

**ALLOTMENT LETTER**

Date: \_\_\_\_\_

To,

\_\_\_\_\_ (Allottee/s Name)

\_\_\_\_\_ (Address of Allottee/s)

Dear Sir/Madam,

1. We are pleased to allot you a Commercial / Residential Apartment bearing No. \_\_\_\_\_ on \_\_\_\_\_ floor of Building No. \_\_\_\_\_ (hereinafter referred to as 'the said Building') of "**SIGNATURE RESIDENCY**", Patlipada, Ghodbunder Road, Thane (W) - 400607 having **Carpet Area** of \_\_\_\_\_ sq. ft. equivalent to \_\_\_\_\_ square meters and the **Exclusive Areas** of the Apartment \_\_\_\_\_ square meters aggregating to **Total Area** of \_\_\_\_\_ square meters (hereinafter referred to as 'the said Apartment') for the consideration of Rs. \_\_\_\_\_/- including Rs. \_\_\_\_\_ being the proportionate price of the common areas and facilities appurtenant to the premises. The Carpet Area, Exclusive Areas, External wall and the Internal partition walls shall have the meaning ascribed in Recital mentioned in Real Estate (Regulation and Development) Act, 2016.
2. The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s, covered car parking space situated at \_\_\_\_\_ being constructed in the layout for the consideration of Rs. \_\_\_\_\_/-
3. The total aggregate consideration amount for the Apartment including covered parking spaces is thus Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).
4. The Allottee/s has paid on or before execution of this Allotment Letter a sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as advance payment or application fee and hereby agrees to pay to the Promoter, the balance amount of purchase consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) in the following manner :-

| <b>Sr. No.</b> | <b>Details</b>                                                                                       | <b>Amount %</b> |
|----------------|------------------------------------------------------------------------------------------------------|-----------------|
| a)             | On or before (including advance Payment or application fess) .....                                   |                 |
| b)             | On Initiation of 15th Slab                                                                           |                 |
| c)             | On Initiation of 19th Slab                                                                           |                 |
| d)             | On Initiation of Final Slab                                                                          |                 |
| e)             | On Initiation of External Plaster, Elevation, Terraces with Waterproofing, Staircases, lift Wells    |                 |
| f)             | On Initiation of the lifts installation, Staircases, Lobbies, plinth protection, paving of the areas |                 |
| g)             | On possession after receiving Occupancy Certificate                                                  |                 |

5. You shall on or before delivery of possession of the said Apartment pay to us/Promoters, the following amounts:-

- i. Rs. \_\_\_\_\_/- (for Individual), and Rs. \_\_\_\_\_/- (for Company) towards share money, Rs. \_\_\_\_\_/- application entrance fee of the Society or Limited Company / Federation / Apex body.
- ii. Rs. \_\_\_\_\_/- for formation and registration of the Society or Limited Company / Federation / Apex body.
- iii. Rs. \_\_\_\_\_/- towards non-refundable Club House cost.
- iv. Rs. \_\_\_\_\_/- towards provisional contribution towards outgoings of Society / Federation / Apex body
- v. Rs. \_\_\_\_\_/- towards Development Charges
- vi. Rs. \_\_\_\_\_/- towards Legal & Documentation charges
- vii. Rs. \_\_\_\_\_/- provisional amount towards the deposit/premium/charges/expenses for procuring and using electric, water, drainage, sewerage connections etc., will be extra and payable at the time of possession.

The non-refundable club house cost quoted as aforesaid are/shall be over and above the maintenance and usage charges for the club i.e. there will be separate charges for usage as well as maintenance and management of the club house.

6. We have informed you and you are aware that –

- i. The Promoters have registered the Project under the provisions of the Said Act and the Rules framed thereunder with the Real Estate Regulatory Authority No. \_\_\_\_\_

- ii. We are constructing / have constructed the Said Building "A-1" with \_\_\_\_\_ floors and "A-2" with \_\_\_\_\_ floors, as a part of layout development of the project named as "Signature Residency".
  - iii. Charges on monthly basis will be extra, as applicable for usage, maintenance and the operation of the Club House to be paid to the Promoters or to the Society of the Allottee/s.
  - iv. The possession of the Said Apartment will be handed over to you on or before \_\_\_\_\_ provided the we have received the full purchase price of the Said Apartment and other amounts payable to us, as per this allotment letter and Agreement for Sale to be executed with you and provided the construction of the said Building is not delayed on account of non-availability of steel, cement or other building material, water or electric supply and no act of God, Civil Commotion, Riot, War or any notice, Order, Rule, Notification of the Government and/or any other Public Body and/or Competent Authority and/or any order of Court / Tribunal / Forum and/or any reasons and/or circumstances beyond control of the Promoters, has disturbed the construction schedule of the Said Building and there is no delay in issue of Occupation Certificate by the concerned Planning Authority of Thane Municipal Corporation and circumstances beyond the control of the Promoters. If the Promoters for any of the aforesaid reasons beyond the control of the Promoters is unable to give possession of the Said Apartment by the date stipulated hereinabove, the Promoters shall be entitled to proportionate extension of time for handing over possession of the said Apartment. It is specifically agreed by the Allottee/s that, during such proportionate extension period, Allottee/s shall not be entitled to and shall not be allowed to cancel this Agreement and/or claim any interest.
7. The Agreement for Sale of the Said Apartment, containing the detailed terms and conditions for the sale of the Said Apartment has been shown to you and has been approved by you and agreed upon between us, which will be executed immediately by you on payment of ten per cent of the total consideration of the said Apartment. In the event of your not coming forward to execute and register Agreement within a stipulated period of 30 days, then we are entitled to sell / allot the said Apartment to any third person without taking any prior consent from you. In such event, we will be entitled to deduct there from 10% of the total Consideration. In such event, you will not be entitled to make any claim of whatsoever nature to the said Apartment.

8. Stamp duty & registration charges on Agreement for Sale of the Said Apartment shall be borne by you alone.
9. You have confirmed that this Letter of Allotment supersedes previous writing/s and document/s, if any, exchanged / executed between us in respect of this Transaction and that only this Letter of Allotment constitutes the entire understanding / agreement arrived at between the parties hereto for sale of the Said Apartment.
10. Please note that each of the aforesaid installments are to be paid by you as stipulated in demand notice/s which shall be sent to you, by email and at your above mentioned address. The notice issued to you as aforesaid, shall be deemed to be a good service upon you. The time stipulated in the demand notice/s shall be the essence of the Contract in this behalf. In the event of non-payment of any of the installments as per the demand notice/s, then at the end of such notice period, we shall be entitled to terminate this Allotment letter/Agreement and in such event you shall be liable to pay to us 25% of the total consideration for purchase of the Apartment as liquidated damages.
11. Any communication, including notices for intimation for completion of work, demand notices and any other communication pertaining to the Said Apartment, will be forwarded to your E-mail ID as given by you. i.e. \_\_\_\_\_ and your above mentioned address. You undertake to intimate us immediately in the event of any change in your E-mail ID and/or address.
12. Without prejudice to our right of termination as aforesaid, you shall be liable to pay monthly compoundable 12% interest from the date the amount become due till payment to us on all such delayed payments.
13. The amount/s paid by you to us shall be appropriated firstly towards taxes payable by you, then towards interest payable for all outstanding installments towards consideration in respect of the Said Apartment, cheque bounce charges, if any, then any administrative expenses and lastly towards consideration/outstanding dues in respect of the Said Apartment.
14. Please note that any liability arising out of Service Tax provision and/or VAT and/or GST, including all increase and/or addition/s thereon or any other taxes as may be applicable from time to time in respect of this Allotment / transaction mentioned herein, shall be borne and paid by you alone.

15. We have informed you and you are aware that as per Finance Act of 2013, TDS is applicable on transfer of immovable property, wherein the consideration of the property exceeds or is equal to Rs. 50 Lakhs. Section 194 IA of the Income Tax Act, 1961 for all such transactions with effect from June 1, 2013, Tax @ 1% should be deducted by the purchaser of the property at the time of making payment of sale consideration and submit copy of challans to us.

16. TDS certificate in Form 16B is required to be issued by you as a final confirmation of credit to Theme Infraprojects Pvt. Ltd., in respect of the taxes deducted and deposited into the Government Account.

Yours faithfully,

**Theme Infraprojects Pvt Ltd.,**

**I/We Confirm**

**Director / Authorised Signatory**

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### **AGREEMENT FOR SALE**

ARTICLES OF AGREEMENT made at Thane this \_\_\_\_day of \_\_\_\_\_, in the year Two Thousand \_\_\_\_\_, BETWEEN **M/s. THEME INFRAPROJECTS PVT. LTD.**, a company incorporated under the provisions of Companies Act, 1956 having its office at 1<sup>st</sup> Floor, Abhimaan II, Teen Haath Naka, Near Damani Estate, L.B.S. Marg , Thane (W) - 400 602, PAN : AADCT0328E, hereinafter referred to as “**The PROMOTER**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor/s and assigns) of the **One Part**

AND

\_\_\_\_\_age \_\_\_\_ having PAN: \_\_\_\_\_ having their address at \_\_\_\_\_ hereinafter referred to as the ‘ALLOTTEE/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/her/their respective heirs, executors, administrators and permitted assigns and in the case of a Partnership Firm the partners for the time being constituting the firm and the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them and their/his/her permitted assigns and in the case of a body corporate its successors and assigns) of the **OTHER PART**;

In this Agreement, unless the context otherwise implies the expression defined hereunder shall have the respective meanings assigned to them.

- i. The singular wherever used shall include plural and vice-versa.
- ii. The masculine gender used herein shall include feminine and/or neutral gender wherever applicable.

WHEREAS:

1.

- A. One Shri Dwarkadas Ratanshi Sheth, during his lifetime and after his demise, Smt. Kanta Rasiklal Mackhecha & others (hereinafter referred to as 'the said Mackhecha') was the owner of the property being all that piece and parcel of land bearing S. No. 114, Hissa No. 2, admeasuring 7,200 sq. mtrs. or thereabout (hereinafter referred to as 'the said entire land'). The said entire land was being cultivated by Shri Dharma Rama Vad (hereinafter referred to as 'the said Dharma').
- B. However, one Shri Laxman Chima Dalvi (hereinafter referred to as 'the said Laxman') initiated proceedings in accordance with the provisions of the Tenancy Act and as such the name of the said Laxman erroneously came to be incorporated in the Holder's column of the revenue extract pertaining to the said entire land and the effect thereof came to be reflected vide M. E. No. 1797 (hereinafter referred to as 'the said M. E.'). By accepting the amount fixed in 32G proceedings carried out under the said Tenancy Act, the said Mackhecha's have acknowledged and accepted the ownership rights of the said Laxman as well as extinguishment of their right, title and interest upon the said entire land. Upon the entire amount as fixed under 32G proceedings being fully paid up by the said Laxman, 32M Certificate in respect thereof came to be granted on 07/11/2001 in favour of the said Laxman in respect of the said entire land.
- C. Upon obtaining knowledge in respect of the aforementioned facts and being aggrieved by the aforementioned recordings, the said Dharma filed an appeal bearing No. 5/93 before Sub-Divisional Officer, Thane, Division Thane wherein a settlement was arrived at by and between the parties thereto and they decided to distribute the ownership of the said entire Land between themselves to the extent of 4300 sq. mtrs. and 3000 sq. mtrs. respectively and according to the settlement arrived at as mentioned therein, the proceedings of the said appeal came to be carried out and finally, the Sub-Divisional Officer granted orders wherein he admitted that mistake has been committed in

recording the said M.E. and also directed to rectify/modify the said M.E. by incorporating the name of the said Dharma to the extent of 4300 sq. mtrs. Since the said Dharma expired on 27/12/1995, the names of his legal heirs viz. 1) Smt. Mainabai Dharma Vad, 2) Shri Dhakal Dharma Vad, 3) Shri Laxman Dharma Vad, 4) Barkubai Dharma Vad, 5) Marya Dharma Vad (since deceased) a) Smt. Bhimabai Marya Vad, b) Parshuram Marya Vad, c) Tukaram Marya Vad, d) Pintu Marya Vad, e) Dadu Marya Vad & f) Shevanti Vasant Dandekar recorded in all the revenue extracts pertaining to the portion of land admeasuring 4300 sq. mtrs. out of the said entire land (hereinafter referred to as 'the said First Property') vide Order dated 04/12/1995. The said Original Owners belong to Schedule Tribes.

- D. Parshuram Marya Vad expired on 24/07/2008 leaving behind him his widow Smt. Devika, two sons Anil and Sainath and two daughters Sharmila & Sarita as his only legal heirs.
- E. Laxman Dharma Vad expired on 14/03/2010 leaving behind him his two sons Santosh and Sunil and daughter Kamal as his only legal heirs.
- F. Sunil Laxman Vad expired on 22/03/2011 leaving behind him his widow Smt. Anita and two daughters Vrushali & Akshata as his only legal heirs.

2.

- A. One Janya Rama Vad, during his life time acquired the land bearing Survey No. 111, admeasuring 3240 sq. mtrs., Survey No. 114, Hissa No. 1 admeasuring 3500 sq. mtrs. under the provisions of the Tenancy Act (hereinafter referred to as 'the Second Property').
- B. The said Janya Rama Vad expired on 20/10/1968 leaving behind him Dharma, Sakharam, Sitaram, Jethya, Kakadi and Budhi as his only legal heirs.
- C. As per the oral partition, the said Second Property came in the share of the said Dharma and therefore, the names of the other heirs of late Shri Janya were deleted from the 7/12 Extracts pertaining to the said Second Property. After demise of the said Dharma, the names of his legal heirs came to be mutated in revenue records pertaining to the said Second property.

- 3. In the circumstances as recited hereinabove, 1) Smt. Mainabai Dharma Vad, 2) Shri Dhakal Dharma Vad, 3) Smt. Barkubai Dharma Vad, 4) Shri Santosh Laxman Wad, 5) Smt. Kamal Vasant Gavit, 6) Smt. Bhimabai Marya Vad, 7)

Smt. Devkabai Parshuram Vad, 8) Shri Anil Parshuram Vad, 9) Shri Sainath Parshuram Vad, 10) Kum. Sharmila Parshuram Vad, 11) Smt. Sarita Gurunath Hadal, 12) Shri Tukaram Marya Vad, 13) Smt. Anita Sunil Wad, 14) Kum. Vrushali Sunil Wad, 15) Kum. Akshata Sunil Vad, 16) Shri Pintu Marya Vad, 17) Shri Dadu Marya Vad, 18) Smt. Shevanti Vasant Dandekar and 19) Smt. Bayma Mahadu Vadhan (hereinafter collectively referred to as 'the Original Owners') were absolutely entitled to said First Property and the said Second Property (the said First Property and the said Second Property shall hereinafter collectively be referred to as "the said property") and more particularly described in the schedule hereunder written and more particularly shown by red colour boundary line on the map annexed hereto and marked as Annexure 'A'.

4. The Addl. Collector and Competent Authority, Thane Urban Agglomeration passed Order u/s.8 (4) bearing No. ULC/TA/TE-7/Kolshet/SR-203 dated 21/02/2006 under the provisions of Urban Land (Ceiling & Regulations) Act, 1976 (hereinafter referred to as "the Ceiling Act"), in respect of the total holdings of the said Original Owners which includes the said property wherein the said Authority has declared that the Original Owners do not hold any surplus land out of their total holdings. An authenticated copy whereof is annexed hereto & marked as Annexure 'B';
5. By a Release Deed dated 20/09/2007 (hereinafter referred to as 'the said First Deed'), made and executed by and between the Original Owners No. 2 therein referred to as the Releasee of the one part and Smt. Tulsibai Ragho Aahire alias Aahede therein referred to as 'the Releasor of the other part, the Releasor therein released and relinquished all her 1/5<sup>th</sup> undivided right, share, title, interest and claim whatsoever in the said Second property alongwith other properties absolutely in favour of the Releasee out of natural love and affection and upon the terms and conditions therein contained. The said First Deed is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. 6996/2007;
6. By a Release Deed dated 21/09/2007 (hereinafter referred to as 'the said Second Deed'), made and executed by and between the Original Owners No. 2 therein referred to as the Releasee of the one part and Smt. Savitri alias Shevanti alias Vandana Chandrakant alias Babu Baraf therein referred to as 'the Releasor of the other part, the Releasor therein released and relinquished all her 1/3<sup>rd</sup> undivided right, share, title, interest and claim whatsoever in the said Second property alongwith other properties absolutely in favour of the Releasee out of natural love and affection and upon the terms and conditions therein contained. The said Second Deed is

registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. 7026/2007;

7. By a Release Deed dated 21/09/2007 (hereinafter referred to as 'the said Third Deed'), made and executed by and between the Original Owners No. 2 therein referred to as the Releasee of the one part and Smt. Indubai alias Kamlabai Devlya Koti therein referred to as 'the Releasor of the other part, the Releasor therein released and relinquished all her 1/5<sup>th</sup> undivided right, share, title, interest and claim whatsoever in the said Second property alongwith other properties absolutely in favour of the Releasee out of natural love and affection and upon the terms and conditions therein contained. The said Third Deed is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. 7027/2007;
8. By a Release Deed dated 26/09/2007 (hereinafter referred to as 'the said Fourth Deed'), made and executed by and between the Original Owners No. 2 therein referred to as the Releasee of the one part and Smt. Kunda Halya Vad alias Kunda Basuraj God therein referred to as 'the Releasor of the other part, the Releasor therein, for self and on behalf of her minor heirs, released and relinquished all their undivided right, share, title, interest and claim whatsoever in the said Second property alongwith other properties absolutely in favour of the Releasee upon the terms and conditions therein contained. The said Fourth Deed is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. 7130/2007;
9. By a Release Deed dated 27/09/2007 (hereinafter referred to as 'the said Fifth Deed'), made and executed by and between the Original Owners No. 2 therein referred to as the Releasee of the one part and Shri Shankar Halya Vad therein referred to as 'the Releasor of the other part, the Releasor therein released and relinquished all his 1/3<sup>rd</sup> undivided right, share, title, interest and claim whatsoever in the said Second property along with other properties absolutely in favour of the Releasee out of natural love and affection and upon the terms and conditions therein contained. The said Fifth Deed is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. 7175/2007;
10. By a Release Deed dated 03/10/2007 (hereinafter referred to as 'the said Sixth Deed'), made and executed by and between the Original Owners No. 2 therein referred to as the Releasee of the one part and Shri Shankar Halya Vad therein referred to as 'the Releasor of the other part, the Releasor therein, for self and on behalf of his minor heirs, released and relinquished all their undivided right, share, title, interest and claim whatsoever in the said Second property alongwith other properties absolutely in favour of the

Releasee upon the terms and conditions therein contained. The said Sixth Deed is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. 5247/2007;

11. By a Release Deed dated 03/10/2007 (hereinafter referred to as 'the said Seventh Deed'), made and executed by and between the Original Owners No. 2 therein referred to as the Releasee of the one part and Shri Shankar Halya Vad therein referred to as 'the Releasor of the other part, the Releasor therein released and relinquished all his 1/3<sup>rd</sup> undivided right, share, title, interest and claim whatsoever in the said Second property along with other properties absolutely in favour of the Releasee out of natural love and affection and upon the terms and conditions therein contained. The said Seventh Deed is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. 5248/2007;
12. By a Release Deed dated 03/10/2007 (hereinafter referred to as 'the said Eighth Deed'), made and executed by and between the Original Owners No. 2 therein referred to as the Releasee of the one part and Smt. Savitri alias Shevanti alias Vandana Chandrakant alias Babu Baraf therein referred to as 'the Releasor of the other part, the Releasor therein, for self and on behalf of her minor heirs, released and relinquished all their undivided right, share, title, interest and claim whatsoever in the said Second property alongwith other properties absolutely in favour of the Releasee upon the terms and conditions therein contained. The said Eighth Deed is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. 5249/2007;
13. By a Release Deed dated 03/10/2007 (hereinafter referred to as 'the said Ninth Deed'), made and executed by and between the Original Owners No. 2 therein referred to as the Releasee of the one part and Smt. Savitri alias Shevanti alias Vandana Chandrakant alias Babu Baraf therein referred to as 'the Releasor of the other part, the Releasor therein released and relinquished all her 1/3<sup>rd</sup> undivided right, share, title, interest and claim whatsoever in the said Second property alongwith other properties absolutely in favour of the Releasee out of natural love and affection and upon the terms and conditions therein contained. The said Ninth Deed is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. 5250/2007;
14. By a Release Deed dated 03/10/2007 (hereinafter referred to as 'the said Tenth Deed'), made and executed by and between the Original Owners No. 2 therein referred to as the Releasee of the one part and Smt. Kunda Halya Vad alias Kunda Basuraj God therein referred to as 'the Releasor of the other part, the Releasor therein, for self and on behalf of her minor heirs, released and

relinquished all their undivided right, share, title, interest and claim whatsoever in the said Second property along with other properties absolutely in favour of the Releasee upon the terms and conditions therein contained. The said Tenth Deed is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. 5251/2007;

15. By a Release Deed dated 03/10/2007 (hereinafter referred to as 'the said Eleventh Deed'), made and executed by and between the Original Owners No. 2 therein referred to as the Releasee of the one part and Smt. Kunda Halya Vad alias Kunda Basuraj God therein referred to as 'the Releasor of the other part, the Releasor therein released and relinquished all her 1/3<sup>rd</sup> undivided right, share, title, interest and claim whatsoever in the said Second property along with other properties absolutely in favour of the Releasee out of natural love and affection and upon the terms and conditions therein contained. The said Eleventh Deed is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. 5252/2007;

16. By a Release Deed dated 03/10/2007 (hereinafter referred to as 'the said Twelfth Deed'), made and executed by and between the Original Owners No. 2 therein referred to as the Releasee of the one part and Smt. Tulsibai Ragho Aahire alias Aahede therein referred to as 'the Releasor of the other part, the Releasor therein, for self and on behalf of her minor heirs, released and relinquished all their undivided right, share, title, interest and claim whatsoever in the said Second property alongwith other properties absolutely in favour of the Releasee upon the terms and conditions therein contained. The said Twelfth Deed is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. 5253/2007;

17. By a Release Deed dated 03/10/2007 (hereinafter referred to as 'the said Thirteenth Deed'), made and executed by and between the Original Owners No. 2 therein referred to as the Releasee of the one part and Smt. Tulsibai Ragho Aahire alias Aahede therein referred to as 'the Releasor of the other part, the Releasor therein released and relinquished all her 1/5<sup>th</sup> undivided right, share, title, interest and claim whatsoever in the said Second property alongwith other properties absolutely in favour of the Releasee out of natural love and affection and upon the terms and conditions therein contained. The said Thirteenth Deed is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. 5254/2007;

18. By a Release Deed dated 05/10/2007 (hereinafter referred to as 'the said Fourteenth Deed'), made and executed by and between the Original Owners No. 2 therein referred to as the Releasee of the one part and Smt. Indubai alias Kamlabai Devlya Koti therein referred to as 'the Releasor of the other

part, the Releasor therein released and relinquished all her 1/5<sup>th</sup> undivided right, share, title, interest and claim whatsoever in the said Second property alongwith other properties absolutely in favour of the Releasee out of natural love and affection and upon the terms and conditions therein contained. The said Fourteenth Deed is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. 5299/2007;

19. By a Release Deed dated 05/10/2007 (hereinafter referred to as 'the said Fifteenth Deed'), made and executed by and between the Original Owners No. 2 therein referred to as the Releasee of the one part and Smt. Indubai alias Kamlabai Devlya Koti therein referred to as 'the Releasor of the other part, the Releasor therein, for self and on behalf of her minor heirs, released and relinquished all their undivided right, share, title, interest and claim whatsoever in the said Second property alongwith other properties absolutely in favour of the Releasee upon the terms and conditions therein contained. The said Fifteenth Deed is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. 5300/2007;

20. By a Release Deed dated 05/10/2007 (hereinafter referred to as 'the said Sixteenth Deed'), made and executed by and between the Original Owners No. 2 therein referred to as the Releasee of the one part and Smt. Ladki alias Changunabai Ganpat Kawaad therein referred to as 'the Releasor of the other part, the Releasor therein, for self and on behalf of her minor heirs, released and relinquished all their undivided right, share, title, interest and claim whatsoever in the said Second property alongwith other properties absolutely in favour of the Releasee upon the terms and conditions therein contained. The said Sixteenth Deed is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. 5301/2007;

21. By a Release Deed dated 05/10/2007 (hereinafter referred to as 'the said Seventeenth Deed'), made and executed by and between the Original Owners No. 2 therein referred to as the Releasee of the one part and Smt. Ladki alias Changunabai Ganpat Kawaad therein referred to as 'the Releasor of the other part, the Releasor therein released and relinquished all her 1/5<sup>th</sup> undivided right, share, title, interest and claim whatsoever in the said Second property alongwith other properties absolutely in favour of the Releasee out of natural love and affection and upon the terms and conditions therein contained. The said Seventeenth Deed is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. 5302/2007;

22. By a Release Deed dated 08/10/2007 (hereinafter referred to as 'the said Eighteenth Deed'), made and executed by and between the Original Owners No. 2 therein referred to as the Releasee of the one part and Smt. Janaku alias

Janaki Shanivar Thaapad (Valvi) therein referred to as 'the Releasor of the other part, the Releasor therein released and relinquished all her 1/6<sup>th</sup> undivided right, share, title, interest and claim whatsoever in the said Second property alongwith other properties absolutely in favour of the Releasee out of natural love and affection and upon the terms and conditions therein contained. The said Eighteenth Deed is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. 5316/2007;

23. By a Release Deed dated 08/10/2007 (hereinafter referred to as 'the said Nineteenth Deed'), made and executed by and between the Original Owners No. 2 therein referred to as the Releasee of the one part and Smt. Janaku alias Janaki Shanivar Thaapad (Valvi) therein referred to as 'the Releasor of the other part, the Releasor therein, for self and on behalf of her minor heirs, released and relinquished all their undivided right, share, title, interest and claim whatsoever in the said Second property alongwith other properties absolutely in favour of the Releasee upon the terms and conditions therein contained. The said Nineteenth Deed is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. 5317/2007;

24. By a Release Deed dated 11/10/2007 (hereinafter referred to as 'the said Twentieth Deed'), made and executed by and between the Original Owners No. 2 therein referred to as the Releasee of the one part and Shri Arjun Sitaram Wad therein referred to as 'the Releasor of the other part, the Releasor therein released and relinquished all his 1/5<sup>th</sup> undivided right, share, title, interest and claim whatsoever in the said Second property alongwith other properties absolutely in favour of the Releasee out of natural love and affection and upon the terms and conditions therein contained. The said Twentieth Deed is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. 5387/2007 on 12/10/2007;

25. By a Release Deed dated 11/10/2007 (hereinafter referred to as 'the said Twenty-First Deed'), made and executed by and between the Original Owners No. 2 therein referred to as the Releasee of the one part and Shri Arjun Sitaram Wad therein referred to as 'the Releasor of the other part, the Releasor therein, for self and on behalf of his minor heirs, released and relinquished all their undivided right, share, title, interest and claim whatsoever in the said Second property alongwith other properties absolutely in favour of the Releasee upon the terms and conditions therein contained. The said Twenty-First Deed is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. 5388/2007 on 12/10/2007;

26. By a Release Deed dated 11/10/2007 (hereinafter referred to as 'the said Twenty-Second Deed'), made and executed by and between the Original

Owners No.2 therein referred to as the Releasee of the one part and Smt. Ratan alias Laxmi Ankush Laakhan therein referred to as 'the Releasor of the other part, the Releasor therein released and relinquished all her 1/6<sup>th</sup> undivided right, share, title, interest and claim whatsoever in the said Second property alongwith other properties absolutely in favour of the Releasee out of natural love and affection and upon the terms and conditions therein contained. The said Twenty-Second Deed is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. 5399/2007 on 12/10/2007;

27. By a Release Deed dated 11/10/2007 (hereinafter referred to as 'the said Twenty-Third Deed'), made and executed by and between the Original Owners No.2 therein referred to as the Releasee of the one part and Smt. Ratan alias Laxmi Ankush Laakhan therein referred to as 'the Releasor of the other part, the Releasor therein, for self and on behalf of her minor heirs, released and relinquished all their undivided right, share, title, interest and claim whatsoever in the said Second property alongwith other properties absolutely in favour of the Releasee upon the terms and conditions therein contained. The said Twenty-Third Deed is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. 5400/2007 on 12/10/2007;

28. By a Release Deed dated 11/10/2007 (hereinafter referred to as 'the said Twenty-Fourth Deed'), made and executed by and between the Original Owners No. 2 therein referred to as the Releasee of the one part and Smt. Kalpana alias Janabai Tukaram Bhuyaal therein referred to as 'the Releasor of the other part, the Releasor therein released and relinquished all her 1/6<sup>th</sup> undivided right, share, title, interest and claim whatsoever in the said Second property alongwith other properties absolutely in favour of the Releasee out of natural love and affection and upon the terms and conditions therein contained. The said Twenty-Fourth Deed is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. 5401/2007 on 12/10/2007;

29. By a Release Deed dated 11/10/2007 (hereinafter referred to as 'the said Twenty-Fifth Deed'), made and executed by and between the Original Owners No. 2 therein referred to as the Releasee of the one part and Smt. Kalpana alias Janabai Tukaram Bhuyaal therein referred to as 'the Releasor of the other part, the Releasor therein, for self and on behalf of her minor heirs, released and relinquished all their undivided right, share, title, interest and claim whatsoever in the said Second property alongwith other properties absolutely in favour of the Releasee upon the terms and conditions therein contained. The said Twenty-Fifth Deed is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. 5402/2007 on 12/10/2007;

30. Sakharam Janu Vad and others claimed right in the said property and accordingly filed an application dated 15/10/2007 before the Addl. Collector and Competent Authority under the Urban Land (Ceiling and Regulation) Act, Thane Urban Agglomeration, Thane requesting for verification of M.E. Nos. 1302 and 2147. However, in the said matter, the Hon'ble Addl. Collector and Competent Authority, upon examination, did not find the said Sakharam Janu Vad having any right, title and/or interest in the said property. Being aggrieved by the said order, the said Sakharam filed another application before the Hon'ble Addl. Collector and Competent Authority, Thane Urban Agglomeration, Thane, who ordered reverification/re-examination of M.E. Nos. 2147, 2427 & 2428 as well as of the Sale Order/permission granted to the said Original Owners on 21/02/2006 and also upon application, issued the order to maintain Status Quo to the parties therein. Being aggrieved by the aforesaid Order, the said Original Owners, the heirs of the said Sakharam Janu Vad and others filed application bearing No. RTS/128/2007 in the office of Sub-Divisional Office, Thane Division, Thane, wherein the heirs of the said Sakharam Janu Vad clarified that the hereinbefore mentioned all the matters had been filed solely with the purpose of creating mischief by persons whose offer to purchase the said property were turned down by said Original Owners No. 2 and that neither the said Sakharam Vad nor any of his heirs and others had any dispute in respect of the subject M.E.'s since the same were mutated with their knowledge and consent. The Hon'ble SDO was pleased to cancel the reverification/re-examination of the subject M.E.'s and also directed the heirs of the said Sakharam Vad to initiate civil proceedings, if required.
31. By a Release Deed dated 20/01/2009 (hereinafter referred to as 'the said Twenty-Sixth Deed'), made and executed by and between the Original Owners No. 2 therein referred to as the Releasee of the one part and 1) Smt. Anandibai Sakharam Vad, 2) Shri Chandrakant Sakharam Vad, 3) Smt. Sitabai (Sukar) Vasant Hadal, 4) Smt. Ratan alias Laxmibai Ankush Laakhan, 5) Smt. Janaku alias Janaki Shanivar (Thaapad) Valavi and 6) Smt. Kalpana alias Janabai Tukaram Bhuyaal therein referred to as the Releasor of the other part, the Releasor therein rectified the mistakes inevitably being committed in the Release Deed previously executed by them respectively due to lack of proper documents pertaining to the said Second property alongwith other properties and therefore released and relinquished their undivided right, title, interest and share in the aforementioned property absolutely in favour of the Releasee out of natural love and affection and upon the terms and

conditions therein contained. The said Twenty-Sixth Deed is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. 493/2009.

32. By a Release Deed dated 21/01/2009 (hereinafter referred to as 'the said Twenty-Seventh Deed'), made and executed by and between the Original Owners No. 2 therein referred to as the Releasee of the one part and Smt. Mangali Jagan Laambad & others therein referred to as the Releasor of the other part, the Releasor therein rectified the mistakes inevitably being committed in the Release Deed previously executed by them respectively due to lack of proper documents pertaining to the said Second property along with other properties and therefore released and relinquished their undivided right, title, interest and share in the aforementioned property absolutely in favour of the Releasee out of natural love and affection and upon the terms and conditions therein contained. The said Twenty-Seventh Deed is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. 525/2009.

33. By a Release Deed dated 05/02/2010 (hereinafter referred to as 'the said Twenty-Eighth Deed'), made and executed by and between the Original Owners No. 2 therein referred to as the Releasee of the one part and Shri Krushna Jetha Vad and others therein referred to as the Releasor of the other part, the Releasor therein rectified the mistakes inevitably being committed in the Release Deed previously executed by them respectively due to lack of proper documents pertaining to the said Second property along with other properties and therefore released and relinquished their undivided right, title, interest and share in the aforementioned property absolutely in favour of the Releasee out of natural love and affection and upon the terms and conditions therein contained. The said Twenty-Eighth Deed is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. 1300/2010

34. Shri Sanjay Indrajit Pande (hereinafter referred to as "the said Owner") on behalf of the said Original Owners obtained all requisite permissions and orders including permission bearing No. 2710/1312/P. No. 24/P-9 dated 03/05/2011 r/w Maha. Govt./Office-4/TE-1/Tenancy/S.R.120/2010 dated 13/12/2011 u/s.36-A(1)(B) and 36 A (2) of the Maharashtra Land Revenue Code, 1966 (hereinafter referred to as "the said orders") to sell, transfer, convey and assign the said property in favour of the said Owner subject to the terms and conditions therein contained. Authenticated copies of the said orders are annexed hereto & marked as Annexure "C".

35. By order bearing No. TD/TE-6/KUV/Thane/VP/S.R. 94/2011 dated 25/11/2011, passed by the Sub-Divisional Officer, Thane, under Sec.43 of the

Tenancy Act, the said Original Owners have been permitted to sell the said property to the said Owner subject to the terms and conditions therein contained. An authenticated copy whereof is annexed hereto & marked as Annexure 'D'.

36. By a Deed of Conveyance dated 17/12/2011 (hereinafter referred to as 'the said Deed'), executed by and between the said Owner therein referred to as the Purchaser of the One Part and the Original Owners therein referred to as the Owners of the Other Part, the Owners therein sold, transferred, assured & conveyed to the Purchaser therein and the Purchaser therein purchased and acquired from the Owners therein all their right, title, interest and claim whatsoever in respect of the said property at & for the consideration and upon the terms & conditions therein contained. The said Deed is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. 11323 dated 19/12/2011;
37. By virtue of the said Deed, the name of the said Owner has been mutated in Revenue Records as owner of the said property and the said Owner has been in possession thereof since then without any hindrance of whatsoever nature;
38. In the premises aforesaid, the said Owner became the absolute owner of the said property;
39. By and under Agreement for Sale dated 11/10/2012 (hereinafter referred to as "the said Agreement"), made and executed by and between the said Owner therein referred to as the Vendor of the one part and the Promoter herein therein referred to as the Purchaser of the other part, the Vendor therein has agreed to sell, transfer and assign all his right, title and interest of whatsoever nature in the said property to the Purchaser therein and the Purchaser therein has agreed to purchase the same from the Vendor therein at and for consideration and upon the terms and conditions therein contained. The said Agreement is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. 8498/2012;
40. In pursuance of the said Agreement, the said Owner has also executed Power of Attorney dated 11/10/2012 in favour of the person nominated by the said Promoter (hereinafter referred to as "the said POA") in order to enable him to do all acts, deeds, matters and things in respect of the said property as contained therein. The said POA is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. 8499 on 11/10/2012.
41. As per the sanctioned Development Plan of the Municipal Corporation of the city of Thane (hereinafter referred to as 'the said Corporation'), an area

admeasuring 4196.304 sq. mtrs. is reserved for 40.0 M D. P. Road, area admeasuring 1027.655 sq. mtrs. is reserved for Garden, an area admeasuring 815.031 sq. mtrs. is reserved for H. C. M. T. R., an area admeasuring 225.004 is reserved for Bus Bay (Sub-Plot No. B) and an area admeasuring 239.718 is reserved under Additional Road (hereinafter collectively referred to as 'the said reserved portion') out of the said property.

42. The Promoter has, through its Architect prepared building plans of the said property and submitted the same to the said Corporation on behalf of the said Owner for approval and the same has been sanctioned by the Corporation vide V.P. No. S05/0018/09 TMC/TDD/0721/12 dated 29/11/2012 subject to the terms and conditions therein contained. An authenticated copy whereof is annexed hereto & marked as Annexure 'E'.
43. By a Release Deed dated 29/11/2012 (hereinafter referred to as 'the said Twenty-Ninth Deed'), made and executed by and between the said Owner therein referred to as the Releasee of the one part and Shri Ravte Vasant Damu and 4 others therein referred to as 'the Releasors of the other part, the Releasors therein released, surrendered and relinquished all their possessory right, title, interest and claim whatsoever in the said First property to the extent of 250 sq. ft. of land together with structure standing thereon absolutely in favour of the Releasee therein as well as confirmed and consented to the right and title of the said Original Owners to the said property as well as reassured and confirmed the execution of the said Deed with their knowledge and consent at or for the consideration and upon the terms and conditions therein contained. The said Twenty-Ninth Deed is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. 10036/2012 on 30/11/2012;
44. By a Declaration dated 19/12/2012 (hereinafter referred to as 'the said Declaration'), the Promoter has, on behalf of the said Owner, surrendered and handed over the aforementioned said reserved portion in favour of the said Corporation upon the terms and conditions therein mentioned. The said Declaration is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. 10865/2012 on 24/12/2012.
45. By a Release Deed dated 10/05/2013 (hereinafter referred to as 'the said Thirtieth Deed'), made and executed by and between the said Owner therein referred to as the Releasee of the one part and Smt. Anandibai Sakharam Vad and 5 others therein referred to as 'the Releasors of the other part, the Releasors therein released, surrendered and relinquished all their possessory right, title, interest and claim whatsoever in the said First property as well as the structure standing thereon absolutely in favour of the

Releasee therein as well as confirmed and consented to the right and title of the said Original Owners to the said property as well as reassured and confirmed the execution of the said Deed with their knowledge and consent at or for the consideration and upon the terms and conditions therein contained. The said Thirtieth Deed is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. 5144/2013;

46. The Promoter, on behalf of the said Owner, has also obtained Non-Agricultural Permission bearing No. Revenue/K-1/Te-1/Village Koshet/NAP/SR-64/2013 dated 05/08/2013 from the Collector, Thane in respect of the said property subject to the terms and conditions therein contained. An authenticated copy whereof is annexed hereto and marked as Annexure 'F';

47. The Promoter has agreed to avail credit facilities in the nature of Term Loan of Rs.13,00,00,000/- (Rupees Thirteen Crores Only) from The Karur Vysya Bank, Thane Branch (hereinafter referred to as 'the said Bank') upon the terms and conditions contained in the Sanction Letter dated 28/08/2013 and Modification in Sanction Terms dated 01-11-2013 of the said Bank.

The Promoter has repaid the entire loan of Rs.13,00,00,000/- (Rupees Thirteen Crores Only) alongwith the interest thereon to the said Bank against which the said Bank has issued No Dues Certificate dated 20/08/2016. An authenticated copy whereof is annexed hereto & marked as Annexure 'G'

By a Deed of Reconveyance dated 20/12/2016 (hereinafter referred to as the 'said Deed of Reconveyance') executed by and between the said Bank therein referred to as the Mortgagee of the One Part and the Promoter therein referred to as the Mortgagor of the Other Part, the Mortgagee therein granted, reassigned, reconveyed, released and discharged forever the claim unto the Mortgagor therein in respect of the said Mortgaged Properties more particularly described in the Schedule thereunder written upon the terms and conditions contained therein. The said Deed of Reconveyance is duly registered with the Sub-Registrar of Assurances at Thane vide Sr. No. TNN5-13941-2016

48. The Commencement Certificate bearing V. P. No. S05/0018/09 TMC/TDD/0957/13 dated 03/10/2013 in respect of the said property has also been granted by the said Corporation subject to the terms and conditions therein mentioned. An authenticated copy whereof is annexed hereto and marked as Annexure 'H'

49. That the said Laxman and the said Owner have got the boundaries of their respective land out of the said entire land i.e. the portion admeasuring 3000 sq. mtrs. owned by the said Laxman as well as the said First Property owned

by the said Owner, demarcated by the TILR on 08/11/2013 and the same has been fixed and confirmed by them as well as the TILR as reflected in Hissa Form No. 4. Further proceedings relating to further sub-division of the Hissa No. of the said entire land as per the demarcation and its notification in the form of Hissa Form No. 12 and separate 7/12 extracts with renumbered Hissa Nos. of the said Survey No. in respect of the said entire property have been completed and in respect thereof M. E. No. 2873 has been certified and accordingly the said entire property has been renumbered as S. No. 144 Hissa No. 2B admeasuring 3000 sq. mtrs. and S. No. 114 Hissa No. 2A admeasuring 4300 sq. mtrs. respectively.

50. One Shri Kishor Pandurang Bhangare has filed a suit being Special Civil Suit No. 66 of 2014 in the court of Hon'ble Civil Judge (S.D.) Thane at Thane (hereinafter referred to as 'the said suit') against Smt. Indibai Deu Kothi & 15 others (including the said Owner and the said Corporation) for declaration and injunction. The said suit is pending for further proceedings; however, no prohibitory orders have been passed therein in respect of the said property till date.

51. The Promoter intends to construct two buildings being Building No. A-1 comprising of Basement + Ground (P) + Stilt (P) +1<sup>st</sup> to 18<sup>th</sup> upper floors + 19<sup>th</sup> (P) floor and Building Nos. A-2 comprising of Basement + Ground (P) + Stilt (P) +1<sup>st</sup> to 14<sup>th</sup> upper floors on the said Property to be known as "SIGNATURE RESIDENCY" shown on the plan thereof hereto annexed and marked as Annexure A-1 by crossed lines. The Promoter intends to construct Building No. A-1 upto \_\_\_\_ upper floors and Building No. A-2 upto \_\_\_\_ upper floors upon making requisite payment to the said Corporation and obtaining the premium FSI from the said Corporation.

52. The Promoter is now desirous of selling the premises including open spaces such as garden terrace, basement etc. appurtenant to or adjoining or abutting certain flat/premises, situated in the said buildings being Building No. A-1 and A-2 comprising of Basement + Ground (P) + Stilt (P) + 1<sup>st</sup> to 18<sup>th</sup> upper floors + 19<sup>th</sup> (P) floor and Basement + Ground (P) + Stilt (P) +1<sup>st</sup> to 14<sup>th</sup> upper floors respectively which are being constructed on the said property as per the sanctioned plan (hereinafter referred to as 'the said Buildings'), on Ownership Basis and are entering into separate agreements for sale of such premises with various Allottee/s on similar terms and conditions as herein contained (save and except such modifications as may be necessary or considered desirable by the Promoter/the said Corporation);

53. The Promoter is in possession of the said property.

54. The Promoter has entered into a standard agreement with M/s. Manav Consultants, Architects and Interior Designers and the said agreement is as per the prescribed format prescribed by the Council of Architect.
55. A copy of the certificate of Title issued by the Advocate of the Promoter, authenticated copies of Property Card or Village Forms of VI and 7/12 Extract or any other relevant revenue record showing the nature of the title of the said Owner to the said Property on which the said buildings are to be constructed have been annexed hereto and marked as Annexure 'I' & 'J' respectively. The Allottee/s hereafter shall not be entitled to make any requisition or call for any further documents of title of the said property and Promoter's right of development.
56. The Promoter has also appointed RCC specialist and Structural Engineer Mr. Rajan Tipnis for preparation of the structural designs and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the buildings.
57. The Promoters have registered the Project under the provisions of the Said Act and the Rules framed thereunder with the Real Estate Regulatory Authority No. \_\_\_\_\_ authenticated copy is attached in Annexure A4.
58. On demand from the Allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the said property, building plans, designs and specifications prepared by the Promoter's Architects, M/s. Manav Consultants, and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules made thereunder.
59. The authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure A-1.
60. The authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure A-2.
61. The authenticated copies of plans and specifications of the apartments agreed to be purchased by the Allottee/s as sanctioned and approved by the local authority have been annexed and marked as Annexure "A-3" respectively;

62. The Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said buildings and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupation Certificate of the said Buildings.
63. While sanctioning the said plans, concerned local authority and/or Government has laid down certain terms, conditions stipulations and restrictions which are to be observed and performed by the Promoter while developing the said property and the said building/s and upon due observance and performance of which only the completion and Occupation Certificates in respect of the said buildings shall be granted by the concerned local authority.
64. The Promoter has accordingly commenced construction of the buildings in accordance with sanctioned plans.
65. The Allottee/s has applied to the Promoter for allotment of a commercial/residential apartment bearing No. \_\_\_\_\_ on \_\_\_\_\_ floor in Building No. \_\_\_\_\_ to be/being constructed in \_\_\_\_\_ Phase of the said project.
66. The Carpet Area of the said Apartment under RERA is \_\_\_\_\_ square meters and Exclusive Areas of the said Apartment is \_\_\_\_\_ square meters aggregating to \_\_\_\_\_ square meters ("**Total Area**"). For the purposes of this Agreement
- A. "**Carpet Area**" means the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the Apartment and
  - B. "**Exclusive Areas**" means exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/s,
  - C. All walls which are constructed or provided on an external face of an apartment shall be regarded as "external wall" and
  - D. All walls or independent columns constructed or provided within an apartment shall be regarded as "internal partition wall".
67. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations

contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

68. Prior to the execution of these presents the Allottee/s has paid to the Promoter a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only, being part payment of the sale consideration of the said Apartment agreed to be sold by the Promoter to the Allottee/s as advance payment or Application Fee (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee/s has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

69. Under Sec.13 of the Act, the Promoter are required to execute a written agreement for sale of the said Apartment to the Allottee/s being in fact these presents and also to register the said agreement for sale under the Registration Act, 1908.

70. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee/s hereby agrees to purchase the said Apartment and/or the garage/covered parking (if applicable) at or for the consideration and on ownership basis in the manner appearing hereinafter.

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

1) The Promoter shall construct 2 buildings being Building No. A-1 comprising of Basement + Ground (P) + Stilt (P) + 1<sup>st</sup> to 18<sup>th</sup> upper floors + 19<sup>th</sup> (P) floor & Building Nos.A-2 comprising of Basement + Ground (P) + Stilt (P) + 1<sup>st</sup> to 14<sup>th</sup> upper floors (hereinafter referred to as 'the said buildings') to be known as "SIGNATURE RESIDENCY" on the said property in accordance with the building plans sanctioned by the Corporation which have been shown by crossed lines on the Plan annexed hereto and marked as Annexure A-1. However, the Promoter shall be entitled to construct Building No. A-1 upto \_\_\_\_ upper floors and Building No. A-2 upto \_\_\_\_ upper floors upon making requisite payment to the said Corporation and obtaining the premium FSI from the said Corporation.

PROVIDED THAT the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the Apartment of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law.

- A. The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s, Commercial / Residential Apartment bearing No. \_\_\_\_ on \_\_\_\_ floor of Building No. \_\_\_\_ comprising of Basement + Ground (P) + Stilt (P) +1<sup>st</sup> to \_\_\_\_ upper floors (hereinafter referred to as `the said Building`) of “SIGNATURE RESIDENCY” having **Carpet Area** of \_\_\_\_ sq. ft. equivalent to \_ square meters and the **Exclusive Areas** of the Apartment \_\_\_\_ square meters aggregating to **Total Area** of \_\_\_\_ square meters (hereinafter referred to as `the said Apartment`) as shown on the floor plan hereto annexed and marked as Annexure ‘A-3’ and more particularly described in **Schedule ‘A’** hereunder written) for the consideration of Rs. \_\_\_\_\_ including Rs. \_\_\_\_\_ being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule annexed herewith and marked as Annexure ‘K’. The Carpet Area, Exclusive Areas, External wall and the Internal partition walls shall have the meaning ascribed to it in Recital mentioned hereinabove.
- B. The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s, covered car parking space No. \_\_\_\_ situated at \_\_\_\_ being constructed in the layout for the consideration of Rs. \_\_\_\_\_/-
- C. The total aggregate consideration amount for the Apartment including **covered** parking spaces is thus Rs.\_\_\_\_/- (Rupees \_\_\_\_\_) only.
- D. The Allottee/s has paid on or before execution of this agreement a sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as advance payment or application fee and hereby agrees to pay to the Promoter, the balance amount of purchase consideration of Rs. \_\_\_\_\_/- ( Rupees \_\_\_\_\_) in the following manner :-

| <u>Sr. No.</u> | <u>Details</u>                                                     | <u>Amount %</u> |
|----------------|--------------------------------------------------------------------|-----------------|
| a)             | On or before (including advance Payment or application fess) ..... |                 |
| b)             | On Initiation of 15th Slab                                         |                 |
| c)             | On Initiation of 19th Slab                                         |                 |
| d)             | On Initiation of Final Slab                                        |                 |
| e)             | On Initiation of External Plaster, Elevation, Terraces with        |                 |

|    |                                                                                                      |  |
|----|------------------------------------------------------------------------------------------------------|--|
|    | Waterproofing, Staircases, lift Wells                                                                |  |
| f) | On Initiation of the lifts installation, Staircases, Lobbies, plinth protection, paving of the areas |  |
| g) | On possession after receiving Occupancy Certificate                                                  |  |

E. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment.

- i. The Allottee/s is aware that the Allottee/s has to deduct the applicable Tax Deduction at Source (TDS) at the time of making of actual payment or credit of such sum to the account of the Promoter, whichever is earlier as per section 194IA of the Income Tax Act, 1961. Further, the Allottee/s shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.
- ii. The Allottee/s further agrees and undertakes that if the Allottee/s fails and/or neglects to deduct the tax at source or fails to pay the same after deduction, the Allottee/s alone shall be deemed to be an assessee in default in respect of such tax and the Promoter shall not be liable for any statutory obligations / liability for non-payment of such TDS.
- iii. It is further agreed by the Allottee/s that at the time of Possession of the Apartment, if any discrepancy is found in actual form 16B & 26AS, the Allottee/s has to pay equivalent amount as interest free security deposit and resolve the same within 4(four) months from the date of possession. This deposit will be refunded to Allottee/s once the discrepancy is rectified within aforesaid time. Provided further that in case the Allottee/s fails to resolve the discrepancy within the stipulated period of 4 (four) months from such Possession Date then the Promoter shall be entitled to forfeit the said deposit against the amount receivable from the Allottee/s, which amount was deducted by the Allottee/s from the payments to the Promoter on account of TDS but not paid to the credit of the Central Government. The quantum of such taxes, levies, duties, cesses, charges as decided/quantified by the Promoter.

- iv. The consideration mentioned in clause No. 1(iii) hereinabove is net consideration and Allottee/s shall be liable to pay all the taxes payable thereupon including but not limited to VAT, Service Tax, GST, cess etc. The said taxes shall be paid by the Allottee/s immediately on demand.
- F. The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.
- G. The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee/s by discounting such early payments @ 9 % per annum for the period by which the respective installment has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Allottee/s by the Promoter.
- H. The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the Building is complete and the 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 three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to the Allottee/s, the Promoter shall demand the same from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(i) of this Agreement.
- I. The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful

outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

2) The Promoter hereby agrees to

- A. observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Apartment to the Allottee/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Apartment.
- B. Time is of essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s and the common areas to the association of the Allottee/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (iv) herein above. ("Payment Plan").

3) The Promoter hereby declares that the Floor Space Index available as on date in respect of the said property is \_\_\_\_ square meters only and Promoter has planned to utilize Floor Space Index of by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed their intention to use proposed Floor Space Index of \_\_\_\_\_ sq. mtrs. becoming available on the project land shall be utilized by him on the said property in the said Project and Allottee/s has agreed to purchase the said Apartment based on the proposed construction and sale of Apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4)

A. If the Promoter fails to abide by the time schedule for completing the project and handing over the said Apartment to the Allottee/s, the Promoter agrees to pay to the Allottee/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession. The Allottee/s agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Promoter.

B. Without prejudice to the right of Promoter to charge interest in terms of sub clause 4.1 above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing three defaults of payment of installments, the Promoter shall be entitled at their own option, to terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee/s, by Registered Post AD at the address provided by the Allottee/s and e-mail at the e-mail address provided by the Allottee/s, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, the Promoter shall be entitled to terminate this Agreement and in such event the Allottee/s shall be liable to pay 25% of the total consideration for the purchase.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall, after deducting an amount equal to 25% of the total consideration payable hereunder, refund to the Allottee/s the balance of the sale price which the Allottee/s may have till then paid to the Promoter without any interest on the amount within a period of thirty days of the termination. And upon termination of this Agreement, pending refund of the amount as aforesaid, the Promoter shall be at liberty to dispose off and to sell the said Apartment to such person or persons at such price and on such conditions as the

Promoter may desire and think fit in its absolute discretion and the Allottee/s shall have no objection for the same.

- C. Any overdue payments so received will be first adjusted against Interest then towards statutory dues and subsequently towards outstanding principal amounts.
  - D. Without prejudice to the other rights of the Promoter hereunder, the Promoter shall in respect of any amounts remaining unpaid by the Allottee/s under this Agreement, have a first charge / lien on the Apartment and the Car Parking space and the Allottee/s shall not transfer his/her/their/its rights under this Agreement, in any manner whatsoever, without making full payment of all amounts payable by the Allottee/s under this Agreement, to the Promoter. It is hereby clarified that for the purposes of this Agreement payment shall mean the date of credit of the amount in the account of the Promoter.
- 5) The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts to be provided by the Promoter in the said building and the said Apartment are set out in Annexure 'L' annexed hereto.
- 6) The Promoter shall give possession of the said Apartment to the Allottee/s on or before \_\_\_\_\_ day of \_\_\_\_ 20\_\_ Provided that the promoter has received the full purchase price of the said apartment and other amounts payable by the Allottee/s to the Promoters under this presents and provided the construction of said building is not delayed on account of non-availability of steel, cement or other building material, water or electric supply and war, civil commotion or act of God; any notice, order, rule, notification of the Government and/or other public or competent authority/court or changes in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development of the project and there is no delay in issue of Occupancy certificate by Thane Municipal Corporation and /shall or Planning Authority and circumstances beyond the control of the Promoters. If the Promoters for any of the aforesaid reasons beyond the control of the Promoter is/shall are unavailable to give the possession of the said apartments by the date stipulated herein above, the Promoter shall be entitled to proportionate extension of time for handing over possession of the said apartment. It is specifically agreed by the Allottee/s that, during such proportionate extension period, Allottee/s shall not be entitled to and shall not be allowed to cancel this agreement and shall/or claim any interest. If the Promoters fails or neglects to give possession of the Apartment to the Allottee/s even after the period so extended because of any the aforesaid reasons, then the Promoters shall be liable on demand to refund to the

Allottee/s amounts already received in respect of the Apartments along with interest at the rate of 12% per annum. It is agreed that upon refund of said amount with interest as aforesaid the Allottee/s shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the promoters or in respect of the said apartment and shall/or said building or the project land in any manner whatsoever and the Promoters shall be entitled to deal with and dispose of the said apartments to any person or party as the Promoter may desire.

7)

- A. Procedure for taking possession - The Promoter, upon obtaining the occupation certificate from the competent authority and the payment made by the Allottee/s as per the agreement shall offer in writing the possession of the said Apartment to the Allottee/s in terms of this Agreement to be taken within 1 (three) months from the date of issue of such notice and the Promoter shall give possession of the said Apartment to the Allottee/s, provided the Allottee/s had not committed breach of any of the terms and conditions of this agreement. The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoter or association of Allottee/s, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the occupation certificate of the Project.
- B. The Allottee/s shall take possession of the said Apartment within 15 days of the written notice from the Promoter to the Allottee/s intimating that the said Apartment is ready for use and occupation:
- C. Failure of Allottee/s to take Possession of said Apartment: Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee/s shall take possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said Apartment to the Allottee/s. In case the Allottee/s fails to take possession within the time provided in clause 7.1 such Allottee/s shall continue to be liable to pay maintenance charges, electricity charges, municipal taxes and any other taxes levied by any competent authorities, as applicable.
- D. If within a period of five years from the date of handing over the said Apartment to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the said Apartment or the building

in which the said Apartment is situated then, subject to clause 14 hereunder and provided the Allottee/s is not guilty or responsible for such defect, wherever possible such shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to compensation for such defect in the manner as provided under the Act after following the due process of law. However, it is specifically agreed by and between the Promoters and the Allottee/s does any alteration and/or cause damage to the waterproofing in the Apartment, the Promoters shall not be liable for any defect liability.

E. After receiving possession from the Promoter, the Promoter shall not be responsible for the cost of re-instating and/or repairing damage caused by the Allottee/s and the Allottee/s alone shall be liable to rectify and reinstate the same at his own costs.

8) The Allottee/s shall use the said residential Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the garage or parking space only for purpose of keeping or parking vehicle. The Allottee/s agrees not to change the user of the said Apartment without prior consent in writing of the Promoter and any unauthorised change of user by the Allottee/s shall render this Agreement voidable at the option of the Promoter and the Allottee/s in that event shall not be entitled to any right arising out of this Agreement.

9) The Allottee/s along with other Allottee/s of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and the registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee/s, so as to enable the Promoter to register the common organisation of Allottee/s. No objection shall be taken by the Allottee/s if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

A. The Promoter shall, within three months issuance of Occupation certificate of the said Building, and the Promoters receiving full and

final payment from the Allottee/s due and pending of Fifty one percent of the Total apartments in the said building to the Promoters, cause to be transferred to the society all the right or Limited Company all the right, title and the interest of the Promoter in the said structure of the Building or wing in which the said Apartment (excluding basements and podiums), subject to the Promoters rights to dispose of the remaining Apartments, if any.

- B. Within 15 days after notice in writing is given by the Promoter to the Allottee/s that the Said Apartment is ready for use and occupation, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said Apartment) of outgoings in respect of the said property and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the said property and building/s until the Society or Limited Company is formed and the said structure of the buildings are transferred to it, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee/s further agrees that till the Allottee/s share is so determined. The Allottee/s further agrees to pay to the Promoter provisional monthly contribution of Rs. \_\_\_\_\_ /- per month towards the outgoings. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the buildings is executed in favour of the respective society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the buildings the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

10) The Allottee/s shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts:

- A. Rs. \_\_\_\_\_/- (for Individual), Rs. \_\_\_\_\_/- (for Company) towards share money, Rs. \_\_\_\_\_/- application entrance fee of the Society or Limited Company / Federation / Apex body.
- B. Rs. \_\_\_\_\_/- for formation and registration of the Society or Limited Company / Federation / Apex body.

- C. Rs. \_\_\_\_\_/- towards non-refundable Club House cost.
- D. Rs. \_\_\_\_\_/- towards provisional contribution towards outgoings of Society / Federation / Apex body
- E. Rs. \_\_\_\_\_/- towards Development Charges
- F. Rs. \_\_\_\_\_/- towards Legal & Documentation charges
- G. Rs. \_\_\_\_\_/- provisional amount towards the deposit/premium/charges/expenses for procuring and using electric, water, drainage, sewerage connections etc., will be extra and payable at the time of possession.

The amount towards provisional outgoings, as contained hereinabove will be transferred by the Promoter to the Society as and when management of the said Building is transferred to such Society, after deducting therefrom of arrears of taxes and expenses. It is agreed that the Promoter is not liable to pay any interest on the aforesaid amounts towards provisional outgoings.

The Allottee/s shall also be liable to pay before taking possession, the deposit for the payment of property taxes and water charges for the period of 24 months. The maintenance charges mentioned herein above is excluding the amount of property taxes and water charges.

11) The Allottee/s shall pay to the Promoter a sum of Rs. \_\_\_\_\_/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12) At the time of registration of conveyance or Lease of the structure of the building, the Allottee/s shall pay to the Promoter, the Allottee/s share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building. At the time of registration of conveyance or Lease of the said building/property, the Allottee/s shall pay to the Promoter, the Allottee/s share of stamp duty and registration charges payable, by the respective societies on such conveyance or lease or any document or instrument of transfer in respect of the common property, amenities and facilities upon the said property to be executed in favour of the Society formed/to be formed on the said property.

13) REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

- A. The Promoter hereby represents and warrants to the Allottee/s as follows:
- i. The said Promoter has clear and marketable title in respect of the said property; as declared in the title report annexed to this agreement and the Promoter has the requisite rights to carry out development upon the said property and also has actual, physical and legal possession of the said property for the implementation of the Project;
  - ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the said Property and shall obtain requisite approvals from time to time to complete the development of the project/said property;
  - iii. There are no litigations pending before any Court of law with respect to the said property or Project except those disclosed in the title report and in the Declaration in Form "B" uploaded on the website of RERA Authority.
  - iv. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said property and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, said property and said building shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said property, Building and common areas;
  - v. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
  - vi. The Promoter have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said property, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement;

- vii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee/s in the manner contemplated in this Agreement;
- viii. At the time of execution of the Conveyance Deed of the structure to the association of Allottee/s, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure jointly and proportionately to all the Association of the Allottee/s;
- ix. The Promoter have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- x. No Notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the said property and/or the Project except those disclosed in the title report.

B. The Promoter has informed to the Allottee/s and the Allottee/s is aware that as per the Scheme envisaged by the Promoter as follows:

- i. The Promoter intends to develop the said property to be known as "SIGNATURE RESIDENCY".
- ii. The Promoter has commenced construction of two buildings namely Building No. A-1 comprising of Basement + Ground (P) + Stilt (P) + 1<sup>st</sup> to 19<sup>th</sup> (p) upper floors and Building No. A-2 comprising of Basement + Ground (P) + Stilt (P) + 1<sup>st</sup> to 14<sup>th</sup> upper floors on the said property shown on the plan thereof hereto annexed & marked as **Annexure 'A'** by crossed lines. However, the Promoter intends to construct the said Building No. A-1 upto 1<sup>st</sup> + \_\_\_\_ upper floors and said Building No. A-2 upto 1<sup>st</sup> + \_\_\_\_ upper floors upon making requisite payment to the said Corporation and obtaining the premium FSI from the said Corporation.
- iii. The Promoter intends to construct a Club House comprising of Ground + 1<sup>st</sup> Floor and swimming pool on the portion of the said property in accordance with the layout sanctioned/to be

sanctioned by the Corporation. Each residential apartment Allottee/s of the said building alongwith the Allottee/s of apartment in the Buildings to be constructed on the property shall have right to use the said Club House subject to the terms & conditions that may be imposed by the Promoter or the Society, as the case may be.

- iv. The Promoter, will form a common Society in respect of commercial and residential premises of the said buildings being Building No. A-1 and A-2. They will execute conveyance in respect of the structure of the buildings and of the internal as well as common amenities and facilities provided in the said property and will cause the said Owner to execute conveyance of the said property in favour of the Society. The nature of the organization to be formed in respect of the buildings to be constructed on the said property and the type of transfer documents to be executed in favour of the organization to be formed in respect of the buildings to be constructed on the said property shall be determined at the sole discretion of the Promoter;
- v. The Promoter have availed Loan Facility up to a limit of Rs. 13,00,00,000/- (Rupees Thirteen Crores Only) from Karur Vyasya Bank (hereinafter referred to as 'the said Bank') by an Indenture of Mortgage dated 12/11/2013 (hereinafter referred to as 'the said Mortgage Deed') and as a security for the repayment of the said amount along with interest & other monies that may become due & payable to the said Bank, the Promoter have created Mortgage in respect of their properties including the said property in favour of the said Bank. The said Mortgage Deed is registered with the Sub-Registrar of Assurances at Thane under Sr. No. TNN5-11262-2013.
- vi. The Promoter has repaid the entire loan of Rs.13,00,00,000/- (Rupees Thirteen Crores Only) alongwith the interest thereon to the said Bank against which the said Bank has issued No Dues Certificate dated 20/8/2016.
- vii. By a Deed of Reconveyance dated 20/12/2016 (hereinafter referred to as the 'said Deed of Reconveyance') executed by and between the said Bank therein referred to as the Mortgagee of the One Part and the Promoter therein referred to as the Mortgagor of the Other Part, the Mortgagee therein

granted, reassigned, reconveyed, released and discharged forever the claim unto the Mortgagor therein in respect of the said mortgaged property more particularly described in the Schedule thereunder written upon the terms and conditions contained therein. The said Deed of Reconveyance is duly registered with the office Sub-Registrar of Assurances at Thane vide Sr. No. TNN5-13941-2016

- viii. By a Declaration dated 19/12/2012 (hereinafter referred to as 'the said Declaration'), the Promoter has, on behalf of the said Owner, surrendered and handed over the aforementioned said reserved portion in favour of the said Corporation upon the terms and conditions therein mentioned. The said Declaration is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. 10865/2012 on 24/12/2012.
- ix. One Shri Kishor Pandurang Bhangare has filed the said Suit being Special Civil Suit No. 66 of 2014 in the court of Hon'ble Civil Judge (S.D.) Thane at Thane against Smt. Indibai Deu Kothi & 15 others (including the said Owner and the said Corporation) for declaration and injunction. The said suit is pending for further proceedings; however, no prohibitory orders has been passed therein in respect of the said property till date.
- x. Sakharam Janu Vad and others claimed right in the said property and accordingly filed an application dated 15/10/2007 before the Addl. Collector and Competent Authority under the Urban Land (Ceiling and Regulation) Act, Thane Urban Agglomeration, Thane requesting for verification of M.E. Nos.1302 and 2147. However, in the said matter, the Hon'ble Addl. Collector and Competent Authority, upon examination, did not find the said Sakharam Janu Vad having any right, title and/or interest in the said property. Being aggrieved by the said order, the said Sakharam filed another application before the Hon'ble Addl. Collector and Competent Authority, Thane Urban Agglomeration, Thane, who ordered reverification/re-examination of M.E. Nos.2147, 2427 & 2428 as well as of the Sale Order/permission granted to the said Original Owners on 21/02/2006 and also upon application, issued the order to maintain Status Quo to the parties therein. Being aggrieved by the aforesaid Order, the said Original

Owners, the heirs of the said Sakharam Janu Vad and others filed application bearing No. RTS/128/2007 in the office of Sub-Divisional Office, Thane Division, Thane, wherein the heirs of the said Sakharam Janu Vad clarified that the hereinbefore mentioned all the matters had been filed solely with the purpose of creating mischief by persons whose offer to purchase the said property were turned down by said Original Owners No. 2 and that neither the said Sakharam Vad nor any of his heirs and others had any dispute in respect of the subject M.E.'s since the same were mutated with their knowledge and consent. The Hon'ble SDO was pleased to cancel the reverification/re-examination of the subject M.E.'s and also directed the heirs of the said Sakharam Vad to initiate civil proceedings, if required.

- xi. The Promoter has informed the Allottee/s and the Allottee/s is aware that in addition to construction of the buildings in the Project, the Promoter will be entitled to construct common amenities and facilities for the Project such as pump rooms, meter rooms, underground tanks, sewerage treatment plant, watchman room, substation for power supply company etc. on the Project Property. The Promoter has further informed the Allottee/s that the service lines common to the Building in the Project and other buildings to be /being constructed on the said Property may pass through the portion of the said Property (including the portion thereof upon which the Building is being constructed).
- xii. the Floor Space Index, by whatever name or form is increased
  - (a) in respect of the said Property and/or additional construction (i.e. more than what is envisaged at present) is possible on the said Property or (b) either on account of Transfer of Development Rights &/or additional FSI by paying premium to the Corporation/Competent Authority (or in any other similar manner) available for being utilised or otherwise and/or if the Sanctioning Authorities permit the construction of additional wing/s or floors, then in such event, the Promoter shall be entitled to construct such additional wings/floors as per the revised building/s plans. The Allottee/s expressly consents to the same as long as the total area of the said Apartment is not reduced.

- xiii. The Allottee/s has been informed and is aware that the buildable area has been sanctioned for the entire Property as a single land on the basis of the available Floor Space Index ("FSI") on the said Property and accordingly the Promoter intends to develop the said Property. The Promoter declares that as per the existing regulations and Agreements/Deeds, the FSI available to the Promoter in respect of the Project Property is \_\_\_\_\_ square meters and that no part of the FSI has been utilized by the Promoter elsewhere than in the overall development for any purpose. Further, the Allottee/s has been informed and acknowledges that the FSI of the Building may not be proportionate to the area of the portion of the Project Property on which it is being constructed in proportion to the total area of the entire Property taking into account the FSI to be utilized for all buildings to be constructed thereon. The Promoter in its sole discretion, may allocate such buildable FSI for each of the buildings being constructed on the Project Property as it thinks fit and the Allottee/s of the apartment(s)/flat(s)/premises(s)/unit(s) in such buildings (including the Allottee/s) are agreeable to this and shall not dispute the same or claim any additional FSI or buildable area in respect of any of the building or the Project Property. The Allottee/s expressly consents to the same as long as the total area of the said Apartment is not reduced.
- xiv. The Promoter is entitled to utilise any additional FSI that may be available to them either by way of Transfer of Development Right (TDR) or increase in F.S.I. due to changes in Development Rules or under any Law by constructing additional premises on the ground floor or additional floors on the building/s constructed by them or by constructing one or more separate building/s on the said property. The Promoter shall be entitled to use/consume the aforesaid additional F.S.I. till the registration of the Society or any form of organisation and execution of Conveyance in its favour;
- xv. A portion of the said property, more particularly shown by dotted lines is affected by Garden, H.C.M.T.R and Bus Bay reservation (hereinafter referred to as 'the said reserved portion'). The said reserved portion is handed over to the Corporation by the Promoter. The said Declaration is

registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. 10865/2012 on 24/12/2012. Promoter alone is entitled to avail the benefits thereof granted by the Corporation in the form of TDR or compensation, as deemed fit by the Promoter.

Aforesaid conditions are of the essence of the contract and only upon the Allottee/s agreeing to the said conditions, the Promoter have agreed to sell the said Apartment to the Allottee/s.

14) The Allottee/s himself, themselves with an intention to bring in and bind all persons in whomsoever hands the said Apartment may come, doth hereby covenant with the Promoter as follows: -

- A. to maintain the said Apartment at the Allottee/s own cost in good tenantable repairs and condition from the date the possession of the said Apartment is taken and shall not do or suffer to be done anything in or to the Building in which they said Apartment is situated which may be against the rules, regulations or bye-laws of concerned local authority or change/alter or make addition in or to the Building in which the said Apartment is situated or the said Apartment itself or any part thereof without the consent of the local authorities, if required.
- B. not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction of the Building or storing of which goods is objected by the concerned local or other authority and shall not carry or caused to be carried heavy packages whereby upper floors may be damaged or that is likely to damage the staircase, common passage or any other structures of the Building in which the said Apartment is situated including the entrance thereof of the building in which the said Apartment is situated. In case any damage is caused to the Building in which the said Apartment is situated or the said Apartment on account of the negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.
- C. To carry out at his own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the said Apartment is situated which may be contrary to the rules and regulations and bye-laws of the concerned local authority or

other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- D. Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Apartment is situated and shall keep the portion, sewers, drains and pipes in the said Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.
- E. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the building in which the said Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- F. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said property and the building in which the said Apartment is situated.
- G. Pay to the Promoter within fifteen days of demand made by the Promoter, their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the said Apartment is situated.
- H. To bear and pay increase in local taxes, Water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Apartment by the Allottee/s for any purposes other than for purpose for which it is sold.
- I. The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the

possession of the said Apartment until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up and prior written consent is obtained from the Promoter and/or the Society of the building in which the said Apartment is situated.

- J. The Allottee/s shall observe and perform all the rules and regulations which the Society or the Limited Company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company regarding the occupancy and use of the said Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- K. Till a conveyance of the structure of the building in which said Apartment is situated is executed in favour of Society/Limited company, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- L. Till a conveyance of the said property on which the building in which said Apartment is situated is executed in favour of the Society or any other organization that shall be formed of the structures that shall be constructed upon the said property, the Allottee/s shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

If, the Allottee/s forcibly makes any additions / alterations or society permits any such additions / alterations to be done by Allottee/s, by which, the structural stability is affected or the quality of construction of the building is damaged, and/or the plumbing lines are choked due to poor workmanship of modification or furniture work done by the Allottee/s or their contractors and / or the area is encroached upon by the Allottee/s, such as: extension of window, covering drying balcony, breaking the void, converting to usable space, encroaching

upon the common passage etc., and due to that, any penalty, delay in occupation certificate, or impact on FSI takes place, whereby its detrimental/affects other development project of the Promoter, due to which any financial loss and/or legal action is initiated against the Promoter then Promoter shall have all the right to claim / recover such financial loss and also to take appropriate legal action against the Allottee/s/Society and the Allottee/s/Society is liable to make good those losses/damages occurred to the Promoter.

If any damage is done in the common areas while bringing the material by the Allottee/s for his premises then in that case, the Promoter shall not be responsible or liable to repair or replace any broken material in the premises or rectify any defect in the premises or common areas.

The Allottee/s agrees to sign on understanding confirming interalia above along with other indemnities and letters before claiming/ taking possession of the said Apartment being annexed hereto as "Annexure M"

- 15) The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- 16) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or of the said Plot and Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building and the said Property are transferred to the Society/Limited Company or other body formed thereupon as hereinbefore mentioned.
- 17) The Allottee/s hereby declares, agrees and confirms that the monies paid/payable by the Allottee/s under this Agreement towards the said Apartment is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any intervention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time. The Allottee/s further agrees and confirms that in case the Promoter become aware and/or in case the Promoter is notified by the

statutory authorities of any instance of violation of Money Laundering Regulations, then the Promoter shall, at its sole discretion be entitled to cancel/terminate this Agreement for Sale. Upon such termination, the Allottee/s shall not have any right, title or interest in the said Apartment neither have any claim/demand against the Promoter, which the Allottee/s hereby unequivocally agrees and confirms. In the event of such cancellation/termination, the monies paid by the Allottee/s shall be refunded by the Promoter to the Allottee/s in accordance with the terms of this Agreement for Sale only after the Allottee/s furnishing to the Promoter a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Allottee/s.

**18) APPOINTMENT OF FACILITY MANAGEMENT COMPANY:**

- A. Notwithstanding the other provisions of this Agreement, the Promoter shall be entitled to nominate any person ("project management agency") to manage, upkeep and maintain the Building together with other Building(s) and the Project Property, sewerage treatment plant, garbage, disposal system and such other facilities, that the Promoter may require to install, operate and maintain common areas, amenities, common facilities, car parking areas and open spaces. The Facility Management Company shall also be entitled, to collect the outgoings, provisional charges, taxes, levies and other amounts in respect of the Building(s) (including the Allottee/s proportionate share of the outgoings as provided under Clause above). It is hereby clearly clarified, agreed and understood that the Facility Management Company shall also be entitled to exercise its rights for collecting the charges and expenses mentioned herein, even after formation of the association/ apex body / apex bodies. The Promoter shall have the authority and discretion to negotiate with such project management agency and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/them. The cost incurred in appointing and operating the project management agency shall be borne and paid by the occupants of the buildings that may be developed in the said property including the Allottee/s on a pro rata basis as part of the development and common infrastructure charges referred to herein.
- B. In such event, the Allottee/s agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter or the project management agency, including without limitation, payment of the Allottee/s share of the service charges that

may become payable with respect to the operation and maintenance of the common areas and facilities of the said property and common areas and facilities within the said property and buildings constructed thereon.

- C. The Allottee/s further agrees and undertakes to be bound from time to time to sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the Promoter/ Facility Management Company, for the purpose of framing rules for management of the Building and use of the Premises by the Allottee/s for ensuring safety and safeguarding the interest of the Promoter/Facility Management Company and other Allottee/s of premises in the Building and the Allottee/s also agrees and confirms not to raise any disputes/claims against the Promoter/Facility Management Company and other Allottee/s of premises in this regard.

19)

A. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter execute this Agreement it shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has taken or agreed to take such Apartment.

- B. It is expressly agreed and undertaken by the Allottee/s that in case he desires to obtain/borrow housing loan from any financial institution/Bank/Organization/ Employer by offering as security, The Said Apartment allotted to him under these presents, the payment of such loan shall be made directly in the name of the Promoter. The repayment of such loans, interest and other charges on such loan shall be the sole responsibility of the Allottee/s availing such loan. However, on non-payment of such loan by the Allottee/s, the recourse available to the financial institution would be only to such flat/premises allotted to the Allottee/s and not to the land and buildings belonging to the Promoter/the Society, as the case may be. On financial institution agreeing to the above, the Promoter shall be deemed to have granted its NOC to such Allottee/s to raise housing loan only on the aforesaid conditions and not otherwise.

20) It is clearly understood and agreed by the Parties that –

- A. The Promoter reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the Project Property and any common rights of ways with the authority to grant such rights to the Allottee/s and/or users of apartment(s)/flat(s)/premises/unit in the Building(s) being constructed on the Project Property (present and future) at all times and the right of access to the Project Property for the purpose of installing, repairing, maintaining and inspecting the ancillary structures such as pump rooms, motor rooms, watchman rooms, sewage treatment plant, underground tanks, substation of power supply company etc. situated on the Project Property and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) other amenities necessary for the full and proper use and enjoyment of the Project Property and if necessary to connect the drains, pipes, cables etc. under, over or along the Project Property appurtenant to each and every Building(s) to be constructed on the Project Property (including the Building) without in any way obstructing or causing nuisance to the ingress and egress of the Allottee/s/other occupants of apartment(s)/premises in Building(s) constructed on the Project Property till such time the Project Property is handed over to the association/society/condominium/limited company.
- B. Necessary provisions for the above shall be made in the transfer documents to be deeds of transfer/assignment/declaration/deeds of Apartment to be executed in respect of the sale/transfer of apartment(s)/premises in the Building(s) to be constructed on the Project Property. The Allottee/s hereby expressly consents to the same.

#### 21) BINDING EFFECT

Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules alongwith the payments due as stipulated in the Payment Plan within 7 (seven) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee/s fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a

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

#### 22)ENTIRE AGREEMENT

This Agreement, alongwith its schedules and Annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment.

#### 23)RIGHT TO AMEND

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

#### 24)PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/S AND/OR SUBSEQUENT ALLOTTEE/S

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee/s of the said Apartment, in case of a transfer, as the said obligations go along with the said Apartment for all intents and purposes.

#### 25)SEVERABILITY

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

#### 26)METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottee/s in Project, the same shall be

in proportion to the carpet area of the said Apartment to the total carpet area of all the said Apartments in the Project/said property.

27)FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

28)PLACE OF EXECUTION

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

29)The Allottee/s and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

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

\_\_\_\_\_Name of Allottee/s

\_\_\_\_\_(Allottee/s Address)

Notified Email ID: \_\_\_\_\_

**M/s. THEME INFRAPROJECTS PVT. LTD.,**

1<sup>st</sup> Floor , Abhiman II, Teen Haath Naka,

Near Damani Estate, L.B.S. Marg,

Thane (W) - 400 602

- 31) It shall be the duty of the Allottee/s and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee/s, as the case may be.
- 32) The terms and conditions of this Agreement shall be binding on all transferees / assignees, from time to time, of the Premises and shall be enforceable against all such transferees / assignees.
- 33) The Promoter shall have the right to designate any space in the Plot / said property to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the buildings that may be developed on the Plot / said property. The Promoter shall also be entitled to designate any space in the Plot / said property to such utility provider either on leave and license or leasehold basis for the purpose of installing power sub-stations with a view to service the electricity requirement in the Plot/said property and the buildings constructed thereon.
- 34) **JOINT ALLOTTEE/S**  
That in case there are Joint Allottee/s all communications shall be sent by the Promoter to the Allottee/s whose name appears first and at the address given by him/her which shall for all intents and purposes to be consider as properly served on all the Allottee/s.
- 35) **Stamp Duty and Registration:** The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee/s.
- 36) **Dispute Resolution:** Any dispute between the parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
- 37) **GOVERNING LAW**  
That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Mumbai High courts will have the jurisdiction for this Agreement.
- 38) It is expressly agreed that the Promoters shall be entitled, without affecting the rights of the Allottee/s to the said Apartment, including the area thereof, to revise amend, modify, resubmit and/or change the approved building plan

and layout plan, amalgamation or subdivision in layout plan in respect of the Said Property, pursuant to directions by the competent authorities and in accordance with applicable law.

THE SCHEDULE “A” ABOVE REFERRED TO:  
(The said Property)

ALL THOSE pieces or parcels of land bearing Survey No. 111, admeasuring 3240 sq. mtrs., Survey No. 114, Hissa No. 1 admeasuring 3500 sq. mtrs., and Survey No. 114 Hissa No. 2A admeasuring 4300 sq. mtrs, aggregating to 11040 sq. mtrs., situate, lying and being at village Kolshet, Taluka & District Thane, in the Registration District & Sub District Thane and within the local limits of the Municipal Corporation of the city of Thane.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seal on the day and year first hereinabove written.

SIGNED AND DELIVERED BY THE WITHINNAMED  
**Allottee/s:** (including joint buyers)

(1) \_\_\_\_\_

(2) \_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_

in the presence of

WITNESSES:

1. Name \_\_\_\_\_

Signature \_\_\_\_\_

2. Name \_\_\_\_\_

Signature \_\_\_\_\_

SIGNED AND DELIVERED BY THE WITHINNAMED

Promoter:

(1) \_\_\_\_\_

(Authorized Signatory)

WITNESSES:

1. Name \_\_\_\_\_

Signature \_\_\_\_\_

2. Name \_\_\_\_\_

Signature \_\_\_\_\_

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**RECEIPT**

Received of and from the within named Allottee/s, a sum of **Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)** in by cheque being the amount of part payment payable by the Allottee/s to us.

| Date | Drawn on | Cheque No. | Amount |
|------|----------|------------|--------|
|      |          |            |        |
|      |          |            |        |

(Subject to realization of cheque)

WE SAY RECEIVED

For **M/s. THEME INFRAPROJECTS PVT. LTD.**

**DIRECTOR**

Witness:

1. \_\_\_\_\_

2. \_\_\_\_\_

ANNEXURE –A  
Boundary Plan

ANNEXURE –A1  
TMC Approved Sanction Plan

ANNEXURE –A2  
Proposed Plan

ANNEXURE –A3 and Annexure - E  
TMC Approved Floor Plan

ANNEXURE –A4  
RERA Registration Number

ANNEXURE–B  
( Copy of the ULC)

ANNEXURE–C  
(Authenticated order copy of Sale permission)

ANNEXURE–D  
(order bearing No. TD/TE-6/KUV/Thane/VP/S.R. 94/2011 dated 25/11/2011,  
passed by the Sub-Divisional Officer, Thane, under Sec.43 of the Tenancy Act)

ANNEXURE–F  
(Authenticated Copy N.A. Order from collector Thane)

ANNEXURE–G  
(Authenticated Copy from Karur Vysya Bank Thane Regarding Loan Clearance No  
Dues Certificate)

ANNEXURE–H  
(Authenticated Copy of the Sanction of Development Certificate from TMC Dt.  
3/10/2013)

ANNEXURE–I & J  
(Authenticated Copies of the 7/12 Extracts showing nature of the title of the Project  
Land)

ANNEXURE- K  
(Carpet Area Certificate)

ANNEXURE “L”

**List of specifications, fixtures and fittings in respect of the flat :**

**ANNEXURE-M**

(Copy of the undertaking signed by the Allottee/s.)

**UNDERTAKING**

I/We/M/s. \_\_\_\_\_ of Mumbai Indian  
Inhabitant residing at \_\_\_\_\_, do hereby affirm and state as  
under:

- 1.) I/We say that by an Registered Agreement dated \_\_\_\_\_ and entered into between M/s. Theme Infra Project Pvt. Ltd. of the ONE part (hereinafter referred to as “the said Builders”) and myself/ourselves of the OTHER PART. I/We have agreed to purchase a flat/premises bearing No. \_\_\_\_\_ in the \_\_\_\_\_ Wing (hereinafter referred to as the said premises) of the building known as Signature Residency (hereinafter referred to as the said building) situated at Patlipada, Ghodbunder Road, Thane (W) - 400 607.
- 2.) I/We are giving this undertaking not only for myself but also for my family members, visitors etc. If any. It is understood that reference to myself shall whenever the context so admits include such other persons as stated hereinabove.
- 3.) As agreed to in the aforesaid agreement, I do hereby covenant and undertake with the said Builders as follows:
  - a. I/We shall not make any addition or any alteration in the architectural elevation of the said building and shall not change the outside colour scheme or coating of the said building.
  - b. I/We shall not make any change in any of the external windows or doors of the premises in the building by way of shifting, altering, changing the colour or any other way whatsoever.
  - c. I/We am fully aware that I/we are not permitted to install any grills outside the windows and hence undertake not to install or affix any grills on the outside the windows / window sills. Any such grills affixed by me, shall be fitted on the internal marble sill only on the inside of the windows.
  - d. I/We shall not keep shoe racks in the lift lobby, plants in pots or any other objects on the outside the windows or on the parapets or chajjas, lift lobby or any other common areas and shall not do anything which may cause discoloration or disfiguration or any damage to the said building.
  - e. I/We shall not affix any collapsible shutters on the outside of “French windows”, in case of flat with canopy balcony. Any such collapsible shutter shall be fixed only on the inner side of “French Windows”.
  - f. I/We shall not cover any chajjas/terraces/balconies or construct any structure or poles or pergolas or trellies on the chajjas/terraces/balconies.

- g. I/We not chisel or break or cause any damage to the columns, beams, walls, slabs or R.C.C. Pardis or other structural members in the said building or on the pardis/parapets/railings provided in the said building.
- h. We shall neither enclose parking space in our possession in any manner whatsoever nor shall we park our vehicle at any place other than my /our parking space. If I do so and any damage occurs to my vehicle I will not hold the developer responsible for the same. I will not park my vehicle on internal roads, as I am aware that safe passage needs to be given to emergency vehicle. Incase if I park my car on the internal roads and any mishap occurs the developer will not be held responsible. We shall use parking space allotted to me for purpose of parking my own vehicle only. I/we shall ensure that our car always visibly carries on the wind shield the car pass sticker provided by you. Without which our car shall not be permitted in the premises.
- i. I/We shall not carry out any external alteration in the said premises by way of breaking any walls or beams or chajjas so as to alter the external appearance of the premises, nor shall I/We affix or cause any slabs on voids provided in the said building.
- j. We shall seek your pervious written permission and of concerned statutory authorities prior to carrying out any structural changes including demolition of internal walls in the premises;
- k. We hereby undertake to pay the monthly maintenance charges regularly and if we fail to do so, then you shall be entitled to adjust such outstanding maintenance amount together with interest/penalty thereon, if any from our security deposit provided by us to you without our prior consent. We further undertake to provide you the additional security deposit as and when demanded within 7 days of intimation/demand. We also agree, confirm and provide my/our irrevocable consent that you shall be entitled to revise the maintenance charges as and when found necessary by you without taking our prior consent / intimation.
- l. I/we shall not raise any objection for quantum of such additional maintenance charges levied by you nor raise any objection in respect thereof and shall keep you indemnified in respect thereof. I/we hereby record my/our no objection for the same.

- m. I/We shall not transfer, or assign the said premises or any part thereof to any person whether on rental, lease, leave and license without your prior express written consent and police verification.
  - n. I/We are aware that no individual DTH/dish antennae will be allowed on the terrace or on the exterior wall/window of the building. I/we are aware that the connection has to be taken from the Common DTH/dish antennae only, which is available in the building.
  - o. I/We confirm of having agreed and undertaken to follow and abide by the rules and regulations that have been made as also those which may be made hereafter from time to time by the said builders and/or person/s body in charge of maintaining and/or providing common facilities in the complex. I shall maintain proper code of conduct and discipline in the complex and give every possible co-operation to the said builders and/or any other person or body that may have been appointed by the said Builders in that behalf, in maintaining cleanliness and good atmosphere in complex for the better enjoyment of the common facilities by all the persons concerned.
  - p. I/We are aware that we will be required to contribute towards the usage of the water treated by a centralized sewage Treatment Plant and also its operation and maintenance. Such charges will be payable to the Promoters or Society / Organization of the Societies when formed.
  - q. I/We are aware that we will be required to contribute towards the usage, maintenance and management of the Club House. Such charges will be payable to the Promoters or Society/Organization of the Societies when formed.
- 4.) I/We hereby declare, confirm and covenant with the Builders that in the event of my transferring the said premises and/or my/our right, title and interest in respect thereof in favour of any outside person to the extent and as permitted in the said agreement for sale dated \_\_\_\_\_, I/We shall obtain an Undertaking to the similar effect from any such purchasers and in the event of my failing to do so, the said builders or the Co-operative Society shall be entitled to refuse to transfer the said premises in favour of such prospective purchaser.
- 5.) I / we undertake that we shall not break open any of the ducts as well as shall not cover any of the ducts appearing in our flat premises for our personal use and if any such act is carried out then the Builder will have a right to enter our flat through their Authorized Representative / Contractors to restore the

same in original condition in order to maintain the discipline of the sanctioned plan as well as terms and conditions of Municipal Corporation in respect of the said building.

I / we unconditionally authorize Builder, their agents, representatives, Engineers to enter our flat premises and inspect the same as well as to stop the work of interior designing if found that the same is against our undertaking till our interior work is completed and our deposits are returned. Also, the Builder has right to stop the interior designing work and to stop allowing to enter our designing and contracting material into the building premises if the deposits mentioned hereinabove is not paid by us.

I / we undertake, that no furniture and fixtures shall be installed in the common lobby of concerned lobby as well as the passages of the staircase without the written permission of Builder and any such placement of furniture and fixtures shall allow the Builder to remove the same through their Authorized representative and agents.

- 6.) I/We hereby undertake that I/We shall bear the entire cost of repairs or rectifications required due to alterations / changes carried out by us in our premises in case of damages caused to RCC / STRUCTURE/ WATERPROOFING/ PLUMBING/ CIVIL/ ELECTRICAL/ INSTALLATION or if the work is not done in a proper manner, even after taking possession. I/We shall bear the entire cost of repairs required in case of any damages to common premises and flats belonging to other members due to the alterations/changes or interior works carried out by us in our flat/premises.
- 7.) I/We are aware and I/we undertake to pay the Maintenance from the date that the building receives the Occupation Certificate or the date of Furniture Possession whichever is earlier. I/We are aware that we are liable to all maintenance and/or property tax becoming payable by me/us in respect of the said Premises, and undertake to pay the same when called upon by the Theme Infraprojects Pvt. Ltd. irrespective of receipt of the Occupation Certificate.
- 8.) I/We also undertake, that if I/We wish to give the flat on Lease/Rent, it is our responsibility to inform you and also to obtain the necessary POLICE VERIFICATION of the tenants and submit the copy of the same duly acknowledged and confirmed by the concerned Police Station bearing the necessary stamp to the Maintenance office/ In charge of the building. We are also aware that this is a mandatory requirement from the Police department.
- 9.) I/We are aware whenever natural Indian/Imported marble is used by Theme Infra Project Pvt. Ltd., there are going to be imperfections (cracked texture/ shade variations/ design variations) which someone may view as ' defect' but

which are a natural occurrence in the type of the marble. These imperfections are inherent in natural marble and have to be viewed as their natural beauty, as perfect flooring of factory made products like ceramic tiles, mosaic tiles of agglomerated marble etc. does not give the same warmth of feeling. Italian Marble when sourced at the mines occurs in a cracked texture, which is sliced mechanically. The cracks are filled with resin fillers at the sources itself. These marble slabs are then backed with PVC mesh to avoid further development of cracks during long distance travel and handing. Though utmost care is taken, sometimes, these cracks open during cutting and fixing. Such cracks are filled again with the best imported resins as used internationally. The difference in shade/design depends on the natural occurrence in different types of marble. Even though, we have very huge requirements, we try to accommodate one lot in one confined area/room yet, the same may not match with other area/room.

- 10.) I/We are aware that as per instructions from TMC kitchen / household garbage has to be segregated in dry and wet and should be given to the sweepers. I/We are aware that TMC will not pick the garbage, if it is not segregated.
- 11.) I/We also confirm of having agreed and undertaken to follow and abide by the rules and regulations that have been made as also those which may be made hereafter from time to time by you and/or person/s /body in charge of maintaining and/ or providing common facilities in the building. I/We shall maintain proper code of conduct and discipline and give all co-operations to you and/ or any other person or body that may have been appointed by you in that behalf, in maintaining cleanliness and good atmosphere in the building for the better enjoyment of the common facilities by all the persons concerned.
- 12.) I/we are aware that I/we are now liable to all future maintenance and or property tax/service tax/Vat becoming payable by us in respect of the said premises I/we undertake to pay the when called upon by the developers or any Government authority.
- 13.) I/we further undertake that we have received the peaceful possession of our flat and have no further claims, demands etc. from the developers and will neither claim/demand any in the future.
- 14.) I/We am/are giving this writing cum undertaking not only for myself/ourselves but also for my/our family members as well as any person claiming through me/us.

**Thanking you,**

**Yours faithfully,**

**For M/s. THEME INFRAPROJECTS PVT. LTD.**

**I Confirm**

**DIRECTOR**

**Signature of Allottee/s**

Draft