

AGREEMENT FOR SALE

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

BETWEEN

M/S. SUMIT STAR LAND DEVELOPERS LLP, a LLP incorporated and duly registered under the provisions of Limited Liability Partnership Act, 2008, having, its office at B-1101, Express Zone, W.E. Highway, Diagonally Opp. to Oberoi Mall, Malad (East), Mumbai - 400 097, hereinafter referred to as the “**Promoters**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners for the time being of the said firm and the partners from time to time of the said firm, the survivor or survivors of them and the heirs, executors and administrator) of the **ONE PART**;

AND

Mr/Mrs/Miss/Messrs. _____

having address at _____

_____ hereinafter called “**the Purchaser/s**” (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, in the case of an individual/s, his or her or their heirs, executors, administrators and permitted assigns, and in the case of a Partnership firm, the partners from time to time constituting the firm and the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner and their/his/her permitted assigns and in case of a HUF the members of HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and assigns of such last surviving member of the HUF and in the case of a company or a society or a body corporate, its successors and permitted assigns) of the **OTHER PART**;

W H E R E A S:

- a. Vide Conveyance dated 19/04/2011 registered under Sr. No. TNN-7/02986/11 on 19/04/2011 **M/s. Span Venture** i.e. the Owners have obtained the full right and absolute authority in respect of the property being all that pieces or parcels of lands bearing Old Survey no. 663, New Survey No.237, admeasuring H-2, R-34, P-5 i.e. 23450 Sq. Meters Assessed at Rs.4.69/- of Revenue Village BHAYANDER, Taluka and District Thane, situate, lying and being at Bhayander (W), within the limits of Mira Bhayander Municipal Corporation, in the Registration District and Sub – District of Thane (hereinafter referred to as “the said property” for the sake of brevity) and are entitled to commence and carry on the development thereof and sell the premises/units constructed thereon and execute conveyance in favour of any party of their choice.
- b. The Owners have through its Architects, Messrs Bharatkumar Patel Consultants (hereinafter referred to as the “Project Architects”) submitted a Lay out Plan (“the Plan”) and the same has been approved by Mira Bhayander Municipal Corporation (MBMC) on 30th May, 2011 and Building Proposal to MBMC for the development of the said property which was sanctioned by MBMC and issued Commencement Certificate dated 30th May, 2011, as revised, amended from time to time.
- c. The Owners herein have obtained the various permissions for development of the said property from the concerned Authorities by complying with all the statutory provisions applicable thereto, which include, approval of Building Plan, N.A. Order from the Collector of Thane and Commencement Certificate from Mira Bhayander Municipal Corporation and shall be obtaining all further approvals/permissions/NOCs including full CC with regard to the said property.
- d. Access Road, Boundary Walls, Internal Roads, Footpath, Lighting, Street light, Footpath light, Electric Sub-station, Storm Water Drains, Drainage Sewerage, STP, Water Mains, Recycling of Water Treatment Plant, Boundary Walls, Podium, Tree Plantations, Recreation Gardens and Club House (hereinafter referred to as the “Infrastructure”) are required to be constructed on the said property in accordance with the Plan.
- e. As per the said Plans sanctioned by the Mira Bhayander Municipal Corporation (MBMC), the Owners are entitled to construct 3 towers namely “A”, “B” & “C” having a common podium alongwith club house, recreation garden as shown more

particularly in the plan annexed hereto as **Annexure “A”**. The Owners shall be providing access to the said property by way of an access road as hatched in blue on the said plan hereto annexed.

- f. By a Development Agreement dated 10th April, 2012, registered with the Sub Registrar of Assurances under serial No.TNN7-02556 on 10-04-2012, the Owners have agreed to sell to the Developers and the Developers have agreed to acquire and purchase from the Owners, FSI area of approximately 68,000 (Sixty Eight Thousand) square feet more particularly described in the First Schedule hereunder written, inclusive of balcony area + lobby area + cupboard + staircase but excluding TDR, fire staircase, car parking spaces as sanctioned by MBMC in respect of Tower “C” vide the Commencement Certificate dated 30th May, 2011 to be exploited/utilized on the said property. The aforesaid FSI as sanctioned by MBMC vide Commencement Certificate dated 30th May, 2011 is to be utilized by the Developers in the construction of Tower “C” and proportionate parking spaces of the total car parking spaces (open and stilt) i.e. being equal to number of the premises constructed by the Developers shown and demarcated in red colour on the Plan hereto annexed as Annexure II in accordance with the Lay-out and Building Proposal sanctioned by MBMC vide Commencement Certificate dated 30th May, 2011, as revised, amended from time to time (Developer’s Building) with a view to selling flats and allotting parking spaces to the prospective Purchasers and forming co-operative society comprising of purchasers of flats for the consideration and on terms and conditions agreed upon between them.
- g. The Promoters intend to develop the said Property by constructing Tower “C” as permitted and approved by the concerned approving authorities. Such development shall consist of flats / units / premises of different areas and different types, car parking spaces (open / covered / under stilt / Podium / Basement) and such other development as may be approved and permitted by the relevant approving authorities including as desired by the Promoters which are as per designs, details, specifications etc. prepared or to be prepared by the Promoters’ Architect and which are permitted and approved and/or to be approved by MBMC and all other concerned approving authorities.
- h. The Promoters declare that the Promoters, subject to the terms of the Development Agreement, are fully and freely entitled to change, amend, modify, alter, resubmit the details, designs, specifications etc. in respect of existing as well as further development in such manner as the Promoters may in its own discretion deem fit

and proper. The Promoters further declare that they are entitled to deal with and dispose of all premises in Tower “C” in such manner and on such terms and conditions and for such price and consideration as the Promoters may in their own discretion deem fit and proper.

- i. The Promoters have entered into a prescribed Agreement with an Architect, registered with the Council of Architects and also appointed a Structural Engineers for preparing structural designs and drawings and specifications of the Buildings to be constructed on the said Property and the Purchaser/s accept/s the professional supervision of the said Architect and the said Structural Engineer till the completion of the buildings unless otherwise changed by the Promoters.
- j. MBMC has sanctioned plans for construction of the building on the said Property and also issued Non Agriculture Permission for development dated 16.05.2007 and Commencement Certificate bearing No. 740/2011-2012 dated 30.05.2011, revised, amended from time to time. Hereto collectively annexed and marked as **Annexure “C”** is copy of N.A. Order and C.C.
- k. S.P. Singh, Advocate has issued a Certificate of Title relating to the said Property, copy of which is marked as **Annexure “D”**.
- l. The Purchaser/s being fully satisfied in respect of title of the Promoters to the said Property, has/have approached the Promoters and requested the Promoters to allot to him/her/them **Flat No.** _____ **admeasuring** _____ **sq. mtrs.** equivalent to _____ **sq. ft. carpet area** on the _____ **Floor** in the **Tower “C”** known as **‘SPAN TRIDENT’** to be constructed on the said Property, which flat is shown in red colour hatched lines on the plan annexed and marked as **Annexure “E”** hereto with / without the right to use _____ Car Parking Space (the exact location and number to be allotted later) in level in _____/Basement (hereinafter referred to as **“the Said Premises” or the “said Flat”**) at the price and on the terms and conditions hereinafter appearing;
- m. Copies of following documents are annexed to this Agreement;
 - i. Copy of Plan Showing “A”, “B” & “C” Towers. (**Annexure “A”**);
 - ii. Copy of Property Register Card of the said Property (**Annexure “B”**);
 - iii. Copy of N. A. Permission and C.C. (**Annexure “C”**)
 - iv. Copy of Title Certificate issued by Adv. S.P. Singh (**Annexure “D”**)

v. Copy of the floor plan (**Annexure “E”**)

- n. The Purchaser/s has/have demanded inspection from the Promoters and the Promoters have given inspection to the Purchaser/s of all documents of title relating to the said Property including all the documents mentioned in the recitals hereinabove and also the plans, designs and specifications prepared by the Promoters Architects, the Title Certificate, revenue records and all other documents as amended upto date and the Purchaser/s is/are fully satisfied with the title of the Promoters in respect of the said Property and the Promoters’ right to allot various premises in the Buildings to be constructed on the said Property and has/have agreed not to raise any requisitions on or objections to the same.
- o. The Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Regulatory Authority at _____ no. _____, the authenticated copy of which is annexed hereto as **Annexure “ ”**
- p. Under Section 13 of the said Real Estate (Regulation and Development) Act, 2016, the Promoter is required to execute a written Agreement for Sale in respect of the said Apartment/ Unit Premises being in fact these presents, which requires to be registered under the Registration Act, 1908.
- q. The parties are desirous of recording the mutually agreed and accepted terms and conditions on which the Promoters has agreed to allot the said Flat to the Purchaser in the manner hereinafter appearing.

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

- 1. The recitals contained above and schedules and annexures hereto form an integral and operative part of this agreement as if the same were set out and incorporated herein verbatim.
- 2. The Promoters shall construct the said Tower C known as ‘**SPAN TRIDENT**’ on the said Property in accordance with the plans, specifications, designs and elevations as approved by the concerned local authority and which have been seen and perused by the Purchaser/s with such variations and modifications as the Promoters may consider necessary or as may be required by the Government Municipal Corporation of Mira- Bhayander and/or any other local authority from

3. The Purchaser/s hereby agree/s to purchase from the Promoters and the Promoters hereby agree to allot to the Purchaser/s the said Premises being a **Flat No.** _____ on the _____ **Floor** admeasuring _____ **sq. mtrs** equivalent to _____ **sq. ft. carpet area** in **Tower “C”** known as ‘**SPAN TRIDENT**’, and as shown in red colour hatched lines on the typical floor plan annexed and marked as **Annexure “E”** hereto with / without the right to use _____ Car Parking Space (the exact location and number to be allotted later) in level in _____/Basement (hereinafter referred to as “**the Said Premises**” or “**the said Flat**”) and more particularly described in the **Second Schedule** hereunder written, at or for the lumpsum price of **Rs.**_____/ **(Rupees**_____

_____ **only**) (hereinafter referred to as “**Sale Price**”) payable by the Purchaser/s to the Promoters in the manner as mentioned in clause 6 below: The time for payment of each of the installments as mentioned in Clause 6 below shall be essence of contract.

4. The Promoters have agreed to permit the Purchaser/s, the right to exclusive use _____ car parking space/s in (open / covered / under stilt / Podium / Basement) (exact number and location to be allotted later) (hereinafter referred to as “**the Parking Space/s**”).

5. The Purchaser hereby agree/s, covenant/s and undertake/s to pay to the Promoters the agreed lumpsum consideration of Rs. _____/- (Rupees _____ only) as above in the following manner:-

- a) As earnest money on or before execution of Allotment / Agreement
- b) On or before Completion of Foundation.
- c) On or before completion of various Slabs.
(Total amount payable in equal instalments by dividing the amount by number of slabs)
- d) On or before completion of Brick Work etc.
- s) On or before completion of Internal & External Plaster work etc.
- t) On or before completion of Flooring & Tiling Work etc.
- u) within seven days of the Promoters intimating the Purchaser/s that the said Flat / Unit is ready for Occupation or before the Purchaser/s take/s the Possession of the said Flat/Unit, whichever is earlier.

Total ____ %

(Time being essence of Contract)

The Purchaser/s hereby agree, confirm and undertake that an intimation forwarded by the Promoters alongwith the Certificate issued by the Architect, that a particular stage of construction is completed shall be sufficient proof that a particular stage of construction is completed. However, it is agreed that failure on the part of the Promoters to send intimation requiring such payment shall not be a plea, or an excuse by the Purchaser/s for non-payment of any amount or amounts.

6. The Purchaser/s shall make all payments of the Sale Price due and/or payable to the Promoters through an account payee cheque / demand draft / pay order / wire transfer / any other instrument drawn in favour of **“SUMIT STAR LAND DEVELOPERS LLP”**. In case of any financing arrangement entered by the Purchaser/s with any financial institution with respect to the said Flat, the Purchaser/s undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse/pay all such amounts towards Sale Price due

and payable to the Promoters through an account payee cheque / demand draft / wire transfer / any other instrument drawn in favour of **“SUMIT STAR LAND DEVELOPERS LLP”** or any other name as may be informed by the Promoters. Any payments made in favour of any other account other than mentioned hereinabove shall not be treated as payment towards the said Flat and shall be construed as a breach on the part of the Purchaser/s, in which event the Promoters shall be entitled to terminate this Agreement and forfeit all the amounts till then paid by the Purchaser/s to the Promoters.

7. The Sale Price is exclusive of all taxes, levies, duties, cesses etc. In Addition to the Sale Price, the Purchaser/s shall pay all other amounts mentioned herein including the amounts mentioned in these presents. Any of the taxes including Service Tax and /or Value Added Tax (VAT), GST, levies, duties, cesses etc. (whether applicable / payable now or become applicable/payable in future), whether on Sale Price or on other amounts payable under the Agreement, shall be borne and paid by the Purchaser/s alone and the Promoters shall never be liable, responsible and/or required to bear, and/or pay the same or any part thereof.
8. The Purchaser/s have simultaneously with the execution of these presents paid to the Promoters being 1% VAT payable on this Agreement as per the present laws or at any other rates as applicable from time to time. The Purchaser/s agree/s, undertake/s and covenant/s to make payment of VAT as may be applicable from time to time.
9. The Purchaser/s are aware that as per present statute, Service Tax / GST are leviable/applicable on the Sale Price, other amounts payable hereunder and consequently the amount of each installment payable by the Purchaser/s to the Promoters in respect of this transaction shall proportionately increase to the extent of the liability of such taxes. The Purchaser/s hereby undertake(s) to pay the amount of the Service Tax along with each installment from the effective date and further shall not dispute or object to payment of such statutory dues. The Promoters shall not be bound to accept the payment of any installment unless the same is paid alongwith the amount of Service Tax applicable thereon and the Purchaser/s shall be deemed to have committed default in payment of amount due to the Promoters hereunder, if such payment is not accompanied with the applicable Service Tax. Provided further that if on account of change/amendment in the present statute or laws, statutes, rules, regulations and policies or enactment of new legislation of new

laws by the Central and/or State Government or any other taxes become payable hereafter on the amounts payable by the Purchaser/s to the Promoters in respect of this transaction and/or aforesaid taxes levied is increased on account of revision by Authorities, the Purchaser/s shall be solely and exclusively liable to bear and pay the same and the Purchaser/s do and doth hereby agree and undertake to indemnify and keep indemnified the Promoters and its successors-in-title and assigns in respect thereof.

10. The Purchaser/s further agree/s, undertake/s and covenant/s that while making the payment of installments of Sale Price and Service Tax thereon, the Purchaser/s shall deduct TDS (presently at the rate of 1% of the amount paid) as may be applicable from time to time. The Purchaser/s after making payment of each installments and Service Tax, on or before 7th day of next month, shall file Form 26QB with the Income Tax Authority in the prescribed format and on or before 22nd day the month on which respective Form 26QB is filed, shall furnish Form 16B to the Promoters. The Purchaser/s is/are aware that the time to make the payment of installments and service tax and all other taxes as mentioned in above is the essence of contract and in event of delay on part of the Purchaser/s to make the payment of any of the installment together with Service Tax and/or any other tax (including delivering Form 16B certificate thereof), then without prejudice to right of the Promoters to cancel and terminate this Agreement, the Purchaser/s shall be liable to pay interest @ 21% p.a. to the Promoters on all delayed payments from the due date till the date of realization thereof.
11. In the event, the Purchaser/s desire/s to cancel the allotment of said Flat, then the earnest money paid by the Purchaser/s as mentioned in clause 6 (a) above shall stand forfeited and the Purchaser/s shall not be entitled to such earnest money paid by him/her/them to the Promoters. The Purchaser/s shall also have to bear and pay to the Promoters, at the time of cancellation, the brokerage charges (if the said Flat is purchased through the broker) which brokerage shall have been already paid by the Promoters to the broker. The Promoters shall not be liable to refund Service Tax, VAT, GST and all other taxes paid or payable on this Agreement and/or on the Sale Price and/or interest and/or otherwise. It is agreed by and between the parties that all the above-referred amounts due and payable by the Purchaser/s, as specified hereinabove, shall be deducted from the amount received by the Promoters from the Purchaser/s till the time of such cancellation. The Promoters shall return the balance amount from the Sale Price (if any) to the Purchaser/s only after the said

Flat is sold to new prospective purchaser/s and the Promoters have received entire sale price of the said Flat from such prospective purchaser/s.

12. In case the Purchaser/s propose/s to commence furnishing of the said Flat prior to the Promoters issuing such notice for taking possession of the said Flat as mentioned in Clause 27 below, stating therein that the said Flat is ready for use, the Promoters may grant permission to commence furnishing only after receiving from the Purchaser/s all the amounts mentioned in this Agreement including the amounts mentioned in Clause 30 below alongwith the relevant TDS Certificates and upon such permission being granted by the Promoters, the Purchaser/s shall be liable to pay all the outgoings in respect of the said Flat.
13. The Parties hereto confirm that this Agreement constitutes the full agreement between the Parties hereto and supersedes all previous agreements, arrangements, understanding, writings, allotment, letters, brochures and/or other documents entered into, executed and/or provided.
14. (A) The Purchaser/s is/are aware that the said Parking Space, if any allotted, are provided by the Promoters to the Purchaser/s as an amenity without consideration however the Purchaser/s will be bound to abide with the rules and regulations as may be framed in regard to the said Parking Space by the Promoters and/or the organizations to be formed by all the purchasers of flats in the respective Towers and/or apex body of such organizations and shall pay such outgoings in respect of the said Parking Space as may be levied by such organizations/apex body to be formed by them.

(B) No separate consideration for the said Parking Space is/are payable by the Purchaser/s to the Promoters under this Agreement the same being provided as an additional amenity. The Purchaser/s shall be entitled to exclusively use, occupy and enjoy the said Parking Space in any manner permissible under the rules and regulations of the concerned local authority and as may be framed by the organizations/apex body.

(C) The Purchaser/s herein agree/s and confirm/s that Parking Space shall be used for parking of the light motor vehicles only and for no other purpose and that no alteration and/or modification and /or construction of any nature shall be carried out in the Parking Space;

- (D) The Purchaser/s herein agree and confirm that he/she/they shall not raise any objection to the designations/selections of parking done/to be done by the Promoters for other purchaser/s and accepts the designation of the Parking Space allotted to the Purchaser/s herein
15. The Promoters shall be entitled (but not obliged) to terminate this Agreement on the happening of any of the following events (“**Events of Default**”):
- (i) If the Purchaser’s delays or commits default in making payment of any of the amounts and/or installments of any amount payable under this Agreement or otherwise;
 - (ii) If the Purchaser/s commits breach of any of the terms, conditions, covenants and representations of this Agreement and/or any other writing and/or the terms and conditions of layout, I.O.D., C.C. and/or any other sanction, permission, approvals, undertakings, writings and affidavits etc.;
 - (iii) If the representation, declarations and/or warranties etc. made by the Purchaser/s in the Booking Form, Allotment Letter, present Agreement and/or any other documents executed and/or entered into or to be executed and/or entered into by the Purchaser/s is untrue or false;
 - (iv) If the Purchaser/s has/have been declared and/or adjudged to be insolvent, bankrupt etc. and/or ordered to be wound up;
 - (v) If the Purchaser/s is/are, convicted of any offence involving moral turpitude and/or is sentenced to imprisonment for any offence for not less than six months;
 - (vi) If Receiver and/or a Liquidator and/or Official Assignee or any person is appointed of the Purchaser/s or in respect of all or any of the assets and/or properties of the Purchaser/s.
 - (vii) If the Purchaser/s have received any notice from the Government in India (either Central, State or Local) or foreign Government for the Purchaser/s involvement in any money laundering or any illegal activity and/or is

declared to be a proclaimed offender and/or a warrant is issued against him / her / them.

(viii) in an event of force majeure;

16. In the event of the Purchaser committing default in payment on the due date of any amount due or payable by the Purchaser to the Promoter under this Agreement (including his/her/its/their proportionate share of rates, taxes, cesses and assessment levied or imposed by concerned local or government body or authority and all other outgoings and or any other amount due and payable under the terms / conditions hereof) and/or on the Purchaser committing breach of any of the terms and conditions herein contained on happening or occurring of any of the Event of Default, the Promoters shall without prejudice to all other rights that the Promoters may have against the Purchaser/s either under this Agreement, or in law or otherwise, the Promoters shall give 7 days notice to the Purchaser/s to rectify/remedy such breach and during the notice period. In the event Purchaser/s fail/s to rectify/remedy the breach within notice period, then the Promoters shall be entitled (but shall not be obliged) to (i) terminate this Agreement (“**Termination Date**”) and (ii) forfeit/deduct 10% of the consideration amount and balance if any, shall be refunded to the Purchaser/s without any interest and only after the said Flat has been sold to new purchaser/s and all amounts including the consideration in respect thereof has been received by the Promoters from the new purchaser/s. It is further clarified that any profit arising from such sale of the said Flat to the new purchaser/s shall be of the Promoters and the Purchaser/s shall have no claim against the same. If for making payment of the Sale Price the Purchaser/s has/have availed loan from financial institutions, banks or other institutions against the security of the Said Premises then the same shall be subject to the consent and approval of the Promoters. In the event of the Purchaser/s committing default of the payment of the installments of the Sale Price or otherwise and in the event of the Promoters exercising their right to terminate this Agreement, the Purchaser/s shall and hereby undertake to clear the mortgage debt outstanding at the time of the such termination. The Purchaser/s, at his/her/their own cost and expenses, shall obtain necessary letter/no due certificate from such financial institution, banks etc. stating that the Purchaser/s has/have cleared the mortgage/debt/charge within 15 days from the Termination Date. On receipt of such letter/no due certificate from the financial institution, banks etc. the Purchaser/s shall be entitled to the refund of the amount (if any). However, the Promoters shall directly (but shall not be obliged) to pay the amount payable to the financial institution, bank, their employer or other such

institutions by the Purchaser/s from the balance amount standing to the credit of the Purchaser/s with the Owner (if any) towards the said Flat and (paid by him/her/them to the Promoters towards the Sale Price) to the extent so as to clear the mortgage/debt/charge on the Said Premises. Only on receipt of such letter of clearance of mortgage debt from such bank, financial institution etc. the Purchaser/s shall be entitled to the refund of the balance amount standing credited to the account of the Purchaser/s (if any) with the Promoters towards the Said Premises. Notwithstanding all that is stated hereinabove, it shall ALWAYS be obligatory on the part of the Purchaser/s to pay the installments of the consideration amount as and when due under the terms of this Agreement and the Purchaser/s shall duly and promptly pay the installments of the consideration amount irrespective of the fact that the Purchaser/s has/have applied for the loan to such financial institution, banks, their employers or such other institution and irrespective of the fact that the said loans are being under process and sanction awaited and/or is rejected. The Purchaser/s shall not be permitted to raise any contention in respect of his/her/their failure to pay the installments of the consideration amount on time and on the due dates on the basis that the Purchaser/s has applied for loan to such financial institution, banks, their employers or such other institutions and that the same are under process of disbursement or that the said loan application of the Purchaser/s is rejected. In the event of the failure of the Purchaser/s to pay the installments of the consideration amount the Promoters shall be entitled to enforce its rights as mentioned herein. In case, there shall be deficit in this regard, the Purchaser/s shall forthwith on demand pay to the Promoters his /her / their proportionate share to make up such deficit.

17. The Promoters hereby agree to observe, perform and comply with all the terms, condition, stipulation, if any, which may have been imposed by the concerned local authority at the time of sanctioning of said plans or thereafter and shall before handing over the possession to the Purchaser, obtained from the concerned local authority Occupation Certificate in respect of the Apartment.
18. The Promoters may obtain part occupation or building completion certificate for one or more Apartments in the building “_____” as the Promoters may deem fit. The Promoters may complete the entire building “_____” or any part or portion thereof and obtain part occupation certificate thereof and give possession of the said Apartment/ therein to the Purchaser and other Apartments/ to the acquirers of such Apartments/-and the

Purchaser herein shall have no right to object to the same and will not object to the same and the Purchaser hereby gives his specific consent to the same. If the Purchaser is offered possession of the said Apartment/~~unit~~ in such part or completed portion of the building, the Promoters and/or its agents and contractors shall be entitled to carry on the remaining work, including further and additional construction work of the said Building in which the said Apartment/~~unit~~ is situated and if any inconvenience, hardship or nuisance is caused to the Purchaser, the Purchaser shall not protest, object to or obstruct the execution of such work nor shall the Purchaser be entitled to claim any compensation and / or damages and / or to complain for any inconvenience, hardship or nuisance which may be caused to him / her / it / them or any other person.

19. The Promoters shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the building is complete and the Occupation Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3%. If the variation is more than 3% then the consideration payable for the carpet area shall be recalculated upon the confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit, the Promoters shall refund the excess money paid by the Purchaser within annual interest at State Bank of India Highest Marginal Cost of Lending Rate + 2 % percent per annum, from the date when such excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to the Purchaser, the Promoters shall demand additional amount from the Purchaser which shall be paid by the Purchaser prior to taking possession of the said Apartment. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement.
20. The Promoters will endeavour to give possession with Occupation Certificate of the said Apartment/unit to the Purchaser on or before 31/12/2020 . If the Promoters fail or neglect to give possession of the said Apartment/~~Unit~~ to the Purchaser not on account of reasons beyond the control of or unforeseen by the Promoters or its contractors or its agents by the aforesaid date then the Promoters shall be liable to refund to the Purchaser the amounts already received by the Promoters in respect of the said Apartment/~~Unit~~ (save and except the amount of interest, taxes which may have been paid or become payable by the Purchaser to the Promoters) with interest at State Bank of India Highest Marginal Cost of Lending Rate + 2 % percent per annum from the date the Promoters received the respective amounts till the date the

amounts and interest thereon are repaid in full. Till the entire amount and interest thereon is refunded by the Promoters to the Purchaser, the aggregate sum shall, subject to prior encumbrances, if any, be a charge on the said Apartment/~~Unit~~. It is agreed that upon refund of the said amount together with interest as stated hereinabove, the Purchaser shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoters or against the said Apartment or car parking space or the said Property or any part thereof in any manner whatsoever and the Promoters shall be entitled to deal with or dispose of the said Apartment (and Car Parking Space) to any person or party as the Promoters may desire in its absolute discretion without any reference or recourse to the Purchaser. Provided that, the Developer shall be entitled to reasonable extension of time for giving delivery of Apartment on aforesaid date, if the completion of the building in which Apartment is created is delayed on account of

- war, civil commotion, act of god
- any notice, order, rule, notification of government and or other public or competent authority/court.

21. Time is essence for the Promoters as well as the Purchaser. The Promoters shall abide by the time scheduled for completing the project and handing over the Apartment to the Purchaser and the common area to the association of the Purchasers after receiving Occupation Certificate. Similarly the Purchaser shall make timely payments of the installment/s and other dues payable by him/her and meeting other obligations under this Agreement subject to the simultaneous completion of the project by the Promoters.
22. The Promoters hereby declare that the floor space index available as on date in respect of the project is _____sq.m. only and Promoters have planned to utilise floor space index of _____ by availing of TDR or FSI available on payment of premiums (including Fungible FSI) or FSI available as incentive FSI by implementing various schemes as mentioned in development control regulation or based on expectation of increased FSI which may be available in future on modification to development control regulations, which are applicable to aid projects. The Promoters have disclosed the Floor Space Index of _____as proposed to be utilised by them in the said project and Purchaser has agreed to purchase said Apartment based on proposed construction and sale of Apartments to be carried out by the Promoted by utilising proposed FSI and on the understanding that the declared FSI shall belong to the Developer only.

23. If the Promoters fail to abide by the time schedule for completing the project and handing over the Apartment to the Purchaser, the Promoters agree to pay to the Purchaser, who does not intend to withdraw from the project, interest at State Bank of India Highest Marginal Cost of Lending Rate + 2 % percent per annum, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. Similarly the Purchaser agrees to pay the Promoters interest at State Bank of India Highest Marginal Cost of Lending Rate + 2 % percent per annum, on all the delayed payment which become due and payable by Purchaser to the Promoters under the terms of this Agreement from the date the said amount is payable by the Purchaser to the Promoters.
24. Without prejudice to the right of Promoters to charge interest in terms of hereinabove on the Purchaser committing a default in payment on due of any amount due and payable by the Purchaser to the Promoters under this Agreement (including his/her share of taxes levied by concerned authorities and other outgoing) and Purchaser committing three defaults of payment of installment/s, the Promoters at their option may terminate this agreement. Provided that, Promoters shall give notice of 15 days in writing to the Purchaser (including by registered post AD) at the address provided by the Purchaser and mail at the email address provided by the Purchaser , of their decision/ intention to terminate this agreement and of specific breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Promoters in the period of notice then at the end of such notice period, Promoters shall be entitled to terminate this agreement. Provided further, that on termination of this Agreement by the Promoters as aforesaid, the Promoters shall be entitled to treat as forfeited 10% of consideration amount referred to aforesaid. Upon termination of this Agreement as aforesaid the Promoters shall also be entitled to claim and recover from the Purchaser the loss and damages suffered by the Promoters for breach of contract by the Purchaser Upon termination and refund (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Promoters within a period of thirty days of termination) the Promoters shall be at liberty to dispose of and sell the said Apartment and Car Parking Space to such person and at such price and on such terms and conditions as the Promoters may in its absolute discretion think fit.

25. (A) It is expressly agreed that the right of the Purchaser/s under this Agreement or otherwise shall always be restricted to the Said Premises only, and such right will accrue to the Purchaser/s only on the Purchaser/s making payment of all the amounts including the Sale Price to the Promoters strictly in accordance with this Agreement and only on the Purchaser/s performing and complying with other terms, conditions, covenants, obligations, undertakings etc. hereof.
- (B) With regards to the common areas described in the **Third Schedule** hereunder written, it is agreed that:
- (i) the Promoters and upon formation, the Society shall always be the owner and will have all the rights, title, interest in respect of the said common areas.
 - (ii) the Purchaser/s will not have any right, title, interest etc. in respect of the said common areas.
 - (iii) the Purchaser/s shall only be permitted to use the said common areas on such terms and conditions as the Promoters / Society may deem fit.
26. (A) The Purchaser/s agrees to and shall join as a member of the said Society and the Purchaser/s shall sign and execute the application for membership and other papers and documents necessary for becoming a member, and duly fill in, sign and return to the Promoters within 15 (fifteen) days of the same being forwarded by the Promoters/Society to the Purchaser/s. Unless permitted by the relevant authorities to form separate societies, the other two Towers viz. A and B to be constructed on the said Property shall as and when completed join in as members of Society
- (B) The Purchaser/s agrees and shall pay to the Promoters/ Society the proportionate share of the Municipal tax, water charges, maintenance charges, outgoings and all other rent, rates and taxes in respect of the said Premises / said property. The Purchaser/s along with the other purchasers / Purchasers will not require the Promoters to contribute a proportionate share of the maintenance charges, outgoings, municipal taxes, water charges and all other rent, rates and taxes in respect of the said Premises and other

premises which are not sold or disposed off by the Promoters. In other words, any liability towards taxes or other outgoings etc. in respect of the unsold premises and other premises being part of Developer's Premises shall be borne and paid by the purchasers of the flats.

27. The Purchaser along with other purchasers of premises in the building shall join in forming and registering a cooperative Housing society or a limited company (sole option being with the Promoters herein) as may be decided by the Promoters to be known by such name as the Promoters may decide and which will be approved by the Registrar of Companies as the case may be and for this purpose also from time to time sign and execute the application for registration and for membership and other papers and documents necessary for the formation and registration of the society or limited company and for becoming a member, including adoption of the bye- laws of the proposed society and shall duly fill in sign and return them to the Promoters within seven days of the same being forwarded by the Promoters to the Purchaser, so as to enable the Promoters to register the organization of the Purchasers. No objection shall be taken from the Purchaser if any changes or modification are made in the draft bye- laws or the Memorandum and/or Articles of Association as may be required by the Registrar Co-operative societies or the Registrar of Companies as the case may be or any other competent authority. The Promoters are entitled to form a federation of societies of all the building/ Towers for the better management of facilities and infrastructure and the general management to the said building/ Towers shall be handed over to the said federation of societies including the Bungalow which will be maintained as separate entity but with common entrance and passage leading to the said Bungalow to be used by the Purchaser of the Bungalow and flat purchasers in common.
28. It is agreed between the Promoters and the Purchaser/s that the Promoters shall be entitled from time to time and at all times to make necessary amendments or changes or substitution or modification of the plan/ elevation/design as may be sanctioned by MBMC in respect of the said Tower C to utilize F.S.I. and/or development rights in respect thereof and for that purpose to submit plan or proposal as the Promoters may desire. It is further agreed that the Promoters in its absolute discretion shall be entitled to locate or provide in the said Tower C any additional floor or floors and use the same for such purpose or purposes as the Promoters may desire without reference or recourse to the Purchaser/s at the discretion/option of the Promoters time to time.

29. The name of said **Tower C** known as '**SPAN TRIDENT**' (in which the said flat / unit is situate) shall always be known as '**SPAN TRIDENT**' or as may be decided by the Promoter and the name of the co-operative housing Society that may be formed and registered of the unit purchasers shall be '**SPAN TRIDENT CHSL**' and if such name is not available than any other name as may be approved by the Promoter and such name shall not be changed at any time in future without the prior written permission of the Promoter and even after the Conveyance / Assignment / Lease is executed in favour of the Society. The covenant contained in this clause shall be binding upon the Society.
30. It is expressly agreed that the said Flat contains specifications, fixtures, fittings and amenities as set out in the **Fourth Schedule** hereunder written and the Purchaser/s confirm/s that the Promoters shall not be liable to provide any other specifications, fixtures, fittings and amenities in the said Flat.
31. It is agreed that the said Flat shall be of R.C.C. structure with normal brick with cement plaster only. The Purchaser/s hereby agrees, declares and confirms that save and except the said specification, fixtures, fittings and/or amenities, the Promoters shall not be liable, required and/or obligated to provide any other specifications, fixtures, fittings and/or amenities in the said Buildings /said Property.
32. The Promoters hereby declare that the Floor Space Index available in respect of the said property is consumed here only in respect of Buildings/ Towers proposed to be constructed and/or under construction and 1 Bungalow and that no part of the said floor space index has been utilized by the Promoters elsewhere for any purpose whatsoever. In case the said floor space index has been utilized by the Promoters elsewhere, then the Promoters shall furnish to the Purchaser all the detail particulars in respect of such utilization of said floor space index by them. In case, while developing the said property the Promoters have utilized any floor space index of any other land or property by way of T.D.R., floating floor space index, then the particulars of such floor space index shall be disclosed by the Promoters to the Purchaser. The residual F.S.I. in the property or the layout not consumed will be available to the Promoters till the conveyance is executed in favour of the Co operative Housing Society formed by the flat purchasers of this building or federation of society formed by the occupants of all the buildings constructed over the said property as mentioned in the recitals of these presents which form the integral part of these presents. Whereas after the conveyance executed and the title

transferred to the Society or the federation as mentioned herein the residual F.S.I. shall be available to the Society or the Federation as the case may be. It is agreed by the flat Purchasers that the Promoters shall execute the conveyance of the said building and the land underneath to their Co operative Housing Society or federation only after Promoters shall complete the construction work of all the building in the said layout and exhaust all the benefits of FSI available or which may be available to the Promoters on account of any change in rules and regulation increasing The Promoters will endeavour to give possession with Occupation Certificate of the said Apartment/unit to the Purchaser on or before _____ . If the Promoters fail or neglect to give possession of the said Apartment/~~Unit~~ to the Purchaser not on account of reasons beyond the control of or unforeseen by the Promoters or its contractors or its agents by the aforesaid date then the Promoters shall be liable to refund to the Purchaser the amounts already received by the Promoters in respect of the said Apartment/~~Unit~~ (save and except the amount of interest, taxes which may have been paid or become payable by the Purchaser to the Promoters) with interest at State Bank of India Highest Marginal Cost of Lending Rate + 2 % percent per annum from the date the Promoters received the respective amounts till the date the amounts and interest thereon are repaid in full. Till the entire amount and interest thereon is refunded by the Promoters to the Purchaser, the aggregate sum shall, subject to prior encumbrances, if any, be a charge on the said Apartment/~~Unit~~. It is agreed that upon refund of the said amount together with interest as stated hereinabove, the Purchaser shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoters or against the said Apartment or car parking space or the said Property or any part thereof in any manner whatsoever and the Promoters shall be entitled to deal with or dispose of the said Apartment (and Car Parking Space) to any person or party as the Promoters may desire in its absolute discretion without any reference or recourse to the Purchaser. Provided that, the Developer shall be entitled to reasonable extension of time for giving delivery of Apartment on aforesaid date, if the completion of the building in which Apartment is created is delayed on account of

- war, civil commotion, act of god
- any notice, order, rule, notification of government and or other public or competent authority/court.

33. Time is essence for the Promoters as well as the Purchaser. The Promoters shall abide by the time scheduled for completing the project and handing over the Apartment to the Purchaser and the common area to the association of the

Purchasers after receiving Occupation Certificate. Similarly the Purchaser shall make timely payments of the installment/s and other dues payable by him/her and meeting other obligations under this Agreement subject to the simultaneous completion of the project by the Promoters.

34. If the Promoters fail to abide by the time schedule for completing the project and handing over the Apartment to the Purchaser, the Promoters agree to pay to the Purchaser, who does not intend to withdraw from the project, interest at State Bank of India Highest Marginal Cost of Lending Rate + 2 % percent per annum, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. Similarly the Purchaser agrees to pay the Promoters interest at State Bank of India Highest Marginal Cost of Lending Rate + 2 % percent per annum, on all the delayed payment which become due and payable by Purchaser to the Promoters under the terms of this Agreement from the date the said amount is payable by the Purchaser to the Promoters.
35. Without prejudice to the right of Promoters to charge interest in terms of hereinabove on the Purchaser committing a default in payment on due of any amount due and payable by the Purchaser to the Promoters under this Agreement (including his/her share of taxes levied by concerned authorities and other outgoing) and Purchaser committing three defaults of payment of installment/s, the Promoters at their option may terminate this agreement. Provided that, Promoters shall give notice of 15 days in writing to the Purchaser (including by registered post AD) at the address provided by the Purchaser and mail at the email address provided by the Purchaser , of their decision/ intention to terminate this agreement and of specific breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Promoters in the period of notice then at the end of such notice period, Promoters shall be entitled to terminate this agreement. Provided further, that on termination of this Agreement by the Promoters as aforesaid, the Promoters shall be entitled to treat as forfeited 10% of consideration amount referred to aforesaid. Upon termination of this Agreement as aforesaid the Promoters shall also be entitled to claim and recover from the Purchaser the loss and damages suffered by the Promoters for breach of contract by the Purchaser Upon termination and refund (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Promoters within a period of thirty days of termination) the Promoters shall be at liberty to

dispose of and sell the said Apartment and Car Parking Space to such person and at such price and on such terms and conditions as the Promoters may in its absolute discretion think fit.

36. The Purchaser shall take possession of the said Apartment within fifteen days of the Promoters giving written notice to the Purchaser intimating that the said Apartment is ready for use and occupation; Provided, that if within a period of five years from the date of handing over the possession of said Apartment to the Purchaser, the Purchaser brings to the notice of the Promoters any defect in the said Apartment or the said Building or the materials used therein or any unauthorized change by the Promoters in the construction of the said Building then, wherever reasonably possible, such defects or unauthorized changes shall be rectified by the Promoters at their own cost. Provided, that the Purchaser has not made any change in the interior or exterior of the said Apartment from the time when the Purchaser was permitted to carry on interior work, and provided, that the Purchaser shall have kept the said Apartment in the same manner and condition in which it is handed over to the Purchaser, and in case of any change having been made in the interior or exterior or the structure or walls or pipes etc. of the said Apartment, the Purchaser shall be deemed to have waived all its rights under this clause. In case it is not possible for the Promoters to rectify such defects or unauthorized changes, then the Purchaser shall be entitled to rectify the same at his own costs.
37. At the time of taking possession of the said Apartment and in any event within fifteen days of the receipt of the written notice from the Promoters referred to above the Purchaser shall fully satisfy himself with regard to the plumbing, electric, sanitary, water fixtures and fittings, locking devices, doors, windows, tiles and other items and fixtures in the said Apartment and acknowledge in writing to that effect to the Promoters and the Purchaser shall not at any time thereafter raise any dispute, objection or contention whatsoever in that behalf.
38. The Purchaser shall use the said Apartment or any part thereof or permit the same to be used for residential purpose only and shall use the Car Parking Space for purpose of keeping or parking his light motor vehicle.
39. Commencing a week after notice in writing is given by the Promoters to the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Flat) of outgoings in respect of the said land and Building namely local taxes, or such other levies by the concerned local authority and /or

Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and said land and building/s is transferred to it, the Purchaser shall pay to the Promoters such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Flat Purchaser's share is to determined the Purchaser shall pay to the Promoters provisional 24 month's contributions of Rs._____/-(excluding the Municipal Property Taxes) towards the said outgoings. The amount so paid by the Purchaser to the Promoters shall not carry any interest and remain with the Promoters until the management of the building is handed over to the society or federation is formed and the conveyance is executed in favour of the society or federation or a limited company as aforesaid or the management of the building handed over to the said society/ limited company. Subject to the provision of section 6 of the said Act, on such conveyance being executed, the aforesaid deposits (less deductions provided for in this Agreement) shall be paid over by the Promoters to the Society or the Federation, as the case may be Unless the Purchaser has deposited with the Promoters an amount of Rs._____/-(Rupees_____only) by way of provisional deposit, for the initial period from the date of the said premise being ready for possession, towards the aforesaid outgoings, the Promoters shall not be bound to hand over the possession of the said premises to the Purchaser. It is clearly understood that the aforesaid initial deposit does not include the dues the electricity bills and Municipal property Taxes for the purchaser's premises. The Purchaser shall be liable to pay electricity bill and Municipal property Taxes separately. It is understood that the Promoters shall themselves look after the maintenance of the said property and building/s thereof initially for 24 months from the date of completion of the building/s and apply the said deposit towards expenses on this account. If it is found by the Promoters that the said deposit/amounts are not adequate or it is likely to be finished very soon, the Promoters shall have the right to demand the payment of additional amounts from the purchaser, and the purchaser hereby agrees to meet such requisition immediately without protest. Upon formation of a registered co-operative society or the limited company, as the case may be, the Promoters shall handover the amounts, together with surplus, if any to such society and thereafter the society/ condominium, as the case may be, shall be responsible for looking after the said property and operate the bank account. Thereafter, it is for the selected body of

managing committee of the society or the limited company to decide about the quantum of monthly contributions towards maintenance charges etc.

40. Until the said Purchaser/s are admitted as members of the Society, the Purchaser/s shall pay to the Promoters such proportionate share of outgoings as may be determined. At the time of handing over possession of the said Flat, the Purchaser/s shall pay to the Promoters the sum as mentioned in these presents by way of security deposit for payment of such outgoings. The monthly outgoings payable in respect of the Said Premises shall be calculated as per the norms stipulated by MBMC / MCGM at the time of possession. The Purchaser/s undertake/s to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever otherwise interest at the rate of 2% per month will be charged. The right of the Promoters to charge the said interest is without prejudice to their rights including right to terminate this Agreement, levy cancellation charges etc.
41. The Purchaser/s shall use the said Flat only for residential purpose and not for any commercial or other activity. The Purchaser/s shall use the Parking Space/s, if allotted, only for the purpose of keeping or parking of the Purchaser's own light motor vehicle.
42. As part of the transaction contemplated herein, the Purchaser/s shall, simultaneously with Promoters offering possession of the said Flat or on or before delivery of possession, pay to the Promoters, inter alia, the following amounts along with the Service tax or any other taxes, as applicable thereto from time to time, over and above the Sale Price as mentioned in Clause 6 above and all other amount payable by the Purchaser/s under this Agreement or otherwise. The Promoters are entitled to retain and appropriate the same to its own account.

Sr. No.	Particulars	Amount (Rs.)
i)		Towards Legal expense of present agreement
ii)		Towards agreed lumpsum expense for formation of Co-operative housing society/condominium

iii)		Towards contribution of share money and entrance fees. Entrance fee Rs. 100/- extra per person for any additional name mentioned in this agreement.
iv)		Towards reimbursement of expense for installation of electric meter/water meter and electric connection charges / Mira Bhayander Municipal other Charges and other charges.
v)		Towards reimbursement of Mira Bhayander Municipal Corporation Development Charges @ Rs. 50/- per sq. ft. on carpet area
vi)		Towards Corpus Fund (@ Rs. 125/- per Sft on carpet area against deposit charges of Club House.
vii)		Towards Value Added Tax on Agreement Value or Market Value, whichever is higher.
		Total

The Promoters shall not be liable, responsible and / or required to render the account in respect of the amounts mentioned hereinabove. It is hereby clarified that the aforesaid amounts mentioned hereinabove does not include the dues for electricity, gas and other bills for the Said Premises and the Purchaser/s shall be liable to pay electricity, gas and other bills for the individual meters separately. It is further clarified that the list of charges mentioned hereinabove is only indicative and not exhaustive and the Purchaser/s agrees to pay to the Promoters, such other charges or such other amounts under such heads or increase in any of the amounts as the Promoters may indicate without any demur. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Purchaser as advance or deposit, sum received on account of share capital for the Society or towards the outgoings legal charges and shall utilize/neutralize the amount only for the purposes for which they have been received.

43. It is agreed that in the event of any additional amounts becoming payable in respect of items mentioned in above, then the Purchaser/s shall forthwith on demand pay to and/or deposit the additional amounts with the Promoters and the Purchasers shall not raise any objection thereof. The said amount shall not carry any interest.

44. (A) The Purchaser/s by himself/herself/themselves with intention to bind all persons into whose hands the Said Premises and other premises may hereinafter come, hereby covenant/s with the Promoters as follows:
- (i) Not to do or suffer to be done anything in or to the said Buildings, Said Premises, staircase common areas or any passages which may be against the rules, regulations or byelaws of Society, concerned local or any other authority or change/alter or make addition in or to the building or to the Said Premises itself or any part thereof and to maintain the said Flat at the Purchaser's own cost in good repair and condition from the date on which the Purchaser/s is permitted to use the Said Premises. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the Society, concerned local authority and/or other public authority and also pay any penal charges levied by the authorities.
 - (ii) Not to store anything in the refuge floor nor store any goods in the Said Premises which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the said Buildings or storing of such goods which is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the said Buildings and in case any damage is caused to the said Buildings on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach and shall repair the same at his/her/their own costs.
 - (iii) Not to change the user of the said Flat and/or make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the said Flat and not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces and/or refuge areas.
 - (iv) Not to demolish or cause to be demolished the said Flat or any part thereof neither at any time make or cause to be made any addition or alteration of whatsoever nature in or to the said Flat or any part thereof and keep the portion, sewers, drains, pipes in the said Flat and appurtenances thereto in

good repair and condition and in particular so as to support, shelter and protect other parts of the said Buildings.

- (v) Not to make any alteration in the elevation and outside colour scheme of paint and glass of the said Buildings and not cover/enclose the planters and service ducts or any of the projections from the said Flat, within the Said Premises, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Flat without the prior written permission of the Promoters, nor do / cause to do any hammering for whatsoever use on the external / dead walls of the said Buildings or do any act to affect the F.S.I potential of the said Property/ said Larger property.
- (vi) (a) Not to affix any fixtures or grills on the exterior of the said Buildings for the purposes of drying clothes or for any other purpose and undertakes not to have any laundry drying outside the said Flat. The standard design for the same shall be obtained by the Purchaser/s from the Promoters and the Purchaser/s undertake/s to not fix any grill having a design other than the standard design approved by the Promoters. If found that the Purchaser/s has/have affixed fixtures or grills on the exterior of his/her/their premises for drying clothes or for any other purpose or that the Purchaser/s has/have affixed a grill having a design other than the standard approved design, the Purchaser/s shall, on each such occasion, pay to the Promoters a penalty of Rs.10,000/- (Rupees Ten Thousand only).
- (b) The aforesaid penalty/ies shall be payable by the Purchaser/s in addition to the cost of rectification for the default committed. In the event the Purchaser/s fails to pay the penalty and rectify the default of his/her/their obligation within 7 days from committing this default to the satisfaction of the Promoters at his/her/their own cost, then the Promoters through its agents, shall have a right to enter upon the said Flat and dismantle at the Purchaser's cost, such fixtures or grills or air conditioner or the outdoor condensing unit which are in contravention of this sub-clause or any other provision of this Agreement.
- (vii) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property and the said Buildings or any

part thereof or whereby any increase in the premium shall become payable in respect of the insurance.

- (viii) Not to delay / default in payment of the amounts to be paid to the Promoters in addition to the amounts collected in Clause 30 above and pay within 7 days of demand by the Promoters, their share of monies / contribution demanded by any concerned local authority or government, MBMC / M.C.G.M. for giving water, gas connection or any electric supply company for giving electricity or any other service connection to the said Buildings.
- (ix) Not to delay / default in payment of increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority from time to time.
- (x) Not to transfer or assign the Purchaser's right, interest or benefit under this Agreement and / or let, sublet, sell, mortgage and / or otherwise transfer, assign or part with occupation or give on leave and license, care taker, paying guest or tenancy basis or induct any person/s into or part with the said Flat without the prior written consent of the Promoters /Society. Such consent, if granted shall be subject to the terms and conditions imposed and stipulated by the Promoters/Society.
- (xi) Shall not violate and shall abide by all rules and regulations framed by the Promoters / Society, as the case may be.
- (xii) Shall not do or permit or suffer to be done anything in or upon the said Flat or any part of the said Buildings which is or may, or which in the opinion of the Promoters/Society is or may, at any time be or become a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining premises or the neighbourhood provided always that the Promoters shall not be responsible to the Purchaser/s for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the adjoining premises of the said Buildings and the Purchaser/s shall not hold the Promoters so liable;

- (xiii) Shall not obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, within the Said Premises or in or on the common stairways, refuge areas, corridors and passageways in and of the said Buildings.
- (xiv) Shall never in any manner enclose any flower beds/pocket terrace/s and other areas to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the Said Premises and keep the same unenclosed at all time. The Promoters shall have the right to inspect the Said Premises at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Purchaser/s and also to recover costs incurred for such demolition and reinstatement of the Said Premises to its original state.
- (xv) Not to permit any person in the employment of the Purchaser/s (such as domestic help, drivers, cleaners etc.) to sleep and / or occupy the common area of the Buildings such as passage, lobby, stair case and / or any part of the said Property.

Breach of any of these conditions shall cause this Agreement, ipso facto, to come to an end and notwithstanding anything contained to the contrary herein and without prejudice to all other rights that the Promoters may have against the Purchaser/s either under this Agreement or otherwise, the Promoters shall have the right to terminate this Agreement on the breach of the aforesaid conditions consequences as mentioned in clause 15 shall follow of the Sale Price in respect of the Said Premises shall stand forfeited and the Promoters shall be entitled to deduct from the payments made by the Purchaser/s such amounts as they may find proper to compensate for the damage so caused and refund the balance amount of the Sale Price to the Purchaser/s, however if such payments are inadequate, the Promoters shall be entitled to recover further amounts from the Purchaser/s to compensate for the damage so caused and the Purchaser/s hereby consents to the same. The decision of the Promoters in that regard shall be final and binding upon the Purchaser/s shall not dispute the decision of the Promoters in this regard.

B. In addition to the aforesaid conditions, the Purchaser/s further binds himself/herself/themselves in respect of the Said Premises and covenants as under:

- (i) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Said Premises into the compound or the refuge floor or any portion of the said Property and the said Buildings.
- (ii) Shall not at any time cause or permit any public or private nuisance or to use the loud speaker etc in or upon the Said Premises, said Building or the said Property or any part thereof or do anything which shall cause an annoyance, inconveniences, suffering, hardship or disturbance to the occupants or to the Promoters. Further the Purchaser/s shall not keep pets and/or domesticated animals in or upon the Said Premises, the said Buildings or the said Property or any part thereof.
- (iii) Shall not discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon any part of the Said Premises and/or the said Buildings nor litter or permit any littering in the common areas in or around the Said Premises and/or the said Buildings and at the Purchaser's own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated at the Said Premises and/or the said Buildings to the requirement and satisfaction of the Promoters and/or relevant government and statutory authorities.
- (iv) Shall not do either by himself/itself or any person claiming through the Purchaser/s anything which may or is likely to endanger or damage the said Buildings or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the said Buildings. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the said Buildings.

- (v) Shall not display at any place in the said Buildings any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Purchaser/s shall not stick or affix pamphlets, posters or any paper on the walls of the said Buildings or common area therein or in any other place or on the window, doors and corridors of the said Buildings.
 - (vi) Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the said Buildings or the exterior wall of the Said Premises or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or dish antenna any other thing whatsoever save and except the name of the Purchaser/s in such places only as shall have been previously approved in writing by the Promoters in accordance with such manner, position and standard design laid down by the Promoters;
 - (vii) Shall not park at any other place and shall park all vehicles in the allotted/ designated parking lots only as may be prescribed by the Promoters;
45. The Promoters shall have irrevocable, unconditional and unfettered right and be entitled to and the Purchaser/s shall permit the Promoters and its surveyors and agents with or without workmen and others, at all times, to enter into and upon the Premises to view and examine the state and conditions thereof.
46. The Purchaser/s shall, with prior 24 (twenty four) hours intimation, permit the Promoters and their surveyors and agents with or without workmen and others at reasonable times to enter into and upon the Said Premises or any part thereof for the purpose of making, maintaining, rebuilding, cleaning, lighting and keeping in order and good conditions all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the said Buildings and also for the purpose of laying down, maintaining, repairing and also for purpose of cutting of essential services including water supply to or any of the premises of the said Buildings in respect whereof, the Purchaser/s of such other premises, as the case may be, shall have made default in paying his/her/their share of taxes, maintenance charges etc.

47. No forbearance, indulgence or relaxation or inaction by the Promoters at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice its rights to require performance of that provision and any waiver or acquiescence by them of any breach of any of the provisions of these presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.
48. Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s by the Promoters shall not be construed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of the Promoters.
49. As stated herein, the Purchaser/s shall not, without the prior written consent of the Promoters, sell, transfer, mortgage, create charge etc. or otherwise deal with or dispose off the Said Premises or any part thereof. Such consent / refusal shall be at the sole discretion of the Promoters.
50. The Purchaser/s hereby expressly agrees and covenants with the Promoters that in the event of the said Buildings on the said Property being not ready for use and in the event of the Promoters offering occupation of the Said Premises to the Purchaser/s then and in that event the Purchaser/s shall not have any objection to the Promoters completing the construction of the balance building or additional floors on the said Property without any interference or objection. The Purchaser/s further confirms that he/she/they shall not object or dispute construction of the balance building or buildings, wing or wings or additional floors or additional construction or part or parts thereof by the Promoters on any ground including on the ground of nuisance, annoyance or any other ground or reason whatsoever and the Promoters shall be entitled to either themselves or through any nominees to construct and complete the said additional storeys, wing or wings or building or buildings on the said Property as they may desire in their absolute discretion without any interference or objection or dispute by the Purchaser. The Purchaser/s hereby consents to the same time being under any law as applicable.

51. Notwithstanding anything contrary to contained herein or in any other letter, no objection, permission, deeds, documents and writings (whether executed now or in future by the Promoters) and notwithstanding the Promoters giving any no objection/permission for mortgaging the Said Premises or creating any charge or lien on the Said Premises and notwithstanding the mortgages/charges/lien of or on the Said Premises, the Promoters shall have first and exclusive charge on the Said Premises and all the right, title and interest of the Purchaser/s under this Agreement for recovery of any amount due and payable by the Purchaser/s to the Promoters under this Agreement or otherwise.
52. In case the Promoters opt for providing the facilities like club house, fitness or community center, swimming pool etc, for the common benefit of the Purchasers/ members of the buildings/ structure constructed on the said property after completion of the entire project under the layout, the Purchaser herein agrees to pay the additional costs, charges, expenses and maintenance, as may be determined by the Promoters for the same.
53. The Purchaser/s hereby agrees to indemnify and keep indemnified, saved, defended and harmless the Promoters against any or all claims, losses, damages, expenses, costs or other liabilities incurred or suffered by the Promoters from or due to any breach by the Purchaser/s of its covenants, representations and warranties under this Agreement or due to any act, omission, default on the part of the Purchaser/s in complying/performing his/her/their obligations under this Agreement.
54. The Promoters shall not mortgage or create a charge on the said Apartment after the Promoters execute this agreement and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for time being in force , such mortgage or charge shall not affect the right interest of the Purchaser under this Agreement .
55. Forwarding this agreement to the Purchaser by the Promoters doesn't create a binding obligation on the part of the Promoters and/or the Purchaser until firstly, the Purchaser signs and delivers this agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30(thirty) days from the date of receipt by the Purchaser and secondly appears for registration of the same before the concerned sub registrar as in and when intimated by the Promoters. If the Alottee(s) fail/s to execute and deliver to the Promoters this agreement within thirty

days of its receipt by the Purchaser(s) and/or appear/s before the sub-registrar for its registration as and when intimated by the Promoters, then Promoters shall serve notice to the Purchaser(s) for rectifying the default which if not rectified within 15 days of its receipt by the Purchaser(s), booking/allotment of the Purchaser(s) shall be treated as cancelled and all sums deposited by the Purchaser(s) in connection therewith shall be returned to the Purchaser without any interest(subject to adjustment and recovery of any agreed liquidated damages)

56. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent purchaser of the Apartment, in case of transfer, as the said obligations go along with the Apartment for all intents and purposes.
57. Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other purchasers in the project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the project.
58. All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by Registered Post A.D./Under Certificate of Posting/Courier or by hand delivery or by Fax, E-mail to the address of the addressee at his/her/their address hereinbefore mentioned
59. A notice shall be deemed to have been served as follows:
- (i) if personally delivered, at the time of delivery
 - (ii) if sent by courier, Registered (Post) A.D. or by Fax, E-mail at the time of delivery thereof to the person receiving the same
60. For the purposes of this transaction, the details of the PAN of the Promoters and the Purchaser/s are as follows:
- (i) Promoters PAN **ABZFS1280L**
 - (ii) Purchaser/s PAN _____

61. The Purchaser/s shall bear and pay all the amounts payable towards stamp duty, registration charges and all out-of-pocket costs, charges and expenses on all documents for allotment of the Said Premises including on this Agreement. Any consequence of failure to register this Agreement within the time required shall be on the Purchaser's account.
62. The Purchaser/s hereby declares that he/she/they has/have gone through this Agreement and all the documents related to the said Property and the Said Premises and has / have expressly understood the contents, terms and conditions of the same and the Purchaser/s after being fully satisfied has / have entered into this Agreement and further agrees not to raise any objection in regard to the same.
63. This Agreement shall always be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules made thereunder.
64. The transaction covered by this contract at present is not understood to be a sale as defined under the Sales Tax Law. However, due to an order of the Supreme Court this transaction is held to be liable to be taxed as a sale and as such VAT, GST, Service Tax or otherwise, either as a whole or in part and any inputs or materials or equipment used or supplied in execution of or in connection with this transaction are liable to be taxed, and the same shall be payable by the Purchaser along with other buyers/Purchasers on demand at any time.
65. The Promoters shall not be responsible for the consequences arising out of change in law or change in municipal and other laws, rules, regulations etc.

IN WITNESS WHEREOF the Parties have set and subscribed their respective hands and seals to these presents the day and year first hereinabove stated.

THE FIRST SCHEDULE ABOVE REFERRED TO

admeasuring approx. 68,000 sq. ft (Sixty Eight Thousand Square feet) in respect of building- Tower 'C' as per the layout plan approved by Mira Bhayandar Municipal Corporation (MBMC) on 30th May, 2011 being part of all that pieces and parcels of lands bearing Old Survey no. 663, New Survey No. 237, admeasuring H-2, R-34, P-5 i.e. 23450 Sq. Meters Assessed at Rs. 4.69/- of Revenue Village BHAYANDER, Taluka & Dist. Thane, lying being and situate at Bhayander (W), within the limits of Mira-Bhayander

Municipal Corporation, Registration Sub-District of Thane, as more particularly marked and delineated on the plan attached herewith.

THE SECOND SCHEDULE ABOVE REFERRED TO:

Flat No. _____ **on the** _____ **Floor** admeasuring _____ **sq. mtrs**
sq. ft. equivalent to _____ **carpet area** in **Tower “C”** known as ‘**SPAN**
TRIDENT’, with / without podium/ stilt/open Parking No. _____ of Building
“**SPAN TRIDENT**” under construction in the layout of the properties in the First
Schedule hereinabove written.

THE THIRD SCHEDULE ABOVE REFERRED TO

A) Common Areas and facilities of the Said Premises in relation to the said Tower C.

- i. The portion of the said property on which the plinth of the said Tower C shall be constructed and the common service lines such as electricity, water, drainage, common recreation areas.

B) The following facilities located throughout the Tower C.

1. Water tank located on the Tower C.
2. Plumbing network throughout the Tower C.
3. Electric wiring network throughout the Tower C.
4. Necessary light, telephone and public water connections.
5. The foundations and main walls, columns, girders, beams, and roofs of the Tower C.

C) The following facilities located in each of the upper floors are restricted common areas and facilities restricted to the premises of respective floor.

1. A lobby which gives access to the stairway from the Said Premises.

D) Percentage of undivided share of the Said Premises being the proportion, the area of the Said Premises bears to the total area of the layout area of the Building/area of the respective floor.

- i. Common areas and facilities relating to the said Property.

- ii. Restricted common areas and facilities on the respective floor of the said Building on which the Said Premises is located.
- iii. Common areas and facilities relating to the said Building i.e the ramps, podium and open areas (but excluding)
 - a) The parking spaces allotted / given / to be given as a facility free of cost to the respective Purchasers/ holders thereof;

NB : The aforesaid percentage is tentative and is liable to change in the event of there being a change in the layout of the Property and/or in the Building plans of the said Building.

THE FOURTH SCHEDULE ABOVE REFERRED TO

AMENITIES

LIVING

- Vitrified 800mm X 800mm flooring.
- Anodized sliding window.
- Designer entrance door with ultra-modern lock
- One fixed mosquito net shutter in all the rooms.
- Internal wall of entire flat to be Gypsum finished with Smooth O.B.D./ Luster Paint.

KITCHEN

- Modular kitchen
- Granite Kitchen platform with stainless steel sink.
- Service platform
- PVC body antirust exhaust fan
- Drying yard in kitchen.

BATHROOM

- Anti-skid rustic tiles.
- Designer full door height dado.
- Flush door.
- Jaguar C.P. fittings or equivalent.
- Good quality sanitary wares.
- Point for exhaust fan.
- Branded Geyser in Master Bathroom

SECURITY

- CCTV in entrance lobby and intercom connected to each flat.
- Modern fire protection system.
- Professionally managed 24 hours security.
- Advanced fire fighting system.
- ELECTRICAL
- Concealed copper wiring with modular switches.
- AC point in bedroom

- Safety feature like MCB & ELCB
- Prewired internal & telephone connectivity.
- TV point in living & Master bedroom

BUILDING

- Aesthetically designed exclusive building elevation
- Well decorated double height entrance lobby.
- High speed Lifts.
- Generator backup for lift, water pump, staircase light.
- Underground water tanks with sufficient storage capacity.
- Rain harvesting system in the complex.
- Solar system.

SIGNED SEALED AND DELIVERED by }
the within named “**PROMOTERS**” }
SUMIT STAR LAND DEVELOPERS LLP}
by the hands of its Designated Patner/s }
MR. SANJAY V. PATEL }
In the presence of... }
1._____ }
2._____ }

SIGNED AND DELIVERED by }
the Within named “**PURCHASER/S**” }
Mr /Mrs./ M/s._____ }
_____ }
_____ }
_____ }
In the presence of... }
1._____ }
2._____ }

R E C E I P T

RECEIVED the sum of Rs. _____/- (Rupees _____
_____) **Only** as part / full
payment from the within named Purchaser by cheque/s drawn
on _____, in the manner as follows:-

Sr No	Amount (Rs.)	Less T.D.S.	Cheque Amount	Cheque No.	Dated	Drawn on Bank
1.						
2.						
3.						
4.						
5.						
6.						
7.						

We Say Received,

FOR SUMIT STAR LAND DEVELOPER LLP

Designated Partner/ Authorized signatory