

AGREEMENT FOR SALE

This Agreement made at THANE this ____ day of _____ in the year Two Thousand and Twenty Two (2022)

Between

M/S. KANAK REALTORS a registered partnership firm, having its partners **1. MR. KISHORE SAKHARAM PATIL 2. MR. PRAVEEN SAKHARAM PATIL, 3. MR. ASHOK KUMAR NARAYANLAL SAHLOT and 4. MR. ARUN KUMAR NARAYANLAL SAHLOT**, doing business as a builder / developer with its office at: **Plot No.4/10 ‘A’, Khardi Road, Khardi Gaon, Diva (East) District – Thane - 400612**, hereinafter referred to as “the Promoter/The Developers/Owners” (Which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its partner or partners for the time being of the said firm, its Survivors or Survivor of them, their heirs, executors, administrators and assigns) of the One Part and

1) MR. _____, Age :___ yrs, Occupation – _____ and 2) MRS. _____, Age : _____ yrs, Occupation – _____, both Indian inhabitant and residing at:

_____ hereinafter referred to as “The Allottee/s / The Purchaser/s” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in the case of individuals or individual, such individual and or individuals his/her/their respective heirs, executors and administrators, in the case of a firm, the partners or partner for the time being thereof, the survivors or survivor of them and the heirs, executors and administrators of the last of such survivors or survivor and in the case of the company, its successors and permitted assigns) of the OTHER PART ;

WHEREAS

WHEREAS originally Mr. Narottam Keshavlal Shah, Mr. SakrilalKeshavlal Shah, Mr. Dhirjalal Keshavlal Shah, Mr. Hanumantraï Keshavlal Shah were owners of land bearing Survey No.4, Hissa No.10, in total admeasuring about 1H-20R-1P, situated at Village - Dawale, Taluka and District - Thane. Mutation to that effect was made in record of rights of the land by Mutation entry no.102 dated 17/03/1933. And Mr. Kondya Ghatya Chaudhari was been cultivating that land as tenant since prior to 1950. Mutation to that effect was made in record of rights of the that land by Mutation entry no.515 dt.20/08/1956.

AND WHEREAS on death of Mr. Kondya Ghatya Chaudhari in the year 1958, all his right, title and interest as tenant in that land devolved upon his son as legal heirs namely Mr.Valkya Kondya Chaudhari and Rama Kondya Chaudhari, by law of succession. Mutation to that effect was made in record of rights of that land by Mutation Entry No. 592 dt.13/03/1963.

AND WHEREAS since tenant Mr. Valkya Kondya Chaudhari and Rama Kondya Chaudhari was ready and willing to purchase the said land from its above said owners, the Hon’ble Tenancy and Agricultural Land Tribunal determined purchase price of that land under sec. 32G of Bombay Tenancy and Agricultural Land Act. Mutation to that effect was made in record of rights of the said land by mutation entry no. 616 dt. 23/05/1966.

AND WHEREAS by virtue of order dated 20/01/1970 of Hon’ble Tahasildar office, Thane, the name of Mr. Chandrya Chango Mhatre was recorded by the Revenue Authorities and added in the coloum of occupant as co-owner. Mutation to that effect was made in record of rights of the said land by mutation entry no. 752. Accordingly on payment of purchase price of that

land deemed purchaser Mr. Valkya Kondya Chaudhari, Rama Kondya Chaudhari and Mr. Chandrya Chango Mhatre became owners of that land bearing S. No.4, Hissa No. 10, admeasuring about 1H-20R-1P, subject to provisions of sec. 43 of Bombay Tenancy and Agriculture Land Act. Mutation to that effect was made in record of rights of the said land by Mutation Entry No. 998 dated 22/05/1986.

AND WHEREAS out of above said co-owners on death of Mr. Chandrya Chango Mhatre in the year 1978, all right, title and interest of his share in that land devolved upon his only legal heir Mrs. Janabai Narayan Alimkar, by law of succession. Mutation to that effect is made in record of rights of that land by Mutation Entry No. 942 dated 06-02-1982.

AND WHEREAS on death of Mr.Valkya Kondya Chaudhari in year 1987 and his some of legal heirs from time to time all right, title and interest of their shares in that land devolved upon their legal heirs. Mutation to that effect was made in record of rights of the said land by Mutation Entry No. 1328 dated 11/03/2004, Mutation Entry No. 1783, dt. 08/08/2012, Mutation Entry No. 1947 dated 18/03/2013 and Mutation Entry No. 1948 dated 18/03/2013.

AND WHEREAS in the year 2012 all the co-owners in that land bearing S. No. 4, Hissa No.10 admeasuring about 1H-20R-1P mutually partitioned their joint properties including the said land by a partition deed dated 31/12/2012 duly registered under Sr. No. TNN-9-1476/2013. By virtue of mutual partition between co-owners in respect of the said plot of land, a part and parcel of land admeasuring about 0H-40R-0P out of total land of bearing S. No. 4, Hissa No. 10, was allotted and given in the proportionate share of Mrs. Janabai Narayan Alimkar. Mutation to that effect was made in record of rights of that land by Mutation Entry No. 1951 dated 20/04/2013.

AND WHEREAS by virtue of registered partition deed, the above named Mrs. Janabai Narayan Alimkar became absolute owner and was absolutely seized of and sufficiently entitled to and in possession of all that piece and parcel of land, ground, premises and here determents bearing Survey No.4, Hissa No. 10 (A), admeasuring about 0-40-0 that is about 4000 Sq. Mtrs. Situate at village - Dawale, Taluka and Dist. Thane (hereinafter referred to as **“The Said Project Land”**) are more particularly described First Schedule written hereunder and shown on the plan hereto annexed by red coloured boundary line on the Plan annexed hereto and marked as **ANNEXURE “A”**

AND WHEREAS the said Mrs. Janabai Narayan Alimkar became absolute owner of the said property and every right to use, occupy and possess the said property as / and absolute owner and / or assign the right, title and interest of the said property to any person including the development right.

AND WHEREAS the promoter herein is builder and developer by profession approached to the said Mrs. Janabai Narayan Alimkar and shown their ready and willingness to develop the said property.

AND WHEREAS after discussion and negotiation between the promoter herein and owner said Mrs. Janabai Narayan Alimkar, the owner Mrs. Janabai Narayan Alimkar had agreed to develop the said property and also agreed to execute an agreement for development of the said property in favour of promoters herein.

AND WHEREAS the Development agreement dt. 23/07/2013 duly registered under Sr. No. TNN-2/5902/2013, and Power of Attorney dt. 15/06/2015 registered under Sr. No. TNN-2-6797/2015, Mrs. Janabai Narayan Alimkar and her family members have granted development rights in respect of land bearing Survey No.4, Hissa No. 10A, M/s. Kanak Realtors, a partnership firm having in its partners

Mr. Kanhaiya Murji Bhanushali and Mr. Ashokkumar Narayanlal Sahlot. The development agreement as mentioned above is hereinafter referred to as **“The Said Development Agreement”**.

AND WHEREAS, upon the request made by the Developers herein, the said Smt. Janabai Narayan Alimkar executed Power of Attorney in pursuance thereof in favour of the persons nominated by the Developers in order to enable them to carry out all acts, deeds and things whatsoever in respect of the development of the said property in the manner stated therein (hereinafter referred to as **“The Said Power of Attorney”**).

AND WHEREAS accordingly by above said registered development agreement and Power of attorney the Developers / promoters have acquired development rights in respect of the said property from the owner's subject terms and conditions more particularly written in the above said development agreements. By virtue of development rights acquired by the above said development agreement and power of attorney, the developer / promoters are entitled to construct one or more building consist of residential, commercial, etc. usable premises and to sell, transfer residential, commercial, etc. usable premises of the developer's share on ownership

basis or otherwise to prospective purchasers and further the owners of the said property agreed to transfer, convey ownership rights, title and interest in said property to nominee/s of the developers which includes Co-operative Housing society Ltd. or Apartment owners association or Company as the case may be formed of purchasers of residential, commercial, etc. usable premises in the buildings proposed to be constructed on the said property.

- a. AND WHEREAS the Promoters are in possession of the project land.
- b. AND WHEREAS the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;
- c. AND WHEREAS the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.
- d. The Municipal Corporation of Thane has approved plan of 3 Buildings A1 consisting of Ground + 7th Floor, A2 consisting of Stilt + 7th floors and B2 consisting of Ground + 6th floors to be constructed and shall be known by name of **“Mukta Lake City”** (hereinafter referred to as “The Said Building”) vide Inward No. S11/0074/13 dated 24/07/2019 Copy of Sanction plan is annexed herewith as **ANNEXURE “A”**. The Municipal Corporation of Thane has granted Commencement Certificate dated 01/11/2019 bearing No. VP. No. : S11/0074/13 No. : TMC/TDD/3228/19 for said building. Copy of Commencement Certificate is annexed herewith as **ANNEXURE “B”**.
- e. AND WHEREAS, the Promoter has registered the Project as **“MUKTA LAKE CITY”** under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at T.M.C. No. P51700014979 Authenticated copy of RERA Registration is attached in **ANNEXURE “C”**.
- f. AND WHEREAS in the premises aforesaid and in pursuance of the above cited Agreement, Power of Attorney and Orders, the Developers are entitled to develop the said property more particularly described Firstly and Secondly in the Second Schedule hereunder written and have also sole and exclusive right to sell the flats and premises in the buildings to be constructed on the said property and to enter into agreement/s with various purchaser and to receive the sale price in respect thereof. The Developers intend to construct a building namely **“Mukta Lake City”** comprising of 3 Buildings A1 consisting of Ground + 7th Floor, A2 consisting of Stilt + 7th floors and B2 consisting of Ground + 6th floors having flats of different areas

with stilt/open car parking spaces on the said property shown on the plan annexed hereto & marked as **ANNEXURE “A”** by crossed line and bounded by a thick line according to the sanctioned plan.

- g. AND WHEREAS being the Owners/Promoters/Developers, the Promoters are entitled to sell the Apartments/shops in the said building/s to be constructed on the project land by the Promoter and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;
- h. AND WHEREAS the Allottee/s offered to purchase an Apartment bearing number _____ on the _____ Floor in the building called _____ (herein after referred to as the said “Building”) being constructed in the **“MUKTA LAKE CITY”**. on the said project land, by the Promoter;
- i. AND WHEREAS, on request of the Allottee, the Promoters has/have agreed to sell and the Allottee/s has/have agreed to _____ sq.fts. (Carpet area as per RERA) which is equivalent to _____ sq. mtrs. With Enclosed Balcony and Cupboard area of _____ sq.fts. Appurtenant to the said Apartment for exclusive use of the Allottee/s in total admeasuring about _____ sq.fts. Which is equivalent to _____ sq. mtrs. (hereinafter referred to as “The Said Apartment”) in Building called as _____ in the project known as **“MUKTA LAKE CITY”** being constructed on the project land. Copy of sanctioned Floor plan of the said Apartment is annexed herewith as **ANNEXURE “D”**.
- j. AND WHEREAS on demand from the allottee, the Promoter/s has/have given inspection to the Allottee/s of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Messrs’ Right Angle Architect & Interior Designers Consultants and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as “The said Act”) and the Rules and Regulations made thereunder;
- k. AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as **ANNEXURE “E”**.
- l. AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as **ANNEXURE “A&D”**.

- m. AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed and marked as **ANNEXURE “F”**.
- n. AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.
- o. AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.
- p. AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said sanctioned plans. And
- q. AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- r. AND WHEREAS, prior to the execution of these presents the Allottee/s has/have paid to the Promoter a sum of **Rs. _____/- (Rupees _____Only)** being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee/s as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee/s has / have agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.
- s. AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

- t. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee/s hereby agrees to purchase the (Apartment/Shop) and the garage/covered parking(if applicable)

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

- 1.1 The Promoter shall construct the said building A1 consisting of Ground + 7th Floor on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.
- 1.2 The Promoter shall construct parking and construct recreation ground, common entrance, internal road, if any on the project land in accordance with the plans, designs and specifications as sanctioned and approved by the concerned local authority from time to time.
2. (a) The Allottee/s hereby agree/s to purchase/s from the Promoter and the Promoter hereby agrees to sell to the Allottee/s Apartment/Flat No. ____ on the ____ Floor, admeasuring about ____ sq.fts. (Carpet area as per RERA) which is equivalent to ____ sq. mtrs. With Enclosed Balcony and Cupboard area of ____ sq.fts. Appurtenant to the said Apartment for exclusive use of the Allottee/s in total admeasuring about ____ sq.fts. Which is equivalent to ____ sq. mtrs. (hereinafter referred to as “The Said Apartment”) in Building called as ____ in the project known as **“MUKTA LAKE CITY”** being constructed on the project land (hereinafter referred to as “The Said Apartment”), more particularly written in Schedule of the Said Apartment and as shown in the Floor plan thereof annexed hereto and marked as **ANNEXURE “F”**, for the total consideration of **Rs. _____/- (Rupees _____ Only)**
- 2(b) The Allottee/s has /have paid on or before execution of this agreement a sum of **Rs. _____/- (Rupees _____ Only)** as advance payment or application fee and hereby agree/s to pay to the Promoters the balance consideration amount of **Rs. _____/- (Rupees _____ Only)** in the following manner:-

Sr.	Stage	Payment as % of total sale price
1	Initial Payment	10%
2	On initiationof Plinth	20%

3	On initiation of Plinth	15%
4	On initiation of 1 st Slab	6.25%
5	On initiation of 3 rd Slab	6.25%
6	On initiation of 5 th Slab	6.25%
7	On initiation of 7 th Slab	6.25%
8	On initiation of Brick works & Internal Plaster	5%
9	On Sanitary Fittings, Staircases, Lift Wells, Lobbies	5%
10	On Completion of External Plumbing and External Plaster	5%
11	On completion of lifts, water pumps, electric fittings	10%
12	Possession	5%
	Total	100%

- 2 (c) The Total above said Price excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, Goods and Service Tax and Cess or any other similar Taxes which may be levied, in connection with the construction of and carrying out the Project payable up to the date of handing over the possession of the [Apartment/Shop].
- 2 (d) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.
- 2 (e) The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percentage. The total price payable for the carpet area shall be

recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee/s 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/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/s 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.

- 2 (f) The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 2 (g) The Allottee/s shall be liable to pay to the Promoters, Service Tax, VAT and GST and/or and any other Taxes, charges, etc. applicable to the allotment/sale of the Said Apartment payable to the Government/Semi Government Authorities and all authorities, including Central Government, State Government, Thane Municipal Corporation, etc. The Allottee/s shall also be liable to pay along with the consideration value, additional charges as contained in aforesaid clauses hereinabove.
2. (h) The amount/s paid by the Allottee/s to the Promoters shall be appropriated firstly towards taxes payable by him/her, then towards interest payable for all outstanding instalments towards consideration in respect of the said Apartment, cheque bounce charges, if any, then any administrative expenses and lastly towards consideration/outstanding dues in respect of the said Apartment.
3. The Allottee/s agree to pay to the Promoters interest at 12% per annum on all the amounts which become due and payable by the Allottee/s to the promoters under the terms of this Agreement from the date the said amount is/are payable by the Allottee/s to the Promoters.
4. Without prejudice to the right of the Promoters to charge the interest in term of above said clause, on the allottee/s committing default in payment on due dates of any amount due and payable by the allottee/s to the Promoter/s under this agreement (including his/her proportionate share of taxes levied by concerned local authorities and other out goings) and on the allottee/s committing breach of any of the terms and conditions herein contained, the Promoters shall be entitled at his own option, to terminate this agreement.

Provided that, Promoter shall give notice of seven days in writing to the Allottee/s, by Registered Post AD at the address provided by the allottee/s

and mail at the e-mail address provided by the Allottee/s, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement and in such event the Allottee/s shall be liable to pay 25% of the total consideration for purchase of the Apartment to the Promoters as liquidated damages and upon termination of this agreement the Promoters shall be at liberty to dispose of and sell the Apartment to such person and at such price as the Promoter may in his absolute discretion think fit.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of six months of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee/s to the Promoter/s.

5. The Promoters shall in respect of any amount remaining unpaid by the Allottee/s under the terms and conditions of this agreement shall have a first lien and charge on the said Apartment agreed to be purchase by the Allottee/s.
6. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.
7. Time is essence for the Promoter/s as well as the Allottee/s. The Promoter/s shall abide by the time schedule for completing the project and handing over the [Apartment/Shop] to the Allottee/s and the common areas to the association of the allottee/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 2 (b) herein above. ("Payment Plan").
8. The Promoters hereby declares that the Floor Space Index available as on date in respect of the project land is _____ square meters only and Promoter has planned to utilize Floor Space Index of _____ by availing of

T.D.R. or F.S.I. available on payment of premiums or F.S.I. available as incentive F.S.I. by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased F.S.I. which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed their intention to use any F.S.I. becoming available on the project land shall be utilized by the Promoters in the said project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed F.S.I. and on the understanding that the declared proposed F.S.I. shall belong to Promoter only.

- 9.1 The Promoters shall give possession of the Apartment/Shop to the Allottee/s on or before **30th day of December 2022** subject to condition that the Promoters have received the full purchase price of the said Apartment/Shop and other amounts payable by the Allottee/s to the Promoters under these presents and provided the construction of the said building is not delayed on account of non-availability of steel, cement or other building material, water or electricity supply and act of God, Civil Commotion, Riot, War or any notice, Order, Rule, Notification of the Government and/or any other public body and/or Competent Authority and/or any Order of Court/Tribunal/Forum and/or any reasons and/or circumstances beyond control of the Promoters, has/have disturbed the construction schedule of the said building and there is no delay in issue of Occupation Certificate by the Thane Municipal Corporation and or Planning Authority and circumstances beyond the control of the Promoters. If the Promoters for any of the aforesaid reason beyond the control of the Promoters is/are unable give possession of the said Apartment/Shop by the date stipulated hereinabove, the Promoters shall be entitled to proportionate extension of time for handing over possession of the said Apartment/Shop. It is specifically agreed by the Allottee/s that during such proportionate extension period, the Allottee/s shall not be entitled to and shall not be allowed to cancel this agreement and/or claim any interest. If the Promoters fail or neglect to give possession of the Apartment/Shop to the Allottee/s even after the period so extended because of any of the aforesaid reason, then the Promoter shall be liable on demand to refund to the Allottee/s the amount already received by it in respect of the Apartment along with interest at the rate of 12% per annum. It is agreed that upon refund of the said amount with interest as aforesaid, the Allottee/s shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoters or in respect of the said Apartment/Shop and/or said building or Project Land in any manner whatsoever and the Promoters shall be entitled to deal with and

dispose of the said Apartment to any person or party as the Promoters may desire.

- 9.2 If the Promoters fails to abide by the time schedule for completing the project and handing over the [Apartment/Shop] to the Allottee/s, the Promoter agrees, subject to what has been stated in this agreement, to pay to the Allottee/s, who does not intend to withdraw from the project, interest as specified in the Rule, on consideration amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Promoter/s.
10. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoter in the said building and the Apartment as are set out in **ANNEXURE “I”**, annexed hereto.
11. Notwithstanding what is contained herein to the contrary, it is expressly agreed between the Promoters and the Allottee/s that the Promoters shall be entitled to utilize and enjoy either personally or through any nominees all area or areas forming part of the said project land as properly as may be available time to time including areas reserved for public utility including recreation, etc. by utilizing the same as the Promoters may deem fit and the Promoter will be entitled to construct recreation centre, health club, club house, hotel and carry on such other activities or activities as the Promoters may desire on professional and/or commercial basis and the ownership of such construction and structures including right to own, manage, run and conduct such area or areas or structure or structures with right to transfer or assign benefit thereof and to recover and appropriate consideration received there from including from the day today business thereof shall be that of the Promoters alone exclusively and the Allottee/s shall have no right there to either in his individual capacity or through the organization of the Apartments Allottee/s. The Allottee/s doth hereby declare and confirm for the sake of clarity that the Ownership of all such area or areas and construction by way of recreation centre, health club, library or club house or hotel, etc. if any, shall belong to the Promoters alone exclusively and Allottee/s shall have no right to the same in any manner whatsoever.
12. The Promoters reserves to itself the right to the full, free and complete right of way and means of access over, along and under all the internal access road in the larger lands/layout plot and the common right of way at all times, by day and night, for all purposes and also to lay and connect drains pipes, cable and other amenities necessary for full and proper use and development

of the said property and the layout plot and if necessary to connect the drain, pipes, cables, etc. under, over or along the land appurtenant to each and every building in the project, provided that the Promoters shall use their reasonable efforts to ensure that Allottee/s enjoyment of the said Apartment is not adversely affected. The Allottee/s herein agree and admit that the Developers/Promoters/Owners has reserved rights with themselves to grant, assign, convey right of way or access road through the said project land or part thereof to the adjoining plot of lands or its owners/ developers/ Allottee/s of apartments in building on adjoining plot of land to the said project land by written and registered assignment document without consent of whatsoever nature of the Allottee/s herein or their society/association/company as the case may be.

13. So long as each of the Apartment/Covered parking spaces in the said building is/are not separately assessed for municipal Taxes and water taxes, etc., the Allottee/s shall pay to the Promoters or to the Society when formed, a proportionate share of the Municipal Taxes and water Taxes, etc. assessed on the whole building, such proportion to be determined by the Promoters on the basis of the area of each Apartment/covered parking in the said building. The Allottee/s along with the other apartment holders will not require the Promoters to contribute a proportionate share of the water charges, tanker water charges, electricity use for water, lifts and any other similar charges relating to occupation in respect of the Apartment/s which are not sold or disposed of by the Promoters. The Promoters will also be entitled to the refund of municipal Taxes on account of the vacancies of such apartments.
14. The Allottee/s confirms that he/ she/ they/ it has/have agreed that all internal dimensions for carpet area are from unfinished wall surfaces. Minor variations (+/-) up to 3% in actual carpet areas may occur on account of site conditions. In the event variation is more than 3% the consideration will stand decreased or increased as the case may be, the proportion to such variation.
15. Commencing a week after notice in writing is given by the Developers to the said Purchaser that the said Apartment is ready for use and occupation irrespective of whether the possession of the Apartment is taken or not in accordance with the provisions of this agreement, the said Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the said Apartment) of outgoing in respect of the said property and building 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, Security Guard, sweepers and all other expenses necessary and incidental to the management and maintenance of the said

property/building. Until the said society/limited company is formed and the said properties or portion thereof and buildings are transferred to it, the said Purchaser shall pay to the Developer society/Company such proportionate share of outgoings as may be determined by the Developers. The said Purchaser further agree and undertake that till the said Purchaser share is so determined the said Purchaser shall pay to the Owners/Developers/Co-op. Society/Company provisional monthly contribution per month towards the outgoings. The amounts so paid by the said Purchaser to the Promoters shall not carry any interest and remain with the Promoters till the necessary transfer document including conveyance is executed in favour of the society or a limited company, subject to provision 6 of the Act, Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale Management and Transfer) Act (hereinafter referred to as “THE SAID ACT”) and on such transfer document being executed, the aforesaid deposit (less deductions provided for under this agreement) shall be paid over by the Promoters to the society or limited company as the case may be subject deductions to be made, if any. The said Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on or before the 10th day of each and every month in advance and shall not withhold the same for any reason whatsoever. However, a further sum equivalent to 12 months maintenance charges shall be deposited by the said Purchaser with the Promoters before taking possession of the Apartment.

- 16.1 Procedure for taking possession-The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee/s as per the agreement, shall offer in writing the possession of the said Apartment/Shop, to the Allottee in terms of this Agreement to be taken within 1(one) month from the date of issue of such notice and the Promoter/s shall give possession of the said Apartment/Shop to the Allottee/s, provided the Allottee/s has/have not committed any default or breach of any terms and condition of this agreement. The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoter or association of Allottee/s, as the case may be.
- 16.2 The Allottee/s shall take possession of the Apartment within 15 days of the written notice from the promoter/s to the Allottee/s intimating that the said Apartments are ready for use and occupancy:
- 16.3 Failure of Allottee/s to take Possession of the said Apartment/Shop Upon receiving a written intimation from the Promoter/s as per aforesaid clause, the Allottee/s shall take possession of the said Apartment/Shop from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter/s shall

give possession of the said Apartment/Shop to the Allottee/s. In case the Allottee/s fails to take possession within the time provided in aforesaid clause such Allottee shall continue to be liable to pay maintenance charges, electricity charges, municipal taxes and any other taxes levied by any competent authorities, as applicable.

- 16.4 If within a period of five years from the date of handing over the Apartment to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated and provided the Allottee/s is/are not guilty or responsible for such defect, wherever possible such defects shall be rectified by the Promoter 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 Promoter/s, compensation for such defect in the manner as provided under the Act after following the due process of law. However, it is specifically agreed by and between the Promoter/s and the Allottee/s that, if the Allottee/s does any alteration and/or cause damage to the waterproofing in the Apartment, the Promoters shall not be liable for any defect liability.
17. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence purpose He shall use the garage or parking space only for purpose of keeping or parking vehicle.
- 18.1 The Allottee along with other Allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye- laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
- 18.2 The Allottee agree and admit that, after issuance of occupancy certificate of the last of the building which to be constructed in the layout, by the Thane municipal corporation the Promoters shall submit the application to the registrar for registration of a single co-op housing of that all buildings or that

all wing of that buildings in the layout under the Maharashtra co-op housing societies act 1960 or a company or any other legal entity.

19. The parties herein i.e. the promoters and purchaser/s / Allottee/s agree/s and admit that, simultaneous to execution of conveyance deed conveying the title of promoter in respect of the said project land in favour of co-operative housing societies formed of all allottee/s of Apartment/Shop in the building no.A1, A2 & B2 or wings of buildings in the layout, as the case may be, the promoter shall (subject to their right to dispose of the remaining flat of the apartments, if any) execute the conveyance of the structure of the buildings or wing of the buildings in favour of the Co-operative Housing Society of allottee/s of Apartments/Shops in that buildings or wing of the buildings.
20. The parties herein that is the promoters and purchaser expressly agree and admit that, only after the receipt of the occupancy certificate of the last building which was to be constructed in the layout and Co-operative Housing Society of allottee/s of all Apartment of all buildings in layout is duly formed and registered and after each and every allottee/s of all apartment in all the buildings in the layout has paid their respective consideration amount and all payable amounts as per their respective agreement for sale, the promoters at its own absolute discretion shall (subject to their right to dispose of the remaining flat of the apartments, if any) execute the conveyance of his title along with the entire undivided or inseparable land underneath all buildings jointly or otherwise to the Co-operative Housing Society formed and registered of allottee/s of Apartment/Shops/Premises in the building no. A1, A2 & B2 constructed on the said project land of **MUKTA LAKE CITY** as the Owners/Developers/Promoter/s deem fit and proper.
21. Within 15 days after notice in writing is given by the Promoter to the Allottee/s that the Apartment is ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s 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 building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee/s share is/are so determined the Allottee

shall pay to the Promoter/s provisional monthly contribution per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid.

22. The said Allottee/s agrees that his/her/their interest in the said project land and the said buildings is impartible and he/she/they shall not be entitled at any time to demand partition of he/she/they interest in the said project land and/or in the said buildings.
23. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoters, the following amounts:-
- (i) Rs._____ for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
 - (ii) Rs._____ for formation and registration of the Society or Limited Company/Federation/ Apex body.
 - (iii) Rs._____ for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body;
 - (iv) Rs._____ towards adhoc / provisional contribution towards outgoing of the society.
 - (v) Rs._____ for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
 - (vi) Rs._____ for Deposit towards Water, Electric, and other utility and services connection charges &
 - (vii) Rs._____ for deposits of electrical receiving and Sub Station provided in Layout
 - (viii) Rs._____ towards provisional amounts towards deposit/premium/charges/expenses for procuring and using electric, water, drainage, sewerage connections, etc., i.e. in the Development Charges.

Amount which has been left blank herein or in this agreement shall be determine and inform before handing over possession of the said Apartment/Shop and Allottee/s has/have to pay it on or before taking of the possession of the said Apartment/Shop.

24. The Allottee/s shall on or before taking possession of the said Apartment pay Rs._____ to the Promoters to meet the future maintenance of internal layout, roads, recreation areas, street lighting, etc. and for the purpose of

maintenance and upkeep of recreation areas and other facilities which the Promoters provide specifically for the allottee/s of apartment in the project land and earmark the same for the purpose of use thereof by the allottee/s of Apartment in the building/s in the said property. It is clarified that the said amount of Rs._____ is not by way of consideration for acquiring the said Apartment by the allottee/s of Apartment but for the purpose of lump sum payment of future maintenance in respect of the aforesaid area. It is further agreed that the Promoters will have right, and good power to invest the said amount or amounts for the betterment of the common infrastructure by the promoters and the allottee/s shall have no right to the said amount and the allottee/s shall not claim either refund thereof or hold the promoters liable in that behalf in any manner whatsoever. It is agreed that the Promoter shall be entitled to utilize the said amount for the purpose of the aforesaid arrangement in respect of the maintenance of internal layout, roads, recreation areas and repair thereof, street lighting, etc. it is also repeated and confirmed that the Promoters will make arrangement for the aforesaid maintenance work and make diligent efforts in that behalf. However, the Promoters shall not be liable for any act of commission or omission or failure in future maintenance of repairs of internal layout roads, street lighting and other areas by reason of the fact that the aforesaid amount is paid by the allottee/s to the Promoters and the Promoters will endeavour in reasonable manner to provide for the same. It is agreed that the promoters will be entitled to provide for a body or association as the Promoters may deem fit so as to maintain the said internal layout roads, street lighting, etc. through the medium or instrument of such body or association as the case may be. The Promoters shall be entitled to transfer the said amount or balance thereof to such body or association as the case may and where upon the Promoters shall be absolved of all their liabilities in respect of the said amount and application and utilization thereof. The allottee/s declare and confirm that the payment the said sum as stated hereinabove is over and above the purchase price and also the various deposit and charges agreed to be paid by the allottee/s and the same shall not be set off or adjusted against any other amount or amounts in any manner whatsoever.

25. The Allottee/s shall pay to the Promoter a sum of Rs._____ for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
26. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee/s shall pay to the Promoters,

the Allottee/s share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottee/s share of stamp duty and registration charges payable, by the said Society on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Society.

27. The Allottee/s hereby agree/s that in the event of any amount being levied by way of premium and other charges, betterment charges and/or development tax, security deposit, charges for purpose of giving water connection, drainage connection and electricity connection/payable to the Thane Municipal Corporation and/or to the State Government, M.S.E.D.C.L. or any private electricity provider, other taxes and/or payment of a similar nature becoming payable by the Promoters, the same shall be paid by the Allottee/s to the Promoters in proportion to the area of the said Apartment/Shop. It is agreed that the betterment charges referred to hereinabove shall mean and include pro-rate charges which the allottee/s may be called upon to pay by the Promoters in respect of installation of water line, water mains, sewerage line, sewerage mains, electric cable, electric sub-station (if any) making and maintaining of internal roads and access to the project land, drainage layout and all other facilities till the charge of the project land is handed over to the Society/Organization of the Allottee/s of the Apartments in the project land.

28. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

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

- i. The Promoters has/have clear and marketable title with respect to the project land; as declared in this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoters has/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 except those disclosed in this agreement.

- iv. There are no known litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Promoters have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s 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/Shop] which will, in any manner, affect the rights of Allottee/s under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment/Shop to the Allottee/s in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of allottee/s the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee/s;
- 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 said project to the competent Authorities;
- xi. Within knowledge of the Promoters, no notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said project land) has been received or

served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report;

- xii. Until the said project land is fully developed not to obstruct or prevent the promoters in any manner whatsoever from carrying out further construction of building/s or structure/s in such manner as the Promoters may deem fit and proper, as per the sanctioned plan.
 - xiii. The allottee/s agree and undertake not to raise any nature of objection and record his/her/their consent for giving access to the third party plots going through the plot/building compound, to such owners possession holder of the third party plots within the said property.
29. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-
- i. To maintain the Apartment at the Allottee/s own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
 - ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the 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 building in which the Apartment is situated or the 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 Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the 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/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- iv. Not to demolish or cause to be demolished the 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 Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the 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 building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or R.C.C., Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.
- 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 building in which the 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 building in which the Apartment is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the 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 Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- ix. The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up and without prior written permission/no objection of the Promoters.
- x. The Allottee/s shall observe and perform all the rules and regulations which

the Society or the Limited Company or Apex Body or Federation 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 Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the 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.

- xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, 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 buildings or any part thereof to view and examine the state and condition thereof.
- xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of the Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
- xiii. Until the said project land is fully developed not to obstruct or prevent the promoters in any manner whatsoever from carrying out further construction of building/s or structure/s in such manner as the Promoters may deem fit and proper, as per the sanctioned plan.
- xiv. The allottee/s agree and undertake not to raise any nature of objection and record his/her/their consent for giving access to the third party plots going through the plot/building compound, to such owners possession holder of the third party plots within the said property.
- xv. The allottee/s shall not object to the plan and its implementation for the provision of shopping premises as building or part/adjacent to the said building and to the purchase of the same by diverse shop purchasers. The allottee/s shall not object for any authorized business in the shop premises by the premises purchasers/owners/licensees whatever the case may be and the clients, visitors and customers shall have free entry to ingress and egress thereto.
- 30. The Allottee/s agree and admit that Without affecting or prejudicing the

rights of the Allottee/s in respect of the said Apartment, the Promoters shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the layout plot of the said property more particularly described thirdly in the first schedule hereunder written.

31. The Allottee/s agree and admit that the Promoters shall always have the right to get benefit of additional F.S.I., fungible F.S.I., any additional development right that they may be entitled to in future for construction on the said property from Thane Municipal Corporation (T.M.C.), amend layout and also put up additional structure/buildings as may be permitted by the T.M.C. and other competent Authorities; such structure/building will be the sold property of the promoters alone and the allottee/s shall not be entitled to raise any objection or claim any abetment in the price of the said apartment agreed to be acquired by him/her/them.
32. The Allottee/s expressly agree and admit that the Promoters shall be at liberty to make such changes or alteration as may be necessary due to aesthetic, architectural and structural reasons duly recommended and verified by an authorized architect or engineer.
33. The Allottee/s agree, admit and covenant with the Promoters that irrespective of anything the Promoters shall be entitled to use, avail and enjoy the said project land, its T.D.R. loading capability or all development right and capabilities up to its optimum utilization level.
34. The Allottee/s agree, admit and covenant with the Promoters that the Allottee/s agree to give his/her/their consent/no objection and shall always be bound to give consent/no objection to the Promoters as per request, requirement, provisions of law including Real Estate (Regulation and Development) Act, 2016 and rules and regulations formed there under from time to time, etc. for alteration, amendment, revision or change the layout, sanctioned plan of the said project, building, etc. to be constructed on the said project land.
35. The Allottee/s agree, admit and covenant with the Promoters that without prejudicing right of the Allottee/s under this agreement, the Allottee/s agree to give his/her/their consent/no objection and shall always be bound to give consent/no objection to the Promoters to assign, transfer and convey development right, project in respect of the said project land.
36. “The Allottee/s” hereby expressly give his/her/their consent to the Developers constructing additional upper floors, to the said building or extend the proposed said building by horizontal/vertical extensions, basement stilt, if any, as if the said variations and modifications had been

incorporated in approved plans and agrees not to object or raise any dispute or contention whatsoever in future to the construction of additional floors and shall not be entitled to or ask for any reduction in the consideration agreed to be paid by “The Allottee/s” under this agreement or claim compensation or damages on any count whatsoever. “The Allottee/s” is further aware that the Developers are at present constructing the said building and the Developers shall at their sole discretion get sanctioned additional F.S.I. available in respect of the of the said property which form part of layout of the said property and/or additional F.S.I. available either as Transferable Development Right (T.D.R.) or otherwise and get the plans sanctioned for the construction thereon of additional buildings (comprising of basement stilt and upper floors) for residential, commercial use or any other permitted use and “The Allottee/s” hereby unconditionally and irrevocably consents to the same.

37. “The Allottee/s” hereby expressly give his/her/their consent to and agreed that the Developer shall be entitled to sub-divide the said project land or amalgamate the adjoining plot of land with the said project land or part thereof forming part of lay out plan of “**MUKTA LAKE CITY**” project to develop it further with any adjacent plot of land either by using F.S.I. of adjacent plot or T.D.R. capacity of the same plot or T.D.R. of any plot of land.
38. “The Allottee/s” hereby expressly consent to the Developers re-designing any building or buildings or the recreation area or internal road and passages and such other area or areas which the Developers may desire to realign and redesign. If the building, in which “The Allottee/s” has/have agreed to acquire the premises, are completed earlier than other Buildings on the said property, “The Allottee/s” confirms that the Developers then will be entitled to utilize any F.S.I. whether T.D.R. or otherwise, which may be available on the said property, said entire property or any part thereof or any part thereof or any adjoining property or properties as the case may be. Till the construction of all the buildings to be constructed on the said property as also other adjoining properties are completed and the F.S.I. and/or T.D.R. available on the said property is fully utilized by the Developers and the amount or amounts receivable by the Developers and all the obligations required to be carried out by “The Allottee/s” herein and the other Allottee/s of Apartment from the said Promoters, are fulfilled, the Promoters shall not be bound and shall not be called upon or required to form any Co-operative Society, Limited Company or condominium of Apartment Owners, as the case may be or execute conveyance or other document of transfer in respect of the said project land. “The Allottee/s” agree and irrevocably consent not to raise any demand or dispute or objection in that behalf.

39. The Allottee/s agree and admit that in the event of Organization of the Allottee/s being formed and registered before the sale and disposal by the Promoters of all the Apartments/flats, covered parking spaces, the Powers and Authorities of such Organization shall be subject to the overall authority and control of the Promoters in respect of all the matters concerning the said building and in particular the Promoters shall have absolute authority and control as regards unsold Apartments/flats/covered parking spaces and disposal thereof; PROVIDED AND ALWAYS the Allottee/s hereby agree and confirm that in the event of such Organization being formed earlier than the promoters dealing with or disposing of all the Apartments in the said building then and in that event any allottee/s of apartment/covered parking spaces from the Promoters shall be to such Organization on being called upon by the Promoters without payment of any premium or additional charges saved and except Rs.500/- (for individual) and Rs.1000/- (for Company) for the share money and Rs.100 as entrance fees and such allottee/s or transferee/s shall not be discriminated or treated prejudicially by such Organization.
40. In the event any development charges or betterment charge or premium or tax or any other levy becomes payable by the Promoters, the said Allottee/s hereby agrees to reimburse the same to the Promoters in proportion to the area of Flat/ Parking space / Garage etc., agreed to be purchased by him/her/them and in determining such amount, the decision of the Promoters shall be conclusive and binding upon the said Allottee/s .
41. The Allottee/s is fully aware of the provisions of amended Bombay Stamp Act, if any stamp duty over and above the stamp duty already paid on this agreement is required to be paid or is claimed by the Superintendent of Stamps or Joint District Registrar or concerned authority, the same shall be borne and paid by the Allottee/s alone including the penalty, if any. The promoter shall not be liable to contribute anything towards the said stamp duty. The Allottee/s shall indemnify the Promoters against any claim from the stamp authority or other concerned authority in respect of the said stamp duty to the extent of the loss or damage that may be suffered by the Promoters. The Allottee/s shall also fully reimburse the expenses that may be required to be incurred by the Promoters in consequences of any legal proceeding that may be instituted by the authorities concerned against the Promoters for non-payment and/or under payment of stamp duty by the Allottee/s.
42. It is an express condition of this Agreement that on request of “The Allottee/s” the Developer who are promoter of the building have agreed to

allot a parking space / open parking space to “The Purchaser”. “The Allottee/s” agree that after society/association /company as the case may be is formed of the flat Allottee/s including “The Allottee/s” herein “The Allottee/s” agrees to pass necessary resolution and thereby confirm allotment of parking space by the Developers to various flat Allottee/s. “The Allottee/s” shall not be entitled and hereby agrees not to raise any objection or do anything which would result in a breach of the terms and conditions of the Agreements which may be entered into by the Owners/ the Developers with other Allottee/s with regard to allotment of such parking spaces/open spaces as aforesaid.

43. The Developers reserve right to increase the proposed monthly contribution amount to provide for inflation/increase of above outgoings and “The Allottee/s” shall pay the same and shall not raise any dispute regarding the same. The Developers shall render the account of monthly outgoings and security deposits to the Society/Limited Company and not individually to “The Allottee/s” at any time.
44. The name of the group buildings A1, A2 & B2 on the said project land shall forever be **“MUKTA LAKE CITY”**.
45. It is also hereby expressly agreed that so long as it does not in any way affect or prejudice the rights created in favour of the said Allottee/s in respect of the said flat/shop premises, the Promoters shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose-off Promoters' rights, title and interest in the said buildings and/or in the said property or any part thereof or open land surrounding the said buildings and give open parking space or in any other manner the Promoters may deem fit including to assign and/or give on lease or sub-lease or otherwise any portion or portions of the said properties and the same shall be binding on the said Allottee/s and the ultimate society Ltd. co., condominium etc.
46. The said Allottee/s and the persons to whom Apartment is let, sub-let, transferred, assigned or given possession of (after obtaining prior written permission of the Promoters) shall from time to time, sign all applications, papers and documents and do all acts, deeds and things as the Promoters and/or the society/ultimate body may require for safeguarding the interest of the Promoters and/or the other flat / shop/garage / stilt/parking space/open space etc., holders in the said building.
47. In the event of the said Allottee/s attempting to and/or disposing of the said Apartment or any part thereof to any persons or party (without obtaining the

prior written consent of the Promoters) this agreement shall without further notice automatically and forthwith stand cancelled and revoked and then in such event the amounts paid till then by the said Allottee/s to the Promoters under this agreement shall be refunded to the said Allottee/s without any interest and the said Allottee/s shall hand over vacant and peaceful possession of the said Apartment to the Promoters forthwith if it is with him.

48. After taking the possession of said Apartment "The Allottee/s" shall pay regularly all the Taxes, Cess, Charges, Expenses, Maintenance, Electricity bill and other outgoings in respect of the said Apartment.
49. The power and authority of the society or the said Allottee/s herein and other Flat / Shop Allottee/s shall be subject to the overall power, control and authority of the Promoters in any of the matters concerning the building and other construction on the said entire property completion thereof and all amenities pertaining to the same and in particular the Promoters shall have absolute authority and control as regards the unsold flats, etc. and the disposal thereof.
50. Any delay or indulgence shown by Promoters in enforcing the terms of this agreement or any forbearance or giving of time to Allottee/s shall not be construed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this agreement by the said Allottee/s nor shall the same in any manner prejudice the rights of the Promoters.
51. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, shall utilize the amounts only for the purposes for which they have been received.
52. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the 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 Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.
53. The management and maintenance of common amenities and facilities will

be handed over to the Co-operative Housing Society formed of the allottees of Apartments in the buildings or any agency; upon completion or at any appropriate state thereafter as per the discretion of the Promoters.

54. ALLOTMENT OF STILT PARKING

54.1 The Purchaser/s hereby authorize to the Developers who are also promoter of Co-operative housing society, Association or Company to be formed of flat/shop/premises purchasers in “**MUKTA LAKE CITY**” project to allot parking space to flat/shop/premises purchasers. The purchaser/s hereby by agrees and admits to ratify, confirm allotments of parking space/s by the Developers to respective flat/shop purchaser. The Purchaser/s agree/s that the purchaser/s has/have no objection to and/or shall never object to the arrangement/allotment made and entered into between the Developers and other flat/shop/premises purchaser/s in respect of parking space/stilt parking in premises of “**MUKTA LAKE CITY**”.

54.2 The Developers/Promoters agree to handover deposit amount of Rs.5000/- to the Housing Co-operative Society Ltd./Association/company/etc., received from the purchaser/s for allotment of parking space/stilt parking in premises of this phase of “**MUKTA LAKE CITY**”.

55. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the *[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 [Apartment/Shop].

56. BINDING EFFECT

Forwarding this Agreement to the Allottee/s by the Promoter/s does/do not create a binding obligation on the part of the Promoter/s or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 48 Hours from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter/s. If the Allottee(s) fails to execute and deliver to the Promoter/s this Agreement within 48 Hours from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its

registration as and when intimated by the Promoter, then the Promoter/s shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever after deducting there from 25% of consideration amount as compensation/damages.

57. 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/Shop/Building, as the case may be.

58. RIGHT TO AMEND

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

59. 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/s of the [Apartment/Shop], in case of a transfer, as the said obligations go along with the [Apartment/Shop] for all intents and purposes.

60. SEVERABILITY

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

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

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

62. **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.

63. **PLACE OF EXECUTION**

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

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

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

Promoter/s

M/s. KANAK REALTORS : AAOFK2802N

**Address: Plot No. 4/10 'A', Khardi Road, Khardi Gaon, Diva (East),
District – Thane - 400612.**

Notified Email ID : kanakrealtors12@gmail.com

Name of Allottee/s

1) MR. _____ : _____

2) MRS. _____ : _____

Address:

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

66. JOINT ALLOTTEES

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

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

68. Dispute Resolution: -Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

69. 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 Thane courts, Maharashtra will have the jurisdiction for this Agreement.

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

FIRST SCHEDULE OF PROJECT LAND ABOVE REFERRED TO

All that piece and parcel of land bearing Survey No.4, Hissa No. 10(A), area admeasuring about 0H-40R-0P equal to 4000 sq.mts. (approx.) lying, being and situate at – Village - Dawale, Tal. and Dist. - Thane, within territorial limits of Thane Municipal Corporation and bounded as follows:

To East	:	Plot of Kaluram Chodhari and others
To West	:	Plot of Ramchandra Patil and others
To North	:	T.M.C. Lake
To South	:	Nirmal Nagari

SCHEDULE OF THE SAID APARTMENT

Apartment/Flat No. _____ on the ____ floor, admeasuring about _____ sq.fts. (Carpet area as per RERA) which is equivalent to _____ sq. mtrs. With Enclosed Balcony and Cupboard area of _____ sq.fts. Appurtenant to the said Apartment for exclusive use of the Allottee/s in total admeasuring about _____ sq.fts. Which is equivalent to _____ sq. mtrs. (hereinafter referred to as “The Said Apartment”) in Building called as _____ in the project known as “**MUKTA LAKE CITY**” being constructed on the project land (referred to and called as “The Said Apartment”)

Promoters:

SIGNED, SEALED AND DELIVERED]

by the within named DEVELOPERS]

M/s. KANAK REALTORS]

A partnership firm through its]

authorized Partners]

1. **MR. KISHORE SAKHARAM PATIL**]

(Aadhaar No. 843659892648)]

2. **MR. ASHOK KUMAR NARAYANLAL SAHLOT**]

(Aadhaar No. 725775804054)]

In the presence of]

1. _____]

2. _____]

Allotee/s:

SIGNED, SEALED AND DELIVERED]

By the within named PURCHASER/S]

1) **MR.** _____]

(Aadhaar No. _____)]

2) **MRS.** _____]

(Aadhaar No. _____)]

In the presence of]

1. _____]

2. _____]

RECEIPT

Received of and from the Allottee/s above named the sum of **Rs.**
_____-/- **(Rupees** _____
Only) on or before execution of this agreement towards Earnest Money / Part
consideration amount.

We say received.

For M/s. Kanak Realtors
(Authorised Signatory)