

‘All the terms & conditions, rights and obligations of the parties as contained hereunder shall be subject to the provisions of RERA Act and the rules and regulations made thereunder (‘ACT’) and the exercise of such rights and obligations shall be subject to the provisions of the RERA Act and the rules and regulations made thereunder. Any change so prescribed by the Act shall be deemed to be automatically included in this Agreement for Sale and similarly any such provision which is inconsistent or contradictory to the Act shall not have any effect.’

ARTICLE OF AGREEMENT is made and entered into at Thane, this _____ day of _____, 2017

BETWEEN

M/s Deep Homes & Constructions LLP, PAN No. AAIFD8334J a Limited Liability Partnership, formed, constituted and registered under the provisions of law relating to Limited Liability Partnership having its Registered Office at Final Plot No. 136-B, Hajuri Road, Off Eastern Express Highway, Thane (W) -400 604 hereinafter called “THE PROMOTERS / DEVELOPERS” by the hand of their designated partner Mr.

_____ (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, the partner/s of Deep Homes & Constructions LLP, their respective heirs, executors, administrators and assignees) of the FIRST PART;

AND

Mr./Mrs./M/s. _____

_____ of
_____, PAN No. _____,
_____, _____ age
_____ years respectively, Indian Inhabitant, having his / her /
their
address _____

_____ hereinafter called “THE PURCHASER/S”
(which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, his/her/their heirs, executors and administrators) of the SECOND PART;

WHEREAS:

(a) Mercantile Plastic Pvt. Ltd., a company registered and incorporated under the provisions of Companies Act, 1956 and having its Registered Office at Hajuri Road, Off Eastern Express Highway, Thane (W) - 400 604, Maharashtra State was absolutely seized and possessed off and/or otherwise well and sufficiently entitled to all those pieces or parcels of land, situate, lying and being at Village Naupada, Taluka Thane, in the Registration District and Sub-District of Thane, bearing City Survey No. 1201(p), Town Planning Scheme No.1, **Final Plot No. 136-B**, admeasuring 10070.90 sq.yds. equivalent to 8420.28 sq.mtrs. or thereabout and more particularly described in the First Schedule hereunder written and delineated on the plan being **Annexure-I** hereto annexed and thereon shown surrounded by red colour boundary line.

(b) By fresh certificate of Incorporation dated 30th July, 2011 consequent upon change of name issued by Registrar of Companies, Maharashtra State, Mumbai, the name of Mercantile Plastics Pvt. Ltd. was changed to Deep Homes & Constructions Pvt. Ltd.

(c) Pursuant to the Certificate of Registration dated 27th March, 2012 on conversion of Deep Homes & Constructions Pvt. Ltd. to Deep Homes & Constructions LLP issued by the Registrar in Form No. 19, under Rule 32 (1) in pursuance of the provisions of Section 58 (1) of the Limited Liability Partnership Act, 2008, the name Deep Homes & Constructions Pvt. Ltd. was changed to Deep Homes & Constructions LLP., the Promoters / Developers abovenamed.

(d) Out of the total area of 8420.28 sq.mtrs. more particularly described in the First Schedule hereunder written land admeasuring 421.01 sq.mtrs. was affected and reserved as Amenity Plot by the Thane Municipal Corporation as per the provisions of Development Control Regulations 1994, a more particular description of the said property admeasuring 421.01 sq.mtrs. is given in the Second Schedule hereunder written and the said portion of the land admeasuring 421.01 sq.mtrs. is shown hatched in green colour on the sanctioned plan. The Promoters / Developers after availing the benefit of the Transferable Development rights (TDR) / FSI in lieu of the said land admeasuring 421.01 sq.mtrs. have surrendered the said portion of the land to the Thane Municipal Corporation and that the said portion of the land is excluded from the total property herein mentioned and described in first schedule.

(e) The Promoters / Developers further declare that as mentioned hereinafter land admeasuring 1999.82 sq.mtrs. has been proposed to be conveyed to Mumbai Metropolitan Region Development Authority (MMRDA) and/or their assignees so as to enable MMRDA to complete their proposed rental housing project on the said portion of the land admeasuring 1999.82 sq.mtrs. The said portion of the land 1999.82 sq.mtrs. is more particularly described in the Third Schedule hereunder written and the same is shown hatched in blue colour on the sanctioned plan hereto annexed.

(f) The Promoters / Developers declare that after surrendering the amenity plot to the authorities of Thane Municipal Corporation and after deducting the land proposed to be conveyed to MMRDA and/or their assignees for Rental Housing Scheme, the land admeasuring 5999.45 sq.mtrs. or thereabouts more particularly described in the Fourth Schedule hereunder written (hereinafter referred to as **“the Said Property”**) remains balance and the entire development as herein mentioned will be carried out by the Promoter / Developer on the said property described in the Fourth Schedule hereunder written and shown hatched in yellow colour on the sanctioned plan annexed hereto.

(g) The Promoters / Developers accordingly got all the required NOCs, permissions and sanctions and got the plans for the development of the said property sanctioned and obtained the building permissions and Commencement Certificate from Thane Municipal Corporation. Hereto annexed and marked **Annexure-II (collectively)** are the copies of the sanctioned plan and IOD dated 12th October, 2011 read with further Commencement Certificates dated 30th November, 2013 and thereafter further amended Commencement Certificates dated 20th April, 2015 and 17th May, 2016.

(h) An Agreement for Rental Housing Project between Mumbai Metropolitan Region Development Authority (MMRDA) and/or their assignees and Promoters / Developers abovenamed is proposed to be executed by and between MMRDA and/or their assignees and the Promoters / Developers and land admeasuring about 1999.82 sq.mtrs. is proposed to be conveyed and transferred by the Promoters / Developers to MMRDA and/or their assignees. The MMRDA and/or their assignees will thereafter appoint the Promoters / Developers as its contractors to construct a building having the available FSI which building after completion will be handed over by the Promoters / Developers to MMRDA and/or their assignees to enable MMRDA and/or their assignees to give the flats and units in the said building of the said Rental Housing Project on the said land admeasuring

about 1999.82 sq. mtrs, shown hatched in blue colour on the sanctioned plan annexed hereto at **Annexure-III** to the allottee of MMRDA and/or their assignees. The Purchaser/s and/or the Purchaser/s ultimate society and/or corporate body will have nothing to do with the said Rental Housing Building and the said portion of the land on which the said building will be constructed. The Promoters / Developers have presently made provision for access to the said MMRDA Plot described in the Third Schedule hereunder written as shown hatched in **Pink colour** on the sanctioned plan annexed hereto at **Annexure-III** and an Agreement to provide such access and/or Lease in respect thereof shall be executed by and between the Promoters / Developers and MMRDA and/or their assignees.

In the circumstances aforesaid the Promoter / Developer declares that after surrendering the amenity plot to the authorities of Thane Municipal Corporation and after deducting the plot for Rental Housing Project proposed to be transferred and conveyed to MMRDA, the land admeasuring 5999.45 sq.mtrs. more particularly described in the Fourth Schedule hereunder written remains balance and the entire development as herein mentioned will be carried out by the Promoter / Developer on the said property described in the Fourth Schedule hereunder written and ultimately the Conveyance of the said property described in the Fourth Schedule hereunder written and delineated on the sanctioned plan being **Annexure -II** annexed hereto and thereon shown hatched in Yellow colour alongwith the building constructed thereon will be executed in favour of the co-operative society/ies as hereinafter mentioned.

(i) M/s. Chitnis Vaithy & Co., Advocates & Solicitors for Promoters / Developers have issued their certificate on title in respect of the property described in the First Schedule hereunder written, under their Certificate bearing No. SDC/272/2014 dated 16th June, 2014, certifying therein, that the title of the Promoters / Developers to the property described in the First schedule hereunder written is clear, marketable and free from all encumbrances and reasonable doubts. Hereto annexed and marked **Annexure “IV”** (Collectively) is a copy of the said Title Certificate bearing No. SDC/272/2014 dated 16th June, 2014, alongwith relevant Property Card.

(j) The Promoters / Developers have engaged the services 10 Folds Architects & Consultants, Architects and M/s. Ajay Mahale Associates, the R.C.C. Consultant, for obtaining the sanction of the plans and for supervision of the construction and structural work, etc. and have accepted their services as their consultants for the supervision and completion of the development work.

(k) The Promoters / Developers abovenamed have commenced the construction work of their proposed two buildings on the said property as per the said sanctioned plans named as “**Auralis The Twins**” consisting of basement, podium, stilt and 30 upper floors and have started selling, transferring and disposing of flats, shops and other units in the development of the said property.

(l) The Purchaser/s has/have applied to the Promoters/Developers for allotment of the residential flat/shop/unit bearing No. _____ on the ____ floor admeasuring about _____ sq.ft. (carpet area), in Tower _____ particularly shown surrounded in

red colour on the typical floor plan being **Annexure-V** hereto annexed of the said building, known as “**Auralis The Twins**” under construction, as above, (hereinafter, referred to as the “**Said Premises**”)

- (m) The Purchaser/s has/have demanded from the Promoters/Developers and the Promoters/Developers have given inspection to the Purchaser/s of all the documents of title relating to the Said property and the plans, designs and specifications and 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.
- (n) The carpet area of the Said Residential flat/shop/unit is _____ square meters (i.e. _____ square ft.) and “carpet area” means the net usable floor area of an Residential Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said premises for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said premises for exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the said premises. (The above mentioned carpet area is calculated as per the clarification issued by the Maharashtra Real Estate Regulatory Authority vide no. MAHARERA/SECY/file no. 27/84/2017 dated 14/06/2017 having circular no. 4/2017). However it is expressly made it clear that while calculating the consideration of the said premises, the area of Column and Share Walls are not taken into considerations.
- (o) The Promoters/Developers do hereby declares that this Project of development of the said land, is an ongoing project and the Promoters/Developers have got the project registered under the provisions of RERA with Real Estate Regulatory Authority bearing Registration No. _____.
- (p) 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.
- (q) Prior to the execution of these presents the Purchaser/s has/have paid to the Promoters/Developers a sum of Rs. _____/- (Rupees _____) only, being part payment of the sale consideration of the Said Premises agreed to be sold by the Promoters/Developers to the Purchaser/s as advance/earnest payment (the payment and receipt whereof the Promoters/Developers doth hereby admit and acknowledge) and the Purchaser/s has/have agreed to pay to the Promoter/s the balance of the sale consideration in the manner appearing hereinafter.
- (r) Under section 13 of the said Act the Promoter/Developers is required to execute a written Agreement for Sale of Said Premises with the Purchaser/s, being infact these presents and also to register said Agreement under the Registration Act, 1908.

**NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY
AND BETWEEN THE PARTIES AS FOLLOWS:**

1. The Promoters/Developers shall construct the building namely “**Auralis The Twins**” consisting of basement, ground, podium/upper stilt and 28 upper floors (proposed 30 upper floors) in the development of the said property in accordance with the plans, designs and specifications as approved by the Thane Municipal Corporation and concerned local authorities from time to time.

Provided that the Promoters/Developers shall have to obtain prior consent in writing of the Purchaser/s in respect of variations or modifications which may adversely affect the said premises of the Purchaser/s except any alteration or addition required by any Government authorities or due to change in law.

2. The Purchaser/s do/does hereby declare and confirm that he/she/they has/have seen and inspected all the documents referred to hereinabove and all other documents prescribed under the provisions of RERA and Rules made there under including the said Approved/Revised/Amended Plans and the said Commencement Certificates and all other approvals, permissions with regard to development of the said land, described in **Forth Schedule** hereunder written and has/have also verified all the information given and representations made by the Promoters/Developers as stated in the Recital Clauses written hereinbefore and he/she/they is/are fully satisfied about the same and he/she/they has/have no doubts, disputes, claims, requisitions, whatsoever in that behalf. The Purchaser/s do/does hereby state and confirm that he/she/they has/have no objection and he/she/they do/does hereby give/s his/her/their free and willing consent for development of the Said property in the manner proposed by the Promoters/Developers and as stated in the relevant Recital Clauses written hereinbefore.
3. The Promoters/Developers have specifically informed and represented to the Purchaser/s that the Promoters/Developers are entitled to use and utilize additional/floating FSI of the said land, which may become available and permissible in future and also TDR in respect of any part of the said property and/or any other land or property to construct some additional buildings and/or wings and/or some additional floors vertically on or to make some horizontal extensions to the buildings being

constructed as per the said Approved Plans and/or as per the revised/amended plans when approved and/or as per future amended and revised plans. The Promoters/Developers, at their discretion and if deemed fit and proper by them, may amalgamate the Adjoining Land with the said property and carry out development thereof accordingly. The Purchaser/s do/does hereby declare and confirm that he/she/they has/have fully understood the information given by the Promoters/Developers in the Recital Clauses written hereinbefore and he/she/they is/are fully satisfied about the same and he/she/they has/have no disputes, doubts, claims, or demands whatsoever in respect thereof and he/she/they does/do hereby agree and undertake not to raise any disputes, claims or demands whatsoever in that behalf and not to create any obstructions, obstacles or hindrance in these regards affecting the development of the said property . The Promoters/Developers hereto at their discretion and subject to the said D.C. Regulations of TMC may sub-divide the said property and/or may amalgamate the same with any other adjoining land and carry out development accordingly.

4. The Parties do hereby agree, record and confirm that the Recital Clauses written hereinabove are integral part of this Agreement and wherever the context so requires, the same shall constitute, be construed and be deemed to be the part and parcel of the terms and conditions of these presents.
5. Prior to the execution of these presents, the Promoters/Developers have informed the Purchaser/s that the Promoters/Developers have secured construction loan from Axis Bank Ltd., Thane Branch by mortgaging the said property. Prior to the execution of these presents the Promoters/Developers have obtained NOC from the said Axis Bank Ltd., stating therein that the said Axis Bank Ltd. has released the above flat/premises/units from the charge, mortgage created by the Promoters/Developers in favour of the said Bank. The Promoters/Developers do hereby declare and confirm to the Purchaser/s that Axis Bank Ltd. has now no claim of whatsoever nature to the said flats/premises/units agreed to be sold by the Promoters/Developers to the Purchaser/s.
6. Prior to the execution of these presents, the Promoters/Developers have furnished to the Purchaser/s the original of the letter dated _____ obtained by the Promoters/Developers from the Axis Bank Ltd., Thane Branch, stating therein that the said Axis Bank Ltd. has no claim of whatsoever nature in respect of the said

flats/premises/units which has been agreed to be purchased by the Purchaser/s and that the said Axis Bank Ltd. has no objection of whatsoever to Promoter/Developer selling and transferring the said flat/premises/unit to the Purchaser/s.

7. (A) The Purchaser/s hereby agree/s to purchase from the Promoters/Developers and the Promoters/Developers hereby agrees to sell to the Purchaser/s, the residential flat/shop/unit bearing No. _____ on the _____ floor admeasuring about _____ sq.ft., carpet area, in Tower _____ (hereinafter referred to as the “**Said Premises**”) particularly shown surrounded in red colour on the typical floor plan being **Annexure-IV**, hereto annexed of the building, known as “**Auralis The Twins**”, for the consideration of Rs. _____/- (Rupees _____ Only) including Rs. **NIL**/- being the proportionate price of the common areas and facilities appurtenant to the Said Premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **Annexure – V**, annexed herewith.

(B) The Promoters/Developers hereby agree to sell/allot to the Purchaser/s _____ no./s of puzzle/stack car parking/s bearing Nos. _____/_____ situated at _____ of the building “**Auralis The Twins**” for the consideration of Rs. _____/- (Rupees _____ Only) and the Purchaser/s agree/s to the same.

(C) The Total aggregate consideration amount for the said premises including car parking spaces is thus Rs. _____/- (Rupees _____ Only)

(D) The Purchaser/s have paid on or before execution of this agreement, a sum of Rs. _____/- (Rupees _____ Only) as advance payment or the application fee and hereby agrees to pay to the Promoters/Developers the balance amount of Rs. _____/- (Rupees _____ Only) in the following manner :-

1) _____ % of total consideration after execution of this Agreement
Rs. _____/-

2) _____ % of total consideration on Completion of Basement Slab
Rs. _____/-

- 3) ____ % of total consideration on Completion of Plinth
Rs. _____/-
- 4) ____ % of total consideration on Completion of 3rd Slab
Rs. _____/-
- 5) ____ % of total consideration on Completion of 6th Slab
Rs. _____/-
- 6) ____ % of total consideration on Completion of 9th Slab
Rs. _____/-
- 7) ____ % of total consideration on Completion of 12th Slab
Rs. _____/-
- 8) ____ % of total consideration on Completion of 15th Slab
Rs. _____/-
- 9) ____ % of total consideration on Completion of 18th Slab
Rs. _____/-
- 10) ____ % of total consideration on Completion of 21th Slab
Rs. _____/-
- 11) ____ % of total consideration on Completion of 24th Slab
Rs. _____/-
- 12) ____ % of total consideration on Completion of Top Slab
Rs. _____/-
- 13) ____ % of total consideration on Completion of brick work
of the said premises.
Rs. _____/-
- 14) ____ % of total consideration on Completion of internal
plastering work of the said premises.
Rs. _____/-
- 15) ____ % of total consideration on Completion of

flooring and tiling work of the said premises.

Rs. _____/-

- 16) _____ % of total consideration on Completion of doors and windows fixing work of the said premises.

Rs. _____/-

- 17) _____ % of total consideration on Completion of Staircase

Rs. _____/-

- 18) _____ % of total consideration on Completion of Lift Wells

Rs. _____/-

- 19) _____ % of total consideration on Completion of Lobbies
Up to Floor Level

Rs. _____/-

- 20) _____ % of total consideration on Completion
of External Plumbing

Rs. _____/-

- 21) _____ % of total consideration on Completion of external
plastering work of the said premises

Rs. _____/-

- 22) _____ % of total consideration on Completion of Terrace
with Water Proofing

Rs. _____/-

- 23) _____ % of total consideration on Completion of lifts

Rs. _____/-

- 24) _____ % of total consideration on Completion of Entrance Lobby

Rs. _____/-

- 25) _____ % of total consideration on Completion of Underground Water
tanks

Rs. _____/-

- 26) _____ % of total consideration on Completion of Electrical Works

Rs. _____/-

27) _____ % of total consideration on Completion of Sewage Treatment
Plant Rs. _____/-

28) _____ % of total consideration on Completion of Paving
Rs. _____/-

29) _____ % of total consideration Before Possession
Rs. _____/-

8. The Total Price above excludes Taxes consisting of tax paid or payable by the Promoters/Developers by way of GST, Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoters/Developers up to the date of handing over the possession of the Said Premises.
9. 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/Developers undertake and agree that while raising a demand on the Purchaser/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters/Developers 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 Purchaser/s, which shall only be applicable on subsequent payments.
10. The Promoters/Developers shall confirm the final carpet area that has been allotted to the Purchaser/s after the construction of the Building “**Auralis The Twins**” is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of Three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters/Developers. If there is any reduction in the carpet area within the defined limit then Promoters/Developers shall refund the excess money paid by Purchaser/s within Forty-Five days with annual interest rate of 2% above the marginal cost of lending rate of State Bank of India, from the date when such an excess amount was paid by the Purchaser/s. If there is any increase in the carpet area allotted

to Purchaser/s, the Promoters/Developers shall demand additional amount from the Purchaser/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 5 (a) of this Agreement.

11. The Purchaser/s authorize/s the Promoters/Developers to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoters/Developers may in its sole discretion deem fit and the Purchaser/s undertake/s not to object/demand/direct the Promoters/Developers to adjust his/her/their payments in any manner.
12. The Promoters/Developers will provide to the said building “**Auralis The Twins**” as also in the said premises the specifications and /or amenities as per the list of specifications and amenities hereto annexed as **Annexure-V** without demanding any additional consideration of whatsoever nature in respect thereof.
13. (a) The Purchaser/s shall pay the aforesaid installments (after deducting TDS) on respective due dates strictly without any delay or default as time in respect thereof is made essence of the contract. The Promoters/Developers shall send the Demand Notice to the Purchaser/s at the address given by the Purchaser/s in this Agreement whenever such installments have become due and payable and the Purchaser/s shall be bound to pay the amount of the installments within 8 (Eight) days from receipt of such Demand Notice sent by Courier or Speed Post. In the event of the Purchaser/s making any delay or defaults in making payment of any of the aforesaid installments on due dates the Promoters/Developers shall be entitled to recover from the Purchaser/s and the Purchaser/s agree/s to pay to the Promoters/Developers, interest at the rate of 2% p.a. above the marginal cost of lending rate of State Bank of India, for every and all the delayed payments which become due and payable by the Purchaser/s to the Promoters/Developers under the terms of this Agreement from the date the said amount is payable by the Purchaser/s to the Promoters/Developers.

(b) Without prejudice to the right of Promoters/Developers to charge interest in terms of above clause, on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Promoters/Developers under this Agreement (including his/her proportionate share of taxes levied by concerned local

authority and other outgoings) and on the Purchaser/s committing **Three defaults** of payment of installments, the Promoters/Developers shall at his own option, may terminate this Agreement.

Provided and always that, Power of termination herein before contained shall not be exercised by the Promoters/ Developers unless and until the Promoters/Developers shall have given to the Purchaser/s fifteen (15) days prior notice in writing of their intention to terminate this Agreement and on pointing out the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement and if default shall have been made by the Purchaser/s in remedying such breach or breaches within 15 days period after the receipt of such notice, then, upon expiry of such notice period, this Agreement shall stand terminated without any further notice being required to be given or without any further act required to be performed by the Promoters/Developers.

Provided further that upon termination of this Agreement as aforesaid, the Promoters/Developers shall refund to the Purchaser/s after deducting a sum equal to 10% of the total consideration as liquidated damages within a period of Thirty days of the termination, the installments of sale consideration of the Said Premises which may till then have been paid by the Purchaser/s to the Promoters/Developers. No interest shall be paid by the Promoters/Developers to the Purchaser/s on such refundable amount. Upon termination of this Agreement pending refund of the amount as aforesaid, the Promoters/Developers shall be at liberty to dispose of and sell the Said Premises to any third party at such price and on such terms and conditions as the Promoter/s may desire and think fit in Promoter's/Developer's sole discretion without being requiring to obtain any consent from the Purchaser/s. The Promoters/Developers shall be entitled to initiate such proceedings as the Promoters/Developers might be advised in the matter against the Purchaser/s for recovery of losses that might be sustained by the Promoters/ Developers on account of the Purchaser/s compelling the Promoters/ Developers to terminate this Agreement as mentioned above.

- 14.(a) The Promoter/s 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 said premises to the Purchaser/s, obtain from the concerned local authority Occupancy and / or Completion Certificate in respect of the Building “**Auralis The Twins**”.

(b) Time is essence for the Promoters/Developers as well as the Purchaser/s. The Promoters/Developers shall abide by the time schedule for completing the project and handing over the said premises to the Purchaser/s and the common areas to the association of the Purchaser/s after receiving the Occupancy/Completion Certificate, as the case may be. Similarly, the Purchaser/s shall make timely payments of the installment and other dues payable by him / her / them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters/Developers as provided in clause 7 (B) hereinabove.

15. The Promoters/Developers hereby declares that the Floor Space Index available as on date in respect of the said property is _____ square meters only and Promoter has planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoters/Developers have disclosed the Floor Space Index of _____ as proposed to be utilized by them on the project land in the said Project and the Purchaser/s has/have agreed to purchase the said premises based on the proposed construction and sale of flats/shops/units to be carried out by the Promoters/Developers by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters/Developers only.
16. Purchaser/s is/are aware that, under the prevailing law, rules and regulations, the Promoters/Developers shall not be entitled to make any change or variation in the area of the said premises agreed to be purchased by the Purchaser/s under this Agreement. SAVE AND EXCEPT THE AFORESAID RESTRICTION, the Promoters/Developers shall otherwise be at liberty and are entitled, without requiring to obtain any further consent or concurrence from the Purchaser/s to get amended, revised, modified and/or redesign from time to time the layout of the said land; to sub divide the said property or to amalgamate the said property with any adjoining property. The Promoters/Developers is further at liberty to make the changes, modifications and amendments in the said sanction plans of

the said property after the approvals of the same from the said TMC. It is specifically agreed and understood that for making the aforesaid changes, the Promoters/Developers are not required to obtain any consent or concurrence from the Purchaser/s. Without prejudice to above if at all such consent or concurrence if required to be obtained from the Purchaser/s than, in that case, the Purchaser/s hereby give/ s and deemed to have given his/her/their irrevocable consent and concurrence for making all and every of the aforesaid changes as may be desired by the Promoters/Developers and Purchaser/s shall not dispute, object or oppose to the decisions of the Promoters/Developers in the behalf. The consent shall be considered to be the Purchasers' consent as contemplated under the RERA Act.

17. The Promoters/Developers intends to utilize if permissible the further TDR from other properties for additional constructions in the said property the Purchaser/s shall not be entitled to raise any objection for utilization such further TDR from other properties in the said property or from the said property to other properties.
18. The Promoters/Developers shall further be entitled to at their sole discretion and without requiring to obtain any further consent or concurrence from the Purchaser/s to exclude any portion from the present development of the said property or to acquire any additional property and to increase the area of the said property to be developed and the decision of the Promoters/Developers in respect thereof shall be final and binding on the Purchaser/s.
19. Any FSI/TDR in respect of the said property/land which is or which may become available in future as per the said D C Regulations of TMC which are presently in force and/or which may come in force in future and/or any FSI/FAR which may become available by way of TDR of any other land to be utilized in the said land/property as per the said D C Regulations of TMC for the time being in force and if such FSI/FAR/TDR is not consumed by the Promoters/Developers in the construction of the said building on the said land, the same shall even after registration of the society, company or association of the Purchaser/s of the premises in the said building **“Auralis The Twins”** to be constructed on the said property and even after the execution of the conveyance of the said property along with the buildings constructed thereon by the Promoters/Developers in favour of such society, company or associations in the manner set out herein, always belong to Promoters/Developers and the same shall be the property of the Promoters/Developers and the Promoters/Developers and/or their assignees shall always be free and entitled to use and utilize such unused FSI/FAR/TDR for further constructions

on the said property by way of any additions of the floors or by way of additions of any other structures to the building constructed on the said land.

20. The Promoters/Developers shall also be entitled to consume additional and/or balance F.S.I. available under D. C. Rules or by any special concessions being granted by the Thane Municipal Corporation or any other authorities, including the F.S.I. available in lieu of the road-widening, setback, reservation etc.
21. The Purchaser/s has/have demanded from the Promoters/Developers and the Promoters/Developers have given inspection to the Purchaser/s of all documents such as Declaration/s, Letter/s, Affidavit/s to be executed by the Purchaser/s at the time of handing over of the possession of the said premises and the Purchaser/s has/have approved the said drafts. The Purchaser/s undertakes to sign and execute all the aforesaid documents as and when demanded by the Promoters/ Developers without any demur.
22. The Promoters / Developers shall be entitled to and free to construct, additional structures, like sub-station for electricity, underground and overhead tanks, structures, watchman's cabin, toilet units for domestic servants, septic tank and soak pits, Rain-Harvesting Tanks, Earthing Pits, Generator Room, Meter Room, Fire Room the location of which are not particularly marked upon the ground floor's plans or layout plan of the said property. The Purchaser/s shall not interfere with the rights of Promoters / Developers in any manner.
23. The Promoters/Developers shall give the possession of the said premises to the Purchaser/s on or before 31st day of March, 2019 [with the grace period of 9 (nine) months beyond this date], **PROVIDED ALWAYS** that the Promoters/Developers shall be entitled to reasonable extension of time for giving possession/delivery of the said premises on or before the aforesaid date, if the completion of the building wherein the said premises is situated is delayed on account of :
- (i) Non availability of steel/cement, other building materials, water or electric supply;
or
 - (ii) War or like situation, civil commotion, strikes, riots, accident or any act of God or by reason of any national or international happenings or events and the resultant repercussions or its effect thereof directly or indirectly to the date of offer of possession.;

- (iii) Any notice, order, regulation, notification or directive of the Government, and / or any local or public or private body or authority and/or any other Competent Authority or any Court, or Tribunal or any quasi-judicial body or authority;
- (iv) Economic downturn;
- (v) Any other eventuality which is beyond the control of the Promoters/Developers including precarious financial condition of the Promoters/Developers and/or economic downswing in real estate or any other industry;
- (vi) Any Force Majure circumstances or conditions or any other causes beyond the control of or unforeseen by the Promoters/Developers or its agents including strikes or agitation by the workers or laborers of the Promoters/Developers or Contractors or the Suppliers;
- (vii) Changes in any rules, regulations, bye-laws of various statutory bodies or authorities affecting the development of the project;
- (viii) Delay in grant of any NOC/Permissions/License/Connections for installation of any services such as lifts, electricity and water connection and meters to the project/premises/road or Completion Certificate from the Appropriate Authority;
or
- (ix) Delay in the issue of the Occupation Certificate and / or any other certificates and/or grant of any permissions, sanctions, approvals and/or order as may be required in respect of the development of the said land/property by the TMC or any other Concerned Authority.

In the event of happening of any of the aforesaid events, the period of the delivery of possession of the said premises shall be automatically stand extended.

24.(a) If the Promoters/Developers fail to abide by the time schedule for completing the project and handing over the said premises to the Purchaser/s, the Promoters/Developers agree to pay to the Purchaser/s, who does not intend to withdraw from the project, interest at the rate of 2% p.a. above the marginal cost of lending rate of State Bank of India, on all the amounts paid by the Purchaser/s, for every month of delay, till the handing over of the possession.

(b) If the Promoters/Developers fail or neglect to give possession of the said premises to the Purchaser/s on account of reasons beyond their control and of their agents by the aforesaid date then the Promoters/Developers shall be liable on demand to refund

to the Purchaser/s, the amounts already received by them in respect of the said premises with interest at the rate of 2% p.a. above the marginal cost of lending rate of State Bank of India, from the date the Promoters/Developers received the sum till the date the amounts and interest thereon is repaid.

25. It is agreed that upon refund of the said amount as stated hereinabove, the Purchaser/s shall have no right, title, interest, claim or demand or dispute of any nature of whatsoever against the Promoters/Developers or against the said premises or against the said property in any manner whatsoever and the Promoters/Developers shall be entitled to deal with or dispose of the said premises to any person or any party as the Promoters/Developers may desire at their absolute discretion,
26. The Promoters/Developers, upon obtaining the Occupancy Certificate from the competent authority and on receipt of the entire consideration and other sums from the Purchaser/s as per this agreement, shall offer in writing the possession of the said premises to the Purchaser/s in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoter/Developers shall give possession of the said premises to the Purchaser/s. The Purchaser/s agree(s) to pay the maintenance charges as determined by the Promoters/Developers. The Promoters/Developers on its behalf shall offer the possession to the Purchaser/s in writing within 7 days of receiving the Occupancy Certificate of the Project. The Promoters/Developers agree and undertake to indemnify the Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters/Developers.
27. The Purchaser/s shall take possession of the said premises within 15 days of the written notice from the Promoters/Developers to the Purchaser/s intimating that the said premises is ready for use and occupancy:
28. Upon receiving a written intimation from the Promoters/Developers, the Purchaser/s shall take possession of the said premises from the Promoters/Developers by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the said premises to the Purchaser/s as applicable.

29. Within 15 days after notice in writing is given by the Promoters/Developers to the Purchaser/s that the said premises is ready for use and occupancy, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Said Premises) of outgoings in respect of the said land/property and building **“Auralis The Twins”** namely local taxes, betterment charges or such other levies by the concerned local authority and / or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land/property and building **“Auralis The Twins”**. Until the Society or Limited Company is formed and the said structure of the building **“Auralis The Twins”** is transferred to it, the Purchaser/s shall pay to the Promoters/Developers such proportionate share of outgoings as may be determined. The Promoters/Developers further agree that till the Purchaser/s’ share is so determined, the Purchaser/s shall pay to the Promoters/Developers provisional monthly contribution of Rs. _____/- per month towards the outgoings. The amounts so paid by the Purchaser/s to the Promoters/Developers shall not carry any interest and remain with the Promoters/Developers until a conveyance of the structure of the building **“Auralis The Twins”** is executed in favour of the society or a limited company as aforesaid. On such conveyance being executed for the structure of the building **“Auralis The Twins”** in favour of the society or a limited company as aforesaid, the aforesaid deposit (less deduction provided for in this Agreement) shall be paid over by the Promoters/Developers to the Society or the Limited Company, as the case may be.

30. The Purchaser/s hereby agree/s to and shall pay to the Promoters / Developers at the time of delivery of possession of the said premises, 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. _____/- for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.

(v) Rs._____/ - For Deposit towards Water, Electric, and other utility and services connection charges, etc &

(vi) Rs._____/ -for deposits of electrical receiving and Sub Station provided in Layout.

31. It is specifically agreed and understood that aforesaid amounts shall be paid by the Purchaser/s to the Promoters/Developers to defray the cost, expenses, charges, etc made and / or may be required to be incurred by the Promoters/Developers from time to time and hence if there is any additional cost, expenses, charges, etc required to be paid in these regards, the Purchaser/s shall be liable to pay the same when demanded. The Purchaser/s shall, as and when demanded by the Promoters/Developers, pay additionally to the Promoters/Developers the Purchaser/s share in respect of and / or on account of all or any of the items stated hereinbefore, which the Promoters/Developers at this stage is not in a position to specifically ascertain.

32. The Purchaser/s along with other Purchasers of other premises in the building **“Auralis The Twins”** shall join in forming and registering the Society which would be formed once the Purchasers book 51% of the sale flats to be known by such name as the Promoters/Developers 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 of the proposed Society and duly fill in, sign and return to the Promoters/Developers within seven days of the same being forwarded by the Promoters/Developers to the Purchasers, so as to enable the Promoters/Developers to register the common organization of Purchasers. No Objection shall be taken by the Purchasers, 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.

33. The Promoters/Developers shall maintain a separate account in respect of sums received by the Promoters/Developers from the Purchasers as advance or deposit, sums received on account of the share capital for the formation of the Co-operative Society or towards the outgoings and shall utilize the amounts only for the purpose for which they have been received.

34. The Purchaser/s shall pay to the Promoters/Developers a sum of Rs. _____/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoters/Developers in connection with formation of the 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.

35. The Promoters/Developers have decided that after completion of the entire development work of the said property strictly as per the sanctioned plan and the Promoters/Developers succeeding to sell, transfer and dispose of all the residential flats, commercial premises and other units in the development of the said land, the Promoters/Developers will convey the said property described in the **Fourth Schedules** hereunder written to the Society of the Purchaser/s of the various flats/premises to be formed under the provisions of the Maharashtra Co-operative Societies Act, 1960 or a limited Company or an Association, as the case may be and the Purchaser/s shall not be entitled to call upon the Promoters/Developers to convey the said property before the same.

36. At the time of registration of Conveyance of the said building “**Auralis The Twins**”, the Purchasers shall pay to the Promoters/Developers, the Purchasers’ share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or any document or instrument of transfer in respect of the said building “**Auralis The Twins**”,. At the time of registration of conveyance of the said property, the Purchasers shall pay to the Promoters/Developers, the Purchasers’ share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or any document or instrument of transfer in respect of the structure of the said property to be executed in favour of the Apex Body or Federation.

37. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The Promoters/Developers have clear and marketable title with respect to the said property; and has the requisite rights to carry out development upon the said

property and also has actual, physical and legal possession of the said property for the implementation of the Project.

- (ii) The Promoters/Developers have lawful rights and requisite approvals from the competent Authorities to carry out development of the said property and shall obtain requisite approvals from time to time to complete the development of the project;
- (iii) There are no encumbrances upon the said property;
- (iv) There are no litigations pending before any Court of Law with respect to the said property;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the said land/project and said building “**Auralis The Twins**” are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the said land/project and said building “**Auralis The Twins**” shall be obtained by following due process of law and the Promoters/Developers have been and shall, at all times, remain to be in compliance with all applicable laws in relation to said property and said building “**Auralis The Twins**” and common areas;
- (vi) The Promoter/Developers have the right to enter into this Agreement and has not committed or omitted to perform any act or things, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
- (vii) The Promoters/Developers have not entered into any agreement for sale and / or development agreement or any other agreement / arrangement with any person or party with respect to the said land/building and the said premises, which will, in any manner, affect the right of the Purchaser/s under this Agreement;
- (viii) The Promoters/Developers confirms that the Promoters/Developers are not restricted in any manner whatsoever from selling the said premises to the Purchaser/s in the manner contemplated in this Agreement;

- (ix) At the time of execution of the conveyance deed of the building **“Auralis The Twins”** to the association of Purchasers, the Promoters/Developers shall handover lawful, vacant, peaceful, physical possession of the common areas of the building **“Auralis The Twins”** to the Association of the Purchasers;
 - (x) The Promoters/Developers 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 property to the competent Authorities.
 - (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoters/Developers in respect of the said land/property except those disclosed herein.
- 38.** The Purchaser/s shall observe and perform all the bye/laws and/or rules and regulations of the proposed Co-operative Society on registration may adopt and the additions and alterations as amended thereof for protection and maintenance of the said building **“Auralis The Twins”** and residential flats therein and for the observance and carrying out the building's rules and regulations and the bye-laws for the time being of the T.M.C. and other local authorities and Government or other public body.
- 39.** The Purchaser/s agree/s and bind himself/herself/themselves to pay his/her/their proportionate share as may be determined by the Promoters / Developers of all outgoings in respect of the properties, including all Government rates, taxes and charges and Collector/s Bills, Electricity and Water Deposits, insurances, common lights, watchman and sweeper's wages, sanitation, additions and alterations, oil painting, colour washing, repairs etc. and all other outgoings and expenses of and incidental to the management and maintenance of the said land/property and the said building **“Auralis The Twins”**. The Purchaser/s shall indemnify and keep indemnified the Promoters / Developers against the payment of all taxes and other payments and expenses, if on account of failure on part of the Purchaser/s and/or Purchasers of any other residential flat to pay such proportionate share and if the said authorities

concerned take any action for the recovery of the same, the Promoters / Developers shall not be liable or responsible for any loss or damages which may be suffered by the Purchaser/s and/or Society on account of the said action.

40. So long as each flat in the said building “**Auralis The Twins**” is not separately assessed for taxes and water rates by the T.M.C., the Purchaser/s shall pay proportionate share of the water taxes and other taxes assessed on the whole building by the T.M.C. PROVIDED HOWEVER that if any special taxes and/or rates are demanded by T.M.C.. or any other authority by reason of any permitted use, the Purchaser/s alone shall bear and pay such special taxes and rates. As from the date of delivery of possession of the flat, the Purchaser/s and other Purchasers shall observe and perform all the Rules and Regulations of the T.M.C. and Other statutory bodies and shall indemnify and keep indemnified the Promoters/Developers against any loss or damage.
41. The Purchaser/S hereby agrees that in the event of any amount by way of premium to the T.M.C. or to the State Government or betterment charges or development tax, GST or any other tax or payment of a similar nature becoming payable by the Promoters/ Developers, the same shall be reimbursed by the Purchaser/s to the Promoters/ Developers in proportion to the area of the flat agreed to be purchased by the Purchaser/s and in determining such amount the decision of the Promoters/Developers shall be conclusive and binding upon the Purchaser/s.
42. The Purchaser/s hereby also agree/s to reimburse to the Promoters / Developers the amounts which may be paid by the Promoters/Developers to the Government / concerned local authority / any other public authority on Purchaser/s behalf.
43. The Purchaser/s shall use the flat or any part thereof or permit the same to be used only for purpose for which the same is allotted and in conformity with rules and regulations of the T.M.C. /Any Statutory Authority and/or the said Society. The Purchaser/s shall use the parking space allotted to him/her/them only for purpose of keeping or parking the Purchaser's own vehicle at his/her/their own risk.
44. The Purchaser/s shall maintain at his/her/their own costs the said premises/ Car Parking space/s agreed to be acquired by him/her/them in the same good tenantable

condition, state and order in which it is delivered to him/her/them and shall not do and cause to be done anything in or to the said building “**Auralis The Twins**”, flat, staircase and common passage (in which the said premises is situated), which may be against the rules and shall abide by all the bye-laws, rules and regulations or change / alter or make addition in or to the building “**Auralis The Twins**”, in which the said premises is situated and the said premises itself or any part thereof without the consent of the local authorities, if required of the Government, T.M.C., Reliance Undertaking, and all other authorities and local bodies and shall attend, answer and be responsible for compliance with the same.

45. The Purchaser/s shall not let, sublet, sale, transfer, convey, assign, mortgage, charge and/or in any way encumber, or deal with or dispose off or part with his/her/their interest, possession or the benefit of this Agreement in the said premises or assign, under let or part with his/her/their interest under or the benefit of this Agreement/s or any part thereof until all the dues payable by him/her/them to the Promoters / Developers under this Agreement are fully paid up and only if the Purchaser/s is not guilty of breach of non observance of any of the terms and conditions of this Agreement and until the Purchaser/s obtain prior written consent from the Promoters / Developers and/or Society. In the event of any such permitted transfer or assignment the Purchaser/s shall pay to the Promoters / Developers and/or the said Co-operative Society a transfer fee and/or damages, if any, before the Promoters / Developers /Society grant any such permission. Even after the formation of the Society and transfer of the said land/property to the Society the bye-laws of the Society shall provide that no member shall transfer, let out or encumber his flat/ car parking space/s or give it on leave and license basis or part with the possession of the same without the previous consent in writing of the Society.
46. If within a period of 5 (five) years from the date of handing over the said premises to the Purchaser/s, the Purchaser/s brings to the notice of the Promoters/Developers any structural defect in the said premises or the building in which the said premises is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters/Developers at their own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Promoters/Developers, compensation for such defect in the manner as provided under the Act.

47. The Purchaser/s shall not carry out any internal additions, alterations or changes without the prior written consent of the Promoters / Developers during the defect liability period of 5 (five) years from the date of handing over the said premises to the Purchaser/s and if any such alterations, additions or changes are being carried out by the Purchaser/s herein or other Purchasers of the flat/s then in such case the Promoters/Developers herein shall be released and discharged from the obligation to rectify or repair the said structural defect.
48. The Purchaser/s shall not be entitled to claim a partition of his/her/their share in the said property and/or the said building **“Auralis The Twins”**, and the same shall always remain undivided and impartable.
49. The Purchaser/s shall from time to time sign all applications, papers and documents and do all acts, deeds, and things as the Promoters/Developers or the Office bearers of the proposed Co-operative Society may require in safe guarding the interest of the Promoters/Developers and/or the Purchaser/s in the said building **“Auralis The Twins”**.
50. The Purchaser/s shall observe and perform all the stipulations and conditions laid down by such Co-operative Society as the case may be regarding the occupation and use of the building and/or car parking space/s and shall pay and contribute regularly towards the taxes, ground rent and/or expenses or other outgoings in accordance with the terms and conditions of this Agreement.
51. The Purchaser/s hereby also agree/s to reimburse to the Promoters / Developers the amounts which may be paid by the Promoters/Developers to the Government / concerned local authority / any other public authority on Purchaser/s behalf.
52. The Purchaser/s for himself/herself/themselves with intention to bind all persons into whomsoever hands the said premises may come, doth hereby covenant with the Promoters/Developers as follows :
- (a) To maintain the said premises at purchaser/s own costs in good tenantable repair and condition from the date of possession of the said premises and shall

not do or suffer to be done anything in or to the building in which the said premises is situated against the rules, regulations or bye-laws of concerned local authority and/or Co-operative Society or change/alter or make addition in or to the said premises or any part thereof without written consent of the Society.

- (b) Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said premises is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages whose upper floors which may damage or likely to damage the staircase, common passages or any other structures of the building in which the said premises is situated, including entrance of the building in which the said premises is situated and in case any damage is caused to the building in which the said premises is situated on account of negligence or default of the Purchaser/s in this behalf, the purchaser/s shall be liable for the consequences of the breach.
- (c) To carry at his/her/their own costs all internal repairs to the said premises and maintain the said premises in the same conditions, set and order in which it was delivered by the Promoters/Developers to the Purchaser/s and shall not do or suffer to be done anything in or to the building in which the said premises is situated or the said premises which may be against the rules and regulations and bye/laws of the concerned local authority or other public authority.
- (d) Not to demolish or caused to be demolished the said premises or any part thereof, nor at any time make or caused to be made any addition or alterations of whatever nature in or to the said premises or any part thereof, nor any alterations in the elevation and outside colour scheme of the building in which the said premises is situated and shall keep the said portion, sewers, drains, pipes in the said premises and 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 said premises is situated and shall not chisel or in any other manner damage the columns, beams, walls, slab or R.C.C., Pardis or other structural members in the said premises without the prior

written permission of the Promoters/ Developers and/or the Society or the Limited Company. In case, on account of any alterations being carried out by the Purchaser/s in the said premises, there shall be any damage to the adjoining flat or to the flat situated below or above the said premises (inclusive of leakage of water and damage to the drains the Purchaser/s shall at his/her/their own costs and expenses repair such damage (including recurrence of such damage) .

- (e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the building in which the said premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the said property and the building in which the said premises is situated.
- (g) Pay to the Promoters/Developers within 7(seven) days of demand by the Promoters / Developers, his/her/their share of security deposit demanded by concerned local authority of Government for giving water, electricity or any other service connection to the building in which the said premises is situated.
- (h) To bear and pay increase in local tax, water charge, insurance and such other levies, if any which are imposed by the concerned local authority and/or Government and/or other public authority.
- (i) Till a conveyance of building in which said premises is situated is executed the Purchaser/s shall permit the Promoters/Developers and their surveyors and agents with or without workmen and other, at all reasonable times, to enter into and upon the said land/property and building “**Auralis The Twins**”, or any part thereof to view and examine the state and conditions thereof.
- (j) In the event of the Purchaser/s committing any act in contravention of the above provisions, the Purchaser/s shall be responsible and liable for the

consequences thereof to the concerned local authority and/or such other public authority.

- (k) Not to fix grills on the windows/balconies of the said premises, otherwise than of the design and specifications given by the Promoters/Developers.
 - (l) Not to make any changes or alternations in the elevation or the exterior of the building in which the said premises is situated.
 - (m) Not to use any projection, chajjas, or any part of the said premises as flower beds/decks/ and shall also not keep any flower pots therein or do any act which shall spoil the colour scheme, exterior or elevation of the building in which the said premises is situated.
 - (n) Not to use or cause to be use the said premises or any part thereof for any unlawful, illegal, immoral activities and / or any other activities which has been prohibited by laws, rules, regulations and bye-laws, etc of the Government, Local Authority, Municipal Corporation, etc.
 - (o) Not to use or cause to be use the said premises or any part thereof for the business of Gambling, Video Parlour, etc or any trade or business having connection with Gambling or any other unlawful business.
53. The said Co-operative Society to be formed by the Purchaser/s of the premises etc. in the said building, shall ensure that the provisions of this Agreement, and all other deeds, documents and writings executed, or to be executed by the Promoters/ Developers with the Purchaser/s herein and all other Purchaser/s of the premises etc. in the said building are duly, punctually and fully implemented, fulfilled and carried into effect by it, by passing appropriate resolutions for that purpose and the said Society shall be bound and liable to ratify, confirm and adopt the same. Upon the formation and registration of the said Society, it shall, together with the Purchaser/s herein and all the other Purchaser/s of all the units, premises, offices, shops, etc. in the said building, be bound by and liable for any lien, charge, claim and/or demand which the Promoters/ Developers may have in respect of

the said premises hereby agreed to be purchased and all other units, premises, offices, shops, etc. in the said building.

54. Until the said property is transferred by the Promoters/Developers to the Co-operative Society by execution of a document of transfer as hereinafter provided and/or possession of the said property/land is delivered by the Promoters / Developers to the Co-operative Society and intimation of the same is received by the Purchaser/s from the Promoters/Developers, the Purchaser/s shall be bound and liable to pay to the Promoters / Developers regularly and punctually, all contributions and other amounts to be paid by the Purchaser/s, Purchaser/s shall not withhold any such payment to the Promoters/Developers. However, if the Promoters / Developers, in their absolute discretion, so desire, they shall be entitled to entrust the Management of the said property to the said Co-operative Society or to the Ad-hoc Committee, for looking after the disbursement of contributions from the Purchaser/s of premises in the said Building/s, towards payment of outgoings and expenses referred to herein, then in such event, the Promoters/Developers shall not be under any obligation or liability to collect the said contribution or to pay the said outgoings and expenses or any of them or be liable for any consequences arising due to delay in payment or non-payment thereof or for any matter concerning maintenance or management of the said property and all responsibilities in that behalf shall be of the said Co-operative Society or the Ad-hoc Committee of the Purchaser/s, as the case may be. In the event of the management being entrusted as provided hereinabove, the rights shall be to manage the said properties/buildings and to pay the outgoings to the authorities concerned and the same shall not affect the rights of the Promoters/Developers provided under this Agreement, nor such act on the part of the Promoters/Developers shall be deemed to be a waiver of the rights of the Promoters / Developers under this Agreement.
55. In addition to the purchase-price and/or consideration agreed to be paid by the Purchaser/s to the Promoters/Developers, as herein provided, the Purchaser/s shall, from time to time, make the payment of the deposits as mentioned hereinabove. The Purchaser/s agree/s that, the Purchaser/s shall make the payment of the said deposit/s within a period of one week from the receipt of written

demand from the Promoters/ Developers, without committing any delay and/or default and/or without raising any objections whatsoever.

56. Nothing contained in these presents shall be construed to confer upon the Purchaser/s, any right, title or interest of any kind whatsoever in, to or over the said property or the building or any part thereof. Such conferment shall take place only upon the execution of Conveyance in favour of a Co-operative Society or on Incorporated Body to be formed by the Purchaser/s of different premises in the said building as hereinafter stated.
57. The Promoters/Developers declare that the general or common facilities will remain and continue to remain under the control and possession of the Promoters/ Developers and the Promoters/Developers shall be entitled to charge on account such amount or amounts as may be decided by the Promoter/Developer from time to time of the said common areas, facilities to the Purchaser/s as and by way of maintenance and upkeep charges in respect thereof till the time conveyance of the entire property in favour of the co-operative society is executed by the Promoters/Developers.
58. The Purchaser/s shall permit the Promoters/ Developers and his/her/ their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said premises/ Car Parking Space or any part thereof for the purpose of making, repairing, maintaining, rebuilding, cleaning, lighting and keep in order and good condition services, drains, pipes, cables, water connection, electric connections, wires, part structures, and other conveniences belonging to serving or used for the said building and also for the purpose of laying down, maintaining, repairing and testing drainage, gas and water pipes and electric wires and for similar purpose and also for the purpose of cutting off the supply of water to the flat or the building in respect whereof the purchaser/s or the occupier of any flat as the case may be shall be in default in paying his/her/their share of the water charges and maintenance bill issued by the Promoters/Developers to the said Society as the case may be.
59. All refundable deposits will belong to the Promoters / Developers and that the Promoters / Developers / will be entitled to receive the said amount from the authorities of T.M.C., MHADA, MMRDA or any other authority as may be necessary for the Purchaser/s in his/her/their individual capacity as well as in

his/her/their capacity as the member of the proposed society as herein mentioned shall have no objection of whatsoever nature in respect thereof.

- 60.** The Purchaser/s in his/her/their individual capacity as also in his/her/their capacity as member of the co-operative society or a corporate body that may be formed and registered do hereby agree that the unsold residential flats in the development of the said property shall belong and continue to belong to the Promoters / Developers prior to the execution of Conveyance in favour of the Co-operative society or corporate body and even after the execution of the said Conveyance as herein mentioned the Promoters/ Developers may if they so desire become member/s of the said society in respect thereof and the Promoters/ Developers shall have full right, absolute power and authority and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose of the same in any manner and for such consideration, and on such terms and conditions as they may in their sole and absolute discretion deem fit and proper to any person or party of their choice and that as and when the Promoters / Developers succeed to sell, transfer and dispose of the said unsold residential flats/Apartments to the prospective buyers thereof neither the Purchaser/s herein nor the said Co-op Hsg. Society shall object to or dispute the same. On the Promoters / Developers intimating to the said Society the name or names of the Purchaser/s of such unsold flat/s, the said society or the corporate body shall be duty bound to transfer the same in the name of the said prospective Purchasers and shall forthwith accept and admit such Purchaser/s as their member/s and share holder/s. Upon the said prospective Purchaser/s paying to the said society the sum of **Rs._____/-** as share money and a sum of **Rs._____/-** by each member as entrance fee, the society shall without raising any dispute or objection forthwith issue share certificate/s and other necessary documents in favour of the prospective Purchaser/s without demanding any transfer charges or any further fees, donation and/or any additional costs etc. of whatsoever nature in respect thereof.
- 61.** In the event of non-observance or non-performance of any of the provisions of this Agreement on the part of the Purchaser/s, this Agreement shall at the option of the Promoters/Developers come to an end and all rights of the Purchaser/s in respect of the said premises' and the said money shall extinguish and come to an end and the Purchaser/s shall not be entitled to take any objection or proceedings or make any claim in respect thereof.

62. The Purchaser/s do hereby agree that the Promoters/ Developers have clarified to the Purchaser/s that till the time the Promoters/Developers succeed to sell, transfer and dispose of the residential flat/s, in the development of the said property all the said premises will be treated as unsold flat/s and that the Promoters/Developers will not be held liable and/or responsible for payment of revenue assessment, society maintenance charges or any other outgoings in respect of the said unsold flat/s except municipal taxes.
63. The Purchaser/s agree/s that if the Promoters/Developers need to lay any air conditioner ducting line, electricity cable and/or any other cable for telephone, television or any other services from the walls of the said flat / car parking space/s to any other flat car parking space/s in that event the Purchaser/s will allow the Promoters/Developers to do so, without raising any objection of whatsoever nature for the same.
64. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said premises or of the said land/property and Building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the said premises hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters/Developers until the said structure of the building is transferred to the Society / Limited Company or other body and until the said land/property is transferred to the Apex Body / Federation as hereinbefore mentioned.

65. PROMOTERS/DEVELOPERS SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoters/Developers executes this Agreement they shall not mortgage or create a charge on the said premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser/s who had taken or agreed to take such said premises.

66. BINDING EFFECT

Forwarding this Agreement to the Purchaser/s by the Promoters/Developers does not create a binding obligation on the part of the Promoters/Developers or the Purchaser/s until, firstly, the Purchaser/s sign/s and deliver/s this Agreement with all the schedules along with the payments due as stipulated in the Clause 5 (b) herein within 30 (thirty) days from the date of receipt by the Purchaser/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoters/Developers. If the Purchaser/s fails to execute and deliver to the Promoters/Developers this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/s and / or appear before the Sub-Registrar for its registration as and when intimated by the Promoters/Developers, then the Promoters/Developers shall service a notice to the Purchaser/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith including the booking amount shall be returned to the Purchaser/s without any interest or compensation whatsoever.

67. ENTIRE AGREEMENT

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

68. RIGHT TO AMEND

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

69. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/S AND SEBSEQUENT PURCHASERS.

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 Purchasers of the

said premises, in case of a transfer, as the said obligations go along with the said premises for all intents and purpose.

70. SEVERABILITY

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

71. METHODS OF CALCULATING OF PROPORTINATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Purchaser/s has/have 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 Flats in the Building “Auralis The Twins”.

72. 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 specially 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.

73. The Purchaser/s shall present his Agreement at the proper registration office for registration hereof within the period prescribed by the Registration Act, and the Promoters/Developers and /or their nominees or constituted Attorney will attend such office and admit execution hereof. The Purchaser shall alone be liable to bear and pay the

Stamp Duty, Registration Charges and all other incidental expenses on these presents. The Purchaser/s shall also pay his/her/their proportionate share of stamp Duty, Registration Charges and other incidental expenses with regard to Conveyance of the said land/property together with the building constructed thereon to the society , company or Association as the case may be whenever the same is executed.

74. All letters, receipts and/or notice to be served upon the Purchaser/s as contemplated by this Agreement, shall be deemed to have been duly issued and served, if sent to the Purchaser/s, by Registered Post Acknowledgement Due/e-mail or by courier at his/her/their address specified below and will be sufficient proof of receipt of the same by the Purchaser/s and the Purchaser/s will not be entitled to make any grievances in respect thereof and will not be entitled to maintain that the Purchaser/s did not receive the same.

Address_____

75. All letters dispatched by Registered Post Acknowledgement Due and/or e-mail or by Courier Service will be deemed to have been received by the Purchaser/s.

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

77. Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the _____ Authority as per the provision of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

78. 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 at Thane/Mumbai courts will have the jurisdiction for this Agreement.

FIRST SCHEDULE OF THE PROPERTY ABOVE REFERRED TO

All those pieces or parcels of land, situate, lying and being at Village Naupada, Taluka Thane, in the Registration District and Sub-District of Thane bearing City Survey No. 1201(p), Town Planning Scheme No.1, Final Plot No. 136-B, admeasuring 10070.90 sq. yds. equivalent to 8420.28 sq. mtrs. or thereabout and delineated on the plan being **Annexure - I** and thereon shown surrounded by red colour boundary line and bounded as follows i.e.

to say :-

- On or towards North : By C.T.S. No. 1786
- On or towards East : By C.T.S. No. 1201(P)
- On or towards South : By CTS No. 1380
- On or towards West : By C.T.S. No. 1202 and 1249 (P)

SECOND SCHEDULE OF THE PROPERTY ABOVE REFERRED TO

(Amenity Plot)

All those pieces or parcels of plot of land, situate, lying and being at Village Naupada, Taluka Thane, in the Registration District and Sub-District of Thane bearing City Survey No. 1201 (p), Town Planning Scheme No.1, Final Plot No. 136-B, admeasuring 421.01 sq. mtrs. or thereabout being Amenity Plot and delineated on the sanctioned plan being **Annexure - II** and thereon shown hatched in Green colour.

THIRD SCHEDULE OF THE PROPERTY ABOVE REFERRED TO

All those pieces or parcels of plot of land, situate, lying and being at Village Naupada, Taluka Thane, in the Registration District and Sub-District of Thane bearing City Survey No. 1201(p), Town Planning Scheme No.1, Final Plot No. 136-B, admeasuring 1999.87 sq. mtrs. or thereabout being the land proposed to be conveyed and transferred to MMRDA and/or their assignees and delineated on the sanctioned plan and thereon shown hatched in Blue colour at **Annexure-III**.

FOURTH SCHEDULE OF THE PROPERTY ABOVE REFERRED TO;

(Said Property)

All those pieces or parcel of land situate, lying and being at Village Naupada, Taluka Thane, in the Registration District and Sub-District Thane, bearing City Survey No. 1201(p), Town Planning Scheme No.1, Final Plot No. 136-B, admeasuring 5999.45 sq.

mtrs. or thereabout (shown hatched in Yellow colour on **Annexure-II**) being the land proposed to be developed and ultimately conveyed to the Co-operative Society/ies as herein mentioned and bounded as follows i.e. to say:-

- On or towards North : By C.T.S. No. 1786
- On or towards East : By MMRDA PLOT
- On or towards South : By CTS No. 1380
- On or towards West : By C.T.S. No. 1202 and 1249 (P)

FIFTH SCHEDULE OF THE PROPERTY ABOVE REFERRED TO

Flat bearing No. _____ on the _____ floor in Tower No. _____ admeasuring about _____ sq. ft. (carpet area) shown surrounded in red colour on the typical floor plan being **Annexure “IV”** of the said building, known as **“Auralis The Twins.**

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

SIGNED, SEALED AND DELIVERED)
by the withinnamed)
"PROMOTERS / DEVELOPERS")
M/s. DEEP HOMES & CONSTRUCTIONS LLP)
Through its Authorized Partner)
Mr. _____)
in presence of)
1.)
2.)
SIGNED, SEALED AND DELIVERED)
by the withinnamed)
" PURCHASER/S ")
Mr./Mrs./M/s. _____)
_____)

_____)

)

In presence of _____)

- 1.
- 2.

RECEIPT

RECEIVED of and from the withinnamed the Purchaser/s a sum of

Rs. _____/- (Rupees _____
_____Only) wide Cheque /

Draft No. _____ dated _____drawn on_____

_____ being
the part-payment of the purchase price and/or consideration amount to be paid by
him/her/them to us.

For M/s. Deep Homes & Constructions LLP
(Promoters / Developers)

Partner / Authorised Signatory

Witnesses :

- 1.
- 2.