

AGREEMENT

THIS AGREEMENT made and entered into at _____ this ____ day of _____ in the Christian Year Two Thousand Twenty**Two (2022)**

B E T W E E N

THANE SQUAREFEETLIFESTYLES LLP, PAN: **ABTFS7124F**, a Limited Liability Partnership Firm duly registered under Limited Liability Partnership Act, 2008, LLP Identification No.AAB-0632(formerly M/s. Square feet Builders, a duly registered Partnership Firm under the Indian Partnership Act, 1932) having its Registered Office at: Unit No. 309 to 312, Centrum IT Park, Plot No. C-3, Next to Satkar Grande Hotel, Opp. Raila Devi TMC Office, Wagle Estate, Thane (W) - 400604, through its Partners **MR.**_____ hereinafter referred to as the **PROMOTERS** (which expression shall, mean and include its partners or partner for the time being, future partner, the survivors or survivor of them and their respective legal heirs, executors, administrators and permitted assigns) of the **ONE PART**,

A N D

Shri./Smt./M/s. _____

PAN: _____, and

Shri./Smt./M/s. _____

PAN: _____,

having address at _____

hereinafter referred to as the **ALLOTTEE** (which expression shall, unless it be repugnant to the context or meaning thereof, in the case of individual person or persons, mean and include his/her/their respective heirs, executors, administrators and assigns; and in the case of a Partnership Firm, all the Partners for the time being constituting such firm, their survivors and respective heirs, executors and assigns; and in the case of a Company incorporated under the Companies Act 1956, its successors in office and legal assignees, the members for the time being of the Hindu Undivided Family and the respective heirs executors administrators and assigns of such last survivor and shall also mean and include singular and plural as also masculine and feminine gender wherever the context so requires) of the **OTHER PART**

WHEREAS:

A. By and under a Deed of Conveyance dtd.04/11/2010, which is duly registered at Sr. No.TNN-5-11513/2010 in the Office of Sub-Registrar Thane [hereinafter referred to as **Conveyance Deed**], M/s. Square feet Builders purchased and acquired all that piece and parcel of the land bearing Gut No.59A, Hissa No.2A/1 admeasuring 4156 sq.mtrs. and Gut No.59A, Hissa No.16A/1/1 admeasuring 1611 sq.mtrs. and thus in aggregate admeasuring about 5767 sq.mtrs. situate at Village Chitalsar Manapada, Tal. & Dist. Thane and within the limits of Thane Municipal Corporation (**TMC**) and Registration District and Sub-District Thane. However later on having realized that there occurred an error in describing land bearing Gut No.59A, Hissa No.2A/1 admeasuring 4156 sq.mtrs. in the said Conveyance Deed, which in fact was the land bearing Gut No.59A/2/A admeasuring 4156 sq.mtrs. and accordingly by a Deed of Rectification dtd.28/01/2020, which is duly registered at Sr. No.TNN-5-1771/2020 in the Office of Sub-Registrar Thane (hereinafter referred to as **Rectification Deed**) the error so occurred came to be corrected.

B. Under Rule 32(1) of LLP Rules 2009, M/s. Square feet Builders came to be converted to M/s. Thane Square feet Lifestyles LLP vide Certificate of Registration on conversion issued by the Registrar, Maharashtra Mumbai vide Form No.19 dtd.13/08/2012.

C. Thus in view of the aforesaid Conveyance Deed and Rectification Deed and further in view of conversion of M/s. Square feet Builders to M/s. Thane Square feet Lifestyles LLP i.e. the Promoters hereto, the Promoters hereto became the absolute

owners and fully seized and possessed of and otherwise well and sufficiently entitled to land bearing Gut No.59/A/2/A admeasuring 4156 sq.mtrs. and Gut No.59A, Hissa No.16A/1/1 admeasuring 1611 sq.mtrs. and thus in aggregate admeasuring about 5767 sq.mtrs. situate at Village Chitalsar Manapada, Tal. & Dist. Thane and within the limits of TMC and Registration District and Sub-District Thane and the same is hereinafter referred to as **Project Land** and more particularly described in **First Schedule** hereunder written.

D. As per the development plan in force for Thane Municipal Corporation, some portion of the said project land is proposed to be reserved for 40 mtrs. D.P. Road.

E. The Promoters hereto purchased and acquired the Project Land with a view to develop the same by constructing multi-storey buildings thereon by obtaining necessary permissions, sanctions, approvals etc. from TMC and/or other concerned Planning Authorities, Local Authorities etc. and to sell flats and premises in such buildings on ownership basis to prospective purchasers by executing Agreements as per the provisions of the Real Estate (Regulations & Development) Act, 2016 (for short called **RERA**) and the Rules made there under.

F. Shri. Gaurish Kadam, Advocate, by and under his Title Certificate dtd.08/06/2019 has certified that the title to the Project Land is clear and marketable and free from all encumbrances.

G. In order to develop the Project Land in the manner as aforesaid, the Promoters herein entered into standard Agreement with Architect Mr. Anil Jagwani (CA/2001/27699), duly registered with the Council of Architecture (hereinafter referred to as **Architect**) and also with Structural Engineer Mr. Ajay Mahale, (hereinafter referred to as **Structural Engineer**) for the purpose of preparation of the layouts, plans, specifications, drawings, structural designs etc. of the buildings to be constructed on the Project Land and carrying out development thereof with the construction of buildings thereon and the Promoters have agreed to accept the professional supervision of the said Architect and the said Structural Engineer till the completion of the development of the Project Land as stated above, subject to the performing their professional duties with due diligence and expediency and further reserving rights and authority to change, replace or substitute them solely at its discretion and if, deemed fit and proper.

H. The Promoters have obtained the Environment clearance for the said Project Land from the State Level Environment Impact Assessment Authority under their letter dated 24/7/2017 on the terms and conditions therein contained as well also obtained NWBL permission dated 13/8/2019. The Promoter may apply in future for revision to these permissions as per phase wise development of the Project.

I. District Collector Thane vide Order bearing no.Mahasul/K-1 /T-1/NAP/SR-129/2003 dtd.28/10/2003 granted N.A. permission for development of the said Project Land.

J. The Promoters submitted plans for development of the Project Land to TMC through said Architect and Structural Engineer and the same have been approved by TMC as per Permission Certificate vide No.S04/0159/19 NEW/TMC/TDD/ 3340/20

dtd.22/01/2020 (hereinafter referred to as **Initial Approved Plans**) and TMC has also issued Commencement Certificate, vide No.S04/0159/19 NEW/TMC/TDD/3347/20 dtd.23/01/2020 (hereinafter referred to as **Initial Commencement Certificate**). As per the said Approved Plans and Commencement Certificate TMC has permitted the Promoters to construct a Residential Building having Wing-A, Wing-B with Club House Building.

K. Meanwhile the Promoters purchased and acquired Transferable Development Rights (**TDR**) admeasuring 3350 sq.mtrs from Muchhala Magic Land Private Limited, under Deed of Transfer of TDR dtd.25/2/2020, registered at Sr.No.TNN-1/1319/2020 in the Office Sub-Registrar, Thane., under under TDR of Development Rights Certificates (**DRC**) bearing No. Road 047 dated 2/7/2005 under Folio no.TDR6/RD/37/2002 of Sector VI Certificate no. Road 047 to be used and utilized in carrying out construction and development on the said Project Land.

L. Recently the Promoters purchased and acquired Transferable Development Rights (**TDR**) admeasuring 5639 sq.mtrs from M/s Elite Infrastructure Development Corporation, under Deed of Transfer of TDR dtd.07/01/2022, registered at Sr.No.TNN-5/229/2022 in the Office Sub-Registrar, Thane, under TDR of Development Rights Certificates (**DRC**) bearing No.64 (constructed amenity) vide folio no. TDR/SO6/Constructed Road 30-40mt/0646/21 TDR/Sector VI dated 30/12/2021 and Transferable Development Rights (**TDR**) admeasuring 9015 sq.mtrs from Cornell Housing and Infrastructure Pvt Ltd., under Deed of Transfer of TDR dtd.01/02/2022, registered at Sr.No.TNN-5/1489/2022 in the Office Sub-Registrar, Thane, under Development Rights Certificates (**DRC**) bearing No. TDR / SO8 / Road / 20.00mt / 60.00mt / 0415 / 17 / TDR / Sector VIII / Road / 334 to be used and utilized in carrying out construction and development on the said Project Land.

M. The Promoters have commenced the development on Project Land as per the said Initial Approved Plans and while continuing the same amended the said Initial Approved Plans with the use and utilization of TDR purchased as above and obtained sanction for the same from Thane Municipal Corporation vide V.P. No. SO4/0159/19/TMC/TDD/3544/21 dated 29/1/2021 (hereinafter referred to as **Second Approved Plan**).

N. As per the said Second Approved Plans 1(One) Building is permitted to be constructed on the Project Land particularly Residential Building having Wing-A, Wing-B with Club House Building and the same is hereinafter referred to as Proposed Buildings.

O. A copy of 7/12 Extract pertaining to the Project Land is annexed hereto marked as **Annexure-A**. The sketch, showing the boundaries of the Project Land along with Layout, is hereto annexed marked **Annexure-B**. A copy of the said N.A. Order is hereto annexed marked **Annexure-C**. A copy of the Title Certificate dtd.08/06/2019 issued by Shri. Gaurish Kadam, Advocate, is hereto annexed marked **Annexure-D**.

P. The Promoters thus became entitled commence construction of the proposed Building comprising of residential Building consisting of Wing A and Wing B and Club House on the Project Land. The Residential Building (Wing-A) presently comprises of

Ground Floor +12th Floor (Proposed to be Ground Floor +First Floor to 25 (Twenty Five) Floor or more additional floors. The Residential Building 1 (Wing-B) presently comprises of Ground Floor+ First Floor to Twenty (25th) floor. The Club House Building comprises of Ground Floor+ First Floor. The Promoters have named the Complex of said Proposed Building as **Mahavir Square**. The Promoters hereto having obtained all the necessary permissions, sanctions and approval as aforesaid commenced the work of construction of the Proposed Buildings on the Project Land and continuing the same.

Q. The Promoters hereto, while obtaining sanction to the said Initial Approved and/or Second Approved Plans with said Initial and/or Second Commencement Certificate from TMC, have paid to TMC scrutiny fees, development charges, betterment charges, various other charges, costs, expenses, levies, premia etc., which are so payable under D.C. Regulations of TMC. In the same way the Promoters have also paid 2% Project Cost to Chief Conservator of Forests & Directors, Sanjay Gandhi National Park.

R. While sanctioning the said Initial and/or Second Approved Plans and issuing Initial and/or Second Commencement Certificate TMC has laid down certain terms, conditions, stipulations and restrictions, which are to be observed and performed by the Promoters while developing the Project Land and upon due observance and performance of which only Completion/Occupation Certificates in respect of the Proposed Building shall be granted by TMC.

S. With commencement and effect of the Real Estate (Regulations & Development) Act, 2016 (for short called **RERA**) and the Rules made there under, the development of the Project Land has become subject to the provisions thereof. The Promoters therefore submitted Application to the Authority under RERA for registering the development of the Project Land as per the said Initial and/or Second Approved Plans and after due scrutiny thereof the Authority under RERA has granted registration under Section 5 of RERA and provided Registration No. **P51700024701**. The RERA Authority has also created a Web page in respect of the development of the Project Land upon its Website **<https://maharera.it.mahaonline.gov.in>**. The Promoters will apply for additional phases as per revised and/or amended plans in future. The construction of the Proposed Buildings on the Project Land is hereinafter referred to as the **Project**. The Promoters have thus duly complied with provisions of RERA with respect to the Project and as such is now entitled to continue to sell or allot Apartments in the said Complex of buildings named as Mahavir Square to the prospective Allottee/s observing the provisions of RERA.

T. The Promoters have 27 residential premises under affordable housing scheme in the said Building for Economically Weaker Section (EWS) and Lower Income Group (LIG) and upon completion of the construction of the same will hand over the same to Maharashtra Housing and Area Development Authority (MHADA, for short). These 27 premises will be sold by MHADA in the manner and on terms and conditions as MHADA may frame from time to time. The Allottee of these flats and their family members shall be entitled to use and enjoy all the common amenities and facilities which shall be provided by the Promoters in the project at par with the other purchasers in the said. The Allottee of these premises shall be member of the Proposed Co-operative Society to be

formed of the flat/Premises Purchasers of the Project Mahavir Square and shall be liable to pay the charges, Taxes, dues, duties to the Promoter/Society and/or concerned authority as the case may be in the manner prescribed.

U. In the mean time Thane Municipal Corporation has implemented Unified Development Control and Promotion Regulation (UDCPR) for the City Thane. Under the provisions and/or as per the Rules of UDCPR, the Promoters have been benefited with some additional FSI for the Construction. The Promoters by availing the benefits of UDCPR submitted revised Plan to said Corporation. While submitting the said revised Plan the Promoters use the premium as well as ancillary FSI available as per rules. The sanctioned for the said revised plan has been issued by Thane Municipal Corporation on 27/01/2022 and the Commencement Certificate bearing no.SO4/0159/19/(2003/15) TMC/TDD/3886/22 is issued permitting construction Building no.1 Wing A Ground Stilt+1st to 12 upper floors, Wing B Ground Stilt+1st to 25 upper floors, Club House Ground +1st floor, (hereinafter referred to as "**LATEST APPROVED PLAN & LATEST APPROVED COMMENCEMENT CERTIFICATE**"), the Copy of which is annexed herewith and marked as **ANNEXURE E**;

V. The Allottee applied to the Promoters for allotment of a Residential Flat/Premises bearing No._____ having Carpet area _____sq.mtrs. i.e. _____ sq. ft. on _____ floor in _____ wing of the Building **Mahavir Square** being constructed on the Project Land (hereinafter referred to as the **Apartment**); a floor plan whereof is annexed hereto marked **Annexure-F**, and which is more particularly described in the **SECOND SCHEDULE** hereunder written on ownership basis. The Carpet area means net usable floor area of the said Apartment, excluding area covered by external walls, areas under service shafts, appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use for the Allottee, but includes the area covered by the internal partition walls of the said Apartment. The Allottee has also applied to the Promoters to allot to him facility of _____ no. of parking in the parking tower (hereinafter referred to as **Parking Space**), the Location and parking space in parking tower, will be on first come first basis.

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

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

Y. The Allottee has agreed to purchase and acquire and the Promoters have agreed to allot to the Allottee the said Apartment with facility of the said Parking at or for price consideration of **Rs.**_____/- (Rupees_____ Only).

Prior to the execution of these presents the Allottee has paid to the Promoters sum of **Rs.**_____/- (Rupees _____

_____) only),
being part payment of the sale consideration of the Apartment agreed to be allotted by the Promoters to the Allottee, the payment and receipt whereof the Promoters do hereby admit and acknowledge and the Allottee has agreed to pay to the Promoters the balance of the sale consideration in the manner hereinafter appearing.

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

AA. Under section 13 of the RERA, the Promoters are required to execute a written Agreement with the Allottee for sale and allotment of the said Apartment to the Allottee being in fact these presents and the Parties are required to register the same under the Registration Act, 1908.

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

1. The Promoters shall construct the said Proposed Buildings as per the said Initial Approved Plan, Second approved Plan and/or Latest Approved Plans and Initial Commencement Certificate, Second Commencement Certificate and/or Latest Commencement Certificate with amendments thereto; of course by obtaining sanctions for such amended plans from TMC and/or other concerned Authorities from time to time; Provided that the Promoters shall have to obtain prior consent in writing of the Allottee only in respect of variations or modifications which may adversely affect said Apartment, except any alteration or addition required by any Government authorities or due to change in law.

1. (a) (i) The Allottee does hereby agree to purchase and acquire from the Promoters and the Promoters do hereby agree to sell and allot to the Allottee the said Apartment, i.e. Residential Flat/Premises bearing No. _____ having Carpet area _____ sq.mtrs. i.e. _____ sq. ft. on _____ floor in _____ wing of the Building **Mahavir Square** being constructed on the Project Land, a Floor Plan whereof is annexed hereto marked **Annexure-F** and more particularly described in the **Second Schedule** hereunder written on ownership basis at or for the price consideration of **Rs. _____/-** (Rupees _____

_____ only) The common areas and facilities to be provided in the Project Land and the nature, extent and description of which is more particularly described in the **THIRD SCHEDULE** hereunder written.

1. (b) The Allottee has paid on or before execution of this agreement a sum of **Rs. _____/-** (Rupees _____ only) as part payment of the agreed price consideration and hereby agrees to pay to the Promoters the balance of the agreed price consideration being **Rs. _____/-**

(Rupees _____
_____ Only) in the following manner:-

- i. **Rs.** _____/- (Rupees _____
_____ Only) to complete 30% of the agreed price consideration to be paid to the Promoter within **30 days** from execution of Agreement.
- ii. **Rs.** _____/- (Rupees _____
_____ Only) to complete 45% of the agreed price consideration to be paid to the Promoter on completion of the Plinth of the said Ongoing Building in which the said Apartment is located.
- iii. **Rs.** _____/- (Rupees _____
_____ Only) to complete 70% of the agreed price consideration to be paid to the Promoter on completion of the slabs including stilts of the said Ongoing Building in which the said Apartment is located.
- iv. **Rs.** _____/- (Rupees _____
_____ Only) to complete 75% of the agreed price consideration to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- v. **Rs.** _____/- (Rupees _____
_____ Only) to complete 80% of the agreed price consideration to be paid to the Promoter on completion of the sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
- vi. **Rs.** _____/- (Rupees _____
_____ Only) to complete 85% of the agreed price consideration to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the said Ongoing Building in which the said Apartment is located.
- vii. **Rs.** _____/- (Rupees _____
_____ Only) to complete 95% of the agreed price consideration to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appurtenant and all other requirements as may be prescribed in the Agreement of sale of the said Ongoing Building in which the said Apartment is located.
- viii. **Rs.** _____/- (Rupees _____
_____ Only) being the balance of the agreed price consideration against and at the time of handing over of the possession of the

Apartment to the Allottee on or after receipt of Occupancy Certificate or Completion Certificate.

1. (c) The Total Price above excludes Taxes (consisting of Value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project) paid or payable to the Government and/or other concerned Authorities up to the date of handing over the possession of the said Apartment; as the Promoters, as facilitator; is collecting the same to be so paid to the Government and/or other concerned Authorities; and as such the Allottee shall pay all such taxes as his share to be in proportion to the price paid or payable by the Allottee as and when demanded by the Promoters.

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

1. (e) 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 Promoters undertake and agree that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters shall enclose the said notification/order/rule/ regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

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

dimensions are unfurnished structural dimensions (f) the carpet area of toilets includes ledge walls (g) RERA carpet area is inclusive of Cupboard area and enclosed balcony. (h) E.P area or service slab area if any are subject to approval by Thane Municipal Corporation (i) The plans are for space planning purposes only (j) with the implementation of UD CPR may force the Promoters to changes the building plan, No. of floors, Location of Amenities, ancillary area, elevation, E.P area in which case the Promoter will not be held responsible or liable for any breach or violation of the terms and conditions of Letter of Allotment or this Agreement.

1. (g) The Promoters shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said Building in which the said Apartment is situated is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (Three Percent). The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoters shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1. (h) The Allottee authorizes the Promoters to adjust/appropriate all payments made by him under any head (s) of dues against lawful outstanding, if any, in his name as the Promoters may in their sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoters to adjust his payments in any manner.

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

2. The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said latest Approved Plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

2.1 Time is essence for the Promoters as well as the Allottee. The Promoters shall abide by the time schedule for completing the Project and handing over the said Apartment to the Allottee and the common areas to the Apex Body of the Societies, Associations or Companies of the Allottee of the apartments in the buildings to be constructed on the Project Land after receiving the Occupancy Certificate or the Completion Certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters as provided in Clause 1 (c) herein above.

2.2 The Allottee agrees and undertakes to pay the purchase consideration as mentioned above as per the respective instalment and as & when it shall mature for payment. The payment of concerned instalment is linked with the stage wise completion of the said Building. Upon completion of each stage, the Promoters shall issue Demand Letter to the Allottee/s by RPAD/courier/hand delivery at the address of the Allottee/s mentioned in this Agreement as well as by email on Allottee email address _____ . Along with said demand letter Promoters shall enclose Certificate of Architect, inter-alia, certifying the completion of such stage. Said certificate shall be conclusive proof about completion of such stage. Within 7 (seven) days of receipt of such Demand Letter by RPAD/courier/email/hand delivery, whichever is earlier, Allottee shall make the payment of respective instalment and on failure thereof by the Allottee, the Promoters shall become entitled to take all such legal steps for breach of contract as contemplated under the provisions of Contract Act. Without prejudice to what is stated above, the Allottee shall become liable to pay interest as specified in Maha Rera Rules on all delayed payments, if the Allottee commits any delay in making such demanded payment. In addition to such rights and without prejudice to such rights, the consequences as contemplated hereinafter shall also become applicable and effective on failure of the Allottee to make demanded payments within stipulated time.

3. The Promoter hereby attached the Development potentiality Certificate stating the Floor Space Index (FSI) available as on date as per the said latest Approved Plan in respect of the Project Land. The Promoters have planned to utilize additional/floating FSI of the Project Land and also 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 development of the said Project Land. The Promoters have disclosed the FSI as proposed to be utilized by it on the Project Land and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoters by utilizing the proposed FSI, TDR etc. as aforesaid and on the understanding that the declared proposed FSI, TDR etc. shall belong to Promoters only. The Development potentiality certificate issued by the said Architect in respect of said Project Land is attached herewith and marked as **Annexure G**. The Promoters hereby specifically declare that while receiving sanction to the latest approved Plan dated 27/01/2022 there are certain changes in the layout plan regarding entry for

the Project, parking tower, services for the project, stilt area for the parking etc. In the same way the position of parking and/or no of parking for two wheelers and/or four wheelers has been increased and/or decreased however the Allottee/s shall never raise any objection about the size, number and location of these amenities and services in future. The Promoters hereby specifically informing the Allottee/s that they may avail the additional benefits available under provisions of UDCPR any time in future and pursuant to that the latest approved plan may undergo revision/amendments. The Allottee is/are giving his/her Consent for obtaining all the benefit of UDCPR and/or loading additional TDR on the said project land. While availing such additional benefits of UDCPR the said latest approved plan dated 27/01/2022 shall undergo revision, amendment and due to such amendment, the Location of amenities like Club House internal road/s, RG area, location of STP, ancillary area, Location of Transformer, Location of overhead & underground tank etc. as shown in the said latest approved plan, shall also be relocated and/or its size may get increase or decrease. The Promoters shall use the ancillary area which is available as per UDCPR.

4.1. If the Promoters fail to abide by the time schedule for completing the Project and handing over the said Apartment to the Allottee, the Promoters agree to pay to the Allottee, who does not intend to withdraw from the Project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoters, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee to the Promoters and in such eventuality the Promoters shall be entitled to levy additionally Service Tax, GST, VAT etc. to be paid over to the Government and/or other concerned Authorities.

4.2 Without prejudice to the right of Promoters to charge interest in terms of Sub Clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoters under this Agreement (including his proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of instalments, the Promoters shall at their own option, may terminate this Agreement: Provided that, Promoters shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, Promoters shall be entitled to terminate this Agreement.

PROVIDED FURTHER that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoters) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoters with

deduction of 10% of and from the same as cancellation charges and in such eventuality the Promoters shall be entitled to levy additionally Service Tax, GST, VAT etc. and deduct or adjust the same to be paid over to the Government and/or other concerned Authorities; Provided further that the Promoters shall have no liability to pay to the Allottee the payments made by the Allottee towards Stamp Duty, GST etc. and provided further upon such termination Allottee shall not be entitled to have any claims, demands, actions whatsoever against the Promoters under these presents or otherwise in any manner whatsoever and the Promoters shall be absolutely free and entitled to sell, allot, transfer the said Apartment to any third party and the Allottee hereto shall have absolutely no right to obstruct or object the same.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoters in the said Building and the Apartment are as set out in **Annexure-H** annexed hereto.

6. The Promoter shall give possession of the said Premises to the Allottee on or before **31/12/2025**. If the Promoters fail or neglect to give possession of the said Apartment to the Allottee on account of reasons beyond their control and of their agents by the aforesaid date then the Promoters shall be liable on demand to refund to the Allottee the amounts already received by them in respect of the said Apartment with interest at the same rate as may mentioned hereinbefore from the date the Promoters received the sum till the date the amounts and interest thereon is repaid. The Allottee/s shall be entitled to claim the refund only after expiry of below mentioned 12 months.

PROVIDED THAT the Promoters shall be entitled to reasonable extension of twelve month time for giving delivery of Apartment on the aforesaid date, if the completion of said Building in which the said Apartment is to be situated is delayed on account of -

(i) war, civil commotion or act of God ;

(ii) any notice, order, rule, notification of the Government and/or other public or competent Authority/Court.

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

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

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

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

(vii) any force majeure of procedural delay in obtaining the amended plan, further Commencement Certificate, Occupation Certificate, the Building Completion Certificate from the concerned authorities or for any other reason (not limited to the reasons

mentioned above) beyond the control of or unforeseen by Builders which may prevent restrict interrupt or interfere with or delay the construction of the said Building on the said Property. However, under no circumstances shall the Allottee be entitled to possession of the said Premises without first paying to Builders all the amounts, including interest if any, due under this Agreement, maintenance deposit including interest, if any, due thereon. G.S.T. or any other taxes/charges (statutory or otherwise, current or future), if applicable, shall be borne and paid by the Allottee alone.

7.1. PROCEDURE FOR TAKING POSSESSION- The Promoters, upon obtaining the Occupancy Certificate from the Competent Authority and the payment made by the Allottee as per this Agreement shall offer in writing the possession of the said Apartment to the Allottee in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the Promoters shall give possession of the said Apartment to the Allottee. The Promoters agree and undertake to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoters. The Allottee agrees to pay the maintenance charges as determined by the Promoters or Association of Allottees in the said Building and other buildings constructed on the Project Land, as the case may be. The Promoters on their behalf shall offer the possession to the Allottee in writing within 7 days of receiving the Occupancy Certificate of the said Building in which the said Apartment is situated.

7.2 The Allottee shall take possession of the said Apartment within 15 days of the written Notice from the Promoters to the Allottee intimating that the said Apartment is ready for use and occupancy.

7.3 FAILURE OF ALLOTTEE TO TAKE POSSESSION OF [APARTMENT]: Upon receiving a written intimation from the Promoters as per Clause (7.1) above, the Allottee shall take possession of the said Apartment from the Promoters by executing necessary indemnities, undertakings, Consent Letter and such other documentation as prescribed in this Agreement and the Promoters shall give possession of the said Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in Clause (7.1) above, the Allottee shall continue to be liable to pay maintenance charges as applicable. In case the Allottee fails to take possession of the said Premises on or before the Possession notice period then in such an event the Promoter shall be entitled to charge holding charges at the rate of Rs.10/- per square feet per month which the Allottee shall be liable to pay simultaneously against taking possession or prior thereto.

7.4 PROCEDURE FOR TAKING POSSESSION:-

a) Within 15 (fifteen) days of receipt of the Possession Notice, the Allottee shall be liable to bear and pay his/her/its proportionate share i.e. in proportion to the carpet area of the said Apartment, of outgoings in respect of the Real Estate Project and including inter-alia, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the TMC or other 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 Real Estate Project and/or the said Project Land

and Until the Society is formed and the Society Conveyance is duly executed and registered, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter at its sole discretion. The Allottee further agrees that till the Allottee's share is so determined by Promoter at its sole discretion, the Allottee shall pay to the Promoter provisional monthly contribution per month towards the outgoings that may be decided by the Promoter. At the time of being handed over possession of the said Apartment for fit outs, the Allottee shall pay to the Promoter the Adhoc Maintenance Deposit being a lump-sum amount towards initial outgoings expenses as set out above. The amounts so paid by the Allottee to the Promoter shall not carry any interest and shall remain with the Promoter until the Society Conveyance is duly executed and registered. On execution of the Society Conveyance, the aforesaid deposits less any deductions as provided for in this Agreement shall be paid over by the Promoter to the Society. The monthly maintenance charges shall be distributed on all the Apartment Allottee as per the area.

b) Upon taking possession of the said Apartment, the Allottee, if so desires to carry out any interior work in the said Apartment, he shall be bound to submit to the Promoters full-fledge drawings, plans, specifications etc. in respect thereof at least 15 days prior to commencing the same and he shall not commenced the same unless and/or without obtaining in writing permission from the Promoters for the same. Further in such eventuality the Allottee shall be bound to deposit with the Promoters Rs.50,000/- (Rupees Fifty Thousand Only) as interest free fit-out deposit ("said Fit-out Deposit") for carrying out interior work in the said Apartment, etc. and to ensure that there is no damage to the said Apartment or any damage to any other part of the in the Building in which the said Apartment is situate and/or the Facilities, Amenities etc. provided in the said Apartment and/or the said Building in which the same is situate. The said Fit-out Deposit shall be forfeited in the event of non-compliance with any of the terms and conditions as stated in the Promoters' NOC by the Allottee. Forthwith upon completion of the interior work of the said Apartment and the Project Architect issuing a Certificate that no damage to the said Apartment or any damage to any other part of the said Building/Facilities, Amenities etc. whatsoever has been caused due to interior work carried out in the said Apartment by the Allottee, the Promoter shall refund the said Fit-out Deposit at the time of hand over of the new Building to the Adhoc committee and/or to the Society subject to the terms set out in this Agreement, after deducting there from all such amounts in respect of damages, if any, caused to the said Apartment or any damage to any other part of the said Building/Facilities, Amenities etc. whatsoever has been caused due to interior work carried out in the said Apartment by the Allottee.

8. If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoters any structural defect in the Apartment or the building in which the Apartment are situated or any defect on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoters compensation for such defect in the manner as provided under the Act. Notwithstanding anything contained herein above, the Allottee doth hereby admit and accept that the

Promoters have disclosed to him/her/them about various guarantees and warranties taken from and or given by the suppliers of services, articles and fixtures along with details of their contact nos. All such guarantees and warranties are valid for a stipulated period from the date of supply. In the circumstances, in case of accrual of any defect in said fixtures, goods or services, the Allottee their association as the case may be, shall be required to firstly contact the said service provider and to get rectified the defects from them under guarantees and warranties. The Allottee understands that Promoter have taken all precaution in respect of workmanship, quality of fixtures, and provision of services and have also ensured as stated above, the requisite minimum years of guarantee/warranty. In the circumstances, Allottee shall be under obligation to exhaust and utilize the said guarantee/warranty for requisite rectification and shall not unnecessarily require the Promoter for rectification of defects. The Allottee also accepts and understands that for said guarantee/warranty, the Promoters have already incurred requisite costs so as to assure the Allottee requisite protection for the said period of five years against defect liability.

8.(a) Notwithstanding anything contained in clauses the Allottee doth hereby admit and accept that he/she/they shall not be entitled to seek the rectification within 5 years as provided from the Promoters and/or at the costs of Promoters if such defects occur a) due to carrying out any structural additions or alterations or internal changes/repairs/renovations by the Allottee in and over the said apartment and or b) due to causing of any damage to the fixtures/services provided to the said apartment, by the acts and/or omissions on the part of the Allottee and/or anybody claiming through or under him/her/them as the case may be and/or, c) due to any man handling and/or any misuse of the said Apartment and/or of the said amenities, fixtures, etc. and/or, d), and/or for due to carrying out renovation by any other Allottees and additions or alterations or structural changes/internal changes by any other Allottee within his/her/their respective Apartment and thereby causing of any damages by them to the said building or any part thereof as the case may be.

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

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

8(d) If Due to renovation and additions or alterations or structural changes/internal changes by Allottee within his/her/their respective Apartment, and thereby causing of any damages to the Apartment of any other Allottee, then the Allottee shall rectify such defect or reimburse the amount to such other Allottee.

9. The Allottee shall use the said Apartment or any part thereof or permit the same to be used only for purpose of residence and shall use the said Parking Tower only for purpose of keeping or parking vehicle.

10. The covered car parking that shall be provided in mechanical parking tower and as per availability. Further the covered car parking tower being mechanical in nature no specific allotment shall be made nor shall any Allottee have a fix location of car parking space and availability of covered car parking space shall be on a first come first use basis. Save and except car parking space, if any, allotted to the Allottee all other car parking spaces belongs to the Promoters and Promoters alone are entitled to allot the same to the other Premises purchasers at their own discretion. Availability of parking space shall be on a first come first basis. No permanent allotment shall be made for parking space. All un-allotted covered car parking spaces in the said building & parking tower shall belong to the Promoters will be dealt with by the Promoters in the manner it deems fit and the Promoters alone will be entitled to the use and disposal of the same in the manner they deem fit and proper. The Allottee agree and undertake that he shall not be entitled to raise any objections towards the location of car parking space at any time and shall not challenge the same in future.

11. The Allottee along with other Allottees of the Apartments in the said Building in which the said Apartment is situated, shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute the Application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws, rules and regulations, the Memorandum and/or Articles of Association, as the case may be, of the proposed Society, Association or Company and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the Allottee, so as to enable the Promoters to register such Society, Association or Company. No objection shall be taken by the Allottee if any changes or modifications are made in the draft bye-laws, rules and regulations or the Memorandum and/or Articles of Association, as may be, required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

12. a) The Promoters shall, within three months of registration of the Society or Association or Limited Company of the Allottees of the Apartments in the said Building, as aforesaid, cause to be transferred to such Society, Association or Company all the right, title and the interest of the Promoters in the said structure of the said Building in which the said Apartment is situated.

12. (b) The Promoters shall, only after completing the construction of the last of the wing to be constructed on the Project Land and obtaining Occupancy Certificate in respect thereof, form and register Federation/Apex Body of the Societies, Associations or Companies of all the buildings constructed in the said Project Land, to be known by such name as the Promoters may decide and for this purpose also from time to time the Allottee shall sign and execute the Application for registration and/or membership and the other

papers and documents necessary for the formation and registration of such Federation/Apex Body and for becoming a member, including the bye laws, rules and regulations, the Memorandum and/or Articles of Association, as the case may be, of the such Federation/Apex Body and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the Allottee, so as to enable the Promoters to register such Federation/Apex Body. No objection shall be taken by the Allottee if any changes or modifications are made in the draft bye-laws, rules and regulations or the Memorandum and/or Articles of Association, as may be, required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. The Promoters shall, within three months of registration of the Federation/Apex Body of the Societies, Associations or Companies of all the buildings in the said Project Land, as aforesaid, cause to be transferred to such Federation/Apex body all the right, title and the interest of the Promoters in the Project Land on which such buildings are constructed.

13. Within 15 days after notice in writing is given by the Promoters to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the Project Land and buildings constructed thereon 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 Project Land and buildings constructed thereon. Until the Society, Association or Company of the said Building is formed and the said Building is transferred to it, the Allottee shall pay to the Promoters such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoters advance Maintenance of **Rs.**_____/- . The amounts so paid by the Allottee to the Promoters shall not carry any interest and remain with the Promoters until a Conveyance of the said Building is executed in favour of the Society, Association or Company as aforesaid. On such Conveyance being executed for the said Building aforesaid, deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters to such Society, Association or Company, as the case may be. The monthly Contribution is calculated on assumption basis and it may increase with increase in above mentioned expenses and the Allottee/s shall be liable to pay the same. The Allottee/s and/or the Allottee/s shall not claim the maintenance charges on the unsold flats.

14. MACHINERY/EQUIPMENTS

- 1) Machinery/equipments viz STP, Generator system, Parking Tower, Sub Station etc are manufactured by the some known brand having good reputation in the industry. They also come with warrantee/Guarantee period and after the period of warrantee/Guarantee, the organization of the Allottees in the Project will be bound to award maintenance contract to well known and reputed authorized service provider of the manufacturer. All machinery/equipment in spite of all precautionary measures may occasionally malfunction which cannot be avoided. The Allottee/s or

its organization will not make any grievances about malfunctioning and will not hold Promoters responsible for such malfunctioning and any incidental loss or damages to the Allottee/s or anyone claiming through, by or under him.

- 2) Some of the equipments/amenities/facilities require regular maintenance service through authorized service provider to maintain it in proper condition. The organization of the Allottees in the Project will be responsible to award Annual Maintenance contract (AMC) to well known reputed authorized service provider of the equipment and to ensure that all consumable and spare parts of original equipments Manufacturer (OEM) are used and not any other substitute. If the organization of the Allottees in the Project fails to make AMC and/or replaces spare with other than OEM and said equipment get damaged, the Promoters will not be held responsible and liable for any damages to those equipments. Similarly, some of the equipments require regular operation maintenance and usage and if are left un operated/unused for long time it may start rusting and may become redundant and unusable, therefore the organization of the Allottees in the Project will have to ensure that it is regularly used inspected and serviced. If the organization of the Allottee in the Project fails to maintain the same as per maintenance manual, the Promoters will not be responsible or liable for non-functioning and any loss or damages due to such non-functioning. If such equipments remain unused and get damaged, defect liability of such equipments will become automatically null and void. All that is provided hereinabove is applicable with respect to equipments and amenities provided in the Project such as Fire Prevention System, STP, DG Sets, OWC, Parking Tower & Sub Station etc.
- 3) The organization of the Allottee in the Project shall at its own cost renew and maintain all Annual maintenance Contract(AMC) of all equipments viz. Lift, STP, Fire Fitting System, OWC etc. and all other amenities provided to the Project from the well known reputed authorized service providers. If the organization of the Allottee in the Project fails to renew any of the AMC and those equipments suffer damages the Promoters shall not be held responsible for any loss of life of property or damage or any untoward incident ensuing there from and it will be only the Allottees in the Project and/or their organization shall be responsible and liable for the same and the Promoters shall have absolutely no liability whatsoever in that behalf.
- 4) The Allottee hereby agrees and undertakes that he will not do or omit to do any act which would damage said Apartment and/or any part of the building in which the same is situate and/or the said Project in general and/or any machinery/equipments provided in the said Project and/or the buildings therein and/or the other Allottees in the Project and/or the Promoters and the Allottee does hereby indemnify, keep indemnified, harmless and defended the Promoters against all costs, expenses, charges and damages ensuing there from.
15. The Allottee shall on or before delivery of possession of the said Apartment pay to the Promoters, the following amounts:-

- (i) Rs.501/- for share money, application entrance fee of the Society, Association or Company to be formed of the Allottees in the said Building.
- (ii) Rs.5,000/- for formation and registration of the Society, Association or Company to be formed of the Allottees in the said Building.

16. In case of any brokerage being paid with respect to the booking or allotment of the Premises agreed to be sold to the Allottee an amount equivalent to brokerage paid with applicable taxes to the channel partner and incidental costs shall also be deducted; the Builders will be entitled and authorized to unilaterally forfeit 30% (thirty per centum) of all the amounts till then paid towards earnest money by the Allottee to the Builders as and by way of mutually agreed and quantified liquidated damages;

17. The Allottee shall on or before delivery of possession of the said Apartment pay to the Promoters the amounts and sums being his proportionate share towards development charges, betterment charges, municipal charges, charges/taxes for land under development, balcony premium etc. in proportion to the area of the said Apartment. The amounts and the sums so to be paid by the Allottee shall be decided by the Promoters and the same shall not be disputed by the Allottee anytime thereof;

18. In case, if there is any increase in the taxes levied by the Local Authorities i.e. Thane Municipal Corporation, such as Property tax, water charges, or any increase in the actual cost of maintenance charges and any other outgoings, then whatever difference amount to be paid shall be borne and paid by the Allottee only and the Promoters will not be held liable/responsible for such increase in any manner whatsoever. The Promoters shall be entitled to utilize such amounts for the aforesaid purpose and balance, if any, shall remain with the Promoters until Conveyance/ Lease is executed in favour of the Society. The Allottee undertake to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. On the share of the Allottee in the outgoings on the basis of the assessment of the building for municipal taxes, water taxes etc. being finally determined if such determined share of Allottee is more than the proportionate share of outgoings paid by the Allottee under this agreement then the Allottee shall be liable to bear such loss/deficit and on demand make good the same to the Promoters from the date of the Promoters liability to pay the outgoings, municipal taxes, water charges etc.

19. The Allottee shall on or before delivery of possession of the said Apartment pay to the Promoters Service Tax, VAT, LBT, GST any other future levies/taxes) taxes as applicable from time to time with respect to sale and allotment of the said Apartment to the Allottee and this Agreement and also with respect to payments as mentioned above.

20. It is specifically agreed and understood that aforesaid amounts shall be paid by the Allottee to the Promoters to defray the cost, expenses, charges etc. made and/or may be required to be incurred by the Promoters from time to time and hence if there is any additional cost, expenses, charges etc. required to be paid in these regards, the Allottee shall be liable to pay the same when demanded. It is made clear and specific that the Promoters shall not be under obligation to maintain separate account in these regards,

nor liable to give account thereof to the Allottee hereto, nor the Allottee shall be entitled to demand the same.

21. The Promoter hereby agree and accept that even though Promoters shall be facilitating and making arrangement for various utility services such as water, electricity, drainage etc. the Promoter shall not be responsible for non supply or interrupted or defective supply of such services by the concerned competent authorities/institutions. The Allottee/s is/are accept/s and understand/s that since Promoters are not the service provider of the said utility services, they cannot be held responsible for non supply or interrupted supply and/or defective supply as the case may be of the said services.

22. The Promoters shall, only after completing the construction of the said Building in which the said Apartment is situated as per the said Initial Approved Plans, second Approved Plan and/or Latest Approved Plan as per the revised/amended plans with the use and utilization of floating FSI/TDR which are got approved by the Promoters from concerned Authority from time to time as stated hereinabove and after obtaining Occupancy Certificate or Completion Certificate in respect of said Building cause to be transferred to the Society, Company or Association of the Allottees of the Apartments in said Building all the right, title, claim and interest in that part of the Project Land on which said Building is situate and said Building (excluding the Parking Tower meant for parking) by obtaining or by executing necessary Deed of Conveyance or any other deed/document. The Allottee shall also not be entitled to demand such Conveyance until such time unless and until the development of the Project Land is completed in all respects as stated herein and until all the Apartments in the buildings constructed thereon are sold and allotted by the Promoters. The time for execution of such Deed of Conveyance or any other deed/document of transfer in the manner as aforesaid shall arrive only after the entire development of the Project Land in the manner stated herein is completed by the Promoters in all respects.

23. At the time of registration of Conveyance of the structure of the said Building, the Allottee shall pay to the Promoters, the Allottee's share of Stamp Duty and Registration Charges payable, by the said Society, Association or Company on such Conveyance or any document or instrument of transfer in respect of the said Building. At the time of registration of Conveyance of the Project Land, the Allottee shall pay to the Promoters, the Allottee's share of Stamp Duty and Registration Charges payable by the said Federation/Apex Body on such Conveyance or any document or instrument of transfer in respect of the buildings constructed on the Project Land and the Project Land to be executed in favour of the said Federation/ Apex Body. The Society, Association or Company shall not claim any maintenance charges for the unsold flats, Apartments and/or Premises in the Project.

24. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS:-

The Promoters hereby represent and warrant to the Allottee as follows:

- i. The Promoters have clear and marketable title with respect to the Project Land as declared in the Title Report annexed to this Agreement and have the requisite rights

to carry out development upon the Project Land and also have actual, physical and legal possession of the Project Land for implementation of the Project;

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

iii. There are no encumbrances upon the Project Land or the Project;

iv. There are no litigations pending before any Court of law with respect to the Project Land or Project;

v. All Approvals, Licenses and Permits issued by the Competent Authorities with respect to the Project, Project Land and said Building are valid and subsisting and have been obtained by following due process of Law. Further, all approvals, licenses and permits to be issued by the Competent Authorities with respect to the Project, Project Land and said Building shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, said Building and common areas;

vi. The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

vii. The Promoters have not entered into any agreement for sale and/or Development Agreement or any other Agreement/ arrangement with any person or party with respect to the Project Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

ix. At the time of execution of the Conveyance Deed of the structure of the said Building to the Society, Association or Company of the allottees, the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure of the said Building to such Society, Association or Company;

x. The Promoters have 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 Project to the Competent Authorities till possession of the said Building is handed over to the Society, Association or Company of the Allottees therein;

xi. No Notice from the Government or any other local body or Authority or any Legislative Enactment, Government Ordinance, Order, Notification (including any Notice for acquisition or requisition of the Project Land) has been received or served upon the Promoters in respect of the Project Land and/or the Project.

25. The Allottee or himself with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoters as follows :-

- i. To maintain the said Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the said Apartment is taken and shall not do or suffer to be done anything in or to the said Building in which the said Apartment is situated 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 said Apartment is situated and the said Apartment itself or any part thereof without the consent of the Local Authorities, if required.
- ii. Not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building in which the said Apartment 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 Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the said Building in which the said Apartment is situated or the said Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Promoters to the Allottee and shall not do or suffer to be done anything in or to the said Building in which the said Apartment is situated or the said Apartment 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 committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned Local Authority and/or other Public Authority.
- iv. Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the said Building in which the said Apartment is situated and shall keep the portion, sewers, drains and pipes in the said Apartment 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 said Building in which the said Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Apartment without the prior written permission of the Promoters and/or the Society, Association or Company of the Allottees in the said Building.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land and the said Building in which the said Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the Project Land and the said Building in which the said Apartment is situated.

- vii. Pay to the Promoters within fifteen days of demand by the Promoters his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the said Building in which the said Apartment is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Apartment by the Allottee for any purposes other than for the purpose for which the same is allotted.
- ix. Not to erect or fix grills to windows, balconies, other openings in the said Apartment otherwise than the design and specifications finalized by the Promoter which have been made known to the Allottee.
- x. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Apartment until all the dues payable by the Allottee to the Promoters under this Agreement are fully paid up and until the Society, Association or Company of the allottees in the said Building is formed and registered and the said Building is handed over to such Society, Association or Company as the case may be and if the Allottee transfers the said Apartment and said Parking Space to any third party before such time, the Allottee shall have to obtain written consent and no objection from the Promoters.
- xi. The Allottee shall observe and perform all the rules and regulations which the Society, Association or Company of the Allottee of the said Building and/or Apex Body or Federation of various buildings constructed or being constructed or to be constructed may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the said Apartment 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 shall also observe and perform all the stipulations and conditions laid down by the Society, Association or Company of the allottees of the said Building and/or Apex Body or Federation of various buildings constructed or being constructed or to be constructed regarding the occupancy and use of the Apartment 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.
- xii. Till a conveyance of the structure of the said Building in which said Apartment is situated is executed in favour of Society, Association or Company of the allottees in the said Building, the Allottee shall permit the Promoters 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.
- xiii. Till a conveyance of the Project Land on part of which the said Building in which said Apartment is situated and of other buildings constructed or being constructed or to be constructed therein is executed in favour of the Apex Body or Federation of Societies, Associations or Companies of all such buildings, the Allottee shall permit the Promoters

and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Project Land or any part thereof to view and examine the state and condition thereof.

xiv. Not to shift or alter the position of the kitchen or the piped gas system or the toilets in the Premises which would affect the drainage system of the said Premises / Building in any manner whatsoever.

xv. Not to stick or affix pamphlets, posters, or any paper on the walls of the building or in any portion of the project.

xvi. Not to erect or fix grills to windows, balconies, other openings in the said Premise otherwise than the design and specifications finalized by the Builder which have been made known to the Allottee.

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

xviii. The Society, Association or Company shall not claim any maintenance charges for the unsold flats, Apartments and/or Premises in the Project.

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

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

28. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment and said Building or any part thereof and/or of any part of the Project Land. The Allottee shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters until the said structure of the said Building is transferred to the Society, Association or Company or other body of the Allottee in the said Building and until the Project Land is transferred to the Apex Body /Federation as hereinbefore mentioned.

29. It is hereby expressly agreed, clarified and understood that so long as it does not prejudice the rights created in favour of the Allottee under this Agreement in respect of the said Apartment, Promoters shall be absolutely, irrevocably and unconditionally entitled to and have the right to create charges or liens on, encumber, mortgage, sell, assign, transfer, dispose off, or otherwise deal with in any manner howsoever all or any of their rights, benefits, interest, title, privileges, and/or claims including development rights in respect of the said project land and/or the construction thereon or any part or parts thereof, including the said Building without any notice to the Allottee and the Allottee has given and granted his/her/their/its specific, full free, unqualified and irrevocable consent to Promoters to do so. As part of any such arrangement by Promoters all or any of the responsibilities and/or obligations of Promoters may be shifted or transferred to

any other person or persons. All such arrangements by Promoters shall be binding on the Allottee. The Promoters undertake to clear the aforesaid encumbrances, if any, in respect of the said flat or building in which same is situated prior to the execution and registration of the Deed of Conveyance/ in favour of the Society and Promoters shall indemnify and keep the Allottee fully indemnified against all claims of any nature whatsoever that may be made against the Allottee in respect of the said flat by virtue of any encumbrances created as aforesaid.

30. **PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE:** After the Promoters execute this Agreement they shall not mortgage or create a charge on the said Apartment 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 who has taken or agreed to take such said Apartment.

31. **BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Promoters do not create a binding obligation on the part of the Promoters or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoters. If the Allottee fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums paid by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

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

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

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

35. That the Promoter shall not be responsible for any damage caused to the said Apartment on account of delay in taking over possession by the Allottee and in such an event the Allottee will have to take possession of his Apartment on as is where is basis,

provided that the Purchaser shall continue to be liable to pay maintenance charges from the date of offer of possession.

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

37. 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 Apartment, the said Building and/or the Project Land or any part thereof, as the case may be.

38. RIGHT TO AMEND

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

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

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

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

41. Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment schedule and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter this Agreement within 15 (fifteen) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Builders, then the Builders shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser, application of the Allottee shall be treated as cancelled and all sums paid by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever after deducting the charges as contained in this Agreement.

42. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the RERA 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 RERA and/or the Rules and Regulations made there under and/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.

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

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

44. FURTHER ASSURANCES

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

45. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoters through its authorized signatory at the Promoters Office or at some other place, which may be mutually agreed between the Promoters and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoters or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar.

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

47. That all notices to be served on the Allottee and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoters by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee:- _____

Add:- _____

Notified Email ID:- _____

Name of the Promoter:- THANE SQUAREFEETLIFESTYLES LLP

Add:- Unit No. 309 to 312, Centrum IT Park, Plot No. C-3, Next to Satkar Grande Hotel, Opp. Raila Devi TMC Office, Wagle Estate, Thane (W) – 400604.

Notified Email ID: mahavirsquare.crm@gmail.com

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

48. JOINT ALLOTTEES

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

49. STAMP DUTY AND REGISTRATION:

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

50. DISPUTE RESOLUTION:

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Regulatory Authority as per the provisions of RERA and Rules and Regulations, thereunder.

51. 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 specified under RERA will have the jurisdiction for this Agreement.

THE FIRST SCHEDULE REFERRED TO ABOVE

(Project Land)

All that piece and parcel of the land bearing Gut No.59/A, Hissa No.2/A admeasuring 4156 sq.mtrs and Gut No.59A, Hissa No.16A/1/1 admeasuring 1611 sq.mtrs. and thus in aggregate admeasuring about 5767 sq.mtrs. situate at Village Chitalsar, Manapada, Tal. & Dist. Thane and within the limits of TMC and Registration District and Sub-District Thane and bounded as follows:

Towards the East : Forest & 40 mt DP Road

Towards the West : Forest

Towards the North : Forest

Towards the South : 40 mt DP Road

THE SECOND SCHEDULE REFERRED TO ABOVE

(Apartment)

The Residential Flat/Premises bearing No. _____ having Carpet area _____ sq. mtrs. i.e. _____ sq. ft. on _____ floor in the Building described as Wing-_____ of Mahavir Square being constructed on the Project Land.

THE THIRD SCHEDULE REFERRED TO ABOVE

(Description, nature & extent of the common areas & facilities)

- 1) Common terraces on the top of the building.
- 2) Common staircase, landings, common passages.
- 3) The electrical installations, common lightings.
- 4) Pump Room, Suction Pumps, Water Lines, Overhead and Underground Water Tanks.
- 5) Drainage lines, Sewage Lines, Plumbing
- 6) Compound Wall, Common Gates.
- 7) Club House – Recreational Facilities & Amenities

IN WITNESS WHEREOF, the parties here to have hereunto set and subscribed their respective hand on the day and year written hereinabove.

SIGNED, SEALED AND DELIVERED By the)
withinnamed the **PROMOTERS**)

M/s. THANE SQUAREFEET LIFESTYLES LLP)

MR. _____)

in the presence of)

1.

2.

SIGNED AND DELIVERED By the)
withinnamed the **ALLOTTEE**)

1) _____)

2) _____)

3) _____)

in the presence of)

1.

2.

R E C E I P T

RECEIVED of and from the within named the **ALLOTTEE** i.e.

MR. / MRS. / MS._____

a sum of **(Rupees** _____

_____ **only)** paid vide account being the amount

of earnest money to be paid by him to us as per these presents as per detailed below.

Sr. No.	Cheque No.	Dated	Drawn on Bank	Amount

Witnesses :-

We say received Rs. _____ **/-**

For **M/s. THANE SQUAREFEET LIFESTYLES LLP**

1.

Partner/Promoters

2.