



MAYFAIR HOUSING PVT. LTD.

Regd. Office : 1, Mayfair Meridian, Near St. Blaise Church, Ceaser Road, Andheri (W), Mumbai - 400 058, India, | CIN : U70100MH1986PTC041829
Tel : 6723 2300 | Fax : 6723 2358 | E-mail : info@mayfairhousing.com | Website : www.mayfairhousing.com

Date: _____

Provisional Allotment Letter

Mr. _____,

PAN No.:

Dear Sir,

Sub: Provisional Allotment of Flat No. admeasuring Sq. ft. Carpet approximately equivalent to Sq. Mtrs. on Floor in Wing '....' also Known as, in the project known as 'Mayfair Vishwaraja' situated at Survey No. 204/1 A, 226/1 2 , 226/2 A Village Titwala, Before Ganesh Plaza Hotel, Titwala (East), Taluka Kalyan, Dist. Thane.

Area:

Flat No:

Total Value:

- 1) With reference to your provisional Allotment of the said flat and upon you handing over to us a cheque of Rs..... Cheque No., dated, drawn onBank towards the initial deposit amount we acknowledge the receipt of the same.
- 2) It is agreed and understood that the allotment of the said flat is only provisional.

- 3) You have also agreed and confirmed that you shall execute a written agreement for sale in respect of the said flat, subject to making fifty percent of the total value of the said flat or as and when called to you for executing the agreement, whichever is earlier.
- 4) You are aware that we are entitled to develop and construct a Residential/Commercial Complex as per the prevailing D C Regulation of Kalyan Dombivali Municipal Corporation (KDMC) called "Mayfair Vishwaraja" situated at Survey No. 204/1 A, 226/1 2 , 226/2 A, Village Titwala, Before Ganesh Plaza Hotel, Titwala (East), Taluka Kalyan, Dist. Thane.
- 5) We also explained to you the phase wise development of the said property as and when permission would be available to us. We have also explained to you that the layout of the said property is subject to amendment and changes at our sole discretion and subject to final approval from concerned authorities.
- 6) The total consideration for the flat isYou hereby confirms the following schedule of the payment and will make the payment accordingly in time. Time being essence of payment. In case of any failure on your part to make payment as per the schedule given here in below we have a right to forfeit the amount paid by you and / or charge interest @18% per annum on the due amount, up till the date of payment amount due together with interest thereon and/or shall be entitled to terminate allotment of the flat without giving any notice to you.

Rs.), being the booking amount paid by the Purchaser/s to the Developer prior to the execution hereof (the payment and receipt whereof the Developer doth hereby admit and acknowledge).

Rs.), on or before

The balance consideration of within 7 (Seven) days of the Developer offering to put the Purchaser/s in possession of the said Flat.

- 7) You have agreed and confirmed that you shall not create any third party right on the said flat, nor shall you be entitled to sell the said flat on or before 12 months from the date of execution of Sale agreement.
- 8) You have agreed and confirmed that the total charges of stamp duty and registration shall be borne by you before taking possession or on or before O.C certificate comes, whichever is earlier.
- 9) You have inspected the Approved plans and the Title documents of the Land; however we are entitled to modify the plans as required by KDMC.
- 10) You also confirm that until the time of the agreement is executed, you shall not have any right, title interest in respect of the said flat and amount paid shall remain with us as non-interest bearing deposit.
- 11) You hereby also agree and confirm that is payable over and above the cost of the flat, towards maintenance charges for 12 months which shall be paid by you at the time of possession plus service tax applicable at the time of possession, the maintenance will be applicable from the date of O/C certificate or possession for furniture work whichever is earlier.

- 12) You have agreed and confirmed that _____ is payable by you over and above the cost of the said Flat towards betterment development charges, legal fees etc. which shall be paid as and when demand is made by us on that behalf and the said amount is non – refundable and is payable prior to registration of the Agreement for Sale.
- 13) We shall have full right and absolute authority and shall be entitled to at any time hereafter to change alter and amend the layout, plans, designs; elevation etc. of Mayfair Vishwaraja and you shall not have any objections in this regard.
- 14) The transaction covered by this agreement is understood to be a sale liable under the Value Added Tax (VAT) and Service Tax as per the existing regulations. The VAT and Service Tax or any other tax that is liable to be paid or may become liable to be paid in future under any statute Central to State shall be payable by the purchasers.
- 15) You are requested to sign in confirmation of accepting the terms as mentioned hereinabove by subscribing your signature on this letter and copy of this letter.
- 16) The carpet area shall include the door jams and RCC columns offset, however the actual carpet area on site shall differ coz of skirting, POP, Tiling, Plaster and you shall not object to such difference or be entitled to any remuneration for such difference in carpet area.

Thanking you,

I/ We agree and confirm the same

For, **MAYFAIR HOUSING PVT. LTD.**

Authorized Signatory

.....

Sr. No.	NOTE
1	Stamp Duty, Registration, Service Tax, VAT charges are subject to change as per the Government Norms, Registration of Agreement for sale should be done within 30 days from the date of booking.
2	Stamp Duty & registration charges to be paid by the Purchaser. Subject to change without prior intimation.
3	Rs.7,000/- Agreement Scanning Charges will be charged at the time registration.
4	Time for Payment of Installments, Deposits and charges is of essence. You are aware that interest applicable as per The Real Estate (Regulation and Development) Act, 2016 (RERA) is payable on all delayed payments.
5	Alteration of the Windows, Grills External Elevation, and façade is strictly not allowed.
6	Please provide 1 Passport size Photo of applicants, original and photocopy of address proof PAN Card, Driving license, Passport, ration Card Voter ID, Aadhaar Card, Proof of Indian Origin (Any One).
7	Booking amount Rs.51,000/-.
8	Flat is not transferable till the time of Possession.

AGREEMENT FOR SALE

THIS AGREEMENT is made at Titwala, on this ____ day of _____ 20____,

BETWEEN:

MAYFAIR HOUSING PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 1, Mayfair Meridian, Caesar Road, Andheri (West), Mumbai 400 058, hereinafter referred to as “**the Developer**” (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include its successors and assigns) of the **ONE PART**;

AND

1) **Mr.**, **Years** **PAN No.:**

2) **Mrs.**, **Years**, **PAN No.:**

Indian Inhabitant/s, having his/her/their address at
“.....” 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, administrators and permitted assigns,) of the
OTHER PART: -

The Developer and the Purchaser/s are hereinafter individually referred to as “**a Party**” and collectively as “**the Parties**”.

WHEREAS:

- (A) One Mr. Baban Daulati Bhalerao (hereinafter referred to as the “**said Bhalerao**”) was the holder in origin of all those pieces and parcels of land bearing Survey No. 204, Hissa No. 1A, admeasuring 0H-20R-7P, equivalent to 2,070 square meters and Survey No. 226, Hissa No. 2A admeasuring 0H-65R-0P. equivalent to 6,500 square meters and thus admeasuring 8,570 square meters in aggregate of Village Titwala, Taluka Kalyan, District Thane within the limits of Kalyan Dombivli Municipal Corporation (hereinafter referred to as “**the KDMC**”) in the registration Sub-district of Kalyan (hereinafter referred to as the “**First Larger Property**”).
- (B) The First Larger Property was divided into 7 (Seven) plots of land admeasuring 4616 square meters in the aggregate (hereinafter referred to as “**the Sub-Divided Plots**”) and in addition thereto certain land admeasuring approximately 3,954 square meters in the aggregate was reserved in the layout plan as an open space requirement, internal road and other reservations (hereinafter referred to as “**the Amenity Plot**”).
- (C) The said Bhalerao at various points in time sold such Sub-Divided Plots comprised in the First Larger Property to various persons as per the following details:
- (a) By and under a Deed of Conveyance dated 8th August, 1996, made and executed between the said Bhalerao (therein referred to as ‘the Owner’) of the First Part and (1) Vidya Kamlakar Jakatdar (2) Vinita Vasant Karode (3) Vikas Dwarkanath Kolaskar and (4) Shobha Ravindra Choudhary (therein referred to as ‘the Purchasers’) (hereinafter collectively referred to as the “**First Plot Owners**”) of the Second Part and Mr. Narayan Kamtaprasad Tiwari (therein referred to as ‘the

Confirming Party’) of the Third Part, (hereinafter referred to as the “**First Plot Conveyance**”), the said Bhalerao sold, transferred and conveyed a portion of the First Larger Property admeasuring 465 square meters bearing Plot no. 1 (hereinafter referred to as “**the First Plot**”). The First Plot Conveyance is duly registered with the Sub-Registrar of Assurances, Kalyan-1 under no. 4549 on 8th August, 1996.

- (b) By and under a Deed of Conveyance dated 8th August, 1996, made and executed between the said Bhalerao (therein referred to as ‘the Owner’) of the First Part and (1) Poonam D.K. Sinha and (2) Dinendrakumar Sinha (therein referred to as ‘the Purchasers’) (hereinafter collectively referred to as the “**Second Plot Owners**”) of the Second Part and Mr. Narayan Kamtaprasad Tiwari (therein referred to as ‘the Confirming Party’) of the Third Part, (hereinafter referred to as the “**Second Plot Conveyance**”) the said Bhalerao sold, transferred and conveyed a portion of the First Larger Property admeasuring 605.25 square meters bearing Plot no. 2 (hereinafter referred to as “**the Second Plot**”). The Second Plot Conveyance is duly registered with the Sub-Registrar of Assurances, Kalyan-1 under no. 4550 on 8th August, 1996. The Second Plot was further sold, transferred and conveyed by the Second Plot Owners to one Mr. Arunsingh Awadhbihari Singh, by and under a Deed of Conveyance dated 7th October, 2004 made and executed between the Second Plot Owners of the One Part and the said Mr. Arunsingh Awadhbihari Singh of the Other Part. The said Deed of Conveyance dated 7th October, 2004 is duly registered with the Sub-Registrar of Assurances, Kalyan-1 under no. 6314 on 7th October 2004.
- (c) By and under a Deed of Conveyance dated 8th August, 1996, made and executed between the said Bhalerao (therein referred to as ‘the Owner’) of the First Part and (1) Shivprasad Ratanmani Kala and (2) Nirmala M Singh (therein referred to as ‘the Purchasers’) (hereinafter collectively referred to as the “**Third Plot Owners**”) of the Second Part and Mr. Narayan Kamtaprasad Tiwari (therein referred to as the Confirming Party) of the Third Part, (hereinafter referred to as the “**Third Plot Conveyance**”), the said Bhalerao sold, transferred and conveyed a portion of the First Larger Property admeasuring 580.75 square meters bearing Plot no. 3 (hereinafter referred to as “**the Third Plot**”). The Third Plot Conveyance is duly registered with the Sub-Registrar of Assurances, Kalyan-1 under no. 4551 on 8th August, 1996.
- (d) By and under a Deed of Conveyance dated 8th August, 1996, made and executed between the said Bhalerao (therein referred to as ‘the Owner’) of the First Part and (1) Sangeeta Ajit Mehta (2) Deepmala Brajesh Mehta (3) Nita Binodkumar Sinha and (4) Meena R.K. Ambastha (therein referred to as ‘the Purchasers’) (hereinafter collectively referred to as the “**Fourth Plot Owners**”) of the Second Part and Mr. Narayan Kamtaprasad Tiwari (therein referred to as ‘the Confirming Party’) of the

Third Part, (hereinafter referred to as the “**Fourth Plot Conveyance**”) the said Bhalerao sold, transferred and conveyed a portion of the First Larger Property admeasuring 900 square meters bearing Plot no. 4 (hereinafter referred to as “**the Fourth Plot**”). The Fourth Plot Conveyance is duly registered with the Sub-Registrar of Assurances, Kalyan-1 under no. 4552 on 8th August, 1996.

- (e) By and under a Deed of Conveyance dated 8th August, 1996, made and executed between the said Bhalerao (therein referred to as ‘the Owner’) of the First Part and (1) Dr. H. Prasad and (2) Ajitkumar B.K.L.Mehta (therein referred to as ‘the Purchasers’) (hereinafter collectively referred to as the “**Fifth Plot Owners**”) of the Second Part and Mr. Narayan Kamtaprasad Tiwari (therein referred to as ‘the Confirming Party’) of the Third Part, (hereinafter referred to as the “**Fifth Plot Conveyance**”) the said Bhalerao sold, transferred and conveyed a portion of the First Larger Property admeasuring 730 square meters bearing Plot no. 5 (hereinafter referred to as “**the Fifth Plot**”). The Fifth Plot Conveyance is duly registered with the Sub-Registrar of Assurances, Kalyan-1 under no. 4553 on 8th August, 1996.
- (f) By and under a Deed of Conveyance dated 8th October, 1993 made and executed between the said Bhalerao (therein referred to as ‘the Owner’) of the First Part and (1) Nitin Vasant Lachke (2) Satish Vasant Lachke (3) Pankaj Vasant Lachke and (4) Suresh Sadashiv Paranjpe (therein referred to as ‘the Purchasers’) (hereinafter collectively referred to as the “**Sixth Plot Owners**”) of the Second Part, (hereinafter referred to as the “**Sixth Plot Conveyance**”) the said Bhalerao sold, transferred and conveyed a portion of the First Larger Property admeasuring 635 square meters bearing Plot no. 6 (hereinafter referred to as “**the Sixth Plot**”) on the terms and conditions mentioned therein. The Sixth Plot Conveyance is duly registered with the Sub-Registrar of Assurances, Kalyan-1 under no. 2037/1993 on 5th August, 2010. Due to inadvertence, an error had crept in the said Deed of Conveyance dated 8th August 1993 hence, by and under a Deed of Correction dated 11th April, 2001 the error in the name of the Village was corrected to Village Titwala which was erroneously written as Village Manda. The said Deed of Correction dated 11th April, 2001 is duly registered with the Sub-Registrar of Assurances, Kalyan-1 under no. 984/2001 on 18th May 2001.
- (g) By and under a Deed of Conveyance dated 8th August, 1996, made and executed between the said Bhalerao (therein referred to as ‘the Owner’) of the First Part and (1) Yamnath Govardhan Basyal and (2) Mr. B.K.L.Mehta (therein referred to as ‘the Purchaser’) (hereinafter collectively referred to as the “**Seventh Plot Owners**”) of the Second Part and Mr. Narayan Kamtaprasad Tiwari (therein referred to as ‘the Confirming Party’) of the Third Part, (hereinafter referred to as the “**Seventh Plot Conveyance**”) the said Bhalerao sold, transferred and conveyed a portion of the First Larger Property admeasuring 700 square meters bearing Plot no. 7 (hereinafter referred to as “**the Seventh Plot**”). The Seventh Plot Conveyance is duly registered

with the Sub-Registrar of Assurances, Kalyan-1 under no. 4554 on 8th August, 1996.

- (D) Pursuant to the aforesaid, by and under various documents, one M/s. Harmya Developers (formerly known as Valram Corporation), a partnership firm duly registered under the provisions of the Indian Partnership Act, 1932 and having its principal place of business at 712A-712B, Acme Plaza, Andheri Kurla Road, Opposite Big Sangam Cinemas, Andheri East, Mumbai 400 069, (hereinafter referred to as “**Harmya**”) acquired the entire First Larger Property or the development rights therein as per the following details:
- (a) By and under a Deed of Conveyance dated 24th April, 2008, made and executed between the First Plot Owners (therein referred to as ‘the Vendors’) of the First Part and Harmya (therein referred to as ‘the Developers’) of the Second Part, (hereinafter referred to as “**the Harmya First Plot Conveyance**”) the First Plot Owners, sold, conveyed and transferred all their right, title and interest in to upon the First Plot to and in favour of Harmya, at and for the consideration and on the other terms and conditions more particularly mentioned therein. The Harmya First Plot Conveyance is duly registered with the Sub-Registrar of Assurances, Kalyan-1 under number KLN1-03142-2008. Along with the Harmya First Plot Conveyance, the First Plot Owners also executed an irrevocable power of attorney to and in favour of two of the partners of Harmya for doing various acts, deeds, matters and things in respect of the First Plot (hereinafter referred to as “**the Harmya First Plot IPoA**”). The Harmya First Plot IPoA is duly registered with the Sub-Registrar of Assurances, Kalyan-1 under number KLN1-03143-2008.
 - (b) By and under a Deed of Conveyance dated 7th September, 2009 made and executed between the said Mr. Arunsingh Awadhbihari Singh (therein referred to as ‘the Vendor’) of the First Part and Harmya (therein referred to as ‘the Purchasers’) of the Second Part, (hereinafter referred to as “**the Harmya Second Plot Conveyance**”) the said Mr. Arunsingh Awadhbihari Singh, sold, conveyed and transferred all his right, title and interest in to upon the Second Plot to and in favour of Harmya, at and for the consideration and on the other terms and conditions more particularly mentioned therein. The Harmya Second Plot Conveyance is duly registered with the Sub-Registrar of Assurances, Kalyan-1 under number KLN1-06025-2009. Along with the Harmya Second Plot Conveyance, the said Mr. Arunsingh Awadhbihari Singh also executed an irrevocable power of attorney to and in favour of two of the partners of Harmya for doing various acts, deeds, matters and things in respect of the Second Plot (hereinafter referred to as “**the Harmya Second Plot IPoA**”). The Harmya Second Plot IPoA is duly registered with the Sub-Registrar of Assurances, Kalyan-1 under number KLN1-06026-2009.
 - (c) By and under a Development Agreement dated 4th April, 2008, made and executed between the Third Plot Owners (therein referred to as ‘the Owners’) of the First Part and Harmya (therein referred to as ‘the Developers’) of the Second Part,

(hereinafter referred to as **“the Harmya Third Plot Development Agreement”**) the Third Plot Owners, granted to and in favour of Harmya, full and exclusive development rights in respect of the Third Plot at and for the consideration and on the terms and conditions more particularly contained therein. The Harmya Third Plot Development Agreement is duly registered with the Sub-Registrar of Assurances, Kalyan-1 under number KLN1-02585-2008. Along with the Harmya Third Plot Development Agreement, the Third Plot Owners also executed an irrevocable power of attorney to and in favour of two of the partners of Harmya for doing various acts, deeds, matters and things in respect of the Third Plot (hereinafter referred to as **“the Harmya Third Plot IPoA”**). The Harmya Third Plot IPoA is duly registered with the Sub-Registrar of Assurances, Kalyan-1 under number KLN1-02586-2008. By and under a Deed of conveyance dated 21st August 2014 registered in the office of Sub-Registrar of Assurances, Kalyan-4, at serial no. 5149 the Third Plot Owners sold, conveyed and transferred all their right, title and interest in to upon the Third Plot to and in favour of Harmya, at and for the consideration and on the other terms and conditions more particularly mentioned therein.

- (d) By and under a Development Agreement dated 5th March, 2008, made and executed between the Fourth Plot Owners (therein referred to as ‘the Owners’) of the First Part and Harmya (therein referred to as ‘the Developers’) of the Second Part, (hereinafter referred to as **“the Harmya Fourth Plot Development Agreement”**) the Fourth Plot Owners, granted to and in favour of Harmya full and exclusive development rights in respect of the Fourth Plot at and for the consideration and on the terms and conditions more particularly contained therein. The Harmya Fourth Plot Development Agreement is duly registered with the Sub-Registrar of Assurances, Kalyan-1 under number KLN1-01768-2008. Along with the Harmya Fourth Plot Development Agreement, the Fourth Plot Owners also executed an irrevocable power of attorney to and in favour of two of the partners of Harmya for doing various acts, deeds, matters and things in respect of the Fourth Plot (hereinafter referred to as **“the Harmya Fourth Plot IPoA”**). The Harmya Fourth Plot IPoA is duly registered with the Sub-Registrar of Assurances, Kalyan-1 under number KLN1-01769-2008. By and under a Deed of Conveyance registered in the office of Sub-Registrar of Assurances, Kalyan -4 at serial no. 5146 on 21st August 2014 the Fourth Plot Owners sold, conveyed and transferred all their right, title and interest in to upon the said Fourth plot unto Harmya on the terms and conditions mentioned therein.
- (e) By and under a Development Agreement dated 5th March, 2008, made and executed between the Fifth Plot Owners (therein referred to as ‘the Owners’) of the First Part and Harmya (therein referred to as ‘the Developers’) of the Second Part, (hereinafter referred to as **“the Harmya Fifth Plot Development Agreement”**) the

Fifth Plot Owners, granted to and in favour of Harmya full and exclusive development rights in respect of the Fifth Plot at and for the consideration and on the terms and conditions more particularly contained therein. The Harmya Fifth Plot Development Agreement is duly registered with the Sub-Registrar of Assurances, Kalyan-1 under number KLN1-01770-2008. Along with the Harmya Fifth Plot Development Agreement, the Fifth Plot Owners also executed an irrevocable power of attorney to and in favour of two of the partners of Harmya for doing various acts, deeds, matters and things in respect of the Fifth Plot (hereinafter referred to as “**the Harmya Fifth Plot IPoA**”). The Harmya Fifth Plot IPoA is duly registered with the Sub-Registrar of Assurances, Kalyan-1 under number KLN1-01771-2008. By and under a Deed of Conveyance dated 21st August 2014 registered in the office of Sub-Registrar of Assurances, Kalyan -4 at serial no. 5148, the Fifth Plot Owners sold, conveyed and transferred all their right, title and interest in to upon the said Fifth Plot unto Harmya on the terms and conditions mentioned therein.

- (f) By and under a Development Agreement dated 29th September, 2009 made and executed between the Sixth Plot Owners (therein referred to as ‘the Owners’) of the First Part and Harmya (therein referred to as ‘the Developers’) of the Second Part, (hereinafter referred to as “**the Harmya Sixth Plot Development Agreement**”) the Sixth Plot Owners, granted to and in favour of Harmya, full and exclusive development rights in respect of the Sixth Plot at and for the consideration and on the terms and conditions more particularly contained therein. The Harmya Sixth Plot Development Agreement is duly registered with the Sub-Registrar of Assurances, Kalyan-1 under number KLN1-06624-2008. Along with the Harmya Sixth Plot Development Agreement, the Sixth Plot Owners also executed an irrevocable power of attorney to and in favour of two of the partners of Harmya for doing various acts, deeds, matters and things in respect of the Sixth Plot (hereinafter referred to as “**the Harmya Sixth Plot IPoA**”). The Harmya Sixth Plot IPoA is duly registered with the Sub-Registrar of Assurances, Kalyan-1 under number KLN1-06626-2008. By and under a Deed of Conveyance dated 25th November, 2010 made and executed between the Sixth Plot Owners (therein referred to as ‘the Vendors’) of the First Part and Harmya (therein referred to as ‘the Purchasers’) of the Second Part, (hereinafter referred to as “**the Harmya Sixth Plot Conveyance**”) the Sixth Plot Owners, sold, conveyed and transferred all their right, title and interest in to upon the Sixth Plot to and in favour of Harmya, at and for the consideration and on the other terms and conditions more particularly mentioned therein. The Harmya Sixth Plot Conveyance is duly registered with the Sub-Registrar of Assurances, Kalyan-2 under number KLN2-01025-2011.
- (g) By and under a Development Agreement dated 5th March 2008, made and executed between the Seventh Plot Owners (therein referred to as ‘the Owners’) of the First

Part and Harmya (therein referred to as ‘the Developers’) of the Second Part, (hereinafter referred to as “**the Harmya Seventh Plot Development Agreement**”) the Seventh Plot Owners, granted to and in favour of Harmya full and exclusive development rights in respect of the Seventh Plot at and for the consideration and on the terms and conditions more particularly contained therein. The Harmya Seventh Plot Development Agreement is duly registered with the Sub-Registrar of Assurances, Kalyan-1 under number KLN1-01772-2008. Along with the Harmya Seventh Plot Development Agreement, the Seventh Plot Owners also executed an irrevocable power of attorney to and in favour of two of the partners of Harmya for doing various acts, deeds, matters and things in respect of the Seventh Plot (hereinafter referred to as “**the Harmya Seventh Plot IPoA**”). The Harmya Seventh Plot IPoA is duly registered with the Sub-Registrar of Assurances, Kalyan-1 under number KLN1-01773-2008. By and under a Deed of Conveyance dated 21st August 2014, registered in the office of Sub-Registrar of Assurances, Kalyan -4 at serial no. 5147, the Seventh Plot Owners sold, conveyed and transferred all their right title interest in the said Seventh Plot unto Harmya on the terms and conditions mentioned therein.

- (E) By and under a Deed of Conveyance dated 14th September, 2011 made and executed between the said Bhalerao of the One Part and Harmya of the Other Part, the said Bhalerao sold, transferred, assured and assigned to and in favour of Harmya the Amenity Plot. The said Deed of Conveyance dated 14th September, 2011 is duly registered with the Sub-Registrar of Assurances at Kalyan-2 under number KLN2-09958-2011.
- (F) In the circumstances Harmya has become the Owner of the First Larger Property and therefore Harmya has become entitled to develop the entire First Larger Property on its own account and for its own benefits or to get the same developed through any third party.
- (G) Out of the First Larger Property, an area admeasuring 131 Square Meters out of First plot of First Larger Property and an area admeasuring 2192 Square Meters out of Amenity Plot of First Larger Property, totaling to an area admeasuring 2,323 square meters was reserved for a D.P. Road and accordingly the same was handed over by the erstwhile owners thereof to the KDMC and the same was confirmed/recorded in a Declaration Cum Indemnity Bond dated 20th July, 2011, registered in the office of Sub-Registrar of Assurances, Kalyan -2 at serial no. 7825. As regards the remaining unreserved portion of the First Larger Property (other than the portion admeasuring 2,323 square meters which was reserved for a D.P. Road and handed over to KDMC as aforesaid) viz. portion admeasuring 6,247 square meters, the same was not reserved for any reservation and was fully developable and the Developer is accordingly developing the same. Such developable portion admeasuring 6,247 square meters out of the First Larger Property viz. Survey No.204 Hissa No. 1 A and Survey No. 226, Hissa No. 2A is hereinafter referred to as “**the First Property**”.
- (H) One Mr. Krishna Kalu Bhondivale and one Mrs. Jijabai Motiram Khandagale (hereinafter collectively referred to as “**the Second Property Owners**”) were at all times prior to 2nd

June, 2008 seized and possessed of and/or otherwise well and sufficiently entitled to all those pieces and parcels of land bearing Survey No. 204, Hissa No. 2, admeasuring 0H-54R-1P, equivalent to 5,410 square meters and Survey No. 226, Hissa No. 1/2 admeasuring 0H-47R-0P equivalent to 4,700 square meters and thus admeasuring 10,110 square meters in aggregate of Village Titwala, Taluka Kalyan, District Thane within the limits of the KDMC, Taluka and Sub-registration District of Kalyan (hereinafter referred to as the **“Second Larger Property”**).

- (I) By and under a Development Agreement dated 2nd June, 2008, made and executed between the Second Property Owners (therein referred to as ‘the Owners’) of the First Part and Harmya (therein referred to as ‘the Developers’) of the Second Part, (hereinafter referred to as **“the Harmya Second Property Development Agreement”**) the Second Property Owners granted full and exclusive development rights in respect of the entire Second Larger Property to and in favour of Harmya at and for the consideration and on the terms and conditions more particularly contained therein. The Harmya Second Property Development Agreement remained to be registered and therefore the parties thereto executed a Deed of Confirmation in respect thereof dated 22nd September, 2009 and which Deed of Confirmation is duly registered with the Sub-Registrar of Assurances, Kalyan - 2 under number KLN2-06423-2009. Along with the said Deed of Confirmation dated 22nd September, 2009, the Second Property Owners also executed an irrevocable power of attorney to and in favour of two of the partners of Harmya for doing various acts, deeds, matters and things in respect of the Second Larger Property (hereinafter referred to as **“the Harmya Second Property IPoA”**). The Harmya Second Property IPoA is duly registered with the Sub-Registrar of Assurances, Kalyan-2 under number KLN2-06424-2009.
- (J) The Second Larger Property as aforesaid comprises of two distinct parcels of Land as follows:
- i. land bearing Survey no.204, Hissa no.2 admeasuring 5410 square meters (hereinafter referred to as **“Second Larger Property Plot A”**) ; and
 - ii. land bearing Survey no.226, Hissa no.1/2 admeasuring 4700 square meters (hereinafter referred to as **“Second Larger Property Plot B”**)
- (K) Out of the Second Larger Property Plot B, an area admeasuring 2,567 square meters was reserved for a D.P. Road and accordingly the same was handed over by the Second Property Owners to the KDMC and the same was confirmed/recorded in a Declaration Cum Indemnity Bond dated 13th July, 2011 executed by the Second Property Owners and registered with the Sub-Registrar of Assurances at Kalyan-2 under no.7825/11.
- (L) By and under a Development Agreement dated 2nd December, 2011 made and executed between Harmya of the One Part (therein referred to as ‘Harmya’) and the Developer herein of the Other Part (therein referred to as ‘Mayfair’) (hereinafter referred to as **“the said Development Agreement”**), Harmya has granted full and exclusive development rights in respect of the entire First Larger Property (including the portion admeasuring 2,323 square meters which was reserved for a D.P.Road and handed over to KDMC as

aforesaid but the benefit/compensation of such surrender was not availed of either by the First Property Owners or by Harmya) and the Second Larger Property Plot B (including the portion admeasuring 2,567 square meters which was reserved for a D.P. Road and handed over to KDMC as aforesaid but the benefit/compensation of such surrender was not availed of either by the Second Property Owners or by Harmya) to and in favour of the Developer herein, at and for the consideration and on the other terms and conditions more particularly stated therein. The said Development Agreement is duly registered with the Sub-Registrar of Assurances Kalyan-3 under number KLN3-10329-2011.

- (M) As regards the remaining unreserved portion of the Second Larger Property Plot B (other than the portion admeasuring 2,567 square meters which was reserved for a D.P. Road and handed over to KDMC as aforesaid) viz. portion admeasuring 2133 square meters, the same was not reserved for any reservation and was fully developable and the Developer is accordingly developing the same. Such portion admeasuring 2,133 square meters out of the Second Larger Property Plot B viz. Survey No.226, Hissa No.1/2 is hereinafter referred to as **“the Second Property”**.
- (N) Subsequently, by and under a Deed of Conveyance dated 21st August, 2014, made and executed between the Second Property Owners and Harmya and registered with the Sub-Registrar of Assurances at Kalyan-4 under no.5150, the Second Property Owners sold, conveyed and transferred the Second Property to and in favour of Harmya at and for the consideration and on the other terms and conditions set out therein.
- (O) The First Property (viz. the developable portion of the First Larger Property admeasuring 6,247 square meters as aforesaid) and the Second Property (viz. the developable portion of the Second Larger Property Plot B admeasuring 2,133 square meters) as aforesaid are contiguous plots of land admeasuring in the aggregate 8,380 square meters and the First Property and the Second Property are hereinafter collectively referred to as **“the said Property”**. The said Property is more particularly described in the **First Schedule** hereunder written and is shown as marked in red colour boundary lines on the plan annexed hereto and marked as **Annexure ‘A’**. It is clarified that though as per the said Development Agreement, the Developer had acquired development rights in respect of the entire First Larger Property and the Second Larger Property Plot B, the Developer shall be putting up construction on the said Property and not on the portion of the First Larger Property admeasuring 2,323 square meters (which was surrendered to KDMC towards the D.P. Road as aforesaid) and the Second Larger Property Plot B admeasuring 2,567 square meters (which was surrendered to KDMC towards the D.P. Road as aforesaid). However, in view of the said Development Agreement, the Developer shall be solely entitled to the compensation (either monetary or in the form of development potential) as may be available in lieu of surrender of such portion admeasuring 4,890 square meters (2,323 square meters from out of the First Larger Property and 2,567 square meters out of the Second Larger Property Plot B) towards the D.P. Road.

- (P) Along with the said Development Agreement, Harmya has also executed in favour of the Developer (acting through its directors) an Irrevocable Power of Attorney also dated 2nd December, 2011 (hereinafter referred to as “**the said PoA**”), whereby the Developer has been appointed as the duly constituted attorney of Harmya to carry out various acts, deeds, matters and things in relation to the said Property and the development thereof. The said PoA is duly registered with the Sub-Registrar of Assurances Kalyan-3 under number KLN3-10330-2011.
- (Q) Harmya has vide the said Development Agreement authorised the Developer to use, utilize and consume the entire available development potential emanating out of the said Property and to construct on the said Property multistoried buildings and further to transfer on what is commonly known as co-operative ownership basis, the premises so constructed in the multistoried buildings proposed to be constructed on the said Property.
- (R) Certain further negotiations ensued between the Harmya and the Developer and accordingly, on culmination of such negotiations, by and under a Supplemental Agreement dated 15th January, 2014 made by and between the Harmya and the Developer, certain terms and conditions as contained in the Development Agreement were modified and amended (hereinafter referred to as “**the Supplemental Agreement**”). The said Supplemental Agreement is duly registered with the Sub-Registrar of Assurances at Kalyan-5 under no. KLN5-228-2014.
- (S) The tenure and assessment of the First Property is already converted as a non-agricultural vide an order dated 7th November, 1992 passed by Collector, Thane, bearing no. Revenue/Desk-1/T-1/NAP/SR/235/91. A copy of the said non agricultural conversion order dated 7th November, 1992 is annexed hereto and marked as **Annexure ‘B’**.
- (T) Harmya had made an application to KDMC for sanction of plans for carrying out construction of the multi storied buildings on the said Property and based on such application, the KDMC had approved plans for construction on the said Property of the multi storied buildings and had issued to Harmya, an Intimation of Disapproval (hereinafter referred to as “**the IOD**”) bearing number KDMC/TP/BP/KV/18 dated 31st May, 2012. A copy of the IOD is annexed hereto and marked as **Annexure ‘C’**.
- (U) On an application made by Harmya to KDMC, the KDMC has issued a Commencement Certificate bearing number KDMC/TP/BP/KV/2012-2013/145 dated 24th August, 2012 (hereinafter referred to as “**the CC**”) and authorised the said Harmya to commence construction of the multi storied buildings on the said Property in terms of the plans that were approved by the KDMC. Annexed hereto and marked as **Annexure ‘D’** is a copy of the CC issued by the KDMC. The said IOD and CC were further revised under revised permission issued by the KDMC bearing No. KDMC/TP/BP/KV/2012-13/145/177 dated 5th October 2015. A copy of the revised permission dated 5th October, 2015, is annexed hereto and marked as **Annexure ‘E’**.

- (V) The various approvals including the IoD, sanctioned plans (including amendments thereto), CC and revised permission dated 5th October, 2015 as referred to above are hereinafter collectively referred to as “**the Existing Building Approvals**”.
- (W) As per the Existing Building Approvals, the KDMC has permitted construction on the said Property of a multistoried building comprising of Wing A of Stilt + 12 storey, Wing B of Stilt + 11 storey, Wing C of Stilt + 7 storey, Wing D & E of Ground + 7 storey, Wing F of Shops + Part Stilt + 11 storey, Wing G of Shops + Part Stilt + 12 storey, Club House comprising of Ground floor.
- (X) The tenure and assessment of the said Property is converted to non-agricultural land an order dated 11th January, 2012 passed by Collector, Thane, bearing no. No. Revenue/K-1/T. no. 7/NAP/Titwala-Kalyan/SR-97/2011. A copy of the said non agricultural conversion order dated 11th January, 2012 is annexed hereto and marked as **Annexure ‘F’**.
- (Y) Further as recited above, out of the First Property and the Second Larger Property, a total area of 4,890 square meters was affected and reserved under the current development plan of KDMC for a 30.00 meter wide DP Road and hence by and under Indemnity Bond dated 20th July, 2011, registered in the office of Sub-Registrar of Assurances, Kalyan -2 at serial no. 7825, an area admeasuring 131 Square Meters out of First plot of First Property and an area admeasuring 2192 Square Meters out of Amenity Plot of First Property and area admeasuring 2567 Square Meters out of Second property was handed over to KDMC and vide mutation entry no. 3067, the name of the KDMC was mutated in the revenue records in respect of the portion handed over to the KDMC. The Floor Space Index in lieu of the DP Road handed over to KDMC is utilised on the balance portion of the said Property as per the Development Control Regulations of KDMC (hereinafter referred to as “**the DC Regulations**”). The Developer reserves the right to receive the Amenity TDRs/DRCs that will be granted by KDMC in respect of the construction of the DP road handed over by the Developer as may be permitted by the KDMC from time to time as per the DC Regulations.
- (Z) The right and entitlement of the Developer to develop the said Property has been set out in the Title Report dated 12th November, 2014, issued by the Advocate K. T. Jain and a copy of the said Title Report is annexed hereto as **Annexure ‘G’**.
- (AA) Accordingly, as per the Existing Building Approvals the Developer has commenced construction of the multistoried buildings on the said Property in the project to be known as “**MAYFAIR VISHWARAJA**” (hereinafter referred to as “**the Proposed Buildings**”) in accordance with the Existing Building Approvals. As per the Existing Building Approvals and further amendments thereto as stated hereinafter the Developer would be constructing on the said Property, the said Proposed Buildings.
- (BB) It is clarified that as per the Existing Building Approvals, only a part of the presently available development potential of the said Property is being utilised in the course of construction of the Proposed Buildings and the Developer shall from time to time be making applications to the KDMC for amendments to the approved plans and for issuance

of further IOD and further CC such that the entire available development potential of the said Property is completely consumed in the course of construction of the Proposed Buildings on the said Property and accordingly, the plans for construction of the Proposed Buildings on the said Property are subject to further modifications. The Developer intends to get the Existing Building Approvals revised, renewed and altered for consumption of remaining Floor Space Index, transfer of development right, staircase Floor Space Index and all other permissible Floor Space Index to be used and utilized on the said property as may be granted by the KDMC as per the DC Regulations in force from time to time. It is further clarified that in the course of construction of the Proposed Buildings, the Developer shall be consuming on the said Property maximum permissible development index as per the provisions of the DC Regulations prevailing from time to time including but not limited to the following:

- (a) Entire development potential available for consumption on the said Property by way of Floor Space Index emanating from the said Property in the form of base land Floor Space Index, which can be consumed free of costs thereon;
 - (b) Entire development potential available for consumption on the said Property by way of acquiring of Floor Space Index by way of payment of premium to the Government of Maharashtra or any other statutory authorities including but not limited to the KDMC;
 - (c) Entire development potential available for consumption on the said Property by way of loading Transferable Development Rights (hereinafter referred to as “**the TDR**”) on the said Property as per the D C Rules and Regulations of KDMC prevailing from time to time.
- (CC) The Purchaser/s are aware that the Developer, that there shall be no exclusive allotment of stilt and /or parking spaces to the Purchaser/s and it shall be the sole and absolute discretion of the Developer to allot the stilt and parking spaces as it may deem fit and proper to the Purchaser/s and the purchaser/s herein has/have granted his/her/their free, express and irrevocable consent and confirmation thereto and in confirmation thereof has/have agreed to acquire the said Flat and will not raise any objection and/or obstruction to the allotment of stilt/parking spaces made by the Developer to any intending purchaser/s.
- (DD) The Developer has entered into an Agreement as prescribed by the Council of Architects thereby appointing the Architects and have also appointed Structural Designers for preparing structural design and drawings and specifications of the Proposed Buildings. The Purchaser/s accepts/s the professional supervision of the said Architects and the said Structural Engineer till the completion of the construction of the Proposed Buildings.
- (EE) The Purchaser/s has/have approached the Developer for acquiring a Flat bearing No. on the floor of ‘...’ Wing of the Proposed Building also known as “.....” in the proposed project “MAYFAIR VISHWARAJA” to be constructed on the said Property admeasuring approximately square meters Carpet area equivalent to Square Feet, (which is inclusive of Cupboard, balconies and terrace area) in the aggregate (herein

referred to as “**the said Flat**”). The said Flat is more particularly described in the **Second Schedule** hereunder written and the said Flat is shown on the typical floor plan annexed hereto as **Annexure ‘H’**.

- (FF) The Developer is in the process of entering into several Agreements similar to this Agreement with several parties who may agree to take and acquire premises in the Proposed Buildings on ownership basis, subject to such modifications as may be deemed necessary, considerable, desirable or proper by the Developer, with a view that ultimately the Purchasers/occupants of the various premises in the Proposed Buildings shall form a Co-operative Housing Society or a Condominium of Apartment Owners or a Limited Company (hereinafter referred to as “**the said Body**”) and the said Property together with the Proposed Buildings thereon will be conveyed to the said Body, after completion of the entire project of development (by using and consuming the entire development potential of the said Property) in accordance with Clause 14 hereof.
- (GG) The Purchaser/s has/have taken inspection of all the documents of title relating to the said Property including inter alia the documents recited hereinabove and the Purchaser/s has/have satisfied himself/herself/themselves about the entitlement of the Developer to develop the said Property by construction the Proposed Buildings thereon and to enter into these presents.
- (HH) The Purchaser/s has/have demanded and has also taken inspection of the orders and approved plans, IOD and CC issued by the KDMC and other relevant documents and papers including inter alia the 7/12 Extract, 6/12 Extract, NA Order, Municipal Assessment Bills, City Survey Records, Property Register Cards and all other documents required to be furnished to the Purchaser/s by the Developer under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as “**the MOFA**”) and the Rules made thereunder and further the Developer has given inspection of the Existing Building Approvals to the Purchaser/s and have clearly brought to the notice and knowledge of the Purchaser/s herein that the Proposed Buildings will have additional floors (then what is presently approved) by availing permitted increases in Floor Space Index, transferable development rights and other sanctions and approvals from time to time. Such expansions and extensions are clearly brought to the notice and knowledge of the Purchaser/s herein and the Purchaser/s confirm/s that he/she/they has/have entered into this Agreement after being aware of all the facts and after inspecting the aforesaid and other relevant documents and papers.
- (II) The Purchaser/s has/have visited the site of the Proposed Buildings being constructed on the said Property and has/have seen the work of construction of the Proposed buildings being in progress and is/are satisfied with the quality of the work and has/have approved the same and is/are aware that the entire scheme of construction will be carried out and completed by the Developer in a phase wise manner from time to time as per the prevailing rules and regulations and as per the Existing Building Approvals and the amendments thereto.

- (JJ) Relying upon the said aforesaid representations, the Developer has agreed to sell the Purchaser/s the said Flat at the price and on the terms and conditions herein after appearing.
- (KK) In the circumstances, pursuant to negotiations between the Parties, the Purchaser/s has/have agreed to purchase and acquire from the Developer and the Developer has agreed to sell to the Purchaser/s, the said Flat on the terms and conditions herein contained.
- (LL) The Parties are desirous of reducing to writing the terms and conditions agreed upon between themselves as hereinafter appearing.

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

1. The Recitals above form an integral part of this Agreement and are not repeated in the operative part only for the sake of brevity and the same should be deemed to be incorporated in the operative part also as if the same were set out hereinafter and reproduced verbatim.
2. The Developer shall be constructing the Proposed Buildings to be known as **MAYFAIR VISHWARAJA** on the said Property in accordance with the plans, designs, specifications approved by the concerned local authority and which may further be approved by the concerned local authorities (for the additional floors as recited above) and which sanctioned plans as well as proposed plans have been seen and approved by the Purchaser/s with only such variations as the Developer may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any them.
3. In consideration of the aggregate sum agreed to be paid by the Purchaser/s to the Developer in the manner contained in Clause 4 hereunder written, the Developer hereby agrees to sell to the Purchaser/s and the Purchaser/s hereby agree/s to purchase from the Developer the said Flat viz. flat no. Flat bearing No. on the floor of ‘....’ Wing of the Proposed Building also known as “.....” in the proposed project “**MAYFAIR VISHWARAJA**” to be constructed on the said Property admeasuring approximately square meters Carpet area equivalent to Square Feet in the aggregate together with all rights of and incidental thereto and together with the right to use and enjoy the limited common areas and facilities and the common areas and facilities in common as specified in Part A and Part B respectively of the **Third Schedule** hereunder written (all of which aforesaid rights and entitlements of the Developer agreed to be sold hereunder are hereinafter collectively referred to as “**the said Premises**”).
4. The said aggregate consideration of shall be paid by the Purchaser/s to the Developer in the following manner:
 - (a) Rs., being the booking amount paid by the Purchaser/s to the Developer prior to the execution hereof (the payment and receipt whereof the Developer doth hereby admit and acknowledge).

(b) **Rs.** on or before
.....

(c) The balance consideration of
within 7 (Seven) days of the Developer offering to put the Purchaser/s in possession
of the said Flat.

5. Notwithstanding anything contained in this Agreement, it is specifically agreed that time for making the payments of the installments as mentioned in Clause 4 above is strictly of the essence of this contract and any delay by the Purchaser/s in making the said payment/s shall forthwith render this Agreement terminable at the sole and exclusive option of the Developer without any further act and/or reference and/or recourse to the Purchaser/s and in the event of the Developer so terminating this Agreement, the Developer shall be entitled to forfeit the amounts till then received by the Developer from the Purchaser/s and thereupon the Developer shall also be free and entitled in its own right to deal with the said Flat and the Developer's rights therein, in any manner as the Developer in its sole discretion deems fit and proper, without any reference, recourse and/or payment whatsoever to the Purchaser/s and without the requirement of any orders of declaration of termination from any Courts and without the requirement of any document or deed of cancellation. A termination letter issued by the Developer to the Purchaser/s regarding such termination shall effectively terminate this Agreement and thereupon the Purchaser/s shall have no right, title, interest, share, claim or demand in to or upon the said Premises and/or any part thereof and/or otherwise against the Developer in any manner whatsoever and howsoever arising.
6. The Purchaser/s hereby agree/s and undertake/s that he/she/they are not entitled to and shall not have any right, title, interest, share, claim, demand of any nature whatsoever and howsoever arising against the Developer/its transferee/s/allotted/s/nominee/s and/or otherwise in to upon the said Premises in such an event of termination PROVIDED HOWEVER THAT the Developer shall not exercise the aforesaid right of termination as provided under this Clause 6 unless and until a notice of 15 (Fifteen) days demanding payment of the due installment is given to the Purchaser/s and even thereafter, the Purchaser/s fail to make payment of the relevant installment PROVIDED FURTHER that strictly without prejudice to the aforesaid, the Developer in its sole and absolute discretion may, instead of treating this Agreement void as aforesaid, permit the Purchaser/s to pay the said installments after their respective due dates but after charging interest thereon @ 24% p.a.
7. In the event of any delayed payment being received by the Developer from the Purchaser/s, the Developer shall notwithstanding any instructions to the contrary by the Purchaser/s accompanying such payment, be entitled to appropriate the amount received first towards the interest receivable from the Purchaser/s in respect of the delayed payment and thereafter towards the principal amount of the delayed payment.

8. The Developer hereby agrees to observe, perform and comply with all the terms, conditions and restrictions, if any, which may have been imposed by the KDMC and any other concerned local authority at the time of sanctioning the plans or thereafter and shall before handing over possession of the said Flat to the Purchaser/s, obtain from the local planning authority, completion certificate in respect of the said Flat.
9. The Developer hereby declares that the Floor Space Index available in respect of the said Property is 11903.78 square meters (built up area) and no part of the said Floor Space Index has been utilized by the Developer elsewhere for any purpose whatsoever. In case the said Floor Space Index has been utilized by the Developer elsewhere, then the Developer shall furnish to the Purchaser/s all the detailed particulars in respect of such utilization of the said Floor Space Index by it.
10. The design of the said Flat is subject to amendments and changes as may be stipulated by the local planning authority, Government, local authority and/or as per the requirements of the Developer. The Purchaser/s hereby further agree/s and covenant/s with the Developer to render full co-operation to the Developer and sign and execute all papers and documents, in favour of the Developer or otherwise as may be necessary for the purpose of enabling the Developer to construct the Proposed Buildings, in accordance with the said approvals or such other plans, with such additions and alterations as the Developer may in its sole and absolute discretion deem fit and proper and/or for the purpose of applying for and/or obtaining the approval or sanction of the local planning authority or any other appropriate authorities in that behalf as well as for the approval or sanction relating thereto. The Purchaser/s hereby further agree/s and give/s his/her/their specific irrevocable consent to the Developer to carry out such amendments, alterations, modifications or variations in constructing the said Flat, said Proposed Buildings on the said Property and/or to the layout plan and/or to the building plans (whether or not envisaged and/or proposed to be constructed at present), provided that the aggregate area/size of the said Flat agreed to be acquired by the Purchaser/s is not in any manner reduced.
11. It is expressly agreed that the said Flat shall contain specifications, fixtures, fittings, and amenities as set out in **Annexure 'I'** hereto (hereinafter referred to as the “**said Internal Amenities**”) and the Purchaser/s confirm/s that the Developer shall not be liable to provide any other additional specifications fixtures, fittings, and amenities in the said Flat. It is specifically agreed between the Parties hereto that the Developer shall have the right to change /substitute the said Internal Amenities in the event that there is any uncertainty about the availability thereof, either in terms of quantity and/or quality and/or for any other reason beyond the control of the Developer. If any change as aforesaid becomes necessary, the Developer shall be entitled to choose the substitutes and/or alternatives thereof in its absolute discretion to enable the Developer to offer possession of the said Flat on the specified date. The Developer shall however try to ensure that such substitutes and/or alternatives are similar to the amenities as hereunder agreed, in quality and quantity, as far

- as may be reasonably possible. The Purchaser/s agree/s not to claim any rebate and/or discount and/or concession in the consideration on account of such change/substitution.
12. The Purchaser/s has/have independently inspected and verified the title deeds and all papers and documents hereinabove recited and has/have fully satisfied himself/herself/themselves about the title of Harmya to the said Property and the entitlement of the Developer to develop the said Property and enter into these presents and the Purchaser/s shall not be entitled to further investigate the title of the Developer and/or be entitled to make any requisition or raise any objection with regard to any other matters relating thereto. The Purchaser/s has/have also taken inspection of the orders and Existing Building Approvals, approved plans, CC and revisions and amendments thereof issued by the KDMC and other relevant documents and papers including the 7/12 Extract, 6/12 Extract, NA Order, Municipal Assessment Bills, City Survey Records and other documents mentioned in MOFA and the Rules framed thereunder and the Purchaser/s confirm/s that he/she/they has/have entered into this Agreement after inspecting and understanding the aforesaid documents and papers.
 13. The Developer has represented to the Purchaser/s that the Developer has created mortgage /charge in respect of the said Property against loans obtained from HDFC Limited and the original title deeds in respect of the said Property are deposited with the said HDFC Limited. The Developer has further represented to the Purchaser/s that the Developer shall have said Premises proposed to be acquired by the Purchaser/s in terms hereof released from HDFC Limited before the Purchaser/s are put in possession of his/her/their said Premises in terms hereof and / or before the registration of this Agreement.
 14. The Developer shall take steps to form the said Body as and when all the premises in all the Proposed Building are sold by the Developer. Upon completion of the entire project, viz. completion of construction of all the Proposed Buildings on the said Property and exploiting the full available construction potential of the said Property; and which shall not occur at least prior to the expiry of a period of 25 years from the date hereof, the Developer shall make all endeavors to cause Harmya to execute the conveyance of the said Property in favour of the said Body, a Conveyance in respect of the said Property (herein referred to as **“the said Conveyance”**) and the Purchaser/s shall not insist upon the Conveyance prior to the completion of the entire development of the said property. It is hereby clarified that for the purpose of Section 11 of MOFA the period of execution of the said Conveyance is agreed upon to as aforesaid. All costs, charges and expenses, penalties, Sales-Tax, Value Added Tax, Service Tax and other Central Government/State Government taxes Imposed if any, including Stamp duty, Registration Charges and expenses in connection with the preparation and execution of this Agreement as well as the said Conveyance and other documents and the formation, registration or incorporation of the Co-operative Society, shall be borne, shared and paid by all the Purchaser/s of the premises in the said Proposed Buildings and /or paid by such Co-operative Society or as the case may be. The Purchaser/s shall present this Agreement as well as the Conveyance at the proper registration office for

registration within the time limits prescribed by the Registration Act, 1908 and the Developer shall cause Haryana to attend such office and admit the execution thereof. The Purchaser/s hereby agree/s to pay on demand and shall deposit with the Developer the Purchaser's/Purchasers' proportionate share of Stamp Duty, Registration Charges and Incidental charges payable, if any which shall be a sum of rupees calculated at the prevailing market rates and would be needed for execution of final Deed of Conveyance or any document or instrument of transfer in respect of the said Property and the Proposed Buildings in favour of the said Body. It is agreed that unless and until the purchasers of various Premises in the said Proposed Buildings pay their proportionate amount of Stamp duty and Registration charges, if any, the Developer shall not be obliged to execute or cause to be executed the final Deed of Conveyance in favour of the said Body.

15. The Developer has further informed the Purchaser/s that the Developer retains the right to sell, transfer, assign in favour of any person/s and/or deal with (a) future rights in respect of the said Property, (b) the balance rights in respect of the said Property (i.e. after having utilized the Floor Space Index available for the construction of the Proposed Buildings and as per the plans already submitted and/or to be submitted by the Developer from time to time and as per the proposed total scheme of development) and (c) various rights that may accrue to and over the said Property in the future including additional development potential as recited above including the amenity TDRS/DRCs that may be available as per the rules and regulations of KDMC prevailing from time to time and (d) the advertising, signage and hoarding for advertising in the compound, common areas and facade of the Proposed Buildings including inter alia the Proposed Buildings (the rights referred to in above are hereinafter collectively referred to as "**the Incidental Rights**"). The Incidental Rights include the right of use of the said Property as a receiving plot and/or to consume or fully exploit by utilizing TDR/DRC which the Developer and/or its nominee/s may be entitled to, from time to time, at the Developer's sole and absolute discretion. The Developer is also entitled from time to time to deal with and/or dispose of all or any of the Incidental Rights, by way of sale, assignment, transfer, gift, mortgage and/or in any other manner whatsoever as it may in its absolute discretion think fit and proper from time to time and at its entire discretion and convenience exercise its rights to any person/s. The Purchaser/s expressly consent/s and agree/s that the Purchaser/s shall not claim any rebate or reduction in the purchase price in respect of the said Premises and/or any other benefit/right from the Developer and/or such persons, now and/or in future as a result of any development that may be undertaken either by the Developer and/or its nominee/s and/or person/s. The Purchaser/s further agree/s and acknowledge/s that the Developer shall be solely and exclusively be entitled to use and exploit all common area and the compound of the Proposed Buildings, the façade of the Proposed Buildings and the terrace on the top of the Proposed Buildings for advertising purposes and shall be entitled to create such third party rights in respect of such advertising rights and shall be entitled to the entire consideration in that behalf and the Purchaser/s shall not object thereto either in

- his/her/their personal capacity/ies or in his/her/their capacity/ies as the member/s of the said Body.
16. The Purchaser/s at his/her own costs along with the other premises holders in the Proposed Buildings, would co-operate with the Developer in formation of the said Body and shall join in as member/s thereof and for that purpose he/she/they shall from time to time, sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the said Body and for becoming a member, including the bye-laws of the said Body and duly fill in sign and return to the Developer within 7 (seven) days of the same being forwarded by the Developer to the Purchaser/s so as to enable Developer to Register the organization of the Purchaser/s under Section 10 of MOFA within the time limit prescribed by Rule 8 of the Maharashtra Ownership Flats (Regulation of the promotion of construction, Sale, Management and Transfer) Rules, 1964. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Article or 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.
 17. In the event of the said Body being formed, and registered before the sale and disposal by the Developer of all the premises in the Proposed Buildings, the same shall not in any manner affect the rights of the Developer to sell/dispose off/transfer the unsold premises in the Proposed Buildings and the powers and the authority of the said Body shall be subject to the overall authority and control of the Developer, in respect of all the matters concerning the Proposed Buildings and in particular, the Developer shall have sole, exclusive and absolute authority and control as regards the unsold premises and the disposal thereof, **PROVIDED ALWAYS** that the Purchaser/s hereby agree/s and confirm/s that in the event of the said Body being formed earlier than the Developer dealing with or disposing of all the premises constructed in the Proposed Buildings, then and in such an event at the discretion of the Developer, the Developer itself or any allottee or transferee of the Developer in respect of any premises or nominee of the Developer shall be admitted to the said Body, without payment of any premium or any additional charges save and except Rs.250/- (Rupees Two hundred and Fifty Only) for the share money and Rs.100/- (Rupees One Hundred Only) entrance fee and such allottee/transferee shall not be discriminated or treated prejudicially by the said Body , as the case may be.
 18. It is expressly agreed that the Purchaser/s along with the other purchasers/occupants of premises in the said Proposed Buildings shall be proportionately entitled to use, occupy and enjoy the common areas and facilities in the said Proposed Buildings and the nature, extent and description of such common areas and facilities which the Purchaser/s will proportionately enjoy in the common areas and facilities is set out in Limited Common Areas and Common Areas of the Third Schedule hereunder written.
 19. The Purchaser/s is/are, at his/her/their sole risk, liability and responsibility, free to raise a housing loan from any financial institution or bank, for acquiring the said Flat by offering

the said Flat as security. However, such loan should be strictly personal to the Purchaser/s and the right of the Developer to receive the balance consideration from the Purchaser/s shall override the rights of the financial institution/bank/organization/employer in respect of the loan so taken. The repayment of the loans, interest and other charges on such loan shall be the sole responsibility of the Purchaser/s. Once the Purchaser/s has/have paid the full consideration as payable under this Agreement and has/have taken possession of the said Flat, thereafter due to non-payment of the loan by the Purchaser/s, the recourse available to the financial institution would be only against the said Flat and against the Purchaser/s personally and not against the said Property, the said Proposed Buildings or any one of them or any of the other premises in the said Proposed Buildings, and not against any other assets/rights of the Developer.

20. It is expressly agreed by and between the Parties as follows:

- (a) As aforesaid the Developer shall be constructing the Proposed Buildings in accordance with the Existing Building Approvals comprising of Wing A of Stilt + 12 storey, Wing B of Stilt + 11 storey, Wing C of Stilt + 7 storey, Wing D & E of Ground + 7 storey, Wing F of Shops + Part Stilt + 11 storey, Wing G of Shops + Part Stilt + 12 storey, Club House comprising of Ground floor and with further / future proposed expansion of buildings or as may be permitted by the KDMC from time to time with addition of floors in the Proposed Buildings as well as further expansion in the Proposed Buildings and the Purchaser/s is/are not entitled to and shall not object to such construction for any reasons whatsoever and howsoever arising, at any time hereafter.
- (b) It is further agreed that save and except the aforesaid terrace over the top floor in the said Proposed Buildings, the Developer is entitled to sell the terrace/s which may be abutting the respective premises for the exclusive use of the purchaser/s of such premises. Further the Developer may at its sole and absolute discretion, grant license for exclusive use or maintenance in respect of the terraces to the purchaser/occupant of the premises that is abutting the terrace. The terrace shall not be enclosed by such purchaser/occupant without the permission in writing obtained from KDMC and other concerned authorities and the Developer. The Purchaser/s hereby give his/her/their no-objection to such rights retained by the Developer for such terraces and the Purchaser/s shall not object thereto and/or claim any such terraces and/or any part thereof as common areas and/or have/make any other claim in respect of such terraces against the Developer and/or its nominee/s/ allottee/s /transferee/s/ licensee/s.

21. The Developer shall have full power and absolute authority, if so permitted by the KDMC and other concerned authorities, to make additions to and/or construct additional building/s or structure/s or wing/s on the said Property and/or additional storey/s in any other

building/s out of the Proposed Buildings and such additional building/s/structure/s/wing/s/storey/s shall be the sole, exclusive and absolute property of the Developer. The Developer shall be entitled to dispose off such additional building/s/structure/s/wing/s/storey/s in such manner as the Developer may deem fit and proper in its sole and absolute discretion. The Developer shall be entitled to amend/alter/modify the layout plan of the said Property as also construct additional building/s/structure/s/wing/s/storey/s on the said Property or any portion or portions thereof and the Developer shall be entitled to dispose off the premises in such additional building/s/structure/s/wing/s/storey/s as the Developer may deem fit proper in its sole and absolute discretion. The Purchaser/s is/are not entitled to object thereto and shall not object thereto and this Clause shall always operate as the Purchaser/s' irrevocable, absolute and unconditional no objection in that behalf. This Clause shall operate as and shall be deemed to be the consent of the Purchaser/s in accordance with section 7A of MOFA.

22. It is clarified that the right of the Purchaser/s is restricted to the said Flat agreed to be sold to him/her/them by the Developer as per the typical floor plan annexed hereto as **Annexure 'H'** and use and enjoyment of common areas and utilities in common as aforesaid and the Purchaser/s shall not be entitled to claim any right to any open space or passage, staircase, open parking space, stilt parking spaces or any other area in to upon the said Property and/or the said Proposed Buildings or any other space surrounding the Proposed Buildings or any of them in any manner whatsoever, as the same belongs to and are the sole, exclusive and absolute property of the Developer.
23. It is expressly agreed, by and between the Developer and the Purchaser/s that the said Flat is sold to the Purchaser/s for residential purpose only and it shall be utilized for the purpose for which it is sold to the Purchaser/s and for no other purpose or purposes whatsoever. The Purchaser/s agree/s not to 'change the user' of the said Flat, without prior written consent in writing of the Developer and the concerned authorities.
24. For the effective management of parking spaces and in order to avoid any later disputes, the Developer shall earmark parking spaces (open or in the stilt) of the Proposed Buildings for exclusive use thereof by certain acquirers of premises in the Proposed Buildings depending on availability. The Purchaser/s agree that the Developer shall be entitled to do such earmarking at its discretion and the Purchaser/s hereby accept/s the decisions taken by the Developer in relation to such earmarking of car parking spaces. The Purchaser/s further agree/s and undertake/s that pursuant to formation and registration of the said Body and admission of the Purchaser/s to the said Body as a member thereof, the Purchaser/s shall cast its votes in the first general meeting or shareholders' meeting, as the case may be, of the said Body in favour of approving such car parking earmarking as done by the Developer so that the respective person/s in whose favour the Developer has/have earmarked the car parking spaces, will be allotted such respective car parking space/s by the said Body for exclusive use along with rights of transferability in respect thereof.

25. The Developer agrees to offer to hand over possession of the said Flat to the Purchaser/s on or before subject to:
- (i) easy availability of cement, steel and other building materials; and
 - (ii) any conditions beyond the reasonable control of the Developer, including acts of God like earthquake, perils of the sea or air, fire, flood, or any drought, explosion, sabotage etc.; and
 - (iii) if there are riots, bandhs, strikes and/or labour unrest and in consequence whereof and the construction on the said Property could be adversely affected; and
 - (iv) geological, subsurface ground conditions as a result of which construction, development on the said Property and construction on and development of the said Property is delayed or no longer financially or technically viable; and
 - (v) any disruptions, challenges and placement of legal and traditional impediments by third parties notwithstanding the granting of any and all approvals by the concerned authorities which delays or materially adversely affects the implementation of the construction activities on the said Property; and
 - (vi) any reasons like war, civil commotion, acts of criminals or of public enemy, insurrection, blockade, embargo terrorism, etc. in consequence whereof the construction activities on the said Property could be adversely affected; and
 - (vii) any embargo, notice, order, rule or notification of the Government and/or any other public body or authority or of the Court and/or any Act or Ordinance in consequence whereof construction activities on the said Property could be adversely affected; and
 - (viii) act of enemy, riots, civil commotion, or war or any court order or government notification, circular or order or subject to delay by the KDMC for approval of plans, grant of Occupancy Certificate (**O.C**) / Completion Certificate or subject to delay in the grant of water, sewerage, electric, cable connection or any other service or any other cause, beyond the control of the Developer.
26. The date of delivery of possession of the said Flat is subject to certain terms as more particularly specified in the preceding Clause and even after extension of the date of possession as stated in the preceding clause, the Developer is unable to or fails to give possession of the said Flat or license to enter the said Flat to the Purchaser/s, then and in such an event, the Purchaser/s shall be entitled to give notice to the Developer terminating the Agreement, in which event, the Developer shall refund to the Purchaser/s the aforesaid amount of deposit and the further amounts, if any that may have been received by the Developer from the Purchaser/s hereunder as installments in part-payments in respect of

the said Flat. The Developer shall not be liable to pay any amount to the Purchaser/s as liquidated damages or costs, charges, expenses in respect of the said termination, however, the Developer shall pay to the Purchaser/s simple interest at the rate of nine per cent per annum on the amount to be refunded, payable from the extended date of possession till the amount is refunded to the Purchaser/s. Upon such payment to the Purchaser/s, neither party shall have any claim against the other in respect of the said Premises or otherwise arising out of this Agreement and the Developer shall be at liberty to sell and dispose off the said Premises and/or create third party rights therein in favour of any other person/s at such consideration and upon such terms and conditions as the Developer may deem fit and proper, in their sole and absolute discretion, without any reference and/or recourse to the Purchaser/s. If as a result of any legislative order or requisition or direction of the Government or public authorities, the Developer is unable to complete the construction of the said Proposed Buildings and/or to give possession of the said Flat to the Purchaser/s, then and in such an event, the only responsibility and liability of the Developer will be to pay over to the Purchaser/s the total amounts attributable to the said Flat as may have been received by the Developer pursuant to such legislation, and save as aforesaid neither party shall have any right or claim against the other, under or in relation to this Agreement, or otherwise howsoever.

27. If as a result of any legislative order or requisition or direction of the Government or public authorities, the said Property or the said Premises is acquired by the Government or any other authority and thereby the Developer is unable to complete the aforesaid said Proposed Buildings and/or to give possession of the said Flat to the Purchaser/s, then and in such an event, the only responsibility and liability of the Developer will be, to pay over to the Purchaser/s, the total amounts attributable to the said Flat as may have been received by the Developer pursuant to such legislation, and save as aforesaid neither Party shall have any right or claim against the other, under or in relation to this Agreement, or otherwise howsoever.
28. The Purchaser/s shall take possession of the said Flat within 7 (Seven) days of the Developer giving written notice to the Purchaser/s intimating that the said Flat is ready for use and occupation Provided that if within a period of 3 (three) years from the date of handing over the said Flat to the Purchaser/s, the Purchaser/s bring/s to the notice of the Developer any defect in the said Flat or in the said Proposed Buildings in relation to the material used therein or any unauthorized change in the construction of the said Building, then, wherever possible such defects or unauthorized changes shall be rectified by the Developer at its own cost and in case it is not possible to rectify such defects or unauthorized changes, then the Purchaser/s shall be entitled to receive from the Developer reasonable compensation for such defect or change.
29. Before delivery of possession or grant of license to enter the said Flat to the Purchaser/s, the Purchaser/s shall inspect the said Flat and the internal amenities provided therein and thereafter the Purchaser/s will have no claim whatsoever and howsoever arising against the

Developer in respect of the construction work, if the same are in accordance with this Agreement.

30. The Purchaser/s shall be entitled to the possession of the said Flat only after the full aggregate consideration of as mentioned in Clauses 3 and 4 above and all other amounts/sums payable by him/her/them mentioned hereunder and/or otherwise in respect of the said Flat are paid by the Purchaser/s to the Developer as specified herein.
31. The Developer shall not put the Purchaser/s in possession of the said Flat unless and until:
- (i) The Purchaser/s has/have paid the entire aggregate consideration as provided by Clauses 3 and 4 hereof and all the other amounts payable by him/her/them hereunder and/or otherwise in respect of the said Flat to the Developer as specified herein.
 - (ii) The Developer has received the Completion Certificate / Occupation Certificate (O.C.) as per prevailing rules and regulations from the KDMC.
 - (iii) Upon possession of the said Flat or license to enter the said Flat being given to the Purchaser/s, he/she/they shall be entitled to the use and occupation of the said Flat for the user specified herein only and for no other purpose whatsoever. Upon the Purchaser/s taking possession of the said Flat or license to enter the said Flat he/she/they shall have no claim against the Developer in respect of any item of work in the said Flat, which may be alleged not to have been carried out or completed.
32. The State and Central Government through their respective Finance Acts and various clarifications/notifications and regulations have made Value Added Tax and Service Tax (hereinafter referred to as “**the said Taxes**”) applicable to transactions for the sale of constructed premises. It is hereby agreed between the Parties and it is clarified that at the time of execution of this Agreement for Sale, that there is a liability for payment of the said Taxes on this Agreement for the sale of the said Flat by the Developer to the Purchaser/s. The Purchaser/s agree/s and undertake/s that the same is payable by the Purchaser/s and that the Developer is not liable to bear and/or pay the same. In the event if any rebate or credit or set off is available to the Developer of any amounts paid by the Developer against the payment of the said Taxes, then and in such an event, the Developer shall be solely and exclusively be entitled to such credits or rebates. The Developer may in its sole and absolute discretion claim or not claim such set off or credit or rebate and the Developer shall not be liable to pass on the benefit thereof to the Purchaser/s. Therefore, the Purchaser/s hereby irrevocably agree/s and undertake/s to pay the amounts for the said Taxes to the Developer or the concerned authorities within a period of 7 (seven) days from the date of the Developer calling upon the Purchaser/s to do so, without any delay or demur or without claiming to be entitled to any rebates or set offs or credits.
33. It is hereby further agreed that in addition to the said Taxes, in the event of any amount becoming payable now or in the future by way of levy or premium, taxes, cess, fees,

charges, sales tax, value-added tax, service tax, goods and services tax (if and when made applicable), or any other tax by whatever name called, at the time of execution of the this Agreement and/or any time thereafter to any authority or to the State Government or to the Central Government or in the event of any other payment of a similar nature, save and except the tax on income of Developer, arising out of or in connection with transaction contemplated hereby, the Purchaser/s shall be solely liable to bear and pay the same and the Developer shall not be liable for the same.

34. Nothing contained in this agreement is intended to be nor shall the same be constructed as a grant, demise or assignment in law of the said Premises or of the said Property and the said Proposed Buildings or any part thereof. The Purchaser/s shall have no claim, save and expect in respect of the said Premises hereby agreed to be sold to him/her/them and all open spaces, parking spaces, stilts, lobbies, staircases, terraces, recreation space etc., will remain the property of the Developer until the said Property and all the said Proposed Buildings are transferred to the said Body as herein before mentioned.
35. It is also understood and agreed by and between the Parties hereto that the terrace space in front of or adjacent to the terrace flat in the said Proposed Buildings , if any, shall belong exclusively to the respective purchasers of the terrace flat and such terrace spaces are intended for the exclusive use of the respective terrace flat acquirer. The said terrace shall not be enclosed by the Purchaser/s without obtaining permission in writing is obtained from the concerned local authority and the Developer.
36. It is brought to the notice of the Purchaser/s that the electric meters of all the Premises in the said Proposed Buildings as well as the water meter will be in the name of the Developer herein and the Purchaser/s and /or the said Body shall get the same transferred in their favour and the Developer herein will grant the No Objection as and when required.
37. The Purchaser/s shall be responsible for additional Municipal Taxes that may be levied by reason of the user of any permitted tenancy or leave and license agreement in respect of the Premises allotted to the Purchaser/s.
38. In case any security deposit is demanded by the concerned Municipal Corporation/local Authorities or Government for the purpose of giving water connection to the said Proposed Buildings, such deposit shall be payable by the Purchaser/s along with the other purchasers of the premises in the said Proposed Buildings.
39. Over and above the amounts payable hereinabove, the Purchaser/s shall before taking possession of the said Flat also pay to the Developer the following amounts:
 - (i) A sum of Rs. 250/- towards acquiring of 5 shares of Rs.50/- each and entrance fee of Rs.100/- within a period of seven days from the date of notice and in any event before possession of the said Flat is handed over to the Purchaser;
 - (ii) Deposit a sum of **Rs.** towards provisional maintenance charges for 12 (twelve) months in advance, commencing a week after notice in writing is given by the Developer to the Purchaser/s that the said Flat, is ready for being occupied, the Purchaser/s shall be liable to bear and pay the

proportionate share of the maintenance charges and other monthly outgoings in respect of the said Flat. After the completion of the initial twelve months as aforesaid, the Purchaser/s shall be liable to bear and pay the maintenance charges in respect of the said Flat and the Purchaser/s further undertake/s to pay such provisional monthly contribution on or before the 5th day of each month in advance till formation of the said Body to the Developer and after formation of the said Body to the said Body and shall not withhold the same for any reason whatsoever. It is further agreed that the Purchaser/s will be liable to pay interest @ 24% p.a. or as otherwise demanded by the Developer/the said Body for any delay in payment of such outgoings. The maintenance charges would include inter-alia the following:-

- (a) The expenses of maintenance, repairing, redecorating, etc., of the main structures and in particular the gutters and rain water pipes of the said Proposed Buildings, water pipes and electric wires in under or upon the said Proposed Buildings used by the premises/ premises holder/s in common with the other occupiers of premises and the main entrances, passages, landings, lift and staircase of the Proposed Buildings and other common areas and amenities as enjoyed by the premises Purchaser/s in common as aforesaid and the boundary walls of the Proposed Buildings, compounds etc.
- (b) Common internal roads that may lead to the said Property and which the occupants of the Proposed Buildings in the said Property would be using in common with the occupants of the neighboring building/s and any other similar common infrastructural amenities or conveniences.
- (c) The cost of cleaning and lightning the passage, water pump, lifts, landings, staircases, common lights and other parts of the Proposed Buildings and the said Property used by the premises Purchasers in common as aforesaid.
- (d) The cost of the salaries of certain workers like clerks, accountant, liftmen, Chowkidars, pump man, sweepers, drivers, housekeeping charges, etc., and the proportionate salary of certain part time workers like Engineers, Supervisors etc. their traveling expenses, welfare expenses like tea, coffee etc., the bonus to be given to them etc.
- (e) The cost of working and maintenance of common lights, water pump, lifts, common sanitary units and other services charges.
- (f) The cost of maintenance of the common layout amenities like internal roads, gardens, play area, internal road lights, storm water drains, sewage drains, CCTV cameras, Compound Wall lights, Main Gate lights, Security cabins etc.
- (g) Insurance of the said Building (if and when taken).
- (h) The maintenance charges, cost, expenses and amounts required for maintenance of various common equipments that may be installed in the said Proposed Building including inter-alia street lights, sewer line, storm water drain, water lines, internal roads, garden, Civil, Mechanical and Electrical system installed for reuse of the

waste water, Civil, Mechanical and Electrical system for rain water harvesting, High speed lifts, Submersible Pumps installed in Tank for Municipal Water and Tank for storage of Tanker / Bore well water, Pumps installed for fire fighting, Tank for municipal water, Over head Tank and other water tanks by whatever name called, Fire fighting system, Common Electric system. (Installed for the lights, pumps, equipments, lifts, security system etc.), Common Plumbing system, Common Security System and such other expenses as are necessary or incidental for the maintenance and upkeep of the building and the said Property.

- (i) The Purchaser/s is/are aware that after the possession of the said Flat is offered to the Purchaser/s and after he /she / they is/are admitted as member/s to the said Body, it may take at least 12-18 months for the said Body to work out and inform each of the members about the exact breakup of the maintenance charges payable by him / her / them. Therefore during such a period the said Body is likely draw up adhoc bills towards maintenance. The Purchaser/s agree/s that he/she/they shall not raise any objection for payment of such adhoc bills and would give the said Body a time period of 12 to 18 months or more from the date of he/she/they is/are admitted as member/s of the said Body, to enable the said Body to work out the exact details of the maintenance charges payable by him/her/them.
- 40. Over and above the consideration and other amounts payable by the Purchaser/s, the Purchaser/s hereby agree/s that in that event of any amount becoming payable by way of levy or premium, taxes, cess, fees, charges, etc., after the date of this Agreement to the KDMC and other concerned local authorities or to the State Government or in the event of any other payment for a similar nature becoming payable in respect of the said Property and/or in respect of the various premises to be constructed thereon, the same shall be paid by the Developer, however, the same would be reimbursed by the Purchaser/s to the Developer in proportion of the area of the said Flat to the total area of all the premises being constructed as a part of the Proposed Buildings on the said Property.
- 41. The Purchaser/s is/are further made aware that potable water supply is provided by the KDMC and other concerned government authorities, and shall be made available to the said Proposed Buildings as per the supply received from such authorities. It is clarified that the Developer has not represented to the Purchaser/s or undertaken to the Purchaser/s that such water supply is assured, as the same is subject to availability and supply from the concerned authorities.
- 42. It is also agreed and understood that the Developer shall only pay the Municipal tax for the unsold premises in the said Proposed Buildings and will not pay any maintenance charges like water, light etc., of the common area and security charges and the Developer can sell the premises in the said Proposed Buildings to any prospective buyers and then such prospective buyers will become the member of the said Body without paying any transfer premium or any other charges to the said Body.

43. The Purchaser/s agree/s and undertake/s to and shall observe perform and comply with all the terms and conditions and covenants to be observed performed and complied with by the Purchaser/s as set out in this Agreement save and except the obligation of the Purchaser/s to pay the balance consideration and other sums as aforesaid) if the Purchaser/s neglect/s, omit/s, or fail/s to observe and/or perform the said terms and conditions and covenants for any reason whatsoever then in such an event, the Developer shall be entitled after giving one month's notice to remedy or rectify the default and in the event of the Purchaser/s failing to remedy or rectify the same within the said notice period, this Agreement shall be voidable at the option of the Developer and in the event of the Developer so treating this Agreement void, the Developer shall be entitled to forfeit any amount/s till then paid by the Purchaser/s to the Developer and thereupon the Developer shall be free and entitled in its own right to deal with the said Flat and their rights therein in any manner as the Developer in its sole and absolute discretion deems fit and proper without any reference and/or payment of any sums whatsoever to the Purchaser/s. In such an event, the Purchaser/s hereby agree/s and undertake/s that he/she/they are not entitled to and shall not claim anything against the Developer/their transferee/s/allottee/s/ nominees.
44. The Purchaser/s shall not alter, amend, modify etc., the elevation of the said Flat whether the side, front or rear nor shall the Purchaser/s alter, amend, modify the entrance lobby, staircase, lift, passage, terrace etc. of the said Proposed Buildings and shall keep the above in the same form as the Developer construct the same and shall not at any time alter the said elevation in any manner whatsoever without the prior consent or alter the attachments to the elevation of the said Building, including fixing or changing or altering Grills, Windows, air conditioners, Chajjas etc., The Purchaser/s further irrevocably agree/s to fix their air-conditioners, whether window or split only after the written permission of the Developer. The Developer's decision in this regard would be final and binding on the Purchaser/s.
45. The Purchaser/s with an intention to bring all persons into whose hands the said Flat may come, doth/do hereby represent/s and assure/s to and undertake/s and covenant/s with the Developer as follows:
- (i) To maintain the said Flat at the Purchaser's/Purchasers' own cost in good tenable repair and condition from the date the possession of the said Flat is offered and shall not do anything or suffer anything to be done in or to the said Building and to the balconies, elevation- projections, staircase or any passage, which may be against the rules, regulations or bye-laws of the KDMC and other concerned local or any other authority nor to the said Flat itself or any part thereof.
 - (ii) Not to enclose the open balcony, flower bed, ducts or any other open area pertaining to the said Flat, whereby any Floor Space Index whatsoever is deemed to be consumed and without prejudice thereto not to do any act, deed, matter or thing,

whereby any rights of the Developer/the said Body are in any manner whatsoever prejudiced/ adversely affected.

- (iii) Not to carry out in or around the said Flat any alteration/changes of structural nature without the prior written approval of the Developer and the Structural Engineers and the RCC Consultants of the said Proposed Buildings.
- (iv) To ensure that no nuisance/annoyance/ inconvenience is caused to the other occupants of the Proposed Buildings by any act of the Purchaser/s.
- (v) Not to store in the said Flat any goods which are of hazardous, combustible or dangerous nature save and except domestic gas for cooking purposes or goods which are so heavy so as to damage the construction or structure of the said Proposed Buildings or storing of which goods is objected to by the KDMC and other concerned local or other authority and shall not carry or cause to be carried any heavy packages, showcases, cupboards on the upper floors which may damage or is likely to damage the staircase, common passage or any other structure of the said Proposed Buildings or any other buildings to be constructed on the said Property. On account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be personally liable for the consequence of the breach and shall be liable to bear and pay the damages as may be determined by the Developer and the same shall be final and binding upon the Purchaser/s and the Purchaser/s shall not be entitled to question the same.
- (vi) To carry out at his/her/their own cost all the internal repairs to the said Flat and maintain the said Flat in the same condition, state and order in which it was delivered by the Developer to the Purchaser/s.
- (vii) Not to demolish the said Flat or any part thereof including interalia the walls, windows, doors, etc., thereof, nor at any time make or cause to be made any addition or any alteration in the elevation and outside colour scheme of the Proposed Buildings and shall keep the portion, sewers, drains, pipes, in the said Flat and appurtenance thereto in good, tenantable repair and condition and in particular so as to support, shelter and protect the other parts of the Proposed Buildings and shall not chisel or any other manner damage the columns, beams, walls, slabs or R.C.C. pardis or other structural members in the said Flat without the prior written permission of the Developer and/or the said Body, when formed. Not to do or permit to be done any act, deed, matter or thing, which may render void or voidable any insurance of the said Property and the Proposed Buildings or any part thereof or whereby any increase premium shall become payable in respect of the insurance.
- (viii) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or on the terrace or on the other premises or any portion of the said Property and the Proposed Buildings.

- (ix) To bear and pay any increase in local taxes, water charges, insurances and such other levy/ if any which are imposed by the KDMC and other concerned local/public authority either on account of change of user or otherwise in respect of the said Flat by the Purchaser/s.
- (x) The Purchaser/s shall not be entitled to transfer, assign or part with the interest or any benefit of this Agreement or charge or mortgage or encumber or create lien of the said Flat, without the prior written permission of the Developer, until all the dues payable by the Purchaser/s to the Developer hereunder and/or otherwise are fully paid up.
- (xi) The Purchaser/s shall abide by, observe and perform all the rules, regulations and bye-laws of the said Body as also the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Proposed Buildings and the premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the KDMC and other concerned local authority and the Government and other public bodies and not commit breach thereof and in the event of the Purchaser/s committing breach thereof and/or any act in contravention of the above provision, the Purchaser/s shall be personally responsible and liable for the consequences thereof to the said Body and/or the KDMC and other concerned authority and/or other public authority.
- (xii) The Purchaser/s shall also observe, perform and comply with all the stipulations, terms and conditions laid down by the said Body regarding the occupation and use of the said Flat and shall bear and pay and contribute regularly and punctually towards the taxes, expenses or other outgoings as may be required to be paid from time to time.
- (xiii) The Purchaser/s shall permit the Developer and its surveyors and agents with or without workmen and others, at all reasonable times, to enter into and upon the said Property/Proposed Buildings/said Flat and/or any part thereof to view and examine the state and condition thereof, and to carry out the repair or replacements therein for a period of 5 (five) years from the Purchaser/s being put in possession of the said Flat.
- (xiv) The Purchaser/s undertake/s not to enclose any passage/s, lobby or other common areas in any manner whatsoever.
- (xv) The Purchaser/s is aware of various concessions, approvals granted to the Developer at the time of construction of the said Proposed Buildings. The Purchaser/s undertake/s not to raise any objection in respect of the open space deficiency if any and shall also not raise any objection in respect to the construction and/or development activities carried on in the said Property or in the adjoining plots.

- (xvi) The Purchaser/s is/are aware that the plans are approved with the use of Floor Space Index by paying premium towards the staircase; lift lobby passage, internal staircase, TDRs etc.
- (xvii) The Purchaser/s agree/s that they along with the other purchasers of the premises in the said Proposed Buildings will not charge anything from the Developer and/or its nominee or nominees or transferee any amount by way of monthly maintenance Charges or any other charges or outgoings for the use of terrace, compound walls, display of advertisement or hoardings etc.
46. The Purchaser/s is/are aware that only on the basis of and relying on the representations, assurances, declarations, covenants and warranties made by him/her/them herein, the Developer has agreed to and is executing this Agreement and Purchaser/s hereby agree/s to indemnify and keep indemnified the Developer absolutely and forever from and against all and any damage or loss that may be caused to the Developer including interalia against and in respect of all actions, demands, suits, proceedings, penalties, impositions, losses, damages, costs, charges and expenses, that may be caused to or incurred, sustained or suffered by the Developer, by virtue of any of the aforesaid representations, assurances, declarations, covenants and warranties made by the Purchaser/s being untrue and/or as a result of the Developer entering in to this Agreement and/or any other present/future writings with the Purchaser/s and/or arising there from.
47. At the time of execution of this Agreement the Purchaser/s shall pay amount of stamp duty and registration charges etc., payable in respect of this Agreement and the Purchaser/s shall register this Agreement with the concerned Sub-Registrar of Assurances within four months of execution and inform the Developer of the serial number, under which the same is lodged for Registration with the date and time of Registration by forwarding the photocopies of the receipt issued by the Sub-Registrar to enable the Developer and/or its authorized representative/s to visit the office of the Sub-Registrar of Assurances and to admit execution thereof.
48. If the Purchaser/s, before being put in possession of the said Flat, desire/s to sell or transfer his/her/their interest in the said Flat or wishes to transfer or give the benefit of this Agreement to person, the same shall be done only after the Purchaser/s obtain/s the prior written permission of the Developer in that behalf. In the event of the Developer granting such consent, the Purchaser/s shall be liable to and shall pay to the Developer such sums as the Developer may in its absolute discretion determine by way of the transfer charges and administrative and other costs, charges, expenses pertaining to the same PROVIDED HOWEVER that such transferee/s/assignee/s of the Purchaser/s shall always be bound and liable by the terms, conditions and covenants hereof and on the part of the Purchaser/s to be observed, performed and complied with. All the provisions of this Agreement shall ipso facto and automatically apply mutatis mutandis to such transferee/s/assignee/s also.

49. The Purchaser/s shall, from time to time, sign and execute all applications, papers and documents, and do all the acts, deeds, matters and things as the Developer may require, for safe guarding the interest of the Developer to the said Proposed Buildings and/or the premises therein.
50. All letters, circulars, receipts and/or notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served, if posted or dispatched to the Purchaser/s by Registered Post Acknowledgement Due (“**RPAD**”) or hand delivered at the address hereunder stated and shall effectually and completely discharge the Developer:
- Address : “.....”
Email :
Cell No. : +.....
Land line :
51. The Parties are setting out here under their respective Income Tax Permanent Account Numbers:
- Developer : AAACM5158N
Purchaser/s :
Purchaser/s :
52. All obligations of the Purchaser/s and covenants made by the Purchaser/s herein shall be deemed to be obligations and/or covenants, as the case may be, running with immoveable property and the observance, performance and compliance with such obligations and/or covenants shall be the responsibility of all persons into whose hands the said Flat may come.
53. Notwithstanding anything contained herein, the Developer shall, in respect of any amount remaining unpaid by Purchaser/s under the terms of this Agreement, have a first lien and charge on the said Flat agreed to be purchased by the Purchaser/s hereunder.
54. The Courts in Mumbai shall have exclusive jurisdiction to try and entertain all disputes between the Parties hereto arising out of this Agreement or otherwise pertaining to the said Premises.
55. The Purchaser/s shall have no right, title, interest, share, claim demand of any nature whatsoever and howsoever arising in to upon the said Property and/or the said Proposed Buildings and/or otherwise howsoever against the Developer, save and except in respect of the said Flat. Nothing contained in this Agreement is intended to be nor shall be constructed as a grant, demise or assignment in law, of the said Property and/or the said Proposed Building and/or any part thereof.
56. Any delay or indulgence shown by the Developer in enforcing the terms of agreement or any forbearance or giving of time to the Purchaser/s shall not be constructed as a waiver on the part of the Developer of any breach or non compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice any rights of the Developer hereunder or in law.

57. This Agreement shall always be subject to the provisions contained in the MOFA and the rules framed there under viz. Maharashtra Ownership Flats Rules, 1964 and the stamp duty and registration charges in respect of this Agreement as well as other documents executed hereafter including interalia the said Conveyance in favour of the said Body shall be borne and paid by the Purchaser/s only to the exclusion of the Developer and the Developer is not and shall not be liable to and/or be called upon to contribute anything in that behalf.
58. The Parties hereto acknowledge, declare and confirm that this Agreement represents the entire and only agreement between themselves regarding the subject matter hereof and no modifications hereto shall be valid and binding unless the same are reduced to writing and signed by both the Parties.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribe their respective hands on the day and year the first above written.

THE FIRST SCHEDULE ABOVE REFERRED TO

All those pieces and parcels of land bearing Survey No. 204, Hissa No. 1A, admeasuring 0H-20R-7P, equivalent to 2,070 square meters and Survey No. 226, Hissa No. 2A admeasuring 0H-65R-0P equivalent to 4,177 square meters and Survey No. 226, Hissa No. 1/2 admeasuring 0H-47R-0P equivalent to 2,133 square meters thus admeasuring 8,380 square meters in aggregate of Village Titwala, Taluka Kalyan, District Thane within the limits of Kalyan Dombivli Municipal Corporation.

THE SECOND SCHEDULE ABOVE REFERRED TO

Flat bearing No. on the floor of ‘....’ Wing of the Proposed Building also known as “.....” in the proposed project “MAYFAIR VISHWARAJA” to be constructed on the said Property admeasuring approximately square meters Carpet area equivalent to Square Feet (which is inclusive of cupboards, balconies and terrace area and area below walls and columns) in the aggregate.

THE THIRD SCHEDULE ABOVE REFERRED TO

COMMON AREAS AND FACILITIES AND LIMITED COMMON AREA AND FACILITIES

PART A -LIMITED COMMON AREAS

1. Flat Entrance lobby at every floor adjacent to the Flat; all the Purchaser/s of premises on each floor will have a proportionate un-divided interest in the above, with their fellow neighbors on the same floor.
2. Parking Spaces/Stack Parking Spaces in accordance with the provisions of Clause 18 of this Agreement.

PART B - COMMON AREAS FOR EACH BUILDING

1. Entrance lobby on the Ground Floor,
2. Lifts provided in the said Building.
3. Staircase of the said building including the floor landing and the mid-landing, for the purpose of ingress and egress.
4. Solar System.
5. Terrace on the top of the top floor.
6. Refuge area in each building.

PART C - COMMON AREAS FOR THE LAYOUT

1. Internal Road with Internal Road Street lights.
2. Landscaped Gardens.
3. Children's play area with play equipments
4. Club House / Gym / Indoor Games / Community Hall.
5. Generator for common area lights, compound lights, water supply pumps for underground water tanks
6. Fire Fighting Systems
7. Rain Water Harvesting
8. Storm Water Drains.
9. Water Supply Pipes.
10. Bore wells.

The Purchaser/s will have a proportionate un-divided interest in the above

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

SIGNED SEALED AND DELIVERED)

By the within named “Developer”)

Mayfair Housing Private Limited)

Through its Director)

Mr. Nayan A Shah through His Constituted Attorney)

Mr. Sanjay Kumar Jain)

in presence of)

1. _____)

)

2. _____)

SIGNED AND DELIVERED)

By the within named Purchaser/s)

.....)

_____)

_____)

.....)

_____)

_____)

in the presence of)

1. _____)

2. _____)

RECEIPT

RECEIVED of and from the within named Purchaser/s an aggregate sum of **Rs.**
.....) as within mentioned vide the following cheques:

Sr. No.	Cheque No.	Cheque Date	Name of Bank	Branch	Amount (Rs.)
		TOTAL			/-

WE SAY RECEIVED

For M/s. **Mayfair Housing Pvt. Ltd.,**

(Sanjay Kumar Jain)

Constituted Attorney

Witnesses:

1.

2.

List of Annexure

Annexure- 1	7/12 extract
Annexure A	Plan Showing Said Property
Annexure B	NA order dated 7 th November, 1992 passed by Collector, Thane, bearing no. Revenue/Desk-1/T-1/NAP/SR/235/91
Annexure C	IOD bearing number KDMC/TP/BP/KV/18 dated 31st May, 2011.
Annexure D	Commencement Certificate bearing number KDMC/TP/BP/KV/2012-2013/145 dated 24th August, 2012
Annexure E	Revised IOD and CC bearing No. KDMC/TP/BP/KV/2012-13/145/177 dated 5 th October 2015.
Annexure F	NA order dated 11 th January, 2012 passed by Collector, Thane, bearing no. No. Revenue/K-1/T. no. 7/NAP/Titwala-Kalyan/SR-97/2011.
Annexure G	Title Report dated 12 th November, 2014, issued by the Advocate K. T. Jain
Annexure H	Floor Plan said Flat
Annexure I	List of Internal Amenities