to get the necessary repairs carried out directly from the concerned Agency/s.

21 (c) The Promoters / maintenance Agency /Association of Purchaser(s) / Allottee(s) shall have rights of unrestricted access of all Common Areas, garages/closed parking/s and parking spaces for providing necessary maintenance services and the Purchaser(s) / Allottee(s) agree/s to permit the Promoters / Association of Purchaser(s) / Allottee(s) and/or maintenance agency to enter into the said premises or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

21 (d) The Purchaser(s) / Allottee(s) hereby agree/s to purchase the said premises on the specific understanding that his/her/their right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the Association of Purchaser(s) / Allottee(s) (or the maintenance agency appointed by it) and performance by the Purchaser(s) / Allottee(s) of all his/her/their obligations in respect of the terms and conditions specified by the maintenance agency or the Association of Purchaser(s) / Allottee(s) from time to time.

21 (e) The Basement(s), Podium(s) and service areas, if any, as located within the said Project **“AKSHAR ALVARIO”**, shall be earmarked for purposes including but not limited to refuse areas, electric sub-station, transformer, DG set rooms, underground water tanks, Overhead Tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment’s etc. and other permitted uses as per sanctioned plans. The Purchaser(s) / Allottee(s) shall not be permitted to use such services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of Purchaser(s)/ Allottee(s) formed by the Purchaser(s)/ Allottee(s) for rendering maintenance services.

21 (f) The Purchaser/s and the person to whom the said premises shall have been let, sublet, transferred, assign or given possession of and in accordance with the provisions hereof shall duly observe and perform all the rules and regulations of the said Society that may be in force from time to time relating to the protection and maintenance of the said building with Premises thereof and for the observance and carrying out of the building rules and regulations and Development Control Rules for the time being of the Concerned Authority, the Government and or public body or any other local authority.

21 (g) It is expressly agreed and confirmed by and between the parties hereto that the Terrace which is attached to the said premises will be in the exclusive possession of the Purchaser/s herein and other Purchaser/s of the premises in the said Building/s will not, in any manner object thereto. The other Purchaser/s shall not, in any manner object to the Promoters selling to the Purchaser/s of the said premises with an attached terrace with exclusive rights of the Purchaser/s herein to use the said Terrace.

20 (h) It is also agreed and understood that the Promoters shall only pay proportionate charges towards Property Tax, Service Charges, Sinking Fund, Insurance charges, NA Tax, Lease Rent as per actual for premises lying vacant & unsold premises in the said Building. However, the Promoters shall not pay the proportionate charges for water, common electricity, contribution towards repair and maintenance funds, expenses on repair and maintenance of the lifts including charges for running the lifts, car parking, non-occupancy charges or any other charges

20 (i) The Promoters shall not be liable to pay any maintenance or common expenses in respect of the unsold Premises in the said Building. The Promoters shall however, bear and pay the Municipal taxes and dues of the Corporation for the same.

20 (j) The Promoters shall not be bound to carry out any extra work in the said premises agreed to be sold by the Promoters to the Purchaser/s under this Agreement.

22. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or of the said Plot and Building or any part thereof. The Purchaser/s shall has / have no claims save and except in respect of the said premises hereby agreed to be acquired by the Purchaser/s. All open spaces, floor spaces index, parking spaces, lobbies, staircases, terraces, recreation spaces, etc. will remain to be the Property of the Promoters until the whole plot together with the structures standing thereon is/are transferred to the said Society, but subject to the rights of the Promoters contained herein.

23. RESTRICTIONS ON TRANSFER:

23 (a) The Purchaser/s of the said premises will not transfer or assign interest or benefit of this Agreement, until all the dues payable by the Purchaser/s to the Promoters under this Agreement are fully paid up and even after such payment, only if the Purchaser/s has/ have not been guilty of breach or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has/ have obtained the Promoter’s consent in writing to the same.

23 (b) So long as all or any of his /her /their dues herein stated remains unpaid and so long as the said Society shall not be registered, the Purchaser/s shall not, without the prior consent in writing of the Promoters, let, sublet, transfer, assign any rights created under this Agreement or part with the possession of the said premises or any part thereof.

24. FOREIGN PURCHASER/S:

24 (a) The Purchaser(s) / Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoters with such permission, approvals which would enable the Promoters to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser(s) / Allottee(s) understands and agrees that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

24 (b) The Promoters accept no responsibility in this regard. The Purchaser(s) / Allottee(s) shall keep the Promoters fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser(s) / Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser(s) / Allottee(s) to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any under the applicable laws. The Promoters shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser(s) / Allottee(s) and such third party shall not have any right in the application/allotment of the said premises applied for herein in any way and the Promoters shall be issuing the payment receipts in favour of the Purchaser(s) / Allottee(s) only.

25. REPRESENTATIONS OF THE PROMOTERS:

The Promoters hereby represent and warrant to the Purchaser(s) / Allottee(s) that save as specifically mentioned herein:

(i) The Promoters have absolute, clear and marketable title in respect of the said plot and have the requisite rights to carry out development upon the said plot and the Promoters have the absolute, actual, physical and legal possession of the said plot for the Project.

(ii) The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project.

(iii) Save and except the rights of the said India Bulls Housing Finance Limited under the sad Mortgage Deed dated 29-09-2015, there are no encumbrances upon the said plot or the Project;

(iv) There are no litigations pending before any Court of law with respect to the said plot, Project or the said premises.

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said plot and said premises are valid and subsisting and have been obtained by following due process of law. Further, the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said plot, Building and said premises and common areas.

(vi) The Promoters have 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 Purchaser(s) / Allottee(s) created herein, may prejudicially be affected.

(vii) Save and except as aforesaid, the Promoters have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said plot, including the Project and the said premises which will, in any manner, affect the rights of Purchaser(s) / Allottee(s) under this Agreement.

(viii) The Promoters confirms that the Promoters are not restricted in any manner whatsoever from selling the said premises to the Purchaser(s) / Allottee(s) in the manner contemplated in this Agreement.

(ix) The said plot is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said plot.

(x) The Promoters have duly paid and shall continue to pay and discharge all 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.

(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 plot) has been received by or served upon the Promoters in respect of the said plot and/or the Project.

26. The Promoters have informed the Purchaser/s about its intention to sell the parapet walls of terrace, boundary walls on the external periphery of the said Building (hereinafter called "the said Display space") and the same shall be utilized only for the purpose of the advertisement which includes hoarding any display of such sign-boards as well as neon light and the Purchaser/s of such Display space shall install separate electric meter for neon-light and shall also bear and pay the Government taxes directly or through the society. The Purchaser/s of the said Display space shall not contribute any other outgoings to the said Society. The Purchaser(s) / Allottee(s) herein shall not object in any manner and shall co-operate with the Purchaser/s of such Display space as admitting him as nominal member of the said Society etc. The Purchaser/Society will honor the agreement/understanding between the Promoters and holder of Display space. The Promoters can display their Company name/Logo and put neon sign/ Display at the suitable place of the said Building and the Purchaser/s/Society will not object it, without being liable to pay any compensation, consideration to the Society or its members. The Promoters shall install separate Electric Meter for neon-light and shall bear and pay the charges as per the Bills for the electricity consumed thereof directly to MSEB. The Promoters / their sister concern will not contribute any other outgoings to the Society.

27. This Agreement shall always be subject to the provisions contained in Real Estate (Regulation and Development) Act, 2016 or any amendment or re-enactment thereof for the time being in force or any other provisions of law applicable thereto.

28. NOTICES AND CORRESPONDANCE:

28 (a) All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by prepaid post under Certificate of Posting at his/her/their address specified below:-

Address: ________________________

Email id : ________________________

28 (b) In case if the Purchaser/s changes his/ her/ their address or Email id specified herein then and in that event, the Purchaser/s shall intimate by Registered AD Letter, the new address and shall cause the Promoters to rectify their records by recording the new addresses or Email id. In case, if the Purchaser/s fail/s to provide the Promoters his/ her/ their new address or Email id, then the Promoters shall not be liable or responsible for the non-receipt of any letter or communication from the Government authorities and the Purchaser/s alone shall be responsible for all legal consequences arising there from.

29. The Purchaser/s and the Promoters shall, immediately after the execution of this Agreement as well as Lease Deed / Deed of Assignment / vesting documents in favour of said Society lodge the same for registration with the concerned Sub-Registrar of Assurances within the time limit prescribed by the Registration Act and the Purchaser/s shall within two days after lodging the same intimate the Promoters of having done so with the date and serial number which the same has been so lodged for registration of the Agreement. All out of pocket costs, charges and expenses including the Stamp duty and registration charges of and incidental to this Agreement as well as Lease Deed / Deed of Assignment/ vesting documents in favour of said Society shall be borne and paid by the Purchaser/s alone and the Promoters will attend such office and admit execution thereof.

30. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PURCHASER(S) / ALLOTTEE(S):

The Purchaser(s) / Allottee(s) is / are entering into this Agreement for the allotment of a said premises with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Purchaser(s) / Allottee(s) hereby undertakes that he/she/they shall comply with and carry out, from time to time after he/she/they has/have taken over for occupation and use the said premises, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the said premises/ at his/ her / their own cost.

31. ENTIRE AGREEMENT:

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

32. RIGHT TO AMEND:

This Agreement may only be amended through written consent of the parties by executing such further Supplementary Agreement / deeds / documents / writings mutually decided by the parties hereto.

33. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER(S) / ALLOTTEE(S) / SUBSEQUENT ALLOTTEE(S):

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 Purchaser(s) / Allottee(s) of the said premises, in case of a transfer, as the said obligations go along with the said premises for all intents and purposes.

34. WAIVER NOT A LIMITATION TO ENFORCE:

(a) The Promoters may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchaser(s) / Allottee(s) in not making payments as per the Payment Schedule including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Purchaser(s) / Allottee(s) that exercise of discretion by the Promoters in the case of one Purchaser(s) / Allottee(s) shall not be construed to be a precedent and /or binding on the Promoters to exercise such discretion in the case of other Purchaser(s) / Allottee(s).

(b) Any delay, indulgence and negligence on the part of the Promoters in enforcing the terms and conditions of these presents or any forbearance or the grant of time to the Purchasers shall not be construed as a waiver on the part of the Promoters of the breach of any of the terms and conditions of these presents nor shall waiver in any way of prejudice the rights of the Promoters.

35. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Real Estate (Regulation And Development) Act, 2016 or the Rules and Regulations made there under 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 Real Estate (Regulation And Development) Act, 2016 or the Rules and Regulations made there under 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.

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

Wherever in this Agreement it is stipulated that the Purchaser(s) / Allottee(s) has to make any payment, in common with other Purchaser(s) / Allottee (s) in Project, the same shall be the proportion which the carpet area of the said premises bears to the total carpet area of all the Premises/ plots in the Project.

37. BINDING EFFECT:

Forwarding this Agreement to the Purchaser(s) / Allottee(s) by the Promoters does not create a binding obligation on the part of the Promoters or the Purchaser(s) / Allottee(s) until, firstly, the Purchaser(s) / Allottee(s) signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Schedule within 15

(Fifteen) days from the date of receipt by the Purchaser(s) / Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoters. If the Purchaser(s) / Allottee(s) fails to execute and deliver to the Promoters this Agreement within 15 (Fifteen) days from the date of its receipt by the Purchaser(s) / Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Purchaser(s) / Allottee(s) for rectifying the default, which if not rectified within 15 (Fifteen) days from the date of its receipt by the Purchaser(s) / Allottee(s), application of the Purchaser(s) / Allottee(s) shall be treated as cancelled.

38. 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.

39. JOINT ALLOTTEES:

That in case there are Joint Purchaser(s) / Allottee(s) all communications shall be sent by the Promoters to the Purchaser(s) / Allottee(s) whose name appears first and at the address given by him/her/them which shall for all intents and purposes to consider as properly served on all the Purchaser(s) / Allottee(s).

40. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoters himself / themselves or through his/ their/its authorized signatory at the Promoter’s Office or at some other place, which may be mutually agreed between the Promoters and the Purchaser(s) / Allottee(s). After the Agreement is duly executed by the Purchaser(s) / Allottee(s) and the Promoters the said Agreement shall be registered at the office of the appropriate Sub-Registrar of Assurances. Hence this Agreement shall be deemed to have been executed at Navi Mumbai.

41. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Real Estate (Regulation and Development) Act, 2016.

IN WITNESS WHEREOF, THE PARTIES HERETO HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS THE DAY AND THE YEAR FIRST HEREINABOVE WRITTEN.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Description of the said Plot)

ALL THAT pieces and parcel of land known as Plot No. 76, Sector- 27 in Village/ Site Darawe / Nerul of 12.5% (Erstwhile Gaothan Expansion Scheme) scheme, containing by measurement 3849.21 square meters or thereabouts and bounded as follows that is to say:

On or toward the North by	–	Plot No. 68
On or toward the South by	–	15.0 Meter Wide Road
On or toward the East by	–	Plot No. 72
On or toward the West by	–	15.0 Meter Wide Road

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Description of the said premises)

Flat No. _____ on the ____ **Floor**, admeasuring _______ **Square feet (carpet area)** equivalent to ____**Square meters (Carpet area)** in the Building/ Project Known as **“AKSHAR ALVARIO”** to be constructed on Plot No. 76, Sector- 27 in Village/ Site Darawe / Nerul, Navi Mumbai of 12.5% (Erstwhile Gaothan Expansion Scheme), Scheme, containing by measurement 3849.21 Square Meters or thereabouts and which is more particularly described in the First Schedule mentioned hereinabove.

IN WITNESS WHEREOF THE PARTIES HAVE HERETO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS THE DAY & THE YEAR FIRST HEREINABOVE WRITTEN.

SIGNED SEALED AND DELIVERED)
BY THE WITHIN NAMED PROMOTERS)
M/S THALIA AKSHAR DEVELOPERS)
Through its Partner/s)
MR. PRATIK BACHUBHAI MUJAT)
IN THE PRESENCE OF)
1.

2.

SIGNED SEALED AND DELIVERED)
BY THE WITHIN NAMED PURCHASER/S)

__________________________)

__________________________)

IN THE PRESENCE OF
1.

2.

R E C E I P T

RECEIVED OF AND FROM THE WITHINNAMED PURCHASER/S ________________________ **&** ________________________, A SUM OF RS. ________________________/- (RUPEES ________________________ONLY) BEING THE EARNEST MONEY DEPOSIT TOWARDS THE WITHIN MENTIONED TOTAL CONSIDERATION TO HAVE BEEN PAID BY THEM TO US AS PER THE DETAILS GIVEN BELOW,

Chq. Date	**Chq. No.**	**Amount**	**Bank**	**Branch**

(*CHEQUES SUBJECT TO REALISATION)*

WE SAY RECEIVED

Rs. ________________________/- (RUPEES ________________________ONLY)

FOR M/S THALIA AKSHAR DEVELOPERS

Partner/s