

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Thane on this _____ day of _____, 2017.

BY AND BETWEEN

M/S. UMA ENTERPRISES, PAN: AACFU8555C, a Partnership Firm, duly registered under the provisions of Indian Partnership Act, 1932, having its office at: 1st Floor, 'Rosa Royale' Opp. Crown Bldg., Hiranandani Estate, Patlipada, G. B. Road, Thane (W) 400615, through its Partners **(1) SHRI JAYANTILAL PUKHRAJ SANGHAVI, (2) SHRI NAVIN GOVIND PATEL/VASANI** and **(3) SHRI MANOJ SUDAMA KHETWANI**, hereinafter referred to as **“DEVELOPERS”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include all the partners of the Partnership Firm, their respective legal heirs, administrators and assigns) **OF THE ONE PART.**

AND

1)Mr./Ms./Mrs. _____
Official Email.ID _____
R/O _____
_____ having Income tax PAN
_____.

JOINTLY WITH*

2)Mr./Ms./Mrs. _____
R/O _____
_____ having Income tax PAN
_____.

3)Mr./Ms./Mrs. _____
R/O _____
_____ having Income tax PAN
_____.

4) Mr./Ms./Mrs. _____
R/O _____
_____ having Income tax PAN
_____.

OR
(FOR HUF)

_____ HUF through karta and
authorised signatory Mr. _____, Official e-mail ID
of karta of HUF _____
Address _____
_____ having Income tax PAN _____.

OR
(FOR FIRMS)

M/s. _____, PAN:
_____, a Partnership Firm duly registered and having its office
at _____
through its Authorised Signatory Partner Mr./Ms./Mrs.
_____, Official e-mail ID of the
Firm _____ Address _____
_____ having
Income tax PAN _____.

OR

(FOR COMPANIES)

_____, CIN: _____, a Company duly registered under Companies Act, 1956/2013 having its registered office at _____ and PAN _____ through its duly Authorised Signatory Mr./ Ms./ Mrs. _____, authorized by board resolution dated _____ Official e-mail ID of the Company _____.

Hereinafter jointly and severally referred to as the "**PURCHASER(S)**" (which expression unless excluded by or repugnant to the context or meaning thereof, shall mean and include his/her/its heirs, executors, administrators, successors and legal representatives) **OF THE OTHER PART;**

WHEREAS:

A. DESCRIPTION OF THE SAID PROPERTY:

The Developers are well and sufficiently entitle to develop the pieces and parcels of land lying, being and situate at Village - Kavesar, Taluka and District Thane, bearing 1) Survey No. 124, Hissa No. 2/3, admeasuring 990 square meters (**First Property**), 2), Survey No. 125, Hissa No. 3/1, admeasuring 2810 square meters (**Second Property**), , Survey No. 125, Hissa No. 3/2, admeasuring 4050 square meters (**Third Property**), 4) Survey No. 125, Hissa No. 4, admeasuring 1620 square meters, (**Fourth Property**), 5) Survey No. 125, Hissa No. 5, admeasuring 910 square meters (**Fifth Property**), 6) Survey No. 125, Hissa No. 2, admeasuring 930 square meters (**Sixth Property**), lying, being and situated at Village - Kavesar, Talathi Saja Kolshet, Taluka and District Thane within the Registration District and Sub-District Thane and also within the limits of Thane Municipal Corporation (TMC), Maharashtra State. All the above-mentioned Properties are admeasuring in aggregate 11,310 square meters and constitute one contagious plot of land and hereinafter collectively referred to as the "**Said Property**" and more particularly described in the First Schedule hereunder written.

B. BRIEF DESCRIPTION OF FIRST PROPERTY:

B1 Land bearing Survey No. 124, Hissa No. 2, admeasuring 4530 square meters was originally owned by Mr. Rajaram Appa Patil.

- B2** Mr. Rajaram Appa Patil demised leaving behind him his legal heirs viz., two sons, 1) Mr. Gautam Rajaram Patil and 2) Mr. Raghunath Rajaram Patil and four daughters viz., 1) Mrs. Mathurabai Gana Tare, 2) Mrs. Nirabai Maruti Madhvi, 3) Mrs. Vithabai Vitthal Madhvi, and 4) Mrs. Janabai Waman Patil.
- B3** Mrs. Mathurabai Gana Tare demised leaving behind her legal heirs viz., 1) Mr. Rajan Ramchandra Daki, 2) Mr. Hemant Ramchandra Daki, 3) Mrs. Suman Sadanand Patil and 4) Mr. Rohidas Gana Tare.
- B4** Mrs. Nirabai Maruti Madhvi demised leaving behind her legal heirs viz., three sons, 1) Pandurang Maruti Madhvi, 2) Kamlakar Maruti Madhvi, 3) Mr. Chandrakant Maruti Madhvi and six daughters viz., 1) Motubai Balaram Tangdi, 2) Mrs. Devki Hari Chaudhary, 3) Mrs. Rekha Manohar Patil, 4) Mrs. Hausa Pandurang Patil, 5) Mrs. Vaijayanti Hari Patil and 6) Mrs. Kalpana Kiran Patil.
- B5** Mrs. Vithabai Vitthal Madhvi demised leaving behind her legal heirs viz., son Mr. Baban Vitthal Madhvi and daughter Mrs. Vatsala Sakham Thakur.
- B6** 1) Mr. Gautam Rajaram Patil and 2) Mr. Raghu alias Raghunath Rajaram Patil executed Development Agreement dated July 30, 2004, in favour of M/s. Roma Builders Pvt. Ltd., in respect of Property bearing Survey No. 124, Hissa No. 2, admeasuring 4530 square meters, which is duly registered with the Sub-Registrar of Assurances, Thane, at serial no. TNN-5/5630/2004.
- B7** 1) Mr. Gautam Rajaram Patil and 2) Mr. Raghu alias Raghunath Rajaram Patil executed General Power of Attorney dated August 03, 2004, in favour of 1) Mr. Surendra L. Hiranandani and 2) Mr. Niranjan L. Hiranandani, Directors of M/s. Roma Builders Pvt. Ltd., in respect of Property bearing Survey No. 124, Hissa No. 2, admeasuring 4530 square meters, which is duly authenticated with the Sub-Registrar of Assurances, Thane, at serial no.598/2004.
- B8** The owners have executed agreements in favour of Darshan Enterprises in respect of First Property in following manner:

Name of the Owner	Date	Registration Details	Agreement
Mrs. Janabai Waman Patil	04/09/2007	TNN-5/6578/2007 and 942/2007	Development Agreement & Power of Attorney
Mr. Gautam Rajaram Patil & others	02/06/2008	TNN-5/4562/2008	Agreement for Sale

Mr. Gautam Rajaram Patil & others	02/06/2008	TNN-5/612/2008	Power of Attorney
Mrs. Rajashree Nitin Bhoir and others	09/06/2008	TNN-5/4752/2008	Confirmation Deed
Mrs. Rajashree Nitin Bhoir and others	09/06/2008	TNN-629/2008	Power of Attorney
Ms. Garveeta Nitin Bhoir	07/05/2009	TNN-5/3808/2009 and 130/2009	Confirmation Deed & Power of Attorney

B9 Mr. Gautam Rajaram Patil and another through Power of Attorney holder M/s. Roma Builders Pvt. Ltd. executed Agreement for Assignment of Development Rights dated March 13, 2009, in favour of Mr. Govind Mukund Bhoir and others, in respect of portion of land admeasuring 2350 square meters from and out of Property bearing Survey No. 124, Hissa No. 2, admeasuring 4530 square meters and another property which is duly registered with the Sub-Registrar of Assurances at serial no. TNN-5/2149/2009 and simultaneously executed Substituted Power of Attorney dated March 13, 2009, in favour of Mr. Govind Mukund Bhoir and others, which is duly authenticated with the Sub-Registrar of Assurances, Thane at serial no. TNN-79/2009.

B10 M/s. Roma Builders Pvt. Ltd. executed Agreement for Assignment of Development Rights dated July 02, 2009 in favour of M/s. Darshan Enterprises, in respect of portion of land admeasuring 2180 square meters from and out of property bearing Survey No. 124, Hissa No. 2, admeasuring 4530 square meters and another property, which is duly registered with the Sub-Registrar of Assurances, Thane, at serial no. TNN-5/5769/2009 and simultaneously executed Substituted Power of Attorney dated July 02, 2009 in favour of 1) Mr. Naresh Sudama Khetwani and 2) Mr. Suresh Devichand Jain, partners of M/s. Darshan Enterprises, which is duly authenticated with the Sub-Registrar of Assurances, Thane at serial no. 226/2009.

B11 Mr. Govind Mukund Bhoir and others executed Agreement for Sale and Assignment of Development Rights dated December 19, 2009, in favour of M/s. Darshan Enterprises, in respect of portion of land admeasuring 2350 square meters from and out of property bearing Survey No. 124, Hissa No. 2, admeasuring 4530 square meters, which is duly registered with the Sub-Registrar of Assurances, Thane, at serial no. TNN-5/11424/2009.

B12 Mr. Govind Mukund Bhoir and others executed Power of Attorney dated December 19, 2009, in favour of M/s. Darshan Enterprises, in

respect of portion of land admeasuring 2350 square meters from and out of property bearing Survey No. 124, Hissa No. 2, admeasuring 4530 square meters, which is duly authenticated with the Sub-Registrar of Assurances, Thane at serial no. 657/2009.

B13 Mr. Keshav Mukund Bhoir confirmed Agreement for Sale and Assignment of Development Rights dated December 19, 2009, by executing Confirmation Deed dated June 22, 2010, in favour of M/s. Darshan Enterprises, in respect of portion of land admeasuring 2350 square meters from and out of property bearing Survey No. 124, Hissa No. 2, admeasuring 4530 square meters, which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-5/7220/2010.

B14 Mr. Keshav Mukund Bhoir executed Power of Attorney dated June 22, 2010, in favour of M/s. Darshan Enterprises, in respect of portion of land admeasuring 2350 square meters from and out of property bearing Survey No. 124, Hissa No. 2, admeasuring 4530 square meters, which is duly authenticated with the Sub-Registrar of Assurances, Thane, at serial no. TNN-5/593/2010.

B15 As per Order of Taluka Inspector, Land Records, Thane bearing no. POT HISSA/MAUJE KAVESAR/DU.R.NO./587/10 dated January 27, 2010, in pursuance of Hissa Form No. 12, sub-division of survey no. 124, Hissa No. 2, was affected in the Record of Rights. Accordingly, Survey No. 124, Hissa No. 2, was sub-divided into three parts and First Property was re-numbered as Survey No. 124, Hissa No. 2/3 admeasuring 990 square meters.

C. BRIEF DESCRIPTION AND HISTORY OF TITLE OF THE SECOND PROPERTY:

C1 Land bearing Survey No. 125, Hissa No. 3/1, admeasuring 2810 square meters was originally owned by Mrs. Kanti Rasiklal Makhecha and others and cultivated by Mr. Gajanan Shambhu Bhoir as agricultural tenant.

C2 Tahsildar and Agricultural Land Tribunal passed an order bearing no. VR-336/IPL/XIV/10 dated February 16, 1972 under section 32G of Mumbai Tenancy and Agricultural Lands Act, 1948, (MTAL Act) and determined purchase price which was paid by the tenant Mr. Gajanan Shambhu Bhoir to Mrs. Kanti Rasiklal Makhecha and others in respect of Second Property and another property, and accordingly Mutation entry no. 1411 was mutated and certified.

- C3** Mr. Gajanan Shambhu Bhoir demised in the year 1977, leaving behind him his legal heirs, viz., wife Mrs. Bhimabai Gajanan Bhoir and son Mr. Kamlakar Gajanan Bhoir, which was duly recorded in the Records of Rights vide Mutation Entry No. 1412.
- C4** Tahsildar and Agricultural Land Tribunal further issued Certificate of Purchase dated July 14, 1982, bearing no. 3443/I/XIV/10) under section 32M of MTAL Act after payment of entire purchase price by the tenant and his legal heirs to the original owners and the charge of original land owner was removed from the other rights column of Records of Rights of Second Property and another property.
- C5** Mrs. Bhimabai Gajanan Bhoir and others assigned development rights by executing Development Agreement dated March 11, 2008 in favour of M/s. Darshan Enterprises, in respect of Second Property, which is duly registered with the Sub-Registrar of Assurances, Thane, at serial no. TNN-5/2184/2008 for the consideration and upon the terms and conditions contained therein and simultaneously executed Power of Attorney of even date which is duly authenticated with the Sub-Registrar of Assurances, Thane, at serial no. 343/2008.
- C6** As per Order of Taluka Inspector, Land Records, Thane bearing no. POT HISSA/MAUJE KAVESAR/ DU.R.N./465/2008 dated November 11, 2008, in pursuance of Hissa Form No. 12, sub-division of survey no. 125, Hissa No. 3, was affected in the Record of Rights and accordingly survey no. 125, Hissa No. 3 was sub-divided into two parts and Second Property was re-numbered as Survey No. 125, Hissa No. 3/1 admeasuring 2810 square meters.
- C7** As per Order dated May 06, 2008, passed by the Hon'ble High Court, Mumbai in Writ Petition No. 4552/2008, the name of Maharashtra Government and the entry of excess land declared under the provisions of Section 8(4) and 9(3) of Urban Land Ceilings Act, 1976, was deleted from the other rights column of the Second Property.
- C8** Mrs. Bhimabai Gajanan Bhoir and others has made an application dated November 10, 2010 to sub Divisional Officer, Thane under the provisions of section 43(1) and section 25(A) (1) (e) of BTAL Act 1948 and accordingly permission has been granted under section 43 of MTAL Act for development of Second Property for non-agricultural purpose vide Order no. TD/TE-6/KUV/V.P./S.R./128/2010 dated December 30, 2010 and accordingly restrictions imposed under section 43 of the Said Act were relaxed.

D. BRIEF DESCRIPTION AND HISTORY OF TITLE OF THIRD PROPERTY:

- D1** Land bearing Survey No. 125, Hissa No. 3/2, admeasuring 4050 square meters was originally owned by Mr. Dwarkadas Ratanshi Thakkar and cultivated by Mr. Hender Fakur Patil as agricultural tenant.
- D2** As per the written statement given by Mr. Hender Fakur Patil on July 14, 1969, the name of his son Mr. Motiram Hender Patil was recorded in the Records of Rights in respect of the Third Property and several other properties.
- D3** Tenant Mr. Motiram Hender Patil paid entire purchase price as determined under section 32G of MTAL Act and accordingly Certificate under section 32M bearing no. 4390, dated January 20, 1993, was granted in his favour.
- D4** Mr. Motiram Hender Patil and others agreed to sale, convey, transfer and assign portion admeasuring 4000 square meters of Third Property (now changed as 4050 square meters) by executing Agreement for Sale dated September 7, 2009 in favour of M/s. Darshan Enterprises in respect of Said Property, which is duly registered with the Sub-Registrar of Assurances, Thane, at serial no. TNN-5/7819/2009 and simultaneously executed Power of Attorney of even date, which is duly authenticated with the Sub-Registrar of Assurances, Thane-5, at serial no. 360/2009.
- D5** Mr. Motiram Hender Patil through his Power Attorney holder Mr. Suresh D. Jain has made an application dated October 06, 2009, to sub Divisional Officer, Thane under the provisions of section 43(1) of BTAL Act, 1948 and section 25(A) (1) (f) of BTAL Act, 1956, and accordingly permission has been granted for Third Property by the Sub Divisional Officer, Thane vide order no. TD/TE.6/KUV/VIP/SR-414/2009 on October 29, 2009 and accordingly restrictions imposed under section 43 of the Said Act were relaxed.
- D6** Mr. Motiram Hender Patil and others through their Power of Attorney holder M/s. Darshan Enterprises through partner Mr. Suresh D. Jain sold, transferred and conveyed a portion of land admeasuring 3700 square meters out of the Third Property in confirmation with M/s. Darshan Enterprises in favour of Mr. Naresh Sudama Khetwani, by executing Deed of Conveyance dated May 03, 2010, which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-5/4769/2010.

E. BRIEF DESCRIPTION AND HISTORY OF TITLE OF FOURTH PROPERTY:

- E1** Land bearing Survey No. 125, Hissa No. 4, admeasuring 1620 square meters was originally owned by Mr. Ratilal Purshottam and cultivated by Mr. Waman Krushna Daki and others as agricultural tenants.
- E2** Sub-Divisional Officer and Agricultural lands Tribunal Thane passed an order in favour of Mr. Waman Krushna Daki, and thereby determined Purchase Price of Fourth Property in accordance with the provisions of Section 32G of MTAL Act.
- E3** Tahsildar and Agricultural Land Tribunal further issued Certificate of Purchase bearing no. 3504 dated November 30, 1982, under section 32M of MTAL Act after payment of purchase price to be paid by the tenant Mr. Waman Krushna Daki to the original owners in respect of Fourth Property. Accordingly charge of Original land owner Mr. Mahendra Ratilal and others was removed from the other rights column of the Records of Rights of Fourth Property and Fifth Property.
- E4** Mr. Waman Krushna Daki demised on July 18, 2002, leaving behind him his legal heirs viz., wife Mrs. Mathibai Waman Daki and two daughters 1) Mrs. Girjabai alias Deepali Dilip Patil and 2) Miss. Rukmini Waman Daki.
- E5** Mrs. Gangabai Atmaram Daki and others executed Development Agreement dated April 03, 2008, in favour of M/s. Darshan Enterprises, in respect of Fourth Property and Fifth Property.
- E6** Mrs. Gangabai Atmaram Daki and others executed Confirmation Deed dated March 25, 2010, in favour of M/s. Darshan Enterprises, in respect of Fourth Property and Fifth Property, which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-5/3203/2010.
- E7** Mrs. Gangabai Atmaram Daki and others executed Power of Attorney dated March 26, 2010, in favour of M/s. Darshan Enterprises, in respect of Fourth Property and Fifth Property, which is duly authenticated with the Sub-Registrar of Assurances, Thane at serial no. 284/2010.
- E8** Mrs. Mathibai Waman Daki and others executed Agreement for Sale dated September 07, 2012, in favour of M/s. Darshan Enterprises, in respect of Fourth Property and Fifth Property, which is duly registered

with the Sub-Registrar of Assurances, Thane at serial no. TNN-5/7601/2012.

- E9** Mrs. Mathibai Waman Daki and others executed Power of Attorney dated September 07, 2012, in favour of M/s. Darshan Enterprises, in respect of Fourth Property and Fifth Property, which is duly authenticated with the Sub-Registrar of Assurances, Thane at serial no. 720/2012.
- E10** Mr. Gorakh Atmaram Daki and others executed Supplementary Agreement dated December 03, 2013, in favour of M/s. Darshan Enterprises, in respect of the Fourth Property and Fifth Property, which is duly registered with the Sub-Registrar of Assurances, Thane, at serial no. TNN-5/11989/2013.
- E11** Mrs. Anjani Bhanudas Daki and others executed Confirmation Deed dated January 13, 2016, in confirmation with Developers in favour of M/s. Darshan Enterprises, in respect of Fourth Property and Fifth Property, which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-9/589/2016.
- E12** Mrs. Anjani Bhanudas Daki and others executed General Power of Attorney dated January 13, 2016, in favour of Mr. Suresh D. Jain, in respect of Fourth Property and Fifth Property, which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-9/590/2016.

F. BRIEF DESCRIPTION AND HISTORY OF TITLE OF FIFTH PROPERTY:

- F1** Land bearing Survey No. 125, Hissa No. 5, admeasuring 910 square meters was originally owned by Mr. Tribhuvandas Jamnadas Sheth and cultivated by Mr. Waman Krishna Daki and others as agricultural tenants.
- F2** Mahalkari Thane and Sakharlal Jamnadas, Balkrishna Tulsidas, Parvatibai Gangadas executed “Dakhlapatra” in favour of Mr. Tribhuvandas Jamnadas Sheth.
- F3** Tribhuvandas Jamnadas Sheth demised on May 19, 1939 leaving behind him legal heir his son Mr. Jayantilal Tribhuvandas as his only legal heir.
- F4** On June 30, 1950, one Mr. Dhanjisha R. Jhaveri and Bai Hilabai Burjorji Mehta purchased the Fifth Property and several other properties from Mr. Jayantilal Tribhuvandas and Mr. Manekji Modi.

- F5** Mr. Dhanjisha R. Jhaveri and Bai Hila Burjorji Mehta executed registered Power of Attorney for consideration in respect of Fifth Property and Several other properties in favour of 1) Mr. Rupchand Hajarimal, 2) Mr. Tarachand Krishnaji, 3) Mr. Kesarimal Krishnaji, 4) Mr. Bhikchand Okaji, 5) Mr. Vardichand Udaychand and 6) Mr. Umedmal Hajarimal. Accordingly, the Power of Attorney holders were also added as occupants in the Records of rights of the Fifth Property.
- F6** In pursuance of order of Revenue Commissioner, local enquiry was conducted to record the tenants personally cultivating various properties and accordingly Mr. Waman Krushna Daki was declared to be the tenants in respect of Fifth Property.
- F7** Mr. Waman Krushna Daki demised on January 14, 2008 leaving behind him his legal heirs viz., wife Mrs. Mathibai Waman Daki, two daughters Mrs. Girijabai alias Deepali Dilip Patil and 2) Ms. Rukmini Waman Daki
- F8** The Agricultural Land Tribunal, Thane, passed an order under section 32 G of MTAL Act, 1948 and thereby directed the Tenant Purchasers Mrs. Mathibai Waman Daki and two others to pay purchase price and accordingly the Tenant Purchasers were recorded as occupants in the Records of Rights of the Fifth Property.
- F9** On payment of entire Purchase Price by Mrs. Mathibai Waman Daki and two others (Tenant Purchasers), the Agricultural Land Tribunal, Thane granted Certificate of Purchase under section 32 M of Maharashtra (Bombay) Tenancy and Agricultural Land Act, 1948 on January 02, 2010 bearing no. 71/2009. The charge of Purchase Price of original land owner was removed from the other Rights Column of 7/12 extract. The said Certificate is registered with the Sub-Registrar of Assurances at serial no. TNN-2/9321/2012.
- F10** Mrs. Gangabai Atmaram Daki and others executed Development Agreement dated April 03, 2008, in favour of M/s. Darshan Enterprises, in respect of Fourth Property and Fifth Property.
- F11** Mrs. Gangabai Atmaram Daki and others executed Confirmation Deed dated March 25, 2010, in favour of M/s. Darshan Enterprises to register above mentioned Development Agreement dated April 03, 2008 with the Sub-Registrar of Assurances, Thane, in respect of Fourth Property and Fifth Property, which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-5/3203/2010.
- F12** Mrs. Gangabai Atmaram Daki and others executed Power of Attorney dated March 26, 2010, in favour of M/s. Darshan Enterprises, in

respect of Fourth Property and Fifth Property, which is duly authenticated with the Sub-Registrar of Assurances, Thane at serial no. 284/2010.

F13 Mrs. Mathibai Waman Daki and others executed Agreement for Sale dated September 07, 2012, in favour of M/s. Darshan Enterprises, in respect of Fourth Property and Fifth Property, which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-5/7601/2012 and simultaneously executed Power of Attorney dated September 07, 2012, in favour of M/s. Darshan Enterprises, in respect of Fourth Property and Fifth Property, which is duly authenticated with the Sub-Registrar of Assurances, Thane at serial no. 720/2012.

F14 Mrs. Anjani Bhanudas Daki and others executed Confirmation Deed dated January 13, 2016, in confirmation with Developers, in favour of M/s. Darshan Enterprises, in respect of Fourth Property and Fifth Property, which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-9/589/2016 and simultaneously executed General Power of Attorney dated January 13, 2016, in favour of Mr. Suresh D. Jain, partner of M/s. Darshan Enterprises, in respect of Fourth Property and Fifth Property, which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-9/590/2016.

G. BRIEF DESCRIPTION AND HISTORY OF TITLE OF SIXTH PROPERTY:

G1 Land bearing Survey No. 125, Hissa No. 2, admeasuring 930 square meters was originally owned by Mr. Balo Balu Bhoir.

G2 Mr. Balo Balu Bhoir demised around year 1928 to 1929 leaving behind him his only legal heir his wife Mrs. Janibai Balo Bhoir.

G3 Mrs. Janibai Balo Bhoir sold the Sixth Property by executing Sale Deed on November 26, 1944 in favour of Mr. Jomya Kamlya Manera.

G4 As per written statement of Mr. Jomya Kamlya Manera, due to his old age, he distributed the Sixth Property and several other properties amongst his legal heirs, and as per such distribution Sixth Property come in the share of Mr. Padmakar Joma Manera.

G5 Mr. Padmakar Joma Manera executed Development agreement in favour Mr. Datta Jagannath Manera dated September 05, 2001 in respect of Sixth Property, which is duly registered with Sub Registrar

of Assurances, Thane at serial no. TNN-1/6084/2001. Simultaneously executed Power of Attorney in favour of Mr. Datta Jagannath Manera, which is duly registered with Sub Registrar of Assurances, Thane at serial no. TNN-1/6085/2001.

- G6** Mr. Datta Jagannath Manera, executed Development Agreement dated May 05, 2003, in favour M/s. Roma Builders Pvt. Ltd. represented by its director Mr. Niranjan L. Hiranandani, in respect of Sixth Property, which is duly registered with Sub-Registrar of Assurances, Thane at serial no. TNN-5/2762/2003. Simultaneously executed Power of Attorney of even date in favour of 1) Mr. Surendra L. Hiranandani and 2) Mr. Nirajan L. Hiranandani, directors of M/s. Roma Builders, which is duly authenticated with Sub Registrar of Assurances, Thane at serial no. TNN-1/6085/2001.
- G7** M/s. Roma Builders Pvt. Ltd executed Agreement for Sale cum Assignment of Development Rights dated August 14, 2012 in favour of M/s. Darshan Enterprises, in respect of Sixth Property, which is duly registered with the Sub-Registrar of Assurances, Thane, at serial no. TNN-5/6904/2012. Simultaneously executed Power of Attorney on even date, in favour of M/s. Darshan Enterprises, which is duly authenticated with Sub Registrar of Assurances, Thane at serial no. 641/2012.
- G8** M/s. Darshan Enterprises executed an Agreement for Sale dated November 29, 2012, in favour of Mrs. Ramubai Damu Manera and others and thereby agreed to sell and transfer the Sixth Property, which is duly registered with the Sub-Registrar of Assurances, Thane, at serial no. TNN-5/10025/2012. Simultaneously executed Power of Attorney on even date, in favour of Mrs. Ramubai Damu Manera and others, which is duly authenticated with Sub Registrar of Assurances, Thane at serial no. 914/2012.
- G9** Mrs. Hirabai Ramchandra Tare and others executed Confirmation Deed dated December 17, 2012 in favour of Mr. Suresh D. Jain, partner of M/s. Darshan Enterprises for confirming Agreement for Sale dated November 29, 2012, in respect of Six Property which is duly registered with Sub Registrar of Assurances, Thane, at serial no. TNN-5/10607/2012. Simultaneously executed Power of Attorney on even date, in favour of Mr. Suresh D. Jain, partner of M/s. Darshan Enterprises, which is duly authenticated with Sub Registrar of Assurances, Thane at serial no. 947/2012.
- G10** Mr. Padmakar Joma Manera in confirmation with Mr. Datta Jagannath Manera sold, transferred and conveyed the Sixth Property

in favour of M/s. Darshan Enterprises, by executing Deed of Conveyance dated March 16, 2016, which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-9/3224/2016.

H. DETAILS OF ASSIGNMENT OF DEVELOPMENT RIGHTS BY DARSHAN ENTERPRISES IN FAVOUR OF DEVELOPERS:

- H1** M/s. Darshan Enterprises executed Agreement for Development dated November 12, 2012, in favour of Developers, in respect of First Property and Second Property, which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-5/9693/2012 and simultaneously executed General Power of Attorney dated November 12, 2012, in favour of Developers, which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. 868/2012.
- H2** Mr. Naresh S. Khetwani and M/s. Darshan Enterprises granted development rights in respect of the Third Property by executing Agreement for Development dated December 31, 2012, in favour of Developers, which is duly registered with the Sub-Registrar of Assurances, Thane, at serial no. TNN-5/412/2013. 1) Mr. Naresh Sudama Khetwani and 2) Mr. Suresh Devichand Jain for self and for and on behalf of M/s. Darshan Enterprises executed General Power of Attorney dated January 11, 2013, in favour of Mr. Jayantilal P. Sanghvi and Mr. Navin Govind Patel, Partners of Developers, in respect of Said Property, which is duly registered with the Sub-Registrar of Assurances, Thane, at serial no. TNN-5/413/2013.
- H3** M/s. Darshan Enterprises executed Agreement for Development dated December 31, 2012, in favour of Developers, in respect of Fourth Property, Fifth Property and Sixth Property, which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-5/410/2013 and simultaneously executed Power of Attorney dated January 11, 2013, in favour of 1) Mr. Jayantilal P. Sanghvi and 2) Mr. Navin Govind Patel, partners of Developers, in respect of Fourth Property, Fifth Property and Sixth Property, which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-5/411/2013.

I DETAILS OF PERMISSIONS GRANTED UNDER ULC ACT:

The Competent Authority and Additional Collector of Thane Urban Agglomeration has passed various orders in respect of Said Property in the following manner:

Property	Details of Order	Date	Order No.
First Property	8(4)	15/06/2005	SR 59+320
First Property	8(4)	10/10/2007	SR 59+320
First Property	Section 20 Special Dispensation Scheme	21/06/2005	SR 1547
First Property	amendment in Section 20 Special Dispensation Scheme	31/07/2009	SR 1547
Second Property	8(4)	24/06/1999	SR 30+34+67+227+238
Second Property	8(4)	31/01/2003	SR 30+34+67+227+238
Second Property	Section 20 Special Dispensation Scheme	04/03/2003	SR 1298
Third Property	Section 20 Special Dispensation Scheme	26/02/2002	SR 1181
Third Property	amendment in Section 20 Special Dispensation Scheme	16/12/2009	SR 1181
Fourth Property	8(4)	29/06/2005	SR 144
Sixth Property	8(4)	14/01/2003	SR 309

J. DETAILS OF PERMISSIONS GRANTED FOR NON-AGRICULTURAL USE:

The Hon'ble Collector, Thane has granted permission for Non-Agricultural Use and/or permissions for determination of Occupancy Class in the following manner:

Property	Nature of Permission	Date	Order No.
First Property and Second Property	N.A.	01/07/2011	SR 52/2011
Third Property, Fourth Property and Fifth Property	N.A.	20/05/2013	SR 19/2013
Sixth Property	Vinischiti	25/01/2016	SR 45/2015

The Copies of N.A. permissions are annexed hereto as **Annexure “C”**.

K. DETAILS OF PERMISSIONS GRANTED UNDER SECTION 43 OF MTAL ACT:

The Hon’ble Sub-Divisional Officer, Thane has granted permission for development and/or transfer of various portions of Said Property under Section 43 of MTAL Act in the following manner:

Property	Date	Order No.
Second Property	30/12/2010	SR 128/2010
Third Property	29/10/2009	SR 414/2009
Fourth and Fifth Property	03/12/2012	SR 104/2012

L. DETAILS OF TDR UTILISED IN THE SAID PROPERTY:

M/s. Darshan Enterprises were under contractual obligation to procure required Transferable Development Rights and to pay necessary premium for additional FSI. Accordingly, M/s. Darshan Enterprises have paid entire premium payable to the TMC and purchased TDR from respective owners by executing necessary agreements in the following manner:

DRC No. and Area of TDR purchased	Folio No.	Owner	Nature of Agreement	Date and Registration Details
DRC No. 71 Area – 1635 square meters	TDR/9/R.G. 5/2/2008	Mr. Ismail Abdul Karim Virani	Deed of Assignment of Transferable Development Rights	August 27, 2014 TNN-5/8707/2014
DRC No. 116 Area – 915 square meters	TDR/6/Res. 13/2009	M/s. Bombay Metal and Alloys Mfg. Co. Pvt. Ltd.	Deed of Assignment of Transferable Development Rights	August 27, 2014 TNN-5/8704/2014
DRC No. 235 Area – 4000 square meters	TDR/S06/GDN - 9/0254/2014	Mr. Mahendra Ratilal Thanawala and others	Deed of Assignment of Transferable Development Rights	October 17, 2016 TNN-5/11757/2016

DRC No. 235 Area – 4000 square meters	TDR/S06/GDN - 9/0254/2014	Mr. Mahendra Ratilal Thanawala and others	Deed of Rectification	November 04, 2016 TNN- 5/12402/2016
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M. DEVELOPMENT RIGHTS OF THE SAID PROPERTY:

By virtue of various deeds, agreements and documents mentioned herein above, the Developers are entitled to develop the Said Property on the terms and conditions detailed in the above mentioned Agreements and such other antecedent documents. The Developers are authorized and permitted to sell and transfer on ownership basis, various flats, apartments, tenements, shops and offices premises and other Units in the buildings and structures to be constructed by the Developers at its own cost on the Said Property, for such consideration and on such other terms, conditions, covenants, stipulations and provisions as may be decided and deemed fit by the Developers and the Developers may subject to the provisions of Development Control Regulations and other contractual obligations with TMC and the Developers are also required to construct for and allot to the original land owners certain residential and commercial premises in pursuance of various agreements mentioned herein before, and for this purpose to sign and execute the necessary agreements, deeds, documents and writings with the Purchaser(s)/transferee(s) of the same. The said Agreements also inter alia provides that on completion of development of the Said Property or portions thereof from time to time, the Developers alone will be entitled to hand over possession of various flats, apartments, tenements, units, premises constructed/provided thereon to the Purchaser(s)/transferee(s)/ Allottees thereof. The Developers have allotted requisite constructed premises to M/s. Darshan Enterprises and to the original owners of respective portions in pursuance of above-mentioned agreements.

N. PROJECT:

Pursuant to the right and authority obtained by Developers under relevant Agreements, Developers are desirous of and entitled to develop the Said Property by constructing thereon complex of various buildings including shops, offices, flats/apartments, tenements, dwelling units and premises of all kinds, for residential, non-residential, and/or any other authorized user, together with provision of parking spaces and other necessary amenities and services thereto

like Club House, garden, open spaces etc. to be known as **“ROSA OASIS”** and collectively referred to as **“PROJECT”**. The Developers have been developing the said Project for the purpose of selling, leasing or otherwise transferring the same to the prospective Purchaser(s), Allottee(s) and other Transferee(s), in a phase wise manner and also entitled to sign and execute necessary agreements, deeds, documents and writings with the Purchaser(s)/Transferee(s) of the said Apartments.

O. APPROVALS AND PERMISSIONS:

TMC has granted Development Permission and Commencement Certificates in the V.P. No. S06/0071/10, which were revised from time to time are as follows:

Sr. No	Type of CC	Date	Outward No.	Property Details
1.	Development Permission	August 21, 2010	TMC/TDD/306 /10	First Property and Second Property
2.	Amended Development Permission	April 19, 2011	TMC/TDD/375 /11	First Property and Second Property
3.	Amended/Revised	July 27, 2012	TMC / TDD / 0648 / 12	First Property and Second Property
4.	Amended/Revised	January 17, 2013	TMC / TDD / 0753 / 13	First Property to Fifth Property.
5.	Amended/Revised	June 20, 2013	TMC / TDD / 0885 / 13	First Property to Fifth Property.
6.	Amended/Revised	January 27, 2014	TMC / TDD / 1071 / 14	Said Property.
7.	Amended/Revised	April 16, 2014	TMC / TDD / 1130/ 14	Said Property.
8.	Amended/Revised	May 23, 2014	TMC/TDD/115 8/14	Said Property.
9.	Amended/Revised	May 07, 2015	TMC / TDD / 1404 / 15.	Said Property.
10	Amended/Revised	January 14, 2016	TMC / TDD / 1650/ 16.	Said Property.
11	Amended/Revised	March 03, 2017	TMC / TDD / 2081/ 17	Said Property.

The Developers are entitled to construct six buildings in accordance with the last revised plans in the following manner:

Building No.	Details/Description
Building No. 1- Bhoir Sadan.	Stilt + 2 Upper Floors
Building No. 2	Ground (Part)+ Stilt (Part) + 21 Upper Floors
Building No. 3	Lower Ground + Stilt + 20 Upper Floors.
Building No. 4	Lower Ground + Stilt + 20 Upper Floors.
Building No. 5	Lower Ground + Stilt + 20 Upper Floors.
Building No. 6	(Wing A, B and C) – Ground (Part) + 2 Upper Floors.

The Copy of last Revised Commencement Certificate and last revised sanctioned plan is annexed hereto as **Annexure “D”**.

TMC has granted following Occupancy Certificates:

Sr. No.	Date	Outward No.	Building Details
1.	June 20, 2013	TMC/TDD/OCC/0085/13.	Building No. 1 (Bhoir Sadan): Stilt + 2 upper floors
2.	May 10, 2016	TMC/TDD/OCC/0249/16.	Building No. 6 (Wing A, B and C): Ground (Part) + 2 upper floors.

Planning Authority and Local Authority has approved designs, specifications, elevations, sections and details of the said new buildings, and while approving and sanctioning the same the said Planning Authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer while developing the Said Property and constructing the said new buildings. Upon due observance and performance of the terms and conditions laid down by the Planning Authority and Local Authority, the Completion and Occupation Certificates shall be granted by the said local authority. The Developers have commenced construction of the said buildings in accordance with the said plans, designs and specifications.

P. BUILDING PLANS / LAYOUT PLANS:

The Developers have proposed to revise the layout and project plan in due course of time and the copy of proposed layout and project plan for the said Project is attached hereto as **Annexure "E"**. The Developers have further made it clear that they propose to modify the layout plan and project plan for facilitating specific requirements of the customers and for better planning and convenience. Layout plan/project plan may also change due to any directions/conditions imposed by the concerned TMC at any stage, which shall, then be binding on Purchaser(s) and under such circumstances, it shall not be necessary on the part of Developers to seek consent of Purchaser(s) for the purpose of making any changes in order to comply with such directions, conditions and changes. The project plans/layout plan of the Project as may be amended and approved from time to time shall supersede the presently sanctioned building plans.

Q. PHASE WISE DEVELOPMENT:

The Developers propose to carry out development in phased manner. The Developers shall have absolute discretion of amalgamation of the Said Property or any part thereof with other adjacent properties and to develop external amenities in phased manner and to classify external amenities into amenities restricted for a particular phase and amenities for the entire Project. The Developers propose to carry out and complete the Said Project in three phases. The Developers have completed construction of Building no. 1 and 6 being first phase of the Project and Building No. 3, 4 and 5 are being developed as second phase of the Project and Building No. 2 is developed as Third and Final Phase of the Project.

R. ARCHITECT AND STRUCTURAL CONSULTANT:

Developers have entered into a standard agreement with its Architect, viz. Mrs. Suvarna Ghosh (hereinafter referred to as **"The Architect"**), who is registered with the Council of Architects, and Developers have also appointed a Structural Engineer Shri. R. C. Tipnis for the preparation of the structural design and drawings of the said new buildings.

S. PREMISES DETAILS:

Purchaser(s) has/have applied to Developers for allotment of Flat No. _____, admeasuring _____ square meters of RERA Carpet Area

and cupboard admeasuring _____ square meters along with enclosed balcony admeasuring _____ square meters on the _____ Floor (hereinafter referred to as the "**Said Premises**") of the Building No.____ (hereinafter referred to as the "**Said Building**"), as shown in the floor plan thereof hereto annexed and marked as **Annexure "F"**, and thereon shown by red colour boundary line, for the Sale Price of Rs._____-/- (Rupees_____ only) The Purchaser(s) shall also be responsible for payment of taxes and charges as mentioned in the payment schedule. Relying upon the aforesaid application, Developers have agreed to allot and sell to Purchaser(s), the said Premises at the price and on the terms, conditions, covenants, stipulations and provisions hereinafter appearing.

T. INSPECTION OF DOCUMENTS BY PURCHASER(S):

The Purchaser(s) demanded from the Developers and the Developers have given inspection to the Purchaser(s), of all the revenue record, sanctioned plans, development permissions and documents of title relating to the said Property described in the Second Schedule hereunder written, which entitles Developers to allot the said Premises constructed on the basis of plans, designs and specifications of the said new buildings prepared by the Architect and of such other documents as are specified under the Real Estate (Regulations and Development) Act, 2016 (RERA) and the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the Rules made there under. The Purchaser(s) is/are satisfied with the title documents furnished by the Developers. Purchaser(s) has/have apprised himself of the applicable laws, notifications and rules applicable to Said Property and understand/s all limitations and obligations in respect of it and there will be no further investigation or objection by Purchaser(s) in this regard.

U. TITLE CERTIFICATE:

Copy of Project Title Certificate dated 24th July 2017 issued by Hema R. Onkar, being the Advocates of the Developers, and the relevant 7/12 extracts of the Said Property are annexed hereto and marked **Annexure "B"** and **"A"** respectively.

V. AUTHORITY TO SIGN:

Purchaser(s) has represented and warranted to Developers that Purchaser(s) has the power, competence and authority to enter into and perform this Agreement and has clearly understood his rights,

duties, responsibilities and obligations under this Agreement. The Parties have agreed to the terms and conditions of this Agreement as set forth hereinafter.

W. REGISTRATION OF PROJECT:

The Developers have obtained registration of the Said Project within the time line prescribed by the Government. MAHARERA has granted registration certificate of registration bearing no._____ on _____.

X. GOVERNING ACT:

The present transaction is governed under the provisions of Real Estate (Regulations and Development) Act, 2016 (RERA) and Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (MOFA) and accordingly parties hereto are required to execute the present Agreement for Sale and register the same under the provisions of Registration Act, 1908.

NOW, THEREFORE, IN CONSIDERATION OF THE RECITALS AND MUTUAL COVENANTS, REPRESENTATIONS AND WARRANTIES THE PARTIES TO THIS AGREEMENT INTENDING TO BE LEGALLY BOUND AND AGREE AS UNDER:

**ARTICLE 1
INTERPRETATION AND DEFINITIONS**

- 1.1** 'Agreement' shall mean this Agreement for Sale, which is executed by and between Developers and Purchaser(s).
- 1.2** All Annexures, Schedule and documents referred in this Agreement and recital referred herein above shall form an integral part of this Agreement and in the interpretation of this Agreement shall be read and construed in its entirety.
- 1.3** 'Carpet Area' shall mean the carpet area as defined under RERA which is inclusive of area covered by internal walls of the concerned premises. The area of cupboard & enclosed balconies and attached open balcony/terrace are shown separately. The carpet area is calculated for bare shell unit excluding finishes, skirting, ledge walls, wall tiles, granite & marble frames.
- 1.4** 'Club' shall mean "club house" approved by TMC for Said Property.

- 1.5** 'Common Areas' shall mean the areas in the Project, which are meant for common use.
- 1.6** 'Date of Possession' shall mean the date of possession as communicated to Purchaser(s) in the offer letter for possession to be issued by Developers.
- 1.7** 'Earnest Money' shall mean 5% of Sale Price as defined hereinafter.
- 1.8** 'Instalments' shall mean the Sale Price to be paid as per the instalments detailed out in the Present Agreement.
- 1.9** 'Maintenance Agency' shall mean the agency appointed by Developers for carrying out the day to day maintenance and upkeep of the common areas of Building and Project and/or for the maintenance of the equipment/s installed for the Project.
- 1.10** 'Maintenance Agreement' shall mean the agreement, which shall be executed between the Developers and Maintenance Agency for the purposes of providing the Maintenance Services for the common areas of Project.
- 1.11** Singular shall mean and include plural and masculine gender shall mean and include female gender wherever applicable.
- 1.12** 'The Said Organisation' shall mean the society/condominium of Apartment/company formed of the owner(s)/purchaser(s)/unit holder(s) in the buildings to be constructed on the Said Property.

ARTICLE 2

SALE

The Developers hereby agree to sell/convey/transfer the Said Premises being Flat No. _____ admeasuring _____ square meters of RERA Carpet Area and cupboard admeasuring _____ square meters along with enclosed balcony admeasuring _____ square meters, on the _____ floor, shown on typical floor plan by red colour boundary line and marked as **Annexure "F"** of the Building No. ____ in the Project in favour of Purchaser(s).

ARTICLE 3

PRICE AND PAYMENT TERMS

3.1 Sale Price:

That Purchaser(s) agrees to pay Developers for the purchase of the said Premises an amount of Rs. _____/- (Rupees

_____ only) (hereinafter referred to as the '**Sale Price**') along with payables, as per the payment schedule. The Purchaser(s) further undertakes to pay other dues and charges, mentioned in the present Agreement.

PAYMENT SCHEDULE

- (1) Rs. _____/- (Rupees _____
_____only) Being 10% on
Booking.
- (2) Rs. _____/- (Rupees _____
_____only) Being 51% on
Completion of Work of 13th Slab.
- (3) Rs. _____/- (Rupees _____
_____only) Being 2% on
Completion of Work of 15th Slab.
- (4) Rs. _____/- (Rupees _____
_____only) Being 2% on
Completion of Work of 17th Slab.
- (5) Rs. _____/- (Rupees _____
_____only) Being 2% on
Completion of Work of 19th Slab.
- (6) Rs. _____/- (Rupees _____
_____only) Being 3% on
Completion of Work of top Slab.
- (7) Rs. _____/- (Rupees _____
_____only) Being 5% on
Completion of Work Brickwork.
- (8) Rs. _____/- (Rupees _____
_____only) Being 5% on
Completion of Work of Internal & External Plaster.
- (9) Rs. _____/- (Rupees _____
_____only) Being 5% on

Completion of Work of Flooring.

(10) Rs. _____/- (Rupees _____
_____only) Being 5% on
Completion of Work of Doors & Windows.

(11) Rs. _____/- (Rupees _____
_____only) Being 5% on
Completion of Work of Sanitary Fittings & Plumbing.

(12) Rs. _____/- (Rupees _____
_____only) Being 5% on
Possession.

The Purchaser(s) shall be required to pay applicable service tax/GST along with relevant instalments. The Purchaser(s) shall also be liable to pay M. Vat tax as applicable for sale of said premises. The amount of GST shall vary from time to time as per the future revisions in the rate and rules. The Purchaser(s) shall pay concerned instalment/s along with applicable taxes and charges within 15 days from the receipt of intimation from the Developer (Due date).

Price as mentioned hereinabove is exclusive of any taxes, which may be leviable by any appropriate authorities would include (but not limited to), taxes like value added tax, GST, service tax and any other tax, past, present and future, as may be applicable from time to time, shall be separately charged and recovered from Purchaser(s). The Purchaser(s) shall be responsible for deduction of TDS for every instalment paid and payable to the Developers as per the applicable rules and shall also be responsible for submission of TDS Certificate issued by the competent authority within a period of fifteen days from the payment of every concerned instalment. In the event of failure on the part of Purchaser(s) to pay requisite TDS amount and to deposit the TDS Certificate within a period of 15 days from the payment of concerned instalment, the Purchaser(s) shall be required to bear and pay penalty and charges as per the rules and regulations for the time being in force.

3.2 Amount received:

Purchaser(s) has/have paid a sum of Rs. _____/- as mentioned in **Annexure “G”** for purchase of the said Premises to Developers, the receipt whereof, Developers do hereby acknowledge. The Purchaser(s)

agree/s to pay the balance consideration of Rs. _____/- as per the Payment Schedule mentioned hereinbefore.

3.3 Advance Maintenance etc:

The Purchaser(s), after the execution hereof but in any event, before taking possession of the said premises, shall pay the following amounts to the Maintenance Agency:

- (i) Rs. _____/- towards share money, application and entrance fee of the Corporate Body.
- (ii) Rs. _____/- towards advance maintenance charges of the premium and common areas for 2 year excluding Municipal Taxes, N.A. Taxes, assessments and other charges .
- (iii) GST, VAT and Service Tax and other taxes and charges levied by Government and Local Authorities at actual.

The Maintenance Agency shall utilize the amount so collected hereinabove for the purposes of meeting all deposits, costs, out of pocket costs, charges and expenses in connection with above stated activities. The Maintenance Agency shall be entitled to appropriate the amounts collected under one head for meeting expenses under another head. The Purchaser(s) shall not be entitled to raise grievance in respect of the same.

3.4 Development Charges:

The Development Charges for the development in the Project which is to be paid to the Government, Local Authority and service providers shall be collectively referred as Development Charges and the same will be reimbursed by the Purchaser(s) to the Developers on the basis of the rate charged by the concerned authorities/departments and in case of any increase in these charges in future due to any reason whatsoever, the same shall be paid by Purchaser(s), as and when demanded by Developers and the payment shall be made by Purchaser(s) on or before the date mentioned in the intimation/demand letter issued by Developers. In case of decrease in the charges in future due to any reason, the same shall be refunded to Purchaser(s) without any interest.

The Purchaser(s), after the execution hereof but in any event, before taking possession of the said premises, shall pay the following amounts to the Developers.

- (i) Rs. _____/- towards electric meter installation and security Deposit for the meter payable to MSEB and erection of transformer, cable laying etc.
- (ii) Rs. _____/- Development Charges
- (iii) Rs. _____ /- towards water Connection Charges and Deposit.
- (iv) Rs. _____/- towards Legal Fees.
- (v) Rs. _____/- towards Club House Charges.
- (vi) Rs. _____/- towards Solar System Installation
- (vii) Rs. _____/- Total (Rupees _____)

All the aforesaid amounts mentioned in clause 3.4 are non-refundable and are non-accountable. The Purchaser(s) shall tender the amount of difference in the event of there being any increase in the general charges as on the date of handing over the possession of the said premises. If, however, at any time the amounts paid or deposited by the Purchaser(s) shall be found short, the Purchaser(s) shall on demand by the Maintenance Agency and/or Developers shall deposit with them a further reasonable amount as may be demanded by them after adjusting any excess from other heads.

The amounts so collected by the Maintenance Agency and/or the Developer under the provisions of this agreement or otherwise howsoever shall not carry any interest. The Maintenance Agency shall maintain a consolidated account of all the amounts so collected by them from all the Purchaser(s) of the flats/shops/units in the said Project and of all the amounts spent on expenses chargeable to them, and on transfer of the said pieces of land with the new buildings constructed thereon to the co-operative society/ies that shall have been formed by the Purchaser(s) of premises in the building/s in the said Project or to Apex Society or Other Association of such society/ies as provided herein, the said Maintenance Agency shall render a consolidated account to such society/ies or Apex Society or Association and pay over to them the excess, if any, of such collections or recover from them the deficit, if any therein. The maintenance agency shall not be liable to maintain or render any separate account of the different acquirers of premises individually. Rendering of such consolidated account to such society/ies or Association and settlement of account with them shall discharge the Maintenance

Agency of their responsibility, to refund excess, if any, out of such collections to the individual Purchaser(s) of premises entitled to refund, and the different Purchaser(s) of premises shall make up and adjust their respective accounts between themselves, as members of such society/ies or Apex body or Associations.

3.5 Failure/Delay in Payment:

- (a) Purchaser(s) agree/s that out of the amount(s) paid/ payable by him/her/them towards the Sale Price, 5% (Five Percent only) of the Sales Price shall be treated as EARNEST MONEY to ensure fulfilment by Purchaser(s) of the terms and conditions, as contained herein. Time is the essence of the terms and conditions mentioned herein and with respect to Purchaser(s) obligations to pay the Sale Price as provided in the Payment Plan along with other payments such as, applicable stamp duty, registration fee and other charges on or before the due date or as and when demanded by Developers, as the case may be and also to perform or observe all the other obligations of Purchaser(s) under this Agreement. Purchaser(s) hereby also covenant/s to observe and perform all the terms and conditions of the booking and/or allotment and/or this Agreement, to keep Developers and its agents and representatives, estates and effects indemnified and harmless against the said payments and observance and performance of the said terms and conditions and also against any loss or damages that Developers may suffer as a result of non-payment, non-observance, or non-performance of the terms and conditions mentioned herein and/or the Agreement for Sale by Purchaser(s).
- (b) Payment of instalment, and all other administrative dues shall have to be made within due dates as would be mentioned in the letter(s) of the Developers to be issued from time to time requesting for such payments. Payment within time would be deemed to be essence of the terms of these presents. Part payments will not be accepted after the due dates. The Developers may, at their sole option and discretion, waive in writing the breach by the Purchaser(s) not making payments as per the schedule of payments mentioned herein, but on condition that the Purchaser(s) is/are liable to pay interest @ marginal cost of lending rates of SBI plus 2 Percent per annum and shall be paid on the amount due which shall be calculated from the date on which the amount was due till the date of payment (both days inclusive).
- (c) Upon non-receipt of the Instalment within due date, Developers may issue a notice to Purchaser(s) to pay the amounts due within 60 (sixty) days of due date after which Developers may issue cancellation letter.

Purchaser(s) shall be liable to pay the due amounts with interest accrued thereon.

- (d) In addition to Purchaser(s) liability to pay interest as mentioned hereinabove, Purchaser(s) shall also be liable to pay and reimburse to Developers, all the costs, charges and expenses whatsoever, which are borne, paid and/or incurred by Developers for the purpose of enforcing payment of and recovering from Purchaser(s) any amount/s or due/s whatsoever payable by Purchaser(s) under this Agreement. However, if the Instalments/payments are not received within forty five (45) days from the due date or in the event of breach of any of the terms and conditions of this Agreement for Sale by Purchaser(s), the Developers shall issue pre-cancellation letter and the Purchaser(s) shall be called upon to pay the requisite amounts within fifteen (15) days failing which the allotment and the Agreement shall be cancelled and terminated at the sole, absolute and unfettered discretion of Developers. Developers will issue a cancellation/ termination letter without any further notice to Purchaser(s). Upon such cancellation Developers shall refund the monies paid by Purchaser(s) without interest subject to forfeiture of 5% (five percent) of the Sales Price towards cancellation charges.
- (e) Upon such cancellation Purchaser(s) shall be left with no right or lien on the said Premises except that of receiving refund, if any as per the terms of the present agreement. The balance amount shall be refundable to Purchaser(s) without any interest, within One (1) month of such cancellation. The dispatch of said cheque by registered post/speed-post to the last available address with Developers as appearing in the recitals mentioned hereinabove shall be full and final discharge of all the obligation on the part of Developers or its employees and Purchaser(s) will not raise any objection or claim on Developers in this regard. Developers may at their sole discretion condone the breach committed by Purchaser(s) and may revoke cancellation of the allotment provided that the said Premises has not been re-allotted to other person till such time and Purchaser(s) agrees to pay the unearned profits (difference between the booking price and prevailing sales price) in proportion to total amount outstanding on the date of restoration and subject to such additional conditions/ undertaking as may be decided by Developers. Developers may at its sole discretion waive the breach by Purchaser(s) for not paying the Instalments as per the Payment Plan but such waiver shall not mean any waiver in the interest amount and Purchaser(s) have to pay the full amount of interest due.
- (f) Upon the cancellation of the booking, Developers shall be at a liberty to sell or otherwise dispose of the said Premises to any other

person/party whomsoever, at such price, in such manner and on such terms and conditions as Developers may in its sole, absolute and unfettered discretion think fit and proper and Purchaser(s) shall not be entitled to raise any objection or dispute in this regard. However, it is agreed between the Parties that Developers shall adjust the amount due from Purchaser(s) first towards the interest due, if any, taxes and then towards the Sale Price.

- (g) Purchaser(s) agree/s and undertake/s to execute a Deed, Document, or Writing including the Cancellation Deed to cancel the Agreement, the balance amount, if any shall be paid to Purchaser(s) only upon the cancellation of the Agreement and/or receipt of the Cancellation Deed, Documents, writings as aforesaid. In the event of cancellation of Agreement as aforesaid, Developers shall be entitled to file declaration with respect to termination and cancellation of the Agreement, before the Sub Registrar of Assurances.

3.6 Time is the Essence:

The timely payment of Instalments is the essence of this Agreement. Part payments will not be accepted after the due dates. It shall be incumbent on Purchaser(s) to comply with the terms of payment and the other terms and conditions of sale. If there is any delay or default in making payment of the Instalments on time by Purchaser(s), then Purchaser(s) shall, subject to the consequences as mentioned in Clause No. 3.5 of the present agreement, at the sole discretion of Developers, is/are liable to pay interest on the amount due as per the interest rate mentioned in clause No. 3.5 (b) from the date on which the amount falls due, to the date of payment, both days inclusive. No payment will be accepted after due date without the payment of the applicable interest. All the payments made by Purchaser(s), shall be first adjusted towards the applicable taxes then towards the interest due, then towards other dues if any and then towards Sale Price along with taxes applicable.

3.7 Alteration in the Layout Plans and Design:

- (a) Purchaser(s) agrees/s and confirm/s that if in the event of alteration/s modification/s of the building plans resulting in an increase / decrease in the RERA Carpet Area of the said Premises, PARTIES shall be bound with following terms:
 - (I) In case there is any increase or decrease of RERA Carpet Area up to 2% of the said Premises, then the same shall be acceptable to Purchaser(s) and no charges / refund as the case may be will be made.

- (II) In case of increase or decrease of RERA Carpet Area beyond 2% of the said Premises up to 7% then the difference of area beyond 2% up to 7% shall be subject to charges or refund of the proportionate Sale Price, as the case may be. For e.g. if there is increase in area of 4% then Purchaser(s) shall be liable to pay the charges for variation of 2%.
- (b) It is further agreed by the Parties that, in the event there is any change in plans, specifications or location due to change of plans, permission, consent etc. is required by statutory authorities, the same shall be fully binding on the Purchaser(s).
- (c) Provided that the Developers shall have to obtain prior consent in writing of the Purchaser(s) in respect of variations or modifications which may adversely affect the Apartment of the Purchaser(s) except any alteration or addition required by any Government authorities or due to change in law.

3.8 Mode of Payment:

All Demand Drafts/Pay Order/Cheques are to be made in favour of **“M/s. Uma Enterprises”**, payable at “_____”
 _____ Branch (IFSC CODE – _____) A/c No. _____

After registration of project with the Real Estate Regulatory Authority, the Purchaser(s) shall be required to issue cheques/DD/electronic transfer in the Accounts to be specified by the Developers. Outstation cheques and non CTS cheques shall not be accepted. If any of the cheques submitted by Purchaser(s) to Developers are dishonoured for any reasons, then Developers shall intimate Purchaser(s) of the dishonour of the cheque and Purchaser(s) would be required to tender a Demand Draft of the same amount to Developers within ten (10) days from the date of dispatch of such intimation by Developers and the same shall be accepted subject to ‘Dishonour Charges’ of Rs. 2,000/- (Rupees Two Thousand only) excluding service tax for each dishonour. Taxes shall be paid extra, if applicable. In the event the said Demand Draft is not tendered within the stipulated time period mentioned herein, then the Agreement and Allotment would be deemed to have been cancelled at the sole discretion of Developers.

3.9 Payment of Costs:

- a) All costs, charges and expenses payable on or in respect of this Agreement and on all other expenses incurred in execution of instruments and deeds in pursuant to this Agreement, including stamp duty and registration charges and pro-rata cost and expenses including stamp duty and registration of Conveyance/ Transfer/Lease Deed in favour of society or apex body of the housing societies shall be

borne by Purchaser(s). However, it shall be the obligation and responsibility of Developers to execute and register a Conveyance Deed conveying the title in favour of the Society of Purchaser(s) at the cost and expenses of Purchaser(s), which shall be executed within the time as specified by Developers.

- b) Further, if there is any additional levy, which becomes due after the date of the Agreement, rate or charge of any kind attributable to the said Property/ the said Premises as a consequence of Government, Statutory or any other order of the Local Government, Authority, the same if applicable, shall also be paid by Purchaser(s), on the pro rata basis.
- c) All statutory charges, GST, VAT, Service Tax, and other charges and levies as demanded or imposed by the Authorities shall be payable proportionately by Purchaser(s) from the date of booking/ Application as per demand raised by Developers.

3.10 The internal fixtures, fittings and amenities to be provided by Developers in the said Premises are those that are set out in **Annexure “H”** hereto while the external amenities to be provided in the said building for occupants/purchasers of residential premises are set out in **Annexure “I”**.

3.11 All the Purchaser(s) and occupant(s) in the Said Project shall be required to park their vehicles only at the parking space designated for their respective Flat/other premises. The Residential Premises in the said project shall be entitled to single parking. The Purchaser(s) has verified the parking spaces list and Parking Plan and after verification of the Parking Plan opted for booking of Said premises as per their specific parking requirement. In the event of availability of additional parking in addition to the designated car parking, the Developers shall be entitled to formulate rules for use of such additional car parks. The occupants of concerned Flat/other premises shall only use the car/vehicle parking spaces for the authorised purpose and such car parking shall not be enclosed or gated without prior written permission from the Developers and the Planning Authority and Local Authority for any reason whatsoever.

3.12 The Total Price is escalation-free, save and except increases which the Purchaser(s) hereby agree to pay, due to increase on account of development charges payable to the competent Authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Developers undertake and agree that while raising a demand on the Purchaser(s) for increase in

the development charges, cost/charges imposed by the competent authorities, the Developers shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Purchaser(s), which shall only be applicable on subsequent payments.

3.13 FSI disclosure:

The Developers hereby declares that FSI available in respect of the Project land is 9236.18 square meters and the additional FSI on payment of premium is 3259.83 square meters and maximum permissible TDR potential is 6550 square meters.

3.14 Minor alterations:

The Developers shall have right to change floor plan of any floor by taking consent of Purchaser(s) of premises in the relevant floor only and other Purchaser(s) shall not have any objection for change of floor plan of other floors and such change shall be minor alteration.

**ARTICLE 4
POSSESSION**

4.1 Possession Time and Compensation:

- (a) The site of the PROJECT may not have few of the infrastructural facilities in place as on the date of booking or at handing over of possession as the same is to be provided by the Government /nominated government agency. Since this is beyond the control and scope of Developers, therefore, Purchaser(s) shall not claim any compensation for delay/ non-provision of infrastructure facilities and /or consequent delay in handing over the possession of the said Premises in the Project.
- (b) The Developers shall endeavour to give possession of the said Premises to Purchaser(s) on or before _____ and subject to force majeure circumstances and reasons beyond the control of Developers.
- (c) Developers on obtaining the Occupancy Certificate by the competent authorities shall hand over the said Premises to Purchaser(s) for occupation and use and subject to Purchaser(s) having complied with all the terms and conditions of this Agreement.
- (d) If there is delay in giving possession of the said Premises on the date mentioned herein (subject to Clause 4.1(a), then, Developers shall be entitled to reasonable extension of time 12 [Twelve] months for giving possession. Thereafter, Purchaser(s) shall be entitled to either:

i) Terminate the agreement and receive refund of consideration paid by the Purchaser(s) to the Developers. The refund shall be without interest, excluding stamp duty, registration charges, GST, Service Tax, VAT and other taxes and charges within period of 6 months from the date of cancellation. Or

ii) Claim for the compensation @ highest cost of marginal lending rate plus 2% per annum for the amounts paid towards the said Premises for the delay exceeding the moratorium period of 12 months. The adjustment of compensation shall be done at the time of delivery of possession of the said Premises and not earlier.

However, the compensation shall not be paid if the completion of the said Building in which the said Premises is to be situated is delayed on account of force majeure circumstances mentioned herein after.

- (e) In the event of Purchaser(s) failure to take over and/ or occupy and use the said Premises allotted within the timeline as mentioned in the intimation in writing by Developers, then the same shall lie at his/ her/ their risk and cost and Purchaser(s) shall be liable to pay the maintenance charges within fifteen (15) days of intimation by Developers to take possession of the said Premises. The said maintenance charges shall be applicable irrespective of physical possession being taken over or not by the Purchaser(s).
- (f) In case of any demand of interest or penalty by the customer, the Developers shall be entitled to claim set off for the delay penalty receivable from the concerned customer and shall be required to pay balance dues, if any, in pursuance of Present Agreement.
- (g) After handing over the possession to Purchaser(s), the maintenance agency shall have all the rights on the lawns and all other open areas which will be utilized by maintenance agency for permitting parties, get-togethers, business meets etc. for which Developers will be entitled to collect property usage charges. The same facility may be made available to the occupants subject to the availability and on payment of such charges as may be determined by the Maintenance Agency. Developers, relying on this specific undertaking of Purchaser(s) in the Agreement, has agreed to allot the said Premises and said undertaking shall survive throughout the occupancy of the said Premises by Purchaser(s) or his/ her legal representatives, successors, administrators, executors, assigns etc.
- (h) It is clarified that Developers shall send its intimation regarding the handing over of the possession to Purchaser(s) by e-mail on the official e-mail ID of the Purchaser(s) or at his address as mentioned in the

recitals hereinabove unless modified/alterd by way of intimation to Developers regarding the change of address duly sent by registered A.D. letter and/ or personal receipt of letter at the office of Developers mentioned herein. Purchaser(s) shall not be entitled for compensation if he has defaulted or breached any of the terms and conditions of these presents.

4.2 Force Majeure:

Purchaser(s) agrees that the sale and possession of the said Premises is subject to Force Majeure Conditions, which means any event or combination of events or circumstances beyond the control of a party which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/ or alternative measures, be prevented, or caused to be prevented, and which adversely affects Developers ability to perform obligations under this Agreement, which shall include but not limited to:

- (a) Acts of God. i.e. fire, drought, flood, earthquake, epidemics, natural disasters or calamities;
- (b) Explosions or accidents, air crashes and shipwrecks; acts of terrorism
- (c) non-availability of cement, steel or other construction material, labour, ban on mining, strikes of manufacturers, suppliers, transporters or other intermediaries;
- (d) war and hostilities of war, riot, bandh or civil commotion, sabotage, plagues blockades, embargoes, insurrection, Governmental directions and intervention of defence Authorities or any other agencies of government, prolonged failure of energy;
- (e) any legislation, order or rule or regulation made or issued by the Governmental Authority or Court, Tribunal and / quasi-judicial authority/ body; if any competent authority (ies) refuses, delays, withholds, denies the grant of necessary approvals, occupation certificate, completion certificate/s for the said Premises/ Project or; if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any suit/ writ before a competent court or; for any reason whatsoever;
- (f) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement.

- (g) In case of Force Majeure event, Developers shall be entitled to a proportionate extension for delivery of possession of the said Premises, depending upon the contingency/prevaling circumstances at that time. Developers as a result of such a contingency arising thereto reserves, its right to alter or vary the terms and conditions of allotment or if the circumstances beyond the control of Developers so warrant Developers may suspend the scheme for such period as it may consider expedient and no compensation of any nature whatsoever may be claimed by Purchaser(s) for the period of suspension of scheme.

4.3 Conditions precedent for Delivery of Possession:

- (a) Purchaser(s) shall before taking possession of the said Premises clear all the dues of Developers towards the said Premises.
- (b) Purchaser(s) hereby agree/s that they shall be responsible and liable to pay GST, VAT (under Maharashtra Value Added Tax Act) and Service Tax as may be applicable on transfer and sale of the said Premises by Developers to Purchaser(s). Purchaser(s) would also be liable to pay interest/ penalty/ loss incurred to Developers on account of Purchaser(s)' failure and/ or delay to pay GST/VAT/Service Tax and/or such other levies, statutory charges etc. within 7(seven) days of being called upon by Developers.
- (c) Purchaser(s) further agree/s that they shall be liable to pay any taxes, levies, statutory charges imposed by appropriate authorities applicable to transfer and sale of the said Premises with retrospective effect, and if any recovery proceedings in consequence thereof are initiated.
- (d) It is further agreed by Purchaser(s) that they shall before obtaining the possession of the said Premises, pay the requisite amount of GST, Maharashtra Value Added Tax, Service Tax if and any other tax (if applicable) or any other taxes and charges levied by statutory authorities by time to time to Developers, for construction/ sale of the said Premises.
- (e) In addition to the above, Purchaser(s) further agree/s to pay Goods and Services Tax (GST) as recently introduced in India in lieu of VAT and Service Tax by the Government of India as may be applicable on the transaction of transfer and sale of the said Premises by Developers to Purchaser(s).
- (f) Maintenance charges, deposits, electrical meter deposits/ connection charges, water and sewer connection charges, documentation/legal charges and any other charges/ deposits as may be applicable, shall be separately charged either by Developers or Maintenance Agency

appointed by it and the same shall be paid by Purchaser(s) within the timelines as may be requested by Developers or Maintenance Agency from time to time.

- (g) Monies towards the taxes may be refunded as per the scheme applicable to Developers on the date of refund. Purchaser(s) do/does hereby agree to comply with all the laws of the land at all times, as may be applicable from time to time in respect of the said Premises. Purchaser(s) shall be liable to pay the maintenance charges, taxes, statutory levies as applicable to the said Premises from the date of possession.
- (h) Before receiving possession of the Said Premises, the Purchaser(s) shall execute all writings and documents as may be reasonably required by the Developers including Declarations, Applications, Indemnities, Possession receipt, Electric Meters transfer forms and other documents necessary or expedient for formation and registration of the of the Co-operative Society or Condominium of Apartment.

4.4 DEFECT LIABILITY:

If at the time of handing over the said Premises to the Purchaser(s) or within period of 5 years from obtaining Occupancy Certificate, if any defect (arising out of deviation from the sanctioned plan, use of substandard material, structural defect or defect arising out of workmanship issues) in the said Premises and/or the said Project is found to have existed and the same is communicated by the Purchaser(s) to the Promoters, then wherever possible, such defects shall be rectified by the Promoters at their own cost. The term Defect shall include only the defects specifically attributable to the defect in construction process or variance from the sanctioned plan by the Promoters. Promoters shall not be responsible for any alteration /changes/modification carried out by Purchaser(s) or any other person in the said Premises and/or the said Project. In the event of such unauthorized alteration resulting in defect to other premises in the said Project, the Purchaser(s) shall be responsible for curing such defect entirely at their own cost. The Defect arising out of natural calamities, fire, war, or any other force majeure circumstances, normal wear and tear, careless use of premises and amenities therein, abstinence from regular maintenance, unauthorized use and/or alterations of premises shall not be treated as defect in premises. The Purchaser(s) is aware that marbles and granites being natural products/stones contains shade variations and natural cracks, deformities and also tend to develop cracks or colour change over the

period of time, and such variations or cracks shall not constitute defect. The Purchaser(s) is aware that vitrified tiles by its very nature tend to be porous for certain chemicals/liquids and Purchaser(s) shall be required to take abundant precaution while using the Said Premises. The appliances, fittings, fixtures carries varied warranty period and the Promoters shall hand over warranty card for such product or copies thereof to the Purchaser(s).

ARTICLE 5

ALLOTMENT

5.1 Right of Developers:

The allotment of the said Premises is entirely at the discretion of Developers and Developers reserves their right to cancel the allotment and unilaterally terminate this Agreement in the event of the breach of the terms and conditions of this Agreement by Purchaser(s).

5.2 Compliance of Rules, Regulations and By-laws:

- (a) Purchaser(s) shall observe all the rules, regulations and bye-laws applicable to the allotment of the said Premises and agree/s that it will be used only as per the regulations and designs concerning to the said Building as approved by TMC.
- (b) The said Premises along with the said Building shall be subject to the provisions of MOFA or any statutory enactment or modifications thereof and Purchaser(s) agrees and confirms that the Purchaser(s) shall comply with the statutory obligations created there under and any such other enactment applicable governing the transfer of the said Premises.
- (c) The said Premises will be used for the purpose for which it has been allotted and no obnoxious / unauthorised / illegal use will be carried out by the occupant in the said Premises/the said Building. Developers and the representatives of TMC, have full authority to enter the premises after giving 24 hour notice to ascertain and to take action individually or jointly in case Purchaser(s) or his/her/their nominee / occupant is / are found violating the terms and conditions laid down by TMC, and to recover from Purchaser(s) as first charge upon the said Premises, the cost of doing all or any such act and thing, all cost incurred in connection therewith or in and any way relating there to, for putting the things correctly and in order.

ARTICLE 6

MAINTENANCE

6.1 Payment of Maintenance Charges:

- (a) The Purchaser(s), in respect of the said Premises, shall be liable to bear and pay from the date of the said building being completed, his share of the outgoings, maintenance charges, property taxes, non-agricultural taxes, rates, taxes, cess, assessments, insurance premium, Parking maintenance charges, costs of painting the said building, costs, charges and expenses of cleaning and lighting the passages, landings, staircases and common areas, gardens, open spaces and other parts of the said building, the said Project, operation and maintenance and repairs of lifts, water pumps, lights, costs of water power and utility charges, equipments and other services, salaries of all staff including manager, chowkidars, sweepers liftmen and gardeners, cost of management and maintenance of common areas, amenities and facilities of the said Project and such other expenses as are necessary or incidental for maintenance and upkeep of the said building, the said Project and other charges and levies of like nature, payable in respect of the said premises, the said building, amenities, common areas, the Said Property and the said Project, to all government, semi-government local and public and/or private bodies and authorities, including the Corporation, the Collector and the Developers.
- (b) Purchaser(s) shall pay, as and when demanded, the maintenance charges including security deposit for providing, maintaining and up-keeping the PROJECT and other deposits and charges for the various services therein, as may be determined by Developers or the Maintenance Agency appointed for this purpose, as the case may be. The appointment of the Maintenance Agency will be at the sole discretion of Developers and Purchaser(s) shall abide by the decision of Developers and effect the payment in accordance with this Agreement.

6.2 Maintenance Agreement:

- (a) Purchaser(s) hereby give their irrevocable consent to become member of said Organisation in accordance with the applicable acts, rules and bye laws and execute necessary documents as and when required. Purchaser(s) undertake/s to join the said Organisation and to pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by Developers in its sole discretion for this purpose. Purchaser(s), till completion and handover of the PROJECT, authorizes the Developers to enter into a Maintenance Agreement with a Maintenance Agency or any other

nominee/ agency/ association (s) or other body (hereinafter referred to as 'the Maintenance Agency') as may be appointed/ nominated by Developers from time to time at its sole discretion for the maintenance and upkeep of the Project/the said Buildings/the said Premises and Purchaser(s) undertake/s to pay the maintenance charges as raised by the Maintenance Agency from the date of the Certificate for Occupation and use granted by the competent authority on pro-rata basis irrespective of whether Purchaser(s) is/are in occupation of the said Premises or not and work is still going on in adjacent tower/buildings and infrastructure facilities including club etc. are not fully completed.

- (b) In order to secure due performance by Purchaser(s) in prompt payment of the maintenance charges and other charges/deposits raised by the Maintenance Agency, Purchaser(s) agrees to deposit, as per the schedule of payment/this Agreement and to always keep deposited with Developers or the Maintenance Agency, nominated by Developers, advance quarterly maintenance after completion of 2 years of maintenance by the Maintenance Agency or till the formation of the organization for the said building.
- (c) Further, Developers reserves the right to increase amount of advance quarterly maintenance from time to time in keeping with the increase in the cost of maintenance services and Purchaser(s) agrees to pay such increases within fifteen (15) days of demand by Developers.
- (d) After completion of first 2 years of maintenance, the Purchaser(s) shall deposit advance quarterly maintenance within period of first 7 days of the respective quarter to the Maintenance Agency and in case of failure to make payment before the 7th day of each month to which the maintenance amount relate, Purchaser(s) shall be liable to pay the penal interest calculated @18% (Eighteen percent) per annum on the amount due and payable. If the penal interest as mentioned hereinabove is not paid within the time as may be mentioned in the demand letter then Developers / Maintenance Agency shall be entitled to restrict Purchaser(s) from the enjoyment of common facilities and amenities. Purchaser(s) hereby undertakes to comply with all the terms and conditions stipulated in the Maintenance Agreement.
- (e) Developers reserve its rights to terminate this Agreement and forfeit monies as mentioned hereinabove on account of non-execution of the Maintenance Agreement. However, Purchaser(s) agrees/s to pay the maintenance charges to Developers/the maintenance agency as shown in the Payment Plan.
- (f) Maintenance of the Said Building shall be carried out by the maintenance agency till formation of society and handover of

maintenance activities by the maintenance agency to the proposed co-operative housing society/ Condominium of Apartment.

- (g) If the advance maintenance to be collected for the initial period of two years from the completion of the Said Building is found to be inadequate, the Maintenance Agency may demand from the Purchaser(s) additional contribution for the purpose of maintenance.

6.3 Maintenance of Common Areas and Amenities of the Project:

- (a) It is agreed between the Parties that the common areas and amenities designated to be common for the entire Project shall be maintained by the maintenance agency till completion of construction and development on the said entire Project.
- (b) The cost of maintenance of common areas and amenities shall be equally shared by all the Allottees of the occupied and ready for occupation residential units in the Project. The maintenance agency shall continue to carry out maintenance of the common areas and amenities of the Project till the completion of construction and development on the said entire Project and official handover of maintenance activities of common areas and amenities to the concerned societies/organization or Organization thereof.
- (c) Purchaser(s) agree to pay the diesel generator (DG) charges separately as billed by the Maintenance Agency for functioning and operations of the DG sets installed in the Project after handover of maintenance activities of the Said Project to the concerned organization.

6.4 Rights of Maintenance Agency:

It is in the interest of Purchaser(s) to help the Maintenance Agency in effectively keeping the said Premises and Project secured in all ways. Purchaser(s) hereby agree/s that for the purpose of security, the Maintenance Agency shall be free to restrict the entry of visitors, which the security appointed by the Maintenance Agency, feel suspicious. Purchaser(s) hereby agrees to abide by all the rules and regulations framed by the Maintenance Agency from time to time for the upkeep and maintenance of the Project and the said building.

6.5 Right of entry in the said Premises:

After the possession, Purchaser(s) shall permit Developers and its surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said Premises or any part thereof to view and examine the state and conditions thereof and to make good all defects, decays and repairs in this behalf and also for repairing of any part of the Project and for the purpose of repairing,

maintaining, rebuilding, cleaning, structural strengthening, lighting and keeping in order all services, drains, pipes, cables, water courses, gutters, wires, parts, structures of other convenience in the Project and also for the purpose of laying, maintaining, repairing and restoring drainage and water pipes and electric wires and cables and for similar purposes. In case Purchaser(s) has/have failed to effect repairs despite dispatch of notice of one week contemplated above and the Developers or the Maintenance Agency may carry out necessary repairs, however, under such circumstances cost of repairs shall be recovered from Purchaser(s). However, in case of exigency situations like fire, short circuits, leakages on the floor above or below etc. Purchaser(s) authorize/s Developers to break opens the doors/windows of the said Premises and enters into the said Premises to prevent any further damage to the other Premises / Project.

6.6 Delay/ Failure in payment of Maintenance charges:

Purchaser(s) agree/s and understand/s that Maintenance Agency appointed by Developers from time to time and Developers at their sole discretion can disconnect or keep in suspension any or all the services and connections if maintenance and/or consumption/usage charges are not paid within prescribed time limit. Any delay in payment of maintenance charges beyond due date shall result in penalty at the rate of 18% per annum of the due maintenance amount for the first 2 months from the due date and delay beyond period of 2 months shall attract penalty at the rate of 24 % per annum.

6.7 Internal Maintenance:

The maintenance of Common Areas will be carried out by Developers/Maintenance Agency but those inside the said Premises will be carried out by Purchaser(s) only.

6.8 Maintenance Accounts:

The Maintenance Agency shall maintain a consolidated account of all the amount so collected by it and expenses incurred for the maintenance of said Project and the said building. The Maintenance Agency shall provide consolidated account of maintenance of individual building to the concerned society/condominium of apartment and shall also provide consolidated accounts of maintenance of the Project to the concerned apex body or co-operative society and shall simultaneously transfer excess collection or claim deficit, as the case may be.

6.9 Sub-Letting of the said Premises:

Purchaser(s) shall take a prior permission of Maintenance Agency/ Developers in case of leasing or licensing the said Premises and shall also sign an undertaking to pay the maintenance and any such other charges to be paid pursuant to the terms and conditions of these presents. Purchaser(s) shall submit the copy of the leave and licence/lease agreement along with the police verification of the Licensee/Tenant to the Maintenance Agency / Developers immediately on sub-letting of the said Premises. After formation of Apex Body, the Purchaser(s) shall be required to take prior permission from the Society and the Apex Body for Sub-letting the Said Premises.

6.10 Restriction on use on common areas and amenities for non-residential user:

The non-residential users shall not be entitled to use the external amenities such as clubhouse, garden and terrace on the top floor and therefore they will not be responsible for the payment of clubhouse membership and maintenance charges.

ARTICLE 7

RIGHTS AND OBLIGATIONS OF PURCHASER(S)

7.1 Compliance of Laws:

That Purchaser(s) shall comply with all the legal requirements as required for the purchase of immovable property, as and when applicable. Purchaser(s) has specifically agreed with Developers that the allotment of the said Premises shall be subject to strict compliance of code of conduct and house rules that may be determined by Developers for occupation and use of the said Premises and such other conditions as per the applicable laws and further Purchaser(s) do hereby confirm and agree to abide by all the rules and regulations of the Maintenance Agency as would be formed later on amongst all Purchaser(s). Purchaser(s) shall abide by all the laws of the land, local laws, rules, notifications etc., at all times, as may be applicable to the transfer of the said Premises and shall be solely responsible for the consequences of non-compliance of the rules and laws of the land, penalty imposed in case of the breach of the same, shall be borne by Purchaser(s) alone.

7.2 Foreign Exchange Management Act (FEMA):

- (a) If Purchaser(s), is the resident outside India or having Non Resident Indian (NRI) status, shall solely be responsible for complying with the

necessary formalities as laid down in Foreign Exchange Management Act (FEMA), Reserve Bank of India (RBI) Act and Rules / Guidelines made / issued there under and all other applicable laws including that of remittance of payments, acquisition / sale, transfer of immovable properties in India. Purchaser(s) shall also furnish the required declaration to the Developers in the prescribed format, if necessary. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority / Developers, the amount paid towards Sale Price will be refunded by Developers as per rules without any interest and the allotment cancelled forthwith and Developers will not be liable in any manner on such account. All refunds to Non-Resident Indians (NRI) and Persons of Indian Origin (PIO), if any, shall, however, be made in Indian Rupees and Purchaser(s) alone shall be liable to get all the necessary permission for getting the refund of the amount paid towards the Sale Price as mentioned above from the concerned authorities, after deducting earnest money.

- (b) In case of foreign remittance, the net amount credited to bank shall be taken as amount received and necessary bank charges shall be borne by Purchaser(s).

7.3 Loans etc.:

Purchaser(s) may obtain finance from any financial institution/bank or any other source for purchase of the said Premises at their cost and responsibility. Purchaser(s)' obligation to purchase the said Premises pursuant to this Agreement shall not be contingent on Purchaser(s)' ability or competencies to obtain such financing and Purchaser(s) will always abide and fulfil the terms of the present agreement. Developers shall not be responsible in any manner whatsoever if any bank/financial institution refuses to finance the said Premises on any ground or revokes the loan already granted. Further, if any bank / financial institution refuses/ makes delay in granting financial assistance and/or disbursement of loan on any ground(s), then Purchaser(s) shall not make such refusal/ delay an excuse for non-payment of any Instalments / dues to Developers within stipulated time as per the payment plan.

7.4 Putting up Sign Board:

Purchaser(s) undertakes that he shall not put up any name or sign board, neon-light, publicity or advertisement material, hang clothes etc. at the external facade of the Building/s, inside the glass window or, anywhere on the exterior or Common Areas or at any places other

than the place specifically designated by the Developers for commercial users. The Purchaser(s) shall be entitled to display his name plate only at the proper place, provided for the said Premises and in the manner approved by Developers.

7.5 Hazardous Chemicals / Material etc.:

Purchaser(s) shall not keep any hazardous, explosive, inflammable chemicals/material etc., which may cause damage to the said Building. Purchaser(s) shall always keep Developers harmless and indemnified for any loss and damages in respect thereof.

7.6 Commitment:

Purchaser(s) agree/s that Purchaser(s) shall from time to time sign all applications, papers, documents, Maintenance Agreement, electricity agreement and all other relevant papers as required to be signed, in pursuance to the transactions and do all the acts, deeds and things as Developers may require in the interest of Project and for safeguarding the interest of Developers and / or Purchaser(s) in the Project including in particular, the requirement of the Income Tax Act 1961. In case of Joint Purchaser(s), any document signed/accepted/acknowledged by any one of the Purchaser(s) shall be binding upon the other.

7.7 Inspection:

Purchaser(s) undertake/s to permit Developers or its authorised representative and/or the Maintenance Agency and their authorised representatives at all reasonable hours, to enter the said Premises for the purpose of inspection / maintenance while performing their duty.

7.8 Transfer:

- (a) The Purchaser(s) shall not be entitled to transfer or assign the Said Premises without prior written permission of the Developers till the Society/apex body is duly formed. Any such transfer shall be null and void and the Developers shall under such circumstances, at their sole discretion are entitled to terminate the present agreement. Purchaser(s), cannot seek permission for transfer of the said Premises in favour of a third party for or within twenty four (24) months from the date of allotment of the said Premises by Developers. Transfer of booking may be permissible after twenty four (24) months subject to approval by Developers, on such terms and conditions and guidelines as it may deem fit by Developers, subject to clearing of all the sums due and payable under the present agreement. However, Purchaser(s) agree/s and undertake/s to execute/ register the deed, document,

agreement or writing as may be requested by Developers to record the transfer as mentioned hereinabove.

- (b) Stamp duty or other charges as may be applicable on any transfer/addition shall be paid by the Purchaser(s) or/transferee(s). Purchaser(s) shall indemnify and keep indemnified Developers against any action, loss, damage or claim arising against Developers for non-payment of such stamp duty and requisite charges.
- (c) The transfer shall be allowed only subject to clearing all the sums that shall be due and payable to Developers on the date of submission of the request application. Purchaser(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations/transfer.

7.9 Modification in Terms of this Agreement:

This Agreement shall supersede all previous writing, documents and arrangement between the Parties. The terms and conditions of this Agreement shall not be changed or modified, except by written amendments duly signed by the Parties.

7.10 Installation of Air Conditioners:

Purchaser(s) agree/s not to fix or install air conditioners or heaters in the said Premises, save and except at the places which have been specified in the said Premises for the installation nor in any way disturb the external elevation of the said Premises.

7.11 Installation of Window Antenna:

Purchaser(s) agree/s not to fix or install any window antenna on the roof or terrace or external elevation of the said Building except by the prior sanction of Developers / Maintenance Agency / the said Organisation and at places earmarked by Developers.

7.12 Uses as Per Sanctioned Building Plans:

It is clearly understood and agreed by Purchaser(s) that the said Premises shall not be used for any purpose other than for residential purpose and shall not be used in any manner that may cause nuisance or annoyance to occupants of other premises. Purchaser(s) hereby agrees to indemnify Developers and / or their agents against any action, damages or loss caused on account of any misuse and the same shall be at risk and responsibility of Purchaser(s) and any consequences arising there from shall be borne by Purchaser(s) alone.

7.13 Applicability of Provisions:

It is clearly understood and agreed by and between the parties that all the provisions contained herein and the obligation arising hereunder in respect of the PROJECT shall equally be applicable to and enforceable against any and all occupiers, tenants, licensees and/ or subsequent Purchaser(s)/assignee(s) /nominee(s) of the said Premises as the said obligation go along with the PROJECT for all intents and purposes.

7.14 Mischief:

Purchaser(s) shall not create any mischief and shall not do any act or omission which could disturb the peace, serenity, tranquillity of the said Premises or of other occupants.

ARTICLE 8

RIGHTS AND OBLIGATIONS OF DEVELOPERS

8.1 Club:

Developers propose to develop a Club in Project, with a Gymnasium and other amenities subject to the permission/ sanctions from the statutory bodies for the purpose of social activities and Purchaser(s) has agreed to avail membership of Club. Purchaser(s) agree/s to pay all such other charges as may be stipulated by Developers from time to time. It is also clarified that the membership and entry to Club will be available to the residential occupants in the Said Project and no Licensee/Tenant/outsider, without prior permission of Developers or Maintenance Agency will be allowed and the facilities will be used on terms and conditions as may be stipulated by Developers or Maintenance Agency from time to time. It is hereby clarified that occupant(s)/purchaser(s)/Allottee(s) of commercial premises in the Building No. 2 and 6 as well as residential premises in the Building No. 1 and 6 shall not be entitled to use Club House facilities nor shall they contribute towards membership and maintenance charges thereof.

8.2 Formation of Co-operative Society/Company or condominium of Apartment:

The Developers may form and register separate Co-Operative Housing Societies or Company of the Purchaser(s) of the said Premises in each building or a combined society/company for all buildings forming part of the Said Project(hereinafter referred to as "Said Organisation").

8.3 Right of Way:

The Developers shall have full and unfettered right to grant to any of such society/ies and/or to the occupants of any other building/s standing on any Plot/s adjacent to and/or in the vicinity of the Said Property Right of Way inter alia on the Said Property and/or any part thereof even after formation of such society/ies as is hereby envisaged and/or after execution of a conveyance of the Said Property and/or any part thereof as is hereby envisaged and the Purchaser(s) either individually or collectively as a member of any such society/ies shall not object to any such arrangement on any ground whatsoever.

8.4 Formation of Apex Body of Co-operative Society:

The Developers may in their sole and unfettered discretion form Apex Body of Co-operative Societies, which can be either Apex Co-Operative Society or Non-profit Company under Companies Act, 2013. The said Apex Body shall be registered only after all the phases of Said Project shall have been fully developed and individual societies are promoted. The Purchaser(s) shall become a member of the said individual Society and Apex Society which are to be formed solely for the purpose of the administration management and maintenance of the Said Property and from time to time sign all proposals and applications for registration thereof including the bye-laws thereof and return the same to the Developers within seven days of receipt thereof without objecting to any changes, modifications as may have to be made in the same as the Developers may think proper, actively assist and co-operate in the formation and registration thereof and for such purpose from time to time sign all letters, writings and documents and do all other acts, deeds, matters and things as the Developers and/or such Society may reasonably require. No objection shall be given by the Purchaser(s) if any changes or modifications are made in the draft bye-laws or the Memorandum or Articles of Association as may be required by the Registrar of Co-Operative Societies or the Registrar of Companies, as the case may be, or any other competent authority.

8.5 Structure, Membership and Stake holding in the Apex Body:

The respective Societies shall have shareholding in the Apex Body in the proportion of aggregate usable Carpet area of all the Societies. The Developers may be required to surrender certain premises/Building to the TMC as constructed Amenity. The TMC may at its discretion obtain membership in the Apex body. All the concerned societies formed for the buildings in the Project and TMC (if opts to join as member) shall be the members of Apex body and all such members shall hold shares in the proportion of their respective usable carpet

area in the said Project. The Apex Body shall be preferably a non-profit company to be governed under the provisions of Companies Act, 2013.

8.6 Rules, Regulations and By-Laws of Co-Operative Society/ies and Apex Body:

The Apex Body shall be entitled to frame such rules, regulations and by-laws for the effective maintenance/management of the infrastructure as the governing body and the same shall be binding and shall have full effect and full force against the societies formed of the Purchaser(s) of buildings constructed on the Said Property including its members and others as aforesaid. Any contravention/violation of the said rules, regulations or bye-laws as framed by the Apex Body/Society by their members or others shall be liable to such action as stated in the said rules, regulations and bye-laws or as the Apex Body may determine from time to time. The Apex Body may be constituted under the guidelines to be framed by the Developers and the Apex Body if formed, shall maintain, govern and administer the infrastructure of the Said Property on the basis of such guidelines. The Apex Body shall unconditionally accept and adopt such guidelines as framed by the Developers. The Purchaser(s) hereby agrees, confirms and undertakes to pay such monthly charges as may be determined by the Apex Body from time to time for the maintenance, upkeep, repairs and replacements and/or renovation of such infrastructure facilities as mentioned hereinabove. The Purchaser(s) has/have entered into this Agreement after having understood the above arrangement and the Purchaser(s) shall not be permitted to question or in any way dispute the said arrangement as stated hereinabove or with regard to the constitution and formation of the Apex Body and the said arrangement shall be final and binding on the Purchaser(s). It is further agreed, accepted and confirmed by the Purchaser(s) that until the Apex Body is formed and constituted for the maintenance and management of the infrastructure as mentioned hereinabove the Developers have granted the Maintenance Agency full power, control and absolute authority to manage and maintain the said infrastructure facilities as mentioned hereinabove in the manner they may deem fit and for that purpose the Maintenance Agency shall be entitled to lay down such terms and conditions as regards payment by the Purchaser(s) of Premises in all the Buildings regarding monthly maintenance charges or otherwise to enable the said Maintenance Agency to effectively maintain the said infrastructure facilities. The Purchaser(s) has/have hereby agreed to abide by the terms as laid down by the Developers and the Purchaser(s) shall has/have no right to question and dispute the decision of the Developers in regard to

their powers and the authority for maintaining and managing the said infrastructure facilities. In the event the Purchaser(s) fail to abide by the terms and conditions as laid down by the Developers, the same shall be deemed as a breach of the terms of this agreement and thereupon the Developers shall have the right to avail of the remedies under the law and as per the terms of this Agreement, even though the Purchaser(s) shall not have taken possession of the said Premises and the Purchaser(s) shall not have paid the consideration amount and all other dues under the said Agreement. The cost for formation of the Apex Society will be collected and paid to the Maintenance Agency in advance from each of the societies of the respective individual building/s and in the event of the said Society not being promoted as envisaged then the respective Purchaser(s) hereby agrees to contribute for promotion of the said Apex Society as may be demanded by the Maintenance Agency.

8.7 Conveyance:

The Said Property with the said Buildings shall be conveyed or caused to be conveyed to the Apex Body registered for the said Project after completion of all the phases of the said Project. Until such Conveyance is executed, the right of the Purchaser(s) shall be confined only to the respective premises and the Purchaser(s) and/or the organization to be formed for the purpose of the said Building shall have no right on any portion of the Said Property. However, in the event of failure of the Developer to commence with the actual construction and development of next phases, till the completion of First Phase, the Developer shall convey the Said Property in favour of Society or Apex Body within a period of one year from the receipt of final occupancy certificate for all the buildings and structures forming part of the Project. The conferment of right shall take place only in respect of the Said Property and the said Buildings in favour of the organization or Apex Body thereof on the execution of the Conveyance or perpetual lease in its favour as aforesaid. Unless all the Purchaser(s) of flats, shops and other premises etc. have paid all their dues including their contribution for Stamp Duty and Registration Charges payable on such conveyance/s or lease deed/s as the case may be, to the Developers, the Developers shall not be bound to execute or cause the conveyance or perpetual lease to be executed in favour of the organization or the Apex body as the case may be.

8.8 Raising of funds:

- (a) Purchaser(s) hereby declare/s and confirm/s that Developers have prior to the execution hereof, specifically informed Purchaser(s) that:-

- (i) The Developers had obtained project finance from DCB Bank Limited and for that purpose mortgaged Said Property in favour of said DCB Bank Limited, by executing Indenture of Mortgage dated March 17, 2016, which is duly registered with the Sub-Registrar of Assurances, Thane, at serial number TNN-5/3641/2016. The DCB Bank has granted NOC for the execution of the present agreement vide letter dated _____, which is annexed hereto as **Annexure "L"**.
- (ii) Developers may enter into an arrangement with certain Banks and Financial Institutions (hereinafter collectively referred to "the said Banks"), under which the said Bank would grant a line of credit to Developers to facilitate development of said project undertaken and carried on by it, and as security for repayment of loans which may be advanced to Developers by the said Bank, Developers creates or causes to be created mortgages/charge on the unsold constructed premises thereon in favour of Said Banks, and the securities created in favour of the said Banks may be substituted from time to time.
- (b) Developers specifically reserves the right to offer and to create charge on Project (except the said Premises) for obtaining development, construction and other finance from credit/financial institution, bank or other person/body that has already or may hereafter advance credit, finance or loans to Developers and Purchaser(s) shall give his/her/their/its consent and permission to Developers for doing the same. Purchaser(s) whenever asked in support of by Developers in this regard shall give and grant to Developers, his/her/their/its specific, full, free and unqualified consent and permission for doing the same.

8.9 Telecommunication, DTH, cable and Internet Services etc.:

It is agreed between the Parties that to ensure uniformity and minimal interference with structures, ducting, internal cabling etc. in the Project, it is agreed that Developers shall regulate the entry of telecom DTH, cable and Internet Services agency/services in the Project till formation of Apex Body or common Society for all buildings as the case may be. After formation of Apex Body or common Society for all buildings, such institution shall regulate the entry of telecom agency/services in the Project

8.10 Others:

- a) In case during the course of construction and/or after the completion of the Project, further construction on any portion of vacant land or building or terrace becomes possible, Developers shall have the exclusive right to take up or complete such further construction. In such a situation, the proportionate share of Purchaser(s) in Said

Property and/or in the Common Areas and facilities shall stand varied accordingly. Purchaser(s) has no objection and they have given their consent to such construction by Developers.

- b) In the event of paucity or non-availability of any material Developers may use alternative materials/ article but of similar good quality. Decision of Developers on such changes shall be final.
- c) The Developers shall be entitled to allot any portion of the Said Property or portion of common area or amenities to the utility supplier for the purpose of setting up electric transformer, communication or data antenna, or for any other utility services.

8.11 Rights to Common Area and Amenities:

The Purchaser(s) shall have no claim save and except to the said Premises hereby agreed to be purchased by him/her/them and all other portion of the said buildings shall remain the property of the Developers until transfer thereof to the apex society or other association of the separate societies of the Purchaser(s) of all the premises or the sale of the last premises by the Developers whichever is later. The Purchaser(s) shall have no claim upon the open spaces, parking spaces, (other than unless specifically allotted by the Developers lobbies, terrace, garden area of the property to such society of the Purchaser(s) of all the premises or the sale of the last premises by the Developers whichever is later and thereafter to such society.

8.12 Part Occupancy Certificate:

The Developers shall be at liberty and entitled to complete any building/part/portion/floor of the said Project and apply for and obtain part occupancy certificate thereof and give possession thereof to the Purchaser(s) of the said Premises therein and the Purchaser(s) herein shall not object to the same. In such event, however, if the Purchaser(s) take/s possession of his premises in such part completed portion of the Project and the remaining work is carried on by the Developers or their agent or contractors with the Purchaser(s) occupying his premises, the Purchaser(s) shall not obstruct or object to the execution of such work, even if the same shall cause any nuisance or annoyance to him or other occupants of the said Premises.

ARTICLE 9

USES

9.1 Alteration / Demolition / Destruction of Structure:

- (a) Purchaser(s) undertake/s that he will not alter / demolish/ destroy or cause to demolish/ destroy any structure of the said Premises or any addition(s) or alteration(s) of any nature in the same or in any part thereof. Purchaser(s) shall not harm or cause to harm any damage to the peripheral walls, front, side and rear elevations of the said Premises in any form. Purchaser(s) shall also not change the colour scheme of the outer walls and painting of exterior side of the door and windows and shall also not carry out any change in the exterior elevation and design and shall not erect any fencing/hedging/grills without the prior permission of Developers. Purchaser(s) shall not partly / fully remove any walls of the said Premises including load bearing walls/ structure of the same, which shall remain common between Purchaser(s) and the owners of adjacent premises.
- (b) Purchaser(s) shall keep the portion, sewers, drains and pipes in the said Premises and appurtenances thereto in good and tenantable condition, and in particular, so as to support, shelter and protect the other parts of the said Building in which the said Premises is situated, and shall not chisel or in any other manner cause any damage to the columns, beams, walls, slabs or RCC pardis.
- (c) No request for modification or change in the exterior facades and no internal structural changes of the said Premises will be permitted. No reimbursement or deduction in the value of the said Premises shall be considered by Developers, in case Purchaser(s) desire/s (with prior written approval/consent of Developers) to do some works /install some different fittings/floorings etc. on their own within the said Premises and request Developers not to do such work/install fittings/floorings etc. within the said Premises.

9.2 Blockade or Hindrance to Common Passages, Veranda or Terraces:

Purchaser(s) shall not use the said Premises in the manner, so as to cause blockade or hindrance to common passages, veranda or terraces. No common parts of the said Building will be used by Purchaser(s) for keeping / Chaining Pets / Animals, Birds or storage of cycles, motorcycles, waste / refuse, Shoe rack; nor the common passages shall be blocked in any manner.

9.3 Nuisance:

Purchaser(s) shall not be allowed to do any activity, which may be objected by the other residents, such as playing of high volume music, loudspeaker or any activity which spoils the decorum or decency or beauty of the Project including defacing of common walls, lifts or throwing or dumping of refuse / garbage, which could be subject to

fine or penalties as per the laws of the land, as applicable from time to time.

9.4 Possession of Common Areas:

Purchaser(s) shall have no right to claim partition of the Said Property and/or Common Areas / facilities; even the said Premises is not divisible. The possession of Common Areas will always remain with Developers and/or the Maintenance Agency appointed by Developers and is not intended to be given to Purchaser(s) except a limited right to user subject to payment of all charges. After formation of society and Apex body, the common areas and amenities enlisted in **Annexure “J”** shall vest in the respective society and the amenities enlisted in **Annexure “K”** shall vest with the Apex body.

**ARTICLE 10
INDEMNITY**

10.1 Special, Consequential or Indirect Loss:

Purchaser(s) acknowledges that Developers shall not be liable to Purchaser(s) for any special, consequential or indirect loss arising out of this Agreement. Purchaser(s) further indemnifies Developers of any damage caused to the said Premises/ the said Building/ Project, while performing the alteration by him/ her/ them or his deputed personnel.

10.2 Abidance by Terms and Conditions:

Purchaser(s) hereby agree/s that he shall abide by the terms and conditions of this Agreement and the applicable laws and should there be any contravention or non-compliance of any of the provisions of this Agreement, Purchaser(s) shall be liable for such act, and if any loss is occasioned to Developers, Purchaser(s) shall indemnify Developers for such loss.

10.3 Furniture and Interior Decoration:

The Purchaser(s) shall be required to seek specific permission from the Developers for pre Possession or Post Possession furniture and Interior decoration activities, and such permission request shall contain plan of such furniture and Interior decoration activities and all the concerned technical specifications thereof alongwith name of contractor/s and their contact details. The Purchaser(s) shall not be entitled to carry out any structural alterations or any other modifications of civil nature in the Said Premises without prior written permission of the Developers. The Purchaser(s) will be required to deposit certain security amount with the Developers, quantum of

which shall be determined by the Project Engineer of the Developers on the basis of nature of alteration and modifications. After completion of such furniture and Interior decoration activities, the Project Engineer of the Developers shall verify the furniture and Interior decoration work. Upon satisfaction of having carried out the work strictly in consonance with the plans approved by the Developers, the Purchaser(s) shall be entitled to receive refund of security deposit. After formation of the concerned Society and the Apex body, the Purchaser(s) shall be required to obtain previous permission for furniture activities from the society and in the event of such furniture and Interior decoration activities also includes changes of civil nature or exterior elevation and structural alteration, prior written permission from the apex Body shall also be required. The Purchaser(s) shall be required to pay reimbursement of expenses incurred by the Developer or Society and Apex Body, as case may be, for rectifying the unauthorized construction /alterations, damage to the structure, other defects arising out of negligence or poor workmanship.

10.4 Further Covenants:

Purchaser(s) hereby covenant/s with Developers to pay from time to time and at all times, the amounts which Purchaser(s) is liable to pay as agreed herein and to observe and perform all the covenants and conditions of booking and sale. Purchaser(s) hereby covenant/s to keep Developers and its agents and representatives, estate and effects, indemnified and harmless against the said payments and observance and performances of the said covenants and conditions and also against any loss or damages that Developers may suffer as a result of non-payment, non-observance or non-performances of the said covenants and conditions by Purchaser(s).

ARTICLE 11 INSPECTION

After handing over possession of the said premises by the Developers in favour of the Purchaser(s), Developers or its Authorised Representative shall have the right from time to time during the business hours and otherwise on any working day or on a holiday, with prior notice in writing to Purchaser(s), to enter upon the said Premises for the purpose of inspecting the services in the said Premises and for carrying out maintenance work in the said Premises.

ARTICLE 12

AGREEMENT FOR SALE

12.1 Stamp Duty and Registration Charges:

The stamp duty, registration fee/ charges and other expenses paid on the execution of this Agreement shall be borne by Purchaser(s).

12.2 Prior Permission:

Purchaser(s) shall not assign, transfer, lease or part with possession of the said Premises without prior written permission of the Developers. Purchaser(s) undertakes that he shall not divide/ sub-divide/ amalgamate the said Premises without the prior consent of Developers or Said Organisation (after formation and registration).

12.3 Unsold Premises:

The Developer shall be required to obtain membership of the Said Organisation for the unsold premises as on the date of the formation and shall also be required to contribute maintenance and taxes after the expiry of two years from the grant of completion certificate for the respective premises. The Developer shall not be required to take any prior approval from the Said Organisation for transfer of any unsold premises; however, the Developers shall intimate transfer of any unsold premises to the Said Organisation within reasonable time.

ARTICLE 13

SETTLEMENT OF DISPUTES

13.1 Mutual Discussion:

All or any disputes arising out or touching upon or in relation to the terms of the application, this Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion.

13.2 Arbitration:

All disputes or differences whatsoever which shall at any time hereafter (whether during the continuance of this Agreement or upon or after its discharge or determination) arise between the parties hereto or their respective heirs, legal representatives, successors-in-title, transferees and assigns (as the case may be), touching or concerning this Agreement or its construction or effect, or as to the rights, duties, obligations, responsibilities or liabilities of the parties

hereto or any of them, under or by virtue of these presents or otherwise, or as to any other matter in any way connected with or arising out of or in relation to the subject matter of contained in these presents, shall be referred to arbitration in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof for the time being in force. The reference shall be made to single arbitrator. The award of the arbitrator shall be final and binding on the parties to the reference. The arbitration proceedings shall be held in Thane only. The proceedings shall be conducted in English language.

ARTICLE 14

NOTICE

14.1 No Obligation:

It is clearly agreed and understood by Purchaser(s) that it shall not be obligatory on the part of Developers to send reminders regarding the payments to be made by Purchaser(s) as per the Payment Plan or obligations to be performed by Purchaser(s) under the terms and conditions of this Agreement or any further document signed by Purchaser(s) with Developers.

14.2 Communication Address:

Purchaser(s) shall get registered his/ her/ their communication address and email address with Developers and it shall be the sole responsibility of Purchaser(s) to inform Developers about all subsequent changes, if any, in his/ her/ their e-mail address, postal address, by registered letter and also obtain a formal specific receipt of the same, failing which all communications/ letters posted at the first registered address/ postal address will be deemed to have been received by Purchaser(s) at the time, when those should ordinarily reach such address and he/ she shall be responsible for any default in payment and other consequences that might occur there from. In all communications, the reference of the said Premises must be mentioned clearly.

14.3 Communication Mode:

Developers will communicate with Purchaser(s) mainly through official e-mail address. Purchaser(s) may communicate with Developers using officially notified e-mail id. All Notices/ Letters of communication to be served on Purchaser(s) as contemplated by this Agreement shall be deemed to have been duly served, if sent to Purchaser(s) or to the Second Purchaser(s) in case of more than one Purchaser(s) at the

postal address or official e-mail address given by Purchaser(s). However, any change in the address of Purchaser(s) shall be communicated to Developers through registered post within 7 (Seven) days of such change. In case there are joint Purchaser(s) all communication shall be sent by Developers to Purchaser(s) whose name appears first, at the postal address/official e-mail address given by him for mailing and which shall for all purpose be considered as served to all Purchaser(s) and no separate communication shall be necessary to the other named Purchaser(s).

THE FIRST SCHEDULE HEREIN ABOVE REFERRED TO:

Said Property

(First Property)

ALL THOSE pieces and parcels of land Survey No. 124, Hissa No. 2/3, admeasuring 990 square meters, lying, being and situate at Village - Kavesar, Talathi Saja Kolshet, Taluka and District Thane, within the Registration District and Sub-District Thane and also within the limits of Thane Municipal Corporation (TMC) bearing and bounded as per sanctioned plan.

(Second Property)

ALL THOSE pieces and parcels of land bearing Survey No. 125, Hissa No. 3/1, admeasuring 2810 square meters, lying, being and situate at Village - Kavesar, Talathi Saja Kolshet, Taluka and District Thane, within the Registration District and Sub-District Thane and also within the limits of Thane Municipal Corporation (TMC) bearing and bounded as per sanctioned plan.

(Third Property)

ALL THOSE pieces and parcels of land bearing Survey No. 125, Hissa No. 3/2, admeasuring 4050 square meters, lying, being and situated at Village - Kavesar, Talathi Saja Kolshet, Taluka and District Thane, within the Registration District and Sub-District Thane and also within the limits of Thane Municipal Corporation (TMC) bearing and bounded as per sanctioned plan.

(Fourth Property)

ALL THOSE pieces and parcels of land bearing Survey No. 125, Hissa No. 4, admeasuring 1620 square meters, lying, being and situate at Village - Kavesar, Talathi Saja Kolshet, Taluka and District Thane within the Registration District and Sub-District Thane and also within the limits of Thane Municipal Corporation (TMC) bearing and bounded as per sanctioned plan.

(Fifth Property)

ALL THOSE pieces and parcels of land bearing Survey No. 125, Hissa No. 5, admeasuring 910 square meters, lying, being and situated at Village - Kavesar, Talathi Saja Kolshet, Taluka and District Thane within the Registration District and Sub-District Thane and also within the limits of Thane Municipal Corporation (TMC) bearing and bounded as per sanctioned plan.

(Sixth Property)

ALL THOSE pieces and parcels of land bearing Survey No. 125, Hissa No. 2, admeasuring 930 square meters, lying, being and situated at Village - Kavesar, Talathi Saja Kolshet, Taluka and District Thane within the Registration District and Sub-District Thane and also within the limits of Thane Municipal Corporation (TMC) bearing and bounded as per sanctioned plan.

SECOND SCHEDULE

(Said Premises)

Flat No. _____, admeasuring _____ square meters of RERA Carpet Area and cupboard admeasuring _____ square meters along with enclosed balcony admeasuring _____ square meters on the _____ Floor of the Building No. _____ in the Project **“Rosa Oasis”**.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEAL TO THESE PRESENTS ON THE DAY, MONTH and YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESS:

SIGNED, SEALED AND DELIVERED)

by the within-named **“DEVELOPERS”**)

M/S. UMA ENTERPRISES)

Represented by its Partners)

(1) SHRI _____)

In the presence of)

1)_____)

2)_____)

SIGNED SEALED AND DELIVERED)

By the within-named **PURCHASER(S)**)

_____)

_____)

_____)

In the presence of....

1._____)

2._____)