

ALLOTMENT LETTER

Date: _____

To,

_____ (Allottee Name)

_____ (Address of Allottee)

Dear Sir/Madam,

1. We are pleased to allot you **Apartment/Shop/Commercial Premises** No. _____ on the _____ floor of the said Building, admeasuring _____ sq. mtrs. which is equivalent to _____ sq. feet (carpet area), as per the definition under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the "said Act") along with enclosed balcony (if any) admeasuring _____ sq. mtrs. which is equivalent to _____ sq. feet carpet area totaling to _____ sq. mtrs. which is equivalent to _____ sq. feet carpet area {and _____ sq. mtrs. equivalent to _____ sq. feet (carpet area) as per the definition under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, sale, management and transfer) Act, 1963} (hereinafter referred to as "MOFA") hereinafter collectively referred to as ("the said Premises") for total consideration of Rs. _____/- (Rupees _____ Only) including proportionate common areas and facilities appurtenant to the Apartment, (hereinafter referred to as the "**said Premises**"), along with/without the benefit to use _____ **Covered/Mechanized car parking/s** for the consideration of Rs. _____/- (Rupees _____ only). The total aggregate consideration amount for the said Premises with/without Car parking space is thus Rs. _____/- (Rupees _____ only). which shall be paid

by you to us as follows:-

SR.	Work Progress	%	Amount
1	On Booking	10	
2	Completion Of Plinth Work	20	
3	Completion of 1st & 2nd Slab	5	
4	Completion of 3th & 4th Slab	5	
5	Completion of 5th & 6th Slab	5	
6	Completion of 7th & 8th Slab	5	
7	Completion of 9th to 10th Slab	5	
8	Completion of 11th to 12th Slab	3	
9	Completion of 13th & 14th Slab	2	
10	Completion of 15th & 16th Slab	2	
11	Completion of 17th & 18th Slab	2	
12	Completion of 19th & 20th Slab	2	
13	Completion of 21th & 22th Slab	2	
14	Completion of 23rd to 25th Slab	2	
15	Completion of Internal Plaster of the said	3	
16	Completion of Windows of the said Premises	1	
17	Completion of Doors of the said Premises	1	
18	Completion of Staircase and Lift-Wells of the	2	
19	Completion of Lobbies of the said Premises	2	
20	Completion of External Plaster of the said	2	
21	Completion of External Plumbing	1	
22	Completion of Elevation	1	
23	Completion of Terrace Waterproofing	1	
24	Completion of Plinth Protection/Paving Area	2	
25	Completion of Entrance Lobby	3	
26	Completion of Lifts and Water Pumps	5	
27	Completion of Electric Fittings, Electro	1	
20	On Possession after receiving Occupancy	5	
		100	

You shall on or before delivery of possession of the said Apartment pay to us/Promoters, the following amounts:-

- (i) Rs. 500/- (for Individual), Rs. 1000/- (for Non-Individual) towards share money, Rs. 100/- application entrance fee of the Society.
- (ii) Estimate amount of Rs. _____ towards advance Ad hoc maintenance charges of the Common Areas, Municipal Taxes, & Facilities.
- (iii) Estimate amount of Rs. _____ towards Club House Membership, Water Connection, Gas Connection and Electric Connection.
- (iv) Estimate amount of Rs. _____ towards Formation and Registration of the said Society/Societies & Legal charges & Miscellaneous expenses in connection therewith.
- (v) Rs. As actual /- towards Service Tax, as per Finance Act. Present Service Tax.
- (vi) Rs. As actual /- towards value added tax payable in respect of these presents.
- (vii) Rs. As actual /- towards, GST payable in respect of these presents.
- (viii) Rs. As actual /- for the Legal expenses for Conveyance to be granted to said Society/Societies as specified under these presents. It is made clear that the stamp duty and registration fee of the proposed Conveyance/Lease Deed is not being collected under these presents and the same shall payable at actuals at the relevant time by the Allottee/s.

2. We have informed you and you are aware that –

- (i) We are constructing / have constructed the Said Building “**FLORENCE**”, with Stilt + 24 floors, (**hereinafter referred to as the “said Building”**), situated at Kasarvadavli, Next to Vijay Park,

Off. Ghodbunder Road, Thane (West)-400615.

3. The Agreement for Sale of the said Premises, containing the detailed terms and conditions for the sale of the said Premises has shown to you and has been approved by you and agreed upon between us, which will be executed immediately by you on payment of ten per cent of the total consideration of the said Apartment. In the event of your not coming forward to execute and register Agreement within a stipulated period of 30 days, then we are entitled to sell / allot the said Apartment to any third person without taking any prior consent from you. In such event, we will be entitled to deduct there from 10% of the total Consideration. In such event, you will not be entitled to make any claim of whatsoever nature to the said Premises.
4. Stamp duty & registration charges on Agreement for Sale of the said Premises shall be borne by you alone.
5. You have confirmed that this Letter of Allotment supersedes previous writing/s and document/s, if any, exchanged / executed between us in respect of this Transaction and that only this Letter of Allotment constitutes the entire understanding / agreement arrived at between the parties hereto for sale of the said Premises.
6. Any communication, including notices for intimation for completion of work, demand notices and any other communication pertaining to the said Premises, will be forwarded to your E-mail ID as given by you **.i.e.** _____ and your above mentioned address. You undertake to intimate us immediately in the event of any change in your E-mail ID and/or address.

7. Without prejudice to our right of termination as aforesaid, you shall be liable to pay interest on amount due which shall be State Bank of India's highest Marginal Cost of Lending Rate plus 2% p.a. till the amount is paid to the Promoter.
8. The amount/s paid by you to us shall be appropriated firstly towards taxes payable by you, then towards interest payable for all outstanding installments towards consideration in respect of the said Premises, cheque bounce charges, if any, then any administrative expenses and lastly towards consideration/outstanding dues in respect of the said Premises.
9. The Allottee agrees not to sell, transfer, let, sub-let, assign or part with the Allottee's benefit under the Allotment Letter/Agreement or part with the possession of or interest in the said Premises to any third party until the Allottee takes prior written consent from the Promoter.
10. Please note that any liability arising out of Service Tax provision and/or VAT and/or GST, including all increase and/or addition/s thereon or any other taxes as may be applicable from time to time in respect of this Allotment / transaction mentioned herein, shall be borne and paid by you alone. Incase the Allottee/s have defaulted to make the aforesaid payment towards taxes to the concerned authorities and the Promoters have paid on behalf of the Allottee/s, then the Promoter is entitled to recover the same with interest and have the right to debit towards the said Premises consideration received / receivable.

We have informed you and you are aware that as per Finance Act of 2013, TDS is applicable on transfer of immovable property,

wherein the consideration of the property exceeds or is equal to Rs. 50 Lakhs. Section 194 IA of the Income Tax Act, 1961 for all such transactions with effect from June 1, 2013, Tax @ 1% should be deducted by the purchaser of the property at the time of making payment of sale consideration and submit copy of challans to us.

11. TDS certificate in Form 16B is required to be issued by you as a final confirmation of credit to Satguru Lifespaces, in respect of the taxes deducted and deposited into the Government Account.

Satguru Lifespaces- PAN No.:

12. This Project has been registered under the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Rules framed thereunder with the Real Estate Regulatory Authority at Mumbai no-P51700003627.

Yours faithfully,

For SATGURU LIFESPACES.

I/WeConfirm

AUTHORISED SIGNATORY

AGREEMENT FOR SALE

THIS AGREEMENT is made and entered into at Thane on this ____ day of _____ in the Christian Year Two Thousand _____.

BY AND BETWEEN (i) Shri. Ramesh Gordhandas Ganatra, (ii) Smt. Ranjan Ramesh Ganatra, (iii) Smt. Shilpa Minesh Ganatra, (iv) Smt. Meena Mayur Ganatra, (v) Shri. Minesh Ramesh Ganatra, and (vi) Shri. Mayur Ramesh Ganatra, No.(v) and (vi) for self and as POA holder for No.(i) to (iv) all the members of **MESSRS SATGURU LIFESPACES**, an Association of Persons having its office at Kasarvadavli, Next to Vijay Park, Off. Ghodbunder Road, Thane (West)-400615, hereinafter referred to as the **“PROMOTER”** (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successor/s and permitted assigns) of the **ONEPART**;

AND

(1) **Shri.** _____ **and** (2) **Smt.** _____, hereinafter referred to as the **"ALLOTTEE/S"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors and administrators and permitted assigns, in case of firm, its partners from time to time and his/her/their respective heirs executors and administrators of such survivor and in case of Company/LLP, its successors in interest and permitted assigns) of the **OTHER PART**;

WHEREAS by and under a Deed of Conveyance dated 8th March, 1976 made between one Shri. Chimanlal C. Khanna and Others, as the Vendors of the One Part and Shri. Haresh Jagmohandas Mehta, as the Purchaser of the Other Part and registered with the office of Sub-Registrar of Assurances at Mumbai under Serial Number R-418 on 8th March, 1976, the Vendors therein sold, transferred and conveyed unto the Purchaser therein, all that piece and parcel of the land and ground admeasuring in aggregate 4124.23 sq. mtrs. or thereabouts bearing Survey Number 122 Hissa No. 2 and Survey

Number 45 Hissa No. 3 of Village Kasarvadvali, Taluka Thane, situate within the registration district and sub-district of Thane City, together with the structure then standing thereon (**“said Larger Property”**), at or for the consideration and in the manner therein mentioned;

AND WHEREAS by and under a Deed of Conveyance dated 15th October, 1999 made between the aforesaid Shri. Haresh Jagmohandas Mehta, therein referred to as the Vendor of the One Part and the Promoters herein, therein collectively referred to as the Purchasers of the Other Part and registered with the office of Sub-Registrar of Assurances at Thane-1 under Serial Number TNN-1/6374 of 1999, the Vendor therein sold, transferred and conveyed unto the Promoters hereto the said Larger Property then admeasuring 4124.23 sq. mtrs., at or for the consideration and in the manner therein contained;

AND WHEREAS under the order bearing Number ULC/H-6/MC/IC/GAD/2/28 dated 12/09/1980 passed by the then Competent authority, under the provisions of Urban Land (Ceiling and Regulation) Act 1976, (**“ULC&R Act”**) whereby the learned additional Collector and competent authority, has exempted all that piece and parcel of lands, then bearing portion of survey numbers 122/2 and 45/3 under section 20(1) of the ULC&R Act in the manner and on the terms and conditions therein mentioned. Thereafter, under order bearing Number ULC/TA/T-5/Kasarvadavli/SR-88 dated 17th November 1998 *inter alia* the procedure under section 6 (1) of ULC&R Act was ended in the manner therein mentioned;

AND WHEREAS the Promoters have transferred and handed over a strip of land admeasuring 920.00 sq. mtrs. or thereabouts out of the said Larger Property to Thane Municipal Corporation (**“TMC”**) vide registered Declaration Cum-Indemnity Bond dated 11th April, 2014 bearing registration No. TNN-5/3752 of 2014 and registered Supplementary Declaration Cum-Indemnity Bond dated 14th March, 2016 bearing registration no. TNN-5/3447 of 2016 in the manner therein mentioned;

AND WHEREAS in view of the above surrender to TMC a portion of the said Larger Property, the Owners are now holding the balance portion of the said Larger Property admeasuring 3200 Sq. Mtrs. or thereabouts (**“the said Property”**) as more particularly described in the **First Schedule** hereunder written and attached herewith 7/12 Extracts marked as **Annexure - "A"**;

AND WHEREAS the Thane Municipal Corporation vide V.P.No.S06/0153/12/TMC/ TDD/ 1123/14 dated 2nd April, 2014 and V.P.No.S06/0153/12/TMC/TDD/1920/16 dated 16th September, 2016 granted sanction of Development Permission / Commencement Certificate to the Promoters for the construction of residential / commercial building on the land more particularly described in the **First Schedule**, a copy of which is hereto marked as **Annexure - “B”**;

AND WHEREAS the Promoters are seized and possessed of or otherwise well and sufficiently entitled to the said Property and as such Promoters are inter alia entitled to develop the said Property, by constructing building(s)/structures thereon comprising of various units which would be capable of being used inter alia as apartments / shops / commercial premises in accordance with the Building approvals and allotting/selling apartments / shops / commercial premises with covered/mechanized car parking to various intended persons/purchasers; in the Building **“FLORENCE”**;

AND WHEREAS the Promoters have commenced construction upon the said Property described in the First Schedule hereunder written, of a residential cum commercial building known as "FLORENCE" presently having approval of Ground plus Stilt plus 18 storey upper floors(Part) and to be approved upto 24th Floor or such other upper floors over and above the 18th floor thereon, from time to time hereinafter referred to as (**“the said Building”**) and intend to construct an adjacent Podium Area/structure, for the purpose of parking of vehicles (Covered / Mechanised car parking), Club House and Recreation Garden (**“said Podium Area”**) in accordance

with the plans sanctioned and to be sanctioned with necessary amendments from time to time by the TMC. However, it is clarified that as per the Building approval, as of now only a part of the presently available development potential of the said property is utilized in the course of construction of the proposed Building and the Promoter shall from time to time, if required, be making application to the Thane Municipal Corporation for amendments to the approved plan and for issuance of further C.C., such that the entire development potential of the said property is completely consumed in the course of the construction of the Proposed Building on the said Land and accordingly, the plans for construction of Proposed Building on the said Land are subject to further modifications as may be desired by the Promoter from time to time Allottee/s hereby give their irrevocable consent to the Promoter for amendment of the approved plan as the Promote may consider necessary and requisite for the said project.

AND WHEREAS while sanctioning the aforesaid plans, the concerned local authority and/or Government has/shall/may laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said Property and by the Allottee/s during fit out period, if any, and thereafter by both the Allottee/s as well as the Society/Societies, as defined hereafter. It is agreed and accepted by the Allottee/s that only upon due observance and performance of all such permissions by them, the completion/occupation certificate in respect of the said Building and/or the Podium Area shall be granted by the concerned planning authority of Thane Municipal Corporation;

AND WHEREAS the Promoters have appointed Messrs Manav Consultants, Architect registered with the Council of Architects in respect of the aforesaid project. The Promoters have appointed Messrs Techline Consulting Engineers, Structural Engineers, for the preparation of structural designs and drawings of the said Building and said Podium Area and the Promoters have accepted the professional supervision of

the aforementioned Architect and Structural Engineers till the completion of the said Building and the said Podium Area;

AND WHEREAS a copy of the Report on Title in respect of the said Property dated 13th February, 2015 has been issued by Ms. Sampada Purekar, Advocate; a copy whereof is hereto annexed and marked as **Annexure –“C”** ;

AND WHEREAS the Promoter have agreed to sell and the Allottee has/have agreed to purchase an Apartment/ Shop / Commercial Premises No. ____ on ____ floor of the said Building, admeasuring _____ sq. mtrs. which is equivalent to _____ sq. feet (carpet area), as per the definition under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the “said Act”) along with enclosed balcony (if any) admeasuring _____ sq. mtrs. which is equivalent to _____ sq. feet carpet area totaling to _____ sq. mtrs. which is equivalent to _____ sq. feet carpet area {and _____ sq. mtrs. equivalent to _____ sq. feet (carpet area) as per the definition under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, sale, management and transfer) Act, 1963} (hereinafter referred to as “MOFA”) hereinafter collectively referred to as (**“the said Premises”**), along with the benefit to use _____ Covered/Mechanised Car Parking/s, for the consideration and on the terms and conditions hereinafter appearing;

AND WHEREAS, the Promoter has/have registered the Project under the provisions of the Said Act and the Rules framed thereunder with the Real Estate Regulatory Authority at Mumbai No. P51700003627 authenticated copy of which is attached in **Annexure – “D”**;

AND WHEREAS, by virtue of the Development and Sale Agreements/ registered Power of Attorneys and aforesaid documents, orders, directions, etc. the Promoter alone have sole and exclusive right to sell the Premises and other Premises in

the said Building and to enter into agreement/s with the Allottee/s and to receive the sale consideration in respect thereof;

AND WHEREAS, on demand from the Allottee/s the Promoters have given inspection to the Allottee/s of all documents of title and the other required papers and documents relating to the said Property/Premises along with the aforesaid opinion of title dated 13th February, 2015, approved plans, designs, specifications, proposed layout design, technical specifications, permissions and sanctions and all such other documents in respect of the said Building and the said adjacent Podium area (sanctioned and to be sanctioned / amended), along with the list of amenities and facilities (individual and common) to be provided in the said Premises and all such other documents as are specified under the said Act and the Rules and Regulations made thereunder. The Allottee/s further confirmed to has/have thoroughly inspected/examined/ verified in details of all the aforesaid documents and is/are fully satisfied with same in all respect and has agreed and confirmed with the Promoters that the Allottee/s shall hereafter not be entitled to further investigate the title and/or raise any dispute/objection/query and/or claims or demands etc. of whatsoever nature relating to the title of the said Property/said Premises or otherwise for any other matters relating to the aforesaid, in any manner whatsoever;

AND WHEREAS, prior to issuance of an Allotment Letter in respect of the respective Apartment / Shop / Commercial Premise by the Promoters to the Allottee/s, with reference to the discussions between the Promoters and Allottee/s regarding the Promoters project, at Kasarvadavli, Off. Ghodbunder Road Thane, as informed by the Promoters that in the Project named as **“FLORENCE”** as agreed by the Allottee/s that the project, **“FLORENCE”** is consisting of building for residential as well as shopping/ Commercial use together with separate parking facilities for residential and shopping/ commercial premises in the same Podium. Further, at the same time the Promoters have also informed to the Allottee/s and the Allottee/s are aware that separate society/

organization will be formed of purchasers of Apartments in the said residential part of the **“FLORENCE”** building wherein the Allottee/s of the Apartment/s shall be admitted as bonafied member/s and day to day affairs and management of such organization shall be controlled and operated by the official committee of such organization and whereas all affairs and management of shopping/commercial premises in the shopping part of the said Building shall be looked after by the Promoters or by a separate society/societies as the Promoters may decide or deem fit. If necessary an Apex Body may be formed of the Society / Societies of the residential part of the building and commercial part of the building for maintenance, management, and such other affairs therein.

AND WHEREAS, The Promoters reserve to themselves the right to make such alterations, additions and/or modifications in the layout/building plans or other specifications/designs as may be deemed necessary by the Promoters, without affecting the said Premises proposed to be sold hereunder to the Allottee/s and consequent thereto construct such additional premises/floors/building(s)/structure(s) (including but not limited to the construction of the said Podium Area as well as future development over and above the 18th Floor of the said Building up to 24th Floor or such other upper floors over and above the 18th Floor and, as reflected under the proposed Plan to be put for approval) as permissible under the Development Control Regulations and other statute, rules and regulations, and/or as permitted by TMC and other concerned authorities, from time to time;

AND WHEREAS, the authenticated copy of the plan of the said Premises agreed to be purchased by the Allottee/s, shown by red outline on the floor plan hereto annexed and marked as **Annexure – “E”** ;

AND WHEREAS, 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 condition appearing hereinafter;

AND WHEREAS, prior to the execution of these presents the Allottee/s has paid to the Promoter a sum of Rs. _____/- (Rupees _____ only) being part payment of the sale consideration of the Apartment / Shop / Commercial Premises agreed to be sold by the Promoter to the Allottee/s as advance payment or Application Fee (the payment and receipt whereof the Promoter does hereby admit and acknowledge) and the Allottee/s has agreed to pay to the Promoter the balance amount of the sale consideration in the manner hereinafter appearing on time i.e within 15 (fifteen) days of an by written demand (notified via Registered Post A.D./Courier or Email) being made by the Promoters. It is agreed that time for payment/s mentioned herein shall be the core essence of this Agreement.

AND WHEREAS, under Section 13 of the said Act the Promoter is required to execute a written Agreement for Sale of the said Apartment / Shop /Commercial Premises to the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee/s hereby agrees to purchase the said Apartment / Shop / Commercial Premises and the Covered or Mechanized car parking.

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

1. The aforesaid recitals shall be treated as forming an integral part of the operative portion of this Agreement as being set out in verbatim herein.
2. a) The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agree to sell to the said Premises on _____ floor in the said Building

as more particularly described in the Second Schedule hereunder, at or for the consideration of Rs. _____/- (Rupees _____ only), with/~~without~~ the benefits to use Covered/Mechanized Car Parking/s for the consideration of Rs. _____/- (Rupees _____ only). The total aggregate consideration amount for the said Premises with/~~without~~ Car parking space is thus Rs. _____/- (Rupees _____ only).

b) The Allottee/s has paid on or before execution of this agreement a sum of Rs. _____ /- (Rupees _____ only) as advance payment or application fee and hereby agrees to pay to the Promoter the balance amount of purchase consideration of Rs. _____/- (Rupees _____ only) in the following manner:-

SR.	Work Progress	%	Amount
1	On Booking	10	
2	Completion Of Plinth Work	20	
3	Completion of 1st & 2nd Slab	5	
4	Completion of 3th & 4th Slab	5	
5	Completion of 5th & 6th Slab	5	
6	Completion of 7th & 8th Slab	5	
7	Completion of 9th to 10th Slab	5	
8	Completion of 11th to 12th Slab	3	
9	Completion of 13th & 14th Slab	2	
10	Completion of 15th & 16th Slab	2	
11	Completion of 17th & 18th Slab	2	
12	Completion of 19th & 20th Slab	2	
13	Completion of 21th & 22th Slab	2	
14	Completion of 23rd to 25th Slab	2	
15	Completion of Internal Plaster of the said Premises	3	
16	Completion of Windows of the said Premises	1	
17	Completion of Doors of the said Premises	1	
18	Completion of Staircase and Lift-Wells of the said	2	
19	Completion of Lobbies of the said Premises	2	
20	Completion of External Plaster of the said Premises	2	
21	Completion of External Plumbing	1	

22	Completion of Elevation	1	
23	Completion of Terrace Waterproofing	1	
24	Completion of Plinth Protection/Paving Area	2	
25	Completion of Entrance Lobby	3	
26	Completion of Lifts and Water Pumps	5	
27	Completion of Electric Fittings, Electro Mechanical and	1	
20	On Possession after receiving Occupancy Certificate.	5	
		100	

The aforesaid consideration amounts shall be subject to deduction of 1% TDS.

- c) The Total Prices above excludes Taxes payable by the Allottee/s consisting of tax by way of GST, Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project upto the date of handing over the possession of the said Premises.
- d) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, Local Bodies/Government from time to time. The Promoter undertake and agree that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/ regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.
- e) At the time of handing over the possession of the said the Premises, the Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee/s by discounting such early payments @ 12% per annum for the period by which the respective installment has been preponed.
- f) The Allottee/s shall pay all other amounts and moneys becoming due and payable as per the terms and conditions of this Agreement on their respective due dates without fail and without any delay or default as time in respect of the said

payments is of the essence of the contract. The Promoter will forward to the Allottee/s intimation of the Promoter having carried out the aforesaid work to the E-mail ID and at the address given by the Allottee/s under this Agreement and the Allottee/s will be bound to pay the amount of installments as per such intimation by e-mail or by courier at the address of the Allottee/s as given in these presents. The Allottee/s, in case of delay or default, shall be liable to pay to the Promoter monthly interest on amount due which shall be State Bank of India's highest Marginal Cost of Lending Rate plus 2% p.a. till the amount is paid to the Promoter.

- g) The Allottee/s doth hereby confirm that, from the date of entering into this Agreement, it shall be the obligation of the Allottee/s to bear and pay any additional development charges for layout conditions and fulfillment thereof and the same shall be borne and paid by the Allottee/s along with the other Allottee/s in the said Building and Promoter shall not be responsible or liable to pay the same.
- h) The Promoter confirms that it is developing the Said Property with the use of Floor Space Index (“FSI”), Additional Premium FSI, and Transferable Development Rights (“TDR”) in accordance with the plans sanctioned by the concerned planning authority of Thane Municipal Corporation.
- i) The Allottee/s shall be liable to pay to the Promoter, GST, Service Tax, VAT and Cess and/or any other taxes, charges etc. applicable to the allotment / sale of the said Premises payable to the Government / Semi Government Authorities and all authorities, including Central Government, State Government, Thane Municipal Corporation, etc. The Allottee/s shall also be liable to pay along with the consideration value, additional charges as contained in clause 2(c) hereinabove. In case the Allottee/s have defaulted to make the aforesaid payment towards taxes to the concerned authorities, and the Promoter has paid on behalf of the

Allottee/s, then Promoter is entitled to recover the same with interest and have the right to debit towards the Apartment consideration received/receivable.

- j) The amount/s paid by the Allottee/s to the Promoter shall be appropriated firstly towards taxes payable by him/her, then towards interest payable for all outstanding installments towards consideration in respect of the said Premises, cheque bounce charges, if any, then any administrative expenses and lastly towards consideration/outstanding dues in respect of the said Premises.
 - k) The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
3. a) The Promoter hereby agree/s to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Premises to the Allottee/s, obtain from the concerned local authority occupation certificate in respect of the said Premises.
- b) Time is of essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the Premises to the Allottee/s and the common areas to the Society/Societies of the Allottee/s after receiving the occupancy certificate. Similarly, the Allottee/s shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 2(b) hereinabove. (“Payment Plan”)

4. The Promoter has planned to utilize additional Floor Space Index by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various schemes as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said project. The Promoter has/have disclosed their intention to use any proposed FSI becoming available on the said Property shall be utilized by the Promoter in the said project and Allottee/s has agreed to purchase the said Premises based on the proposed construction to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the entire FSI shall belong to Promoter only.
5. If the Promoter fails to abide by the time schedule for completing the project and handing over the Premises to the Allottee/s, the Promoter agrees, subject to what has been stated in clause (8) hereunder, to pay to the Allottee/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession. The Allottee/s agrees to pay to the Promoter, interest as specified in the Rule, on all the amounts delayed payment which become due and payable by the Allottee/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Promoter.
6. Without prejudice to rights of Promoter to charge the interest in terms of sub clause 2(f) hereinabove on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing three defaults of payment of installments, the Promoter shall at its own option, may terminate this Agreement.

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee/s, by Registered Post AD at the address provided by the Allottee/s and mail at the email address provided by the Allottee/s, of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement and in such event the Allottee/s shall be liable to pay 25% of the total consideration for purchase of the Premises to the Promoter as liquidated damages.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of three months of the sale by the Promoter of the said Premises to a third party or completion of the construction of the entire proposed building, whichever is earlier.

7. The Internal Amenities with regard to the flooring and sanitary fittings and amenities to be provided by the Promoter in the said Building and the Premises are set out in **Annexure – “F”** annexed hereto.
8. The Promoter shall give possession of the Premises to the Allottee/s on or before _____ day of _____ 20____, provided the Promoter has received the full purchase price of the said Premises and other amounts payable by the Allottee/s to the Promoter under these presents and provided the construction of the said Building is not delayed on account of non-availability of steel, cement or other building material, water or electric supply and, no act of God, Civil Commotion, Riot, War or any notice, Order, Rule, Notification of the Government and/or any

other Public Body and/or Competent Authority and/or any order of Court / Tribunal / Forum and/or any reasons and/or circumstances beyond control of the Promoter, has/have disturbed the construction schedule of the said Building and there is no delay in issue of Occupation Certificate by the Thane Municipal Corporation and/or Planning Authority and circumstances beyond the control of the Promoter. If the Promoter for any of the aforesaid reasons beyond the control of the Promoter is/are unable to give possession of the Said Premises by the date stipulated hereinabove, the Promoter shall be entitled to proportionate extension of time for handing over possession of the said Premises. It is specifically agreed by the Allottee/s that, during such proportionate extension period, Allottee/s shall not be entitled to and shall not be allowed to cancel this Agreement and/or claim any interest. If the Promoter fails or neglects to give possession of the Premises to the Allottee/s even after the period so extended because of any of the aforesaid reasons, then the Promoter shall be liable on demand to refund to the Allottee/s the amounts already received by it in respect of the Premises along with interest which shall be State Bank of India's highest Marginal Cost of Lending Rate plus 2% to the Allottee/s the amounts already received by it in respect of the Apartment along with interest @ 12% p.a. It is agreed that upon refund of the said amount with interest as aforesaid, the Allottee/s shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoter or in respect of the said Premises and/or said Building or said Property in any manner whatsoever and the Promoter shall be entitled to deal with and dispose of the said Premises to any person or party as the Promoter may desire.

9. The Allottee/s hereby agrees that in the event of any amount being levied by way of premium and other charges, betterment charges and/or development tax, security deposit, charges for the purpose of giving water connection, drainage connection and electricity connection / payable to the Thane Municipal

Corporation and/or to State Government, M.S.E.D.C.L. or any private electricity provider, other taxes and/or payments of a similar nature becoming payable by the Promoter, the same shall be paid by the Allottee/s to the Promoter in proportion to the area of the said Premises. It is agreed that the betterment charges referred to hereinabove shall mean and include pro-rata charges which the Allottee/s may be called upon to pay by the Promoter in respect of installation of water line, water mains, sewerage line, sewerage mains, electric cable, electric substation (if any) making and maintaining access to the said Property, drainage layout and all other facilities till the charge of the said Property is handed over to the Society of the Allottee/s of the said Premises in the said Property.

10. The Promoter reserve to itself the rights to the full, free and complete right of way and means of access over, along and under all the internal access roads in the said property and the common right of ways at all times, by day and night, for all purposes and also to lay and connect drains, pipes, cables and other amenities necessary for the full and proper use and development of the said property and if necessary to connect the drains, pipes, cables etc. under, over or along the land appurtenant to the said Building in the, provided that the Promoter shall use their reasonable efforts to ensure that the Allottee/s enjoyment of the said Premises is not adversely affected.
11. So long as each of the Apartment / Shop / Commercial Premises / Covered/Mechanised Parking Spaces in the said Building is/are not separately assessed for municipal taxes and water taxes etc., the Allottee/s shall pay to the Promoter or to the Society when formed, a proportionate share of the municipal taxes and water taxes etc. assessed on the whole Building, such proportion to be determined by the Promoter on the basis of the area of each Premises/covered parking (if applicable) in the said Building. The Allottee/s along with the other

Premises holders will not require the Promoter to contribute a proportionate share of the water charges, tanker water charges, electricity used for water, lifts and any other similar charges relating to occupation in respect of the Premises which are not sold and disposed off by the Promoter. The Promoter will also be entitled to the refund of the Municipal Taxes on account of the vacancy of such Premises.

- 12.** The Promoter may retain for themselves and/or their nominees/assigns some Apartment(s)/Shop(s)/Commercial Premise(s) and other spaces (car parking or otherwise), or any part or portion of the said Building/Podium Area and/or may let/lease out or grant on leave and licence basis, some or even substantial number of Apartment(s)/Shop(s)/Commercial Premise(s) car parking spaces/other spaces in the said Building/Podium Area and for such retention shall not be liable to pay non-occupancy charges in respect thereof to anybody whomsoever including the said Society/Societies or seek any written permission or no objection of the said Society/Societies to deal with or dispose of the same as aforesaid;
- 13.** Save and except the said Premises, all the other remaining Apartments/shops/commercial premises, areas, car parking spaces, restricted areas, open spaces, ground, floor spaces, facilities, appurtenances and other areas in the said Building/Podium Area etc. shall exclusively vests with the Promoters and the Allottee/s or the said Society/Societies shall have no right or title or interest in the same and the Promoters shall be entitled to deal with the same at their own sole discretion without any further reference or recourse or consent or concurrence or acceptance from the Allottee/s or the said Society/Societies of any nature or in any manner whatsoever.
- 14.** The Promoter shall earmark car parking spaces of the said Building for exclusive use thereof by certain acquirers of premises (which are available to the

Promoter for sale under the Sale Agreement) in the said Building in accordance with the terms in the Sale Agreement, depending on the availability. The Allottee/s agree that the Promoter shall be entitled to do such earmarking at its discretion and Allottee/s hereby accept/s the decisions by the Promoter in relation to such earmarking on car parking spaces.

15. The Common Areas and Facilities to be provided by the Promoters in the said Building and the said Podium Area are only those that are specifically set out in Part A of the **Annexure-“G”** hereto in respect of which the Allottee/s shall be entitled to use and enjoy the same jointly with the other Allottee/s of the other premises in the said Building/Podium Area. The aforesaid Common Areas and Facilities that are reflected in Annexure - G shall remain the exclusive property of the Promoters only and only after handing over of the said Property to the said Society/Societies shall vest with the said Society/Societies in the manner as may be specified by the Promoters at such time. The Allottee/s have been made aware about there are certain specified spaces, portion, amenities and facilities of/in the said Property/ Building /Podium Area which are exclusively reserved for the Residential or Commercial Premises holders apart from the Promoters herein as Listed in Part B of the Annexure G only. Further, the Allottee/s have been made aware that there are certain specified spaces, portion, amenities and facilities and rights of/in the said Property/ Building /Podium Area which are exclusively reserved for the Promoters only as specified in Annexure -G hereto. The Allottee/s have confirmed with the Promoters that the Allottee/s shall not raise any query or objection/dispute of any sort in respect of Promoters unfettered rights, title and interest to use, occupy, deal with or dispose off such restricted areas/premises as more particularly described in **Annexure – “H” (“Restricted Area”)** apart from the other rights reserved by the Promoters under these presents. It is specifically agreed by the Allottee/s that premises/rights reflected at the Restricted Areas as listed in Annexure- H hereto

shall remain the exclusive property of the Promoters only, at any time hereafter and even after handing over of the said Property to the said Society/Societies and shall continue to vest with the said Promoters only till the time of sell, transfer or assignment or disposal thereof by the Promoters to any person(s). The Allottee/s and/or said Society/Societies shall have no rights, title, interest, claims or demands over or in respect of the Restricted Areas including as regards the user and/or access of such Restricted Areas. The Promoters may alienate and dispose off the said Restricted Areas or any rights in respect thereof or any part thereof in any manner either wholly or partly as they may think fit and proper and at their own sole discretion and the Allottee/s or the said Society/Societies shall not object to the same in any manner whatsoever. Further, as regards the Areas reflected in Annexure –G hereto, it is agreed and accepted that the Promoters shall handover such portions/areas to the said Society/Societies at the time of handover of the said Property (subject to restrictions/reservation under these presents) to the said Society/Societies and thereafter the said Society/Societies shall be entirely responsible for the safety, security, maintenance and upgradation of such portions/areas as reflected in Annexure - G and the Promoters shall not be held responsible for the same in any manner whatsoever. It is further agreed and accepted by the Allottee/s that they shall be liable and responsible for payment of all charges and expenses in respect of such common Areas and facilities apart from the said Premises as specified in Third Schedule hereunder written proportionately to be deposited with the Promoters.

16. It is also agreed and accepted by and between the parties that if the said Premises is of commercial use then the holders of the said Premises cannot use or have an access to the common amenities or facilities of any nature whatsoever specifically designed and reserved for residential premises holders of the said Building as specified in part B of Annexure - F hereto to be provided

by the Promoters in the said Building or in the said Podium Area and they shall not claim or demand any such facility or amenities at any time in future.

- 17.** The Allottee/s confirm/s that he/she/they/it has/have agreed that –
- a) All internal dimensions for carpet area are from unfinished wall surfaces. Minor variations (+/-) upto 3% in actual carpet areas may occur on account of site conditions. In the event variation is more than 3%, the consideration will stand decreased or increased as the case may be, in proportion to such variation.
 - b) In toilets, the carpet areas will be inclusive of pali walls.
 - c) That if any natural marble is used by the Promoter, there are going to be inherent imperfections which someone may view as 'defect'. These imperfections are inherent in natural marble.
- 18.** Provided it does not in any way affect or prejudice the rights of the Allottee/s in respect of the said Premises, the Promoter shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest of the said property more particularly described in the Second Schedule hereunder written.
- 19.** The Allottee/s and the person/s to whom the said Premises is permitted to be transferred with the written consent of the Promoter, shall (i) observe and perform all the provisions of the Bye-laws and/or the rules and regulations of the Society/Societies when formed and the additions, alterations or amendments thereof for the observance and carrying out the building Rules and Regulations and the Bye-laws for the time being of the Thane Municipal Corporation and other local and/or Public Bodies. (ii) observe and perform all stipulations and conditions laid down by the Society/Societies regarding the occupation and use of the said Premises and shall pay and contribute regularly and punctually towards rates, cesses, taxes, expenses and all other outgoings.

- 20.** It is agreed between the Promoter and the Allottee/s that after the notice in writing is given by the Promoter to the Allottee/s that the said Premises is ready for use and occupation, the Allottee/s shall be liable to pay the proportionate share (i.e. in proportion to the area of the said Premises) as determined by the Promoter of all outgoings in respect of the said Property and the Building, including local taxes, cesses, rates and other charges, betterment charges and all other charges levied by the local authority, Government, Water Charges, Insurance Charges, common lights, repairs, salaries of clerks, Bill Collector's Charges, Chowkidar and Sweeper Charges, maintenance charges and all other expenses necessary and incidental to the administration, management and maintenance of the said Property and the said Building including those mentioned in the Third Schedule hereunder written and until the management of said Building is transferred to the Society/Societies of the Allottee/s, the Allottee/s shall pay to the Promoter the proportionate share of outgoings as may be determined by the Promoter.
- 21.** The stamp duty and registration charges incidental to this Agreement shall be borne and paid by the Allottee/s alone. The Allottee/s shall immediately after the execution of this Agreement not later than 7 days from the date of execution of these presents, lodge the same for registration with the Sub-Registrar of Assurances and inform the Promoter the number under which and the day on which the same is registered, sufficiently in advance to enable the Promoter within reasonable time thereafter to attend the office of the Sub-Registrar of Assurances and admit execution thereof at the costs and risk of the Allottee/s.
- 22.** The Promoter shall always have a right to get the benefit of additional FSI, any additional development rights that they may be entitled to in future for construction on the said property from TMC, amend Layout and also to put up

additional structures / buildings as may be permitted by the TMC and other competent authorities; such structures / buildings will be the sole property of the Promoter alone and the Allottee/s shall not be entitled to raise any objection or claim any abatement in the price of the said Premises agreed to be acquired by him/her/them. The Promoter shall in respect of any amount remaining unpaid by the Allottee/s under the terms and conditions of this agreement shall have a first lien and charge on the said Premises agreed to be purchased by the Allottee/s.

23. The Allottee/s hereby covenant/s to keep the said Premises, walls and partition walls, sewers, drains, pipes and appurtenances thereto in good, tenantable and repairable condition and in particular so as to support, shelter and protect the parts of the building other than the said Premises. The Allottee/s further covenants not to chisel or in any other manner damage the columns, beams, slabs or R.C.C. partition or walls or other structural members without the prior written permission of the Promoter. In the event of a breach of any of these conditions, the Allottee/s, apart from being liable to make good at his/her/its own costs, the damage caused because of breach/s, shall also be responsible for the consequences thereof.
24. It is expressly agreed that the Promoter shall be at liberty to make such minor changes or alterations as may be necessary due to aesthetic, architectural and structural reasons duly recommended and verified by an authorized Architect or Engineer.
25. The Allottee/s shall not decorate the exterior of the said Premises otherwise than in a manner agreed to with the Promoter.
26. In the event of Society/Societies of all the Allottee/s being formed and registered before the sale and disposal by the Promoter of all the Premises/covered parking spaces, the powers and the authorities of such Society/Societies shall be subject

to the overall authority and control of the Promoter in respect of all the matters concerning the said Building and in particular the Promoter shall have absolute authority and control as regards the unsold Premises/covered parking spaces and disposal thereof;

PROVIDED AND ALWAYS the Allottee/s hereby agree/s and confirm/s that in the event of such Society/Societies being formed earlier than the Promoter dealing with or disposing off all the Premises in the said Building then and in that event any Allottee/s of Premises/covered parking spaces from the Promoter shall be admitted to such Society/Societies on being called upon by the Promoter without payment of any premium or any additional charges save and except Rs.500/- (for individual) and Rs. 1000/- (for non individual) for the share money and Rs.100/- as entrance fee and such Allottee/s, or transferee thereof shall not be discriminated or treated prejudicially by such Society/Societies.

27. Any delay or indulgence by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee/s shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee/s nor shall the same in any manner prejudice the rights of Promoter.
28. The Allottee/s is fully aware of the provisions of the amended Bombay Stamp Act. If any stamp duty over and above the stamp duty already paid on this Agreement is required to be paid or is claimed by the Superintendent of Stamps or Joint District Registrar or Concerned Authority, the same shall be borne and paid by the Allottee/s alone including the penalty, if any. The Promoter shall not be liable to contribute anything towards the said stamp duty. The Allottee/s shall indemnify the Promoter against any claim from the Stamp Authorities or other Concerned Authority in respect of the said stamp duty to the extent of the loss or damage that may be suffered by the Promoter. The Allottee/s shall also fully

reimburse the expenses that may be required to be incurred by the Promoter in consequence of any legal proceedings that may be instituted by the authorities concerned against the Promoter for non-payment and/or under payment of stamp duty by the Allottee/s.

29. Procedure for taking possession –

a) The Promoter, upon obtaining the occupation certificate from the competent authority and after the Allottee/s makes all payments to the Promoter as per this Agreement, shall offer in writing the possession of the Premises, to the Allottee/s in terms of this Agreement to be taken within 1 (one) month from the date of issue of such notice and the Promoter shall give possession of the Premises to the Allottee/s, provided the Allottee/s has not committed breach of any of the terms and conditions of this Agreement. The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoter or Society/Societies of Allottee/s, as the case may be.

b) The Allottee/s shall take possession of the Premises within 15 days of the Promoter giving written notice to the Allottee/s intimating that the said Premises is ready for use and occupation.

c) Failure of Allottee/s to take Possession of Premises:

Upon receiving a written intimation from the Promoter, as per clause 29(a), the Allottee/s shall take possession of the Premises from the Promoter by executing necessary indemnities, undertakings as prescribed in this Agreement and also uploaded on the website, and the Promoter shall give possession of the Premises to the Allottee/s. In case the Allottee/s fails to take possession within the time provided in clause 29(a), the Allottee/s shall continue to be liable to pay maintenance charges, electricity charges, municipal taxes and any other taxes levied by any competent authorities, as applicable.

d) If within a period of five years from the date of handing over the Premises to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural

defect in the building in which the Premises is/are situated then, subject to clause 38 hereunder and provided the Allottee/s is not guilty or responsible for such defect, wherever possible such defects shall be rectified by the Promoter. However, it is specifically agreed by and between the Promoter and the Allottee/s that, if the Allottee/s does any alterations and/or causes damage to the waterproofing in the said Premises, the Promoter shall not be liable for any defect liability.

- e) It is clarified between the Promoter and the Allottee/s that the Internal Amenities are not manufactured or produced by the Promoter and the same are sourced from third party vendors/suppliers. Some of the Internal Amenities may be acquired under warranties and others may not have any warranties and the Promoter shall not be responsible to repair and/or replace the same. Accordingly, once possession of the said Premises with the Internal Amenities is handed over by the Promoter to the Allottee/s, thereafter in case of any operational issues or malfunctioning of the Internal Amenities, the Allottee/s shall not hold the Promoter responsible and/or liable for repairs or replacement thereof, and the Allottee/s shall make appropriate claims only against the suppliers/manufacturers thereof, as per the terms of respective warranties of the respective Internal Amenities (if applicable).
- f) It is specifically agreed between the Parties hereto that the Promoter shall have the right to change/substitute/alter Internal Amenities, in the event that there is any uncertainty about the availability thereof, either in terms of quality and/or quantity and/or for any reasons beyond the control of the Promoter. If any change as aforesaid becomes necessary, the Promoter shall be entitled to choose substitutes and/or alternatives thereof in its absolute discretion to enable the Promoter to offer possession of the said Premises on the specified date. The Promoter shall however try to ensure that such substitutes and/or alternatives are similar to the amenities as hereunder agreed, in quality and quantity, as far as ma

be reasonably possible. The Allottee/s agree/s not to claim any rebate and/or discount and/or concession on account of such change/substitution.

- 30.** The Allottee/s shall use the Premises or any part thereof or permit the same to be used only for purpose of residence / office / shop and it shall be utilized by the Allottee/s for no other purpose/s whatsoever and howsoever. The Allottee/s agree/s not to change the user of the said Premises, without prior written consent in writing to the Promoter. The Allottee/s shall use the parking space only for purpose of keeping or parking his own vehicle and for no other purpose.
- 31.** The Allottee/s along with other Allottee/s of Premises in the said Building shall join in forming and registering the Society/Societies to be known by such name as the Promoter 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/Societies and for becoming a member, including the Bye-laws of the proposed Society and duly fill in, sign and provide to the Promoter, so as to enable the Promoter to register the common Society/Societies of Allottee/s. No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft Bye-laws, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.
- a) The Promoter shall, within three months of issuance of Occupation Certificate of the said Building, and the Promoter receiving full and final payment from the Allottee/s due and pending of Fifty One percent of the total Premises in the said Building to the Promoter, cause to be transferred to the Society all the right, title and the interest of the Promoter in the said structure of the Building in which the said Premises is situated(excluding the said Podium Area and Restricted Areas), subject to the Promoter rights to dispose of the remaining Premises, if any.

- b) It is specifically agreed between parties hereto that there can be separate Society/Societies for the residential and/or commercial areas/spaces to be developed on the said Property and the Allottee/s shall not object or obstruct or create hindrance of any nature whatsoever for such separate formation for Society/Societies of the residential and commercial spaces/holder at any point of time.
- c) Within 15 days after notice in writing is given by the Promoter to the Allottee/s that the said Premises is ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Premises) of outgoings in respect of the said Property, Building and Podium Area namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Property, Building and Podium Area. Until Society is formed and the said structure of the said Building is transferred to it, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter till the Society/Societies of Allottee/s is formed.
- d) The management and maintenance of common amenities and facilities mentioned in **Third Schedule** / Annexure – G herein may be handed over to the Society/Societies or any other agency, upon completion or at any appropriate stage thereafter as per the discretion of the Promoters.
- e) The Promoter shall with a view to preserve the intrinsic value of the Project by ensuring high standard of maintenance and upkeep, at its discretion but not as an obligation, be involved/undertake/conduct either by itself or through Facility Management Company, the maintenance and management of the Project, without any reference to the Allottee/s of the said Property, even after the

formation of the Society/Societies on such terms and conditions as the Promoter may deem fit and the Allottee/s give their unequivocal consent for the same. It is further expressly understood that the Promoter shall not in any manner be accountable, liable or responsible to any person including the Allottee/s and/or Society/Societies for any act, deed, matter or thing committed or omitted to be done by the Facility Management Company in due course of such maintenance, management and control of the said Building, and/or common areas, amenities and facilities thereto.

- 32.** The Allottee/s agrees and undertakes to abide by his/her/their/its obligations as under:
- a) To make necessary payments in the manner and within the time as specified in this Agreement and shall pay at proper time and place, stamp duty, the share of the registration charges, municipal taxes, water and electricity charges, maintenance charges, ground rent, taxes and all other charges, payments.
 - b) To pay the ad-hoc pro-rata maintenance charges towards the out-goings of the said Property, Building and Podium Area.
 - c) To pay interest i.e. monthly interest on amount due which shall be which shall be State Bank of India's highest Marginal Cost of Lending Rate plus 2% p.a., till the amount is paid to the Promoter for delay in payment of any of the installments and any other charges or deposits agreed to be paid under this Agreement, without prejudice to the rights of the Promoter of termination of the Agreement as per the terms of this Agreement.
 - d) To sign the requisite applications and other documents / information for registration of the Society/Societies.
 - e) To take possession of the said Premises within a period of one month from the date of intimation by the Promoter of Occupation Certificate having been received.

33. The Allottee/s shall on or before delivery of possession of the said Premises pay to the Promoter, the following amounts:-

- a) Estimate amount of Rs.600/-towards share money, application and entrance fee of the said Society/Societies as may be applicable.
- b) Estimate amount of Rs. _____/- towards advance Ad hoc maintenance charges of the Common Areas, Municipal Taxes, & Facilities.
- c) Estimate amount of Rs. _____/- towards Club House Membership, Water Connection, Gas Connection and Electric Connection.
- d) Estimate amount of Rs. _____/- towards Formation and Registration of the said Society/Societies & Legal charges & Miscellaneous expenses in connection therewith.
- e) Rs. As actual /- towards Service Tax, as per Finance Act. Present Service Tax.
- f) Rs. As actual /- towards value added tax payable in respect of these presents.
- g) Rs. As actual /- towards, GST payable in respect of these presents.
- h) Rs.As actual /- for the Legal expenses for Conveyance to be granted to said Society/Societies as specified under these presents. It is made clear that the stamp duty and registration fee of the proposed Conveyance/Lease Deed is not being collected under these presents and the same shall payable at actuals at the relevant time by the Allottee/s.

The amount towards provisional outgoings, as contained in sub clause (b) hereinabove will be transferred by the Promoter to the Society/Societies as and when management of the said Building and Podium Area is transferred to the Society/Societies, after deducting therefrom of arrears of taxes and expenses, as contained in the Third Schedule hereunder. It is agreed that the Promoter is not liable to pay any interest on the aforesaid amounts towards provisional outgoings.

34. It is agreed and accepted by the Allottee/s for himself/themselves/herself and on behalf of said Society/Societies that the Promoters shall not be liable to provide

any justification or evidence in respect of payments/expenses made from aforesaid receipts/ deposits from the Allottee/s, to the Allottee/s said Society/Societies in any manner.

35. All documents necessary for the formation and registration of the said Society/Societies shall be prepared by Advocates & Solicitors of the Promoters only. The Allottee/s shall pay to the Promoter a sum of Rs. As actual/- for meeting all legal costs, charges and expenses, including professional costs of the Advocates & Solicitors of the Promoter in connection with formation of the Society/Societies and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance.
36. Before registration of conveyance of the structure of the Building, the Allottee/s shall pay to the Promoters, the Allottee/s share of stamp duty and registration charges payable, by the said Society/Societies on such conveyance or any document or instrument of transfer in respect of the structure of the said Building.
37. If the Promoters so desires, it shall be entitled to create security on their interest title and interest over the said Property/ Building/Podium Area and every portions thereof or the unsold Flats other unsold spaces and premises and/or the new development thereon, save and except the said Premises for availing any loans, finance and/or other credit facilities from any banks and financial institutions. In this regards the Promoters shall be entitled and at all liberty to sign Mortgage Deed(s) (whether legal or in English form or by way of an equitable mortgage), Loan Agreement(s) and other documentation, in respect of the said Property or any part portion thereof. Provided that the Promoter shall be the principal debtor and it shall be the sole liability and responsibility of the Promoter to repay such loan amounts with interest, costs, charges and expenses thereon to the Concerned Person. The Allottee/s hereby gives his/her/their/its

express consent to the Promoter to raise such loan, financial assistance against the creation of security over said Property and the said Building/Podium Area and other structures (if any) constructed/under construction/proposed to be constructed, and to mortgage the same with any Bank/s or Financial Institution(s) or any other party as aforesaid. This consent is on the express understanding that any such loan/ liability shall be Preliminary cleared by the Promoters at their own cost and expense;

- 38.** The Promoters has reserved to themselves the exclusive right to grant to third parties license or rights for putting up hoardings or advertisements or neon signs on the said Property or the said Building/the said Podium Area or any part or portion thereof (including area of the common areas and facilities or Restricted Areas) being constructed thereon or any part thereof and to receive and appropriates in respect thereof for their own use and benefit. The Allottee/s shall not obstruct or interfere with the said rights of the Promoters in any manner whatsoever.

39. REPRESENTATION AND WARRANTIES OF THE PROMOTER

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

- i) The Promoter have clear and marketable title with respect to the said Property; as declared in the title report annexed to this agreement and have/has the requisite rights to carry out development upon the said Property and also have/has actual, physical and legal possession of the said Property for the implementation of the said project;
- ii) The Promoter have/has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

- iii) There are no encumbrances upon the Said Property or the Project as disclosed in the Title Report and in the Declaration in Form “B” uploaded on the website of RERA Authority.
- iv) There are no known litigations pending before any Court of law with respect to the said Property or Project.
- v) All approvals, licenses and permits issued by the competent authorities with respect to the said Property and the said Building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the said Property said the Building shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Property, Building and common areas;
- vi) The Promoter have/has the right to enter into this Agreement and have/has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected.
- vii) The Promoter have/has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the said Property, including the said Building and the said Premises which will, in any manner, affect the rights of Allottee/s under this Agreement;
- viii) The Promoter confirm that the Promoter are not restricted in any manner whatsoever from selling the said Premises to the Allottee/s in the manner contemplated in this Agreement;
- ix) The Promoter have/has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings,

whatsoever, payable with respect to the said project to the competent Authorities till the formation of the Society.

- x) Within the knowledge of the Promoter, no notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the said Property and/or the said Building.

40. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Premises may come, hereby covenants with the Promoter as follows:

- i) To maintain the Premises at the Allottee/s own cost in good and tenantable repair and condition from the date that of possession of the Premises is taken and shall not do or suffer to be done anything in or to the said Building in which the Premises is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Building in which the Premises is situated and the Premises itself or any part thereof without the consent of the local authorities, if required.
- ii) Not to do or suffered to be done anything to the said Building's entrance canopy, which may be against the rules, regulations or bye-laws of concerned local or any other authority.
- iii) Not to encroach upon external and/or internal ducts/void areas attached to the Premises by constructing permanent and/or temporary work by closing and/or using it, the said duct area is strictly provided for maintenance of service utilities such as plumbing pipes, cables etc. (For breach of any of the terms mentioned hereinabove, the Allottee/s shall be solely responsible for all the consequences arising because of the same.)

- iv) Not to affix or put any dish antenna outside the Premises or change the position of A.C. condenser units installed in the Premises or any of their accessories, which has the possibility to spoil the exterior elevation of the Premises and the Building. The Allottee/s can put additional A.C. condenser unit/s only after taking written permission of the Promoter.
- v) Not to change the position of washing machine inlet/outlet, any other accessories, electronic equipment/s if any provided in the Premises and the Allottee/s shall be liable to make good any damage caused as a result of the Allottee/s not complying with the said condition.
- vi) Not to affix or put any grills outside the windows of the Said Premises as well as not to change material, color, holes, windows, chajjas, railings, etc., which has the possibility of spoiling the exterior elevation of the Premises and/or the said Building.
- vii) Not to chisel or break or cause any damage to the columns, beams, walls, slabs or R.C.C. pardis or other structural members in the said Building or on the pardis/parapets/railing provided in the said Building. Further, the Allottee/s is not entitled to make any kind of holes/ core cuts etc. in R.C.C., in R.C.C. slabs or any structural members. The Promoter have informed the Allottee/s that all the R.C.C. members, flooring, walls etc. form the structural members of the entire Building and/or modification thereto and/or any changes therein either structural or elevational, require strict technical inputs, since any damage to them would result in damage to the entire structure of the said Building, which may lead to serious implications not only to the said Premises but to the entire Building. The Promoter have also informed to the Allottee/s that any such act on the part of the Allottee/s, is also criminally liable/ punishable under the relevant provisions of law.
- viii) Not to put or keep plant pots, signboards and / or any object outside the windows of the said Premises.

- ix) Not to store in the Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Building in which the Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the Building in which the Premises is situated, including entrances of the Building in which the Premises is situated and in case any damage is caused to the Building in which the Premises is situated or the Premises on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.
- x) To carry out at his/her/their own all internal repairs to the said Premises and maintain the Premises in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the said Building in which the Premises is situated or the Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- xi) Not to demolish or cause to be demolished the Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the said Building in which the Premises is situated and shall keep the portion, sewers, drains and pipes in the Premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Building in which the Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural

members in the Premises without the prior written permission of the Promoter and/or the Society, as the case maybe.

- xii) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property and the said Building in which the Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- xiii) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Property and the said Building in which the Premises is situated.
- xiv) Not to use any location of all designated refuge areas in the said building for storage of goods or placement of ODUs and/or any such personal usage at all.
- xv) To pay to the Promoter within thirty days of receipt of demand notice issued by the Promoter his/her/their share of additional security deposit/charges/premium, if any, that may be demanded by the concerned local authority or Government for giving water, drainage, electricity or any other service connection to the Building in which the Said Premises is situated.
- xvi) To bear and pay increase in local taxes, Water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Premises by the Allottee/s to any purposes other than for purpose for which it is sold.
- xvii) The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Premises until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up and only if the Allottee/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s has intimated in writing to the Promoter.

- xviii) The Allottee/s shall observe and perform all the rules and regulations which the Society/Societies may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society/Societies regarding the occupancy and use of the said Premises in the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xix) Till a conveyance of the structure of the Building in which Premises is situated is executed in favour of Society/Societies, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Building or any part thereof to view and examine the state and condition thereof.
- xx) Until the said property is fully developed not to obstruct or prevent the Promoter in any manner whatsoever from carrying out further construction of buildings or structures, in such manner as the Promoter may deem fit and proper, as per the sanctioned plans.
- xxi) The Allottee/s shall not object to the plan and its implementation for the provision of Shopping Premises / Commercial offices as a part of the said building and to the Purchase of the same by diverse Shop / Office Purchasers. The Allottee/s shall not object for any authorize business in the Shop Premises by the Premises Purchasers/Owners/Licensees whatever the case may be and the clients, visitors and customers shall have free entry to ingress and egress thereto.

The Allottee/s agrees to sign on undertaking confirming interalia above along with other indemnities and letters before claiming/taking possession of the said Premises being annexed hereto as **Annexure – “I”**

- 41.** The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s on account of the share capital for the promotion of the Co-operative Society/Societies or towards the out goings, and shall utilize the same only for the purposes for which they have been received.

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 said Building or any part thereof or the said Property. The Allottee/s shall have no claim save and except in respect of the Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, recreation spaces, will remain the property of the Promoter until the said structure of the Building is transferred to the Society/Societies.

- 42. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoter executes this Agreement it shall not mortgage or create a charge on the Premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has taken or agreed to take such Premises.

- 43. BINDING EFFECT**

Forwarding this Agreement to the Allottee/s by the Promoter do not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 7 days of receipt by

the Allottee/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee/s fails to execute and deliver to the Promoter this Agreement within 7 days from the receipt of intimation received by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15(fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever after deducting there from 25% of the consideration amount as compensation/damages.

44. ENTIRE AGREEMENT:

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

45. RIGHTS TO AMEND

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

46. PROVISIONS OF THIS AGREEMENT APPLICABLE TO 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 said Property / the said Building shall equally be applicable to and enforceable against any subsequent Allottee/s of the Premises, in case of a

transfer, as the said obligations go along with the Premises for all intents and purposes.

47. SEVERABILITY

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

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

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

49. 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.

50. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter’s Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/s, in Thane, Maharashtra, after the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Thane, Maharashtra.

- 51. The Allottee/s and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within 7 days from the date of execution and the Promoter or its authorised signatory will attend such office and admit execution thereof.
- 52. That all notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Registered Post A.D. or notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Allottee/s Address:	
Notified Email ID :	
Promoter Regd. Address:	
Notified Email ID:	

It shall be the duty of the Allottee/s and the Promoter to inform each other of any change in address and Email ID subsequent to the execution of this Agreement in the above address and Email ID by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee/s, as the case may be.

53. JOINT ALLOTTEE/S

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

54. STAMP DUTY AND REGISTRATION

The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee/s alone.

55. TRANSFER OF THE SAID UNIT

If the Purchaser/s, before being put in possession of the said Premises desire/s to sell or transfer or his/her/their interest in the said Premises or wishes to transfer or give the benefit of this Agreement to another person, the same shall be done only after the Allottee/s obtain/s the prior written permission of the Promoter in that behalf. In the event of the Promoter granting such consent, the Allottee/s shall be liable to and shall pay to the Promoter such sums as the Promoter may in its absolute discretion determine by way of the transfer charges and administrative and other costs, charges, expenses pertaining to the same PROVIDED HOWEVER that such transferee/s/assignee/s of the Allottee/s shall always be bound and liable by the terms, conditions and covenants hereof and on the part of the Allottee/s to be observed, performed and complied with. All the provisions of this Agreement shall ipso facto and automatically apply mutatis mutandis to such transferee/s/assignee/s also.

56. DISPUTE RESOLUTION

Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Real Estate

Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

57. GOVERNING LAW

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

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Description of “**the said Property**”)

All that piece and parcels of land bearing part/Portion of Survey Numbers 122 Hissa No. 2 B and Survey Number 45 Hissa No. 3 B admeasuring in aggregate about 3200 sq. mtrs. or thereabouts lying, being and situate at Village Kasarvadavli, Taluka Thane, situate within the registration district and sub-district of Thane City, and within the limits of Municipal Corporation of Thane and bounded as follows :

On or towards the North: 40 mtrs. Wide Road;
On or towards the South: Vijay Park and Nalanda School;
On or towards the East: Prestin Tower; and
On or towards the West: Entrance of Vijay Park.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Description of “**the said Premises**”)

Apartment/ Shop / Commercial Premises no. _____ on the _____ floor, admeasuring _____ sq. mtrs. which is equivalent to _____ sq. feet (carpet area), as per the definition under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the “said Act”) along with enclosed balcony (if any) admeasuring _____ sq. mtrs. which is equivalent to _____ sq. feet carpet area totaling to _____ sq. mtrs. which is equivalent to _____ sq. feet carpet area {and _____ sq. mtrs. equivalent to _____ sq. feet (carpet area) as per the definition under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, sale, management and transfer) Act, 1963} (hereinafter referred to as “MOFA”) as shown in typical floor plan annexed hereto and the proportionate common areas and facilities, along with _____

covered/mechanized car parking in the Building being known as "FLORENCE" at Kasarvadavli, Next to Vijay Park, Off. Ghodbunder Road. Thane (W) 400 615.

THIRD SCHEDULE ABOVE REFERRED TO:

1. The expenses of maintaining, repairing, redecorating, etc. of the main structure and in particular the terrace, garden and main water pipes, lift and electric wires in, under or upon the building and enjoyed or used by the Premises holder/s in common with the other occupiers of Premises and the main entrance passages, landings, lifts and staircases of the building or enjoyed by the Premises holders used by him/her/them in common as aforesaid and the boundary walls of the building, compound, terraces etc.
2. The cost of cleaning and lighting the passages, water pump, landing, staircases, lift, common lights and other parts of the building used by the Premises holder/s in common as aforesaid.
3. The cost of the salaries of clerks, bill collectors, liftmen, chowkidars, pump-man, sweepers etc.
4. The cost of working and maintenance of common light, water pump, lift and other service charges.
5. Municipal and other taxes such as water charges bills, electricity charges bills, cesses, levy and revenue, N.A. taxes etc.
6. Deposits for the said Building, Water meters, Electric meters, Sewer line etc.;
7. Maintenance and management of common garden & common area of FLORENCE building/ Podium Area.
8. Housekeeping and maintenance of podium and all levels of parking.
9. Insurance of the Building.
10. All the expenses relating to Sewerage Treatment Plant (STP) (if any) including for maintenance, treating water, electricity etc.
11. Such other expenses as are necessary or incidental for the maintenance and upkeep of building and common areas and amenities of project FLORENCE.

IN WITNESS WHEREOF parties herein above named have set their respective hands and signed this Agreement for sale at Thane/Mumbai, Maharashtra in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED by the)
withinnamed “**Promoters**”)

)
MESSR SATGURU LIFESPACES)
having PAN :)

in the presence of :

- 1.
- 2.

SIGNED AND DELIVERED by the)
withinnamed “**Allottee/s**”,)

(1))

PAN:)

(2))

PAN:)

in the presence of

- 1.
- 2.

Annexure - "A"

(Authenticated Copies of the 7/12 Extracts)

Annexure – “B”

(Authenticated Copies of Development Permission and Commencement Certificate dated 02.04.14 and 16.09.16 issued by Thane Municipal Corporation)

Annexure – “C”

(Authenticated Copy of Title Certificate dated 13.02.15)

Annexure – “D”

(Authenticated Copy of the Registration Certificate granted by Real Estate Regulatory Authority)

Annexure – “E”

(Authenticated Copy of the Plan of the Premises agreed to be purchased by Allottee/s)

Annexure – “F”

(Internal Amenities to be provided in the said Premises)

Annexure – “G”

(Common Areas and Facilities to be provided by the Promoter)

Annexure – “H”

(Restricted Areas)

Annexure – “I”

(Copies of the undertaking/indemnities/letters signed by the Allottee/s.)

UNDERTAKING

I/We/M/s. _____ of _____ Indian Inhabitant residing at
_____ do hereby affirms and state as under:-

1. I/We say that by an Agreement for Sale dated _____ and entered into between M/s. _____ of the ONE part (hereinafter referred to as “the said Promoter”) and myself/ourselves of the OTHERPART. I/We have agreed to purchase a Apartment/Shop/Commercial Premises bearing No. _____ in (hereinafter referred to as “the said Premises”) of the building known as “FLORENCE” (hereinafter referred to as “the said Building”) situated at Kasarvadavli, Next to Vijay Park, off. Ghodbunder Road, Thane (W) – 400 615.
2. I/We are giving this undertaking not only for myself but also for my family members, visitors etc. if any. It is understood that reference to myself shall whenever the context so admits include such other persons as stated hereinabove.
3. As agreed to in the aforesaid agreement, I do hereby covenant and undertake with the said Promoter as follows:-
 - a) I/We shall not make any addition or any alteration in the architectural elevation of the said Building and shall not change the outside colour scheme or coating of the said Building.
 - b) I/We shall not make any change in any of the external windows or doors of the premises in the Building by way of shifting, altering, changing the colour or any other way whatsoever.
 - c) I/We am fully aware that I/we are not permitted to install any grills outside the windows and hence undertake not to install or affix any grills on the outside the windows / window sills. Any such grills affixed by me, shall be fitted on the internal sill only on the inside of the windows.
 - d) I/We shall not keep shoe racks in the lift lobby, plants in pots or any other objects on the outside the windows or on the parapets or chajjas, lift lobby or any other common areas and shall not do anything which may cause discoloration or disfiguration or any damage to the said Building.
 - e) I/We shall not affix any collapsible shutters on the outside of “French windows, in case of flat with canopy balcony. Any such collapsible shutter shall be fixed only on the inner side of “French Windows”. I/We shall not cover any chajjas/terraces/balconies or construct any structure or poles or pergolas or trellies on the chajjas/terraces/balconies.

- f) I/We shall not chisel or break or cause any damage to the columns, beams, walls, slabs or R.C.C. Pardis or other structural members in the said Building or on the pardis/parapets/railings provided in the said Building.
- g) I/We shall not enclose any space adjoining to the Main door forming part of the lift lobby/common areas, garage or parking space in my/our possession in any manner whatsoever.
- h) I/We shall not affix the following as these alterations affect architectural elevation of the said Building and cause discoloration on the external elevation.
 - Window in bedroom duct opening, kitchen balcony & kitchen duct.
 - Sills and jambs in kitchen balcony and kitchen duct opening.
- i) I/We am/are also aware that in the plumbing duct, the pipes are to be always kept exposed as these pipes may need periodical/future plumbing maintenance.
- j) I/We shall not carry out any external alteration in the said Premises by way of breaking any walls or beams or chajjas so as to alter the external appearance of the premises, nor shall I/We affix or cause any slabs on voids provided in the said Building.
- k) I/We shall not fix external unit of split A.C. on the outside in elevation. Any such external unit of split A.C. shall be located only inside the duct/space specifically provided (by Promoter) for split A.C.
- l) I/we hereby undertake that I/we shall do any loft (for shop/commercial premises) only after getting prior permission from the Promoter and the Signage of any/our premises will be placed within the provision and as per the drawing given by the site staff.
- m) I/we hereby undertake that I/we shall not construct any Washroom/Toilet (for shop/commercial premises) inside the said Premises.
- n) I/We are aware that no individual DTH/dish antennae will be allowed on the terrace or on the exterior wall/window of the building. I/we are aware that the connection has to be taken only from the Common DTH/dish antennae which is available in the building.
- o) I/We are aware that the Promoter shall permanently retain the right to construct, deal with, dispose of and/or assign the DTH/dish antennae network. The consideration received for such assignment shall belong to the Promoter alone. I/We and/or the Society/Societies shall pay charges (including deposits) as may be charged by the Promoter and/or such assignee(s)

- for availing transmission facilities and network and I/We shall give them all necessary co-operation for enabling them to install, maintain and repair and equipment thereof and I/We shall not be entitled to charge the Promoter and/or their assignee(s) any amount for the said rights or incidental thereto.
- p) I/We confirm of having agreed and undertaken to follow and abide by the rules and regulations that have been made as also those which may be made hereafter from time to time by the said Promoter and/or person/s body in charge of maintaining and/or providing common facilities in the said Building. I/We shall maintain proper code of conduct and discipline in the said Building and give every possible co-operation to the said Promoter and/or any other person or body that may have been appointed by the said Promoter in that behalf, in maintaining cleanliness and good atmosphere in said Building for the better enjoyment of the common facilities by all the persons concerned.
- q) I/We are aware that all electricity bills from date of furniture possession / OC whichever is earlier are payable by me and I will not hold you responsible for any consequences arising of non-payment thereof.
4. I/We do hereby confirm and covenant with the said Promoter that I/We shall always carry out the terms and conditions of this undertaking given by me/us and the same shall be binding upon me/us even after the registration of a Co-operative Society/Societies of premise purchasers of the building when formed and this undertaking shall also be binding upon my/our heirs and successors-in-title and the same shall be agreement for sale dated_____. I/We agree and confirm that in the event of breach of any of the terms of these presents, the said Promoter shall also be entitled interalia to withdraw common facilities provided by them in the said Building and I expressly authorise them to do so.
5. I/We hereby declare, confirm and covenant with the Promoter that in the event of my transferring the said premises and/or my/our right, title and interest in respect thereof in favour of any outside person to the extent and as permitted in the said agreement for sale dated _____, I/We shall obtain an Undertaking to the similar effect from any such purchasers and in the event of my failing to do so, the said Promoter or the Co-operative Society/Societies of premise purchasers of the said Building shall be entitled to refuse to transfer the said premises in favour of such prospective purchaser.

6. I/We hereby further declare and confirm that in the event of me or my heirs and successors -in-title committing any breach or default in any of the provisions of these presents, I and/or my heirs and successors-in-title shall be liable for damages for the loss and damage which may be caused to the said Building and/or to the said Promoter and further the Promoter and the Co-operative Society/Societies of premise purchasers of the said Building as and when formed shall also be entitled to terminate the aforesaid agreement for sale and to recover all damages, costs, from me and / or my heirs and successors-in-title.
7. I/We hereby undertake that I/We shall bear the entire cost of repairs or rectifications required due to alterations / changes carried out by us in our premises in case of damages caused to RCC /STRUCTURE/WATERPROOFING/PLUMBING/CIVIL/ELECTRICAL / INSTALLATION or if the work is not done in a proper manner, even after taking possession. I/We shall bear the entire cost of repairs required in case of any damages to common premises and other premises belonging to other members due to the alterations/changes or interior works carried out by us in our premises.
8. I/We are aware that the building has received the Occupation Certificate, and I/we undertake to pay the Maintenance from this date onwards. I/We are aware that I/we am/are now liable to all future maintenance and/or property tax becoming payable by me/us in respect of the said Premises, and undertake to pay the same when called upon by Satguru Lifespaces.
9. I/We also undertake, that if I/We wish to give the flat on Lease/Rent, it is our responsibility to inform you and also to obtain the necessary POLICE VERIFICATION of the tenants and submit the copy of the same duly acknowledged and confirmed by the concerned Police Station bearing the necessary stamp to the Maintenance office/ In charge of the said Building. We are also aware that this is a mandatory requirement from the Police department.
10. I/We are aware whenever natural Indian/Imported marble is used by Satguru Lifespaces, there are going to be imperfections (cracked texture/ shade variations/ design variations) which someone may view as ' defect' but which are a natural occurrence in the type of the marble. These imperfections are inherent in natural marble and have to be viewed as their natural beauty, as perfect flooring of factory made products like ceramic tiles, mosaic tiles of agglomerated marble etc. does not give the same warmth of feeling. Italian Marble when sourced at the mines occurs in a

cracked texture, which is sliced mechanically. The cracks are filled with resin fillers at the sources itself. These marble slabs are then backed with PVC mesh to avoid further development of cracks during long distance travel and handing. Though utmost care is taken, sometimes, these cracks open during cutting and fixing. Such cracks are filled again with the best imported resins as used internationally. The difference in shade/design depends on the natural occurrence in different types of marble. Even though, we have very huge requirements, we try to accommodate one lot in one confined area/room yet, the same may not match with other area/room.

11. I/We are aware that as per instructions from TMC kitchen/household garbage has to be segregated in dry and wet and should be given to the sweepers. I/We are aware that TMC will not pick the garbage, if it is not segregated.
12. I/We hereby confirm that the representatives of Satguru Lifespaces are allowed to access the said Premises without our prior consent, to view and examine the state and conditions in the said Premises and to check if any unauthorised changes have been done thereof when the said Premises is unoccupied by us and when the interior works are in progress by our persons. Once occupied by ourselves/our tenants/ or any other persons, we will allow access as per our mutually decided time.

Solemnly declared at Thane on this _____ of the year 20____.

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Dear Premises Owner / Occupant,

For your safety and good performance of your building, we wish you to read and confirm that you have accepted the following before taking possession of the said Premises.

- 1] **Plumbing Ducts:** Please note that we do not give any permission for closure of ducts. There is no objection from us for use of the ducts for e.g. for drying clothes, locating condenser units of split AC's, storing household items like mops, buckets etc. However we are categorical on the point that no one can make changes which cause disruption of the rain water flow or closure of the building pipes preventing maintenance. The whole purpose of the service slab is to ensure ease of maintenance of the plumbing pipes particularly in high rise buildings. Doing some painting work or tiling work within can be accepted subject to the following of guidelines and without disturbing the external elevation.

However, if someone is going to close the outlet for the rain water which comes through the external grill or is going to block the building plumbing pipes to make the pipes inaccessible and maintenance impossible, the question of such approvals does not arise and the flat owner must be directed forthwith to remove any such works carried out by him / herself.

2] **Internal changes in Toilet Plumbing:**

To conserve water as per the directions of the Municipal Corporation, we have made arrangements to provide underground water as and when available for the plumbing lines which provide flushing water to the building. These lines are connected to the WC Tanks and Urinals.

Premises owners are hereby cautioned that when their plumbers make changes in the toilets of their premises, they should not connect the flushing line to any other outlet except the WC Tank or Urinal. The other outlets where the flushing water line should not be connected include the complete kitchen, wash basin, shower, washing machine and WC health faucet or jet spray.

The Developers and the Society/Societies will not be responsible for any health hazard if such changes are made.

3] **IMPORTANT NOTE :**

All clients are hereby informed that whenever the washing machine is being installed, flexible outlet of same shall be connected to the outlet provided. Installation must be done as per manufacturer's instructions and through professional / qualified plumbers only, to avoid any further maintenance problems in future.

You are requested to confirm that you have noted the above contents with your signature on the copy of this letter.

For SATGURU LIFESPACES,

I/We confirm,

AUTHORISED SIGNATORY

Signature of Allottee/s