

AGREEMENT

ARTICLES OF AGREEMENT made and entered into at Mumbai / Thane this ____ day of _____ in the Christian Year Two Thousand _____ (20____), by and between

M/s. SHREE SHAKTI DEVELOPERS, (PAN : _____), a partnership concern duly registered under the provision of the Indian Partnership Act, 1932, having office at 216, Bhaveshwar Arcade, L.B.S. Marg, Ghatkopar (W), Mumbai 400078, by the hands of its authorized partner **SHRI DINESH RAMNIKBHAI VADODARIA**, hereinafter referred to as "the Promoters" (which expression shall unless it be repugnant to the context of meaning thereof be deemed to mean and include the partners for the time being, its future partners, the last of the surviving partners, his/her heirs, executors, administration, nominee and/or assigns) of the **ONE PART**

AND

1) Shri./Smt. _____
(PAN: _____) ADHAR CARD NO. _____
Indian Inhabitant, age about _____ years, occupation _____
presently residing at _____

2) Shri./Smt. _____
(PAN: _____) ADHAR CARD NO. _____
Indian Inhabitant, age about _____ years, occupation _____
presently residing at _____

3) Shri./Smt. _____

(PAN: _____) ADHAR CARD NO. _____
Indian Inhabitant, age about _____ years, occupation _____
presently residing at _____

hereinafter referred to as **“the Purchaser/s”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their/its respective heirs, successors-in-title, executors, administrators, nominees and/or assigns) of the **OTHER PART.**

The term Purchaser/s shall be deemed to mean and include masculine, feminine and artificial judicial person/s etc. and shall not be singular as well as plural.

WHEREAS:-

- (a) At all material times, Shri Miya Nawab Mulla was the owner of and as such seized and possessed of and even otherwise well and sufficiently entitled to all that piece and parcel of land bearing Survey No. 125 Hissa No. 5 admeasuring around 0H-07A-0P equivalent to around 700 sq. meters or thereabouts, lying, being and situate in gaathan area of the Village Dawale, Taluka and District Thane, which piece and parcel of land is hereinafter referred to as "the First Property".
- (b) After the demise of Shri Miya Nawab Mulla, his heirs Khatijabai Ambir Mulla, Ismail Ambir Mulla, Habibabibi Rajak Dhole, Sadiq Ambir Mulla, Mustaq Ambir Mulla, and Nazmabibi Jainuddin became the owners of the first property and accordingly their names were duly mutated as the owners thereof in the relevant 7/12 extract.
- (c) By and under a Deed of Conveyance dated 14th March, 2008, which is duly registered with the Sub-Registrar of Assurances, Thane under serial No. 3184, the aforesaid Khatijabai Ambir Mulla, Ismail Ambir Mulla, Habibabibi Rajak Dhole, Sadiq Ambir Mulla, Mustaq Ambir Mulla, and Nazmabibi Jainuddin sold, transferred and alienated the first property alongwith other property bearing Survey

No. 235 unto and in favour of Ganpat Atmaram Patil, Smt. Veena Ramchandra Agarwal, Vinay Lakhpat Rajpitti, Deepak Ajaypal Mangal, Gopalkrishna Ajaypal Mangal, Smt. Ratanjot Ajaypal Mangal, and Sharad Damodar Patil, at and for the consideration and other terms and conditions therein contained.

- (d) The said Ganpat Atmaram Patil, Smt. Veena Ramchandra Agarwal, Vinay Lakhpat Rajpitti, Deepak Ajaypal Mangal, Gopalkrishna Ajaypal Mangal, Smt. Ratanjot Ajaypal Mangal, and Sharad Damodar Patil, made payment of the entire consideration as contained in the aforesaid Deed of Conveyance and accordingly their names were entered in the relevant 7/12 extract of inter alia the First Property as the owners thereof.
- (e) Thereafter, by and under a Deed of Conveyance dated 05th October, 2011, which is duly registered with the sub-registered of Assurance, Thane under Serial No. 10685, the said Ganpat Atmaram Patil, Smt. Veena Ramchandra Agarwal, Vinay Lakhpat Rajpitti, Deepak Ajaypal Mangal, Gopalkrishna Ajaypal Mangal, Smt. Ratanjot Ajaypal Mangal, and Sharad Damodar Patil sold, transferred and alienated the First Property, at and for the consideration and other terms and conditions therein contained, unto and in favour of Shri Chandubhai Jethalal Senghani and Shri Dinesh Ramnikbhai Vadodaria, partners of the Promoters herein. Accordingly, Shri Chandubhai Jethalal Senghani and Shri Dinesh Ramnikbhai Vadodaria have become the owners of the first property and their names have been duly entered in the 7/12 extracts of the First Property.
- (f) One Shri Abdul Latif Ibrahim Khanbande was the owner of and as such seized and possessed of and even otherwise well and sufficiently entitled to All those piece and parcel of land bearing Survey No. 125 Hissa No. 6 admeasuring 0H-18A-5P, with pot kharaba of 0H-03A-0P, thereby aggregating to 0H-21A-0P, equivalent to around 2100 sq. meters or thereabouts, lying, being and situate in gaothan area of the Village Dawale, Taluka and District Thane, which piece and parcel of land, more particularly

described in the second schedule hereunder written, is hereinafter referred to as "the Second Property".

- (g) The said Shri Abdul Latif Ibrahim Khanbande expired leaving behind his heirs Abdul Sattar Khandbande, Nizamuddin Khanbande, Hajimiyan Khanbande, Mariyambi Ismail Mulla, Julekha Yusufmiyan Diwan and Noorjahan Hajimiyan Dongare, as his heirs and legal representatives as per the personal law by which he was governed at the time of his demise and their names were duly incorporated in the 7/12 extracts of the Second Property.
- (h) On demise of Abdul Sattar Khanbande, his heirs and legal representatives his widow Munira, sons Mohommad Azim, Mohommad Shakil, Mohommad Khalid and Daughters Najmunissha Bakir Varekar, Fatimabi Shamsuddin Khanbande, Jahura Ashraf Javare and Farzana Asif Patel became entitled to his share in the second property and their names were duly recorded in the 7/12 extracts of the Second Property. Thereafter, Smt. Munira Abdul Sattar Khanbande and bachelor son Mohommad Azim Khanbande also expired leaving their heirs and legal representatives as aforesaid.
- (i) Nizamuddin Khanbande expired leaving behind his widow Salmibi, sons Shamim, Ubed, Ashfaq, Mohommad Arif and daughters Hasina Mehmood Take, Rehana Murtuza Jafferri, Naseema Rahiman Chincholkar, Shahnaz Altaf Hase, Nargis Aziz Kanekar, as the heirs and legal representatives and their names were duly recorded in the 7/12 extracts of the Second Property. Thereafter, Smt. Salmabi also expired leaving behind heirs as aforesaid.
- (j) Hasina Mehmood Take expired leaving behind her husband Mehmood Abdullah Take, son Parvez Mehmood Take and daughters Kausar Faoq Mukadam and Parveen Mehmood Take. However, their names were not recorded in the 7/12 extracts of the second proeperty. The aforesaid heirs of deceased Hasina Mehmood Take did not wish to have any interest in the Second Property and hence vide Deed of No Objection dated 21st January, 2012 had granted the no objection and the rights in favour of Mohommad Arif Nizamuddin Khanbande.

- (k) Hajimiyan Khanbande expired leaving behind his widow Amina, sons Kamil, Akil and daughters Rubina Hajimiyan Khanbande, as his only heirs and legal representatives and their names were duly recorded in the 7/12 extracts of the Second Property. Thereafter, AkilKhanbande expired leaving behind heirs as aforesaid.
- (l) Accordingly, Mariabi Iamail Mulla, Julekha Begam Mohommad Yusuf Diwan, Noorjahan Begam Hajimiyan Dongare, Najma Begam Mohommad Bakir Varekar, Khanbande Azmi Sattar, Khanbande Shakil Abdul Sattar, Khanbande Khalid Abdul Sattar, Fatima Shamsuddin Khanbande, Jahura Ashraf Javare, Farzana Asif Patel,Rehana Murtuza Hussin Jaffer, Naseema Rahiman Chincholkar, Shahnaz Altaf Hase, Shamim Nizamiddin Khanbande, Ubed Nizamuddin Khanbande, Ashfaq Nizamuddin Khanbande, Mohommad Arif Nizamuddin Khandande, Nargis Aziz Kanekar, Amina Hajimiyan Khanbande, Kamil Hajimiyan Khanbande, Rubina Hajimiyan Khanbande, become the owners of the Second Property and their names were duly recorded in the 7/12 extracts of the second property.
- (m) Accordingly, by and under a Deed of Conveyance dated 21st January, 2012 duly registered with the Sub-Registrar of Assurances, Thane under Serial No. 819, the aforesaid MariabiIamailMulla, Julekha Begam Mohommad Yusuf Diwan, Noorjahan Begam Hajimiyan Dongare, Najma Begam Mohommad Bakir Varekar, Khanbande Azmi Sattar, Khanbande Shakil Abdul Sattar, Khanbande Khalid Abdul Sattar, Fatima Shamsuddin Khanbande, Jahura Ashraf Javare, Farzana Asif Patel, Rehana Murtuza Hussin Jaffer, Naseema Rahiman Chincholkar, Shahnaz Altaf Hase, Shamim Nizamiddin Khanbande, Ubed Nizamuddin Khanbande, Ashfaq Nizamuddin Khanbande, Mohommad Arif Nizamuddin Khandande, Nargis Aziz Kanekar, Amina Hajimiyan Khanbande, Kamil Hajimiyan Khanbande, Rubina Hajimiyan Khanbande, absolutely sold, transferred and alienated the Second Property unto and in favour of Shri Chandubhai Jethalal Senghani and Shri Dinesh Ramnikbhai Vadodaria, partners of M/s Shree Shakti Promoters, at and for the consideration therein contained.

Furthermore, vide registered Deed of Confirmation dated 04th July, 2013 under Serial No. 5015, the legal heirs of Hasina Mehmood Take have confirmed the sale and transfer of the Second Property in favour of the Promoters herein.

- (n) The Promoters herein thus, became the owners of the Second Property and their names have been duly incorporated in the 7/12 extracts of the Second Property.
- (o) the First Property and the Second Property are hereinafter collectively referred to as "the said property";
- (p) In the circumstances, the Promoters have become the owners of the First Property and the Second Property with rights to construct thereon structure/s and sell and transfer the premises situated in such structure/ to prospective purchasers thereof;
- (q) The said property is not falling under the ambit of the now repealed urban land (Ceiling & Regulations) Act, 1976 since the area of the said property and individual property rights were within the ceiling limits and no orders have been passed thereunder;
- (r) The Promoters have duly appointed and entered into a standard agreement with Anup Katkar Associates, Architect, having office at Shop No. 18, C wing, Shree Om Shrushti Co- Op. Hsg. Soc. Ltd. Pandit Dindayal Upadhyay Road Mulund (w) Mumbai – 80, as the Architects and M/s. Mehta Sawant, having office at A-102, Devidarshan, Tembhi Naka, Thane (W) 400 601 as the R.C.C. Consultants and structural engineers, for the development of the said property;
- (s) The Thane Municipal Corporation has duly approved and sanctioned the development plans in respect of the construction of proposed building/s on the said property and issued Sanction of Development/Commencement Certificates bearing V.P.No.S11/0090/14 TMC/TDD/1262/14 dated 18th October 2014 for proposed construction of building No. 1 for Stilt plus seven upper floors and building No.2 (wing-1) for Stilt plus 3 upper floors and (Wing-2) for Stilt plus 2 upper floors.
- (t) As per the terms and conditions of the aforementioned Commencement Certificates, the Promoters shall be obtaining the

Non-Agricultural permission from the Collector, Thane prior to applying for plinth completion certificates of the commercial area;

- (u) The Collector, Thane has been pleased to permit the user of the said property for non-agricultural purposes vide order bearing Ref. No. _____ dated _____;
- (v) The copies of 7/12 extract Certificate of Title issued by Advocate of the Promoters, Commencement Certificate, specifications of amenities, copy of sanctioned plan and typical floor plans are annexed hereto as Annexure A,B,C,D, & E respectively;
- (w) The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no _____; authenticated copy is attached in Annexure 'F';
- (x) The Purchaser/s has demanded from the Promoters and the Promoters have given inspection to the Purchaser/s of all the documents of title, certificates of title of Advocate, property register cards, building plans and specification approved by the Thane Municipal Corporation and all the other documents relating to the said property as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the RERA") and the rules made thereunder, which the Purchaser/s doth hereby acknowledge and confirm;
- (y) The Purchaser/s, after visiting the site, and being satisfied plans and the title documents, applied to the Promoters for allotment of commercial/ residential premises on the ____ floor bearing Premises / Flat No. ____ admeasuring ____sq.ft. equivalent to ____ sq. meters carpet area, in the building bearing No. ____ to be known as "_____"or such other name, constructed by the Promoters on the said property forming part of the complex known as "SHREE SHAKTI DESTINY" (hereinafter referred to as "the said project"), which premises, more particularly described in the Third Schedule hereunder written and show delineated on the typical floor plan annexed hereto marked as Annexure F. are hereinafter referred to as "the said premises";
- (z) The carpet area of the said premises is ____ sq.mtrs. which is the net usable floor area of the premises, excluding the area

covered by the external walls, areas under service shafts, exclusive balcony appurtenant to the said premises for exclusive use of the purchaser/s or verandah area and exclusive open terrace area appurtenant to the said premises for exclusive use of the purchaser, but includes the area covered by the internal partition walls of the premises.

- (aa) Prior to making of application as aforesaid, the Purchaser/s has made representation to the effect that the Purchaser/s is not disqualified under the provision of the Maharashtra Co-operative Societies Act, 1960 from purchasing the said premises;
- (bb) The Promoters, prior to the execution hereof, has appraised the Purchaser/s of the scheme of development of the said property and the Purchaser/s doth hereby state, agree, declare and confirm that it is an express, essential, vital and integral term and condition of this Agreement that:-
 - i. the Promoters have given clear understanding to the Purchaser/s that while sanctioning the said plans, concerned local authority has issued/shall cause to issue the Commencement Certificates in which the said authority has/shall laid/lay down certain terms, conditions, stipulations, and restrictions which are to be observed and performed by the Promoters while developing "the said property" and the said building and after observance and performance of the same the occupation certificate in respect of the said building shall be granted by the concerned local authority. The said terms, conditions, stipulations, and restrictions laid down in the said commencement certificates are the important part of this agreement of sale.
 - ii. The Promoters have represented to the Purchaser/s that the Promoters shall be developing the said property alongwith other adjoining properties in a phased manner as per the plans approved by the Thane Municipal Corporation as also with such modifications as the Promoters may from time to time propose and are approved by the Thane Municipal Corporation and the details of such phased development shall be determined by the

Promoters from time to time to time absolutely at their discretion. The Promoters have appraised the Purchaser/s that the building in which the said premises is situated is comprised in the complex known as "SHREE SHAKTI DESTINY". The common amenities and facilities of the Shree Shakti Destiny complex shall be available to all the building comprised therein;

- iii. As a part of construction of the Shree Shakti Destiny complex, Promoters have initially developed the property bearing Survey No.235 and Survey No. 236 H. No. 1 and are now developing the said property i.e. the First Property and the Second Property, which form a part of the aforesaid complex. The Promoters have put up further development plans in respect of the said property furthermore, the Promoters are in process of acquiring rights in respect of other adjoining properties and there is the possibility of amalgamating the said property with adjoining properties and thereby utilizing the FSI in respect of such adjoining properties as also loading additional Transferable Development Rights(TDR) and/or Floor Space Index (FSI) on the said building/s for construction of additional floor/s or further construction on the said property, which may become available in future due to changes in law, rules and regulations and carrying on phase wise development of the properties acquired by the Promoters. The Promoters shall be entitled to load, use and consume such additional FSI which may become available in future due to changes in law, rules and regulations for further construction on the said property or to transfer such FSI on some other property. The Promoters shall be entitled to purchase the TDR from elsewhere and law, utilized and use the same for further construction on the proposed building to be constructed on the said property by way of additional floors. As per the rules and regulations for the time being in force, the Promoters are entitled to consume FSI / TDR / FSI by making payment of premium for construction of additional floors on Building No. 2 and accordingly have prepared necessary plans for approval, which have been perused by the Purchaser/s herein. The Purchaser/s

shall not be entitled to raise any objection for utilization of such FSI or TDR or for transferring such FSI or TDR from the said property to some other property. Such additional structure/s. storey/s shall be the property of the Promoters alone and the Promoters shall be entitled to sell, transfer and dispose off and/or otherwise deal with same as may be deemed fit and proper by the Promoters, without rendering any account thereof or obtaining any further or separate consent from the Purchaser/s. The reference to building or said property hereinafter shall also mean and include the amalgamated property and new building/s, if any.

- iv. The promoters shall be entitled to make any variations. Alterations amendments or deletions to or in the proposed building/s layout, plans and specification of the flats, offices and premises in the said building/s relocating/realignment of the water, power, sewerage, telephone, gas and other services and utility connections and lines overhead/underground tanks, pumps, open spaces, parking spaces, recreation areas, garden spaces and all or any other areas, amenities and/or varying the location of the access to the said building/s as may be required by the local authorities and/or as the Promoters may deem fit in their sole and unfettered discretion, which shall not in any manner affect the area of the said premises agreed to allotted to the Purchaser/s hereunder;
- v. The Promoters have represented that there will a perpetual right of way from the property bearing Survey No.235 (also known as pardi no. 10) to the First Property and the Second Property by way of Municipal Corporation roads and/or internal road constructed on the said property. The Promoters at their sole discretion and without obtaining any consent from the purchaser shall be entitled to grant and use right of way over the said property to such other properties and shall be forming part of the proposed complex. The Purchaser/s and/or other purchaser of premises in the building on the said property shall always keep the right of way open to sky and shall never ever

enclose and/or create my obstruction on such right of way. Furthermore, the Purchaser/s alongwith other purchaser of premises in the building to be constructed on the First Property and the Second Property and/or other properties forming part of the Shree Shakti Destiny Complex or otherwise enjoying the right of way, shall maintain, repair and keep the right of way always open to sky and sans any obstruction.

- vi. The Promoters have reserved with themselves the right to allot/give the open space around the building and the parking space around the building and the parking space under the stilt in the proposed building for the purpose of car parking, garage etc. the Promoters have further reserved with themselves the right to give the open space around the building, terrace space, space under the stilt, walls of the building, for putting up hoardings, sign boards as also space for putting up service towers on the building terrace and/or any other purpose and on such terms and conditions as the promoters may deem fit and proper.
- vii. The right of Promoters, as stated hereinabove, shall continue to vest in the Promoters for their use and benefit till the time the said property is conveyed in favour of the society and/or association that shall be formed of the various purchasers of premises situated in the proposed building. Till such time, the Promoters and/or its nominees shall alone be entitled to the income that may be derived there from and the Purchaser/s and/or the association shall not raise any dispute as regards the same.
- viii. The Promoters shall be entitled to carry out the intended development of the said property either by itself or through its nominees or assigns, but the presents herein shall be binding on such assigns or nominees.
- ix. The Promoters may, in their sole discretion, form and register a co-operative housing society or condominium of apartment owners of the various purchasers, transferees and allottees of the flats, offices, premises in the proposed building/s for the

management, maintenance, regulation and control of all the common areas, amenities and facilities in the said property and for such other purpose as they may decide, and shall form and register apex society of all the societies so formed.

- x. The Promoters shall transfer in favour of such apex society, the said building together with the land beneath and/or appurtenant to the said building, by executing the necessary Deed/s of Conveyance, in the manner described in this Agreement;
- (cc) The parties believing and relying on the express declarations, confirmations, representations, assurances and undertaking of each other to faithfully abide by all the terms, conditions and stipulations contained in this agreement and all applicable laws, the Promoters have agreed to allot the said premises unto and in favour of the Purchaser/s, and hence are now willing to enter into this agreement on the terms and conditions appearing hereinafter.
- (dd) As contemplated under section 13 of the Real Estate (Regulation and redevelopment) Act, 2016, the Promoters are required to execute a written agreement for sale of the said premises in favour of the Purchaser/s, being in fact the presents herein and register the same under the provisions of Indian Registration Act, 1908.

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

- 1. The recitals mentioned hereinabove shall form an integral part of this agreement.
- 2. The Promoters shall construct the building bearing No. 1 presently comprising of building No. 1 for Stilt plus seven upper floors / building No. 2 presently comprising of building No. 1 for Stilt plus seven upper floors / building No.2 (wing-1) for Stilt plus 3 upper floors / building No. 2(Wing-2) for Stilt plus 2 upper floors, to be known as "_____ " and/or such other name consisting of residential flats/offices/shops/premises, in the complex known as

"SHREE SHAKTI DESTINY" in accordance with the plans, designs, specification approved by the concerned local authority and which have been seen and noted by the Purchaser/s with only such variations and modifications as the promoters may consider necessary in accordance with the scheme of development of the said property or as may be required by the concerned local authority/Government to be made therein.

3. The Purchaser/s, prior to the execution hereof, has duly inspected and satisfied himself about the title of the Promoters to the said property and permission referred to hereinafter and the Purchaser/s hereby agrees & confirms that he shall not be entitled to further investigate the title and the rights, powers and authorities of the Promoters and no requisition or objection shall be raised by the Purchaser/s on any matter relating thereto or howsoever in connection therewith.
4. (A) The Purchaser/s hereby agrees to purchase from the promoters and the Promoters do hereby agree to sell to the Purchaser/s commercial/ residential premises bearing Premises / Flat bearing No. _____ on the _____ floor admeasuring _____sq.ft. equivalent to _____sq. mtrs carpet area, in the building bearing No. _____ known as "_____" in the Shree Shakti Destiny Complex, as shown in the typical floor plan thereof hereto annexed and described in Third Schedule hereunder written and marked as Annexure E (herein after referred to as "the said premises") for a total consideration of Rs. _____/- (Rupees _____ only) and includes Rs. _____/- being the proportionate price of the common areas and facilities, and common amenities, appurtenant thereto; and the nature, extent and description of such common areas and common amenities and percentage of undivided interest which the Purchaser/s will enjoy in the common areas and common amenities appurtenant to the said premises agreed to be sold is set out and described in Fourth Schedule written, hereunder.
(B) The Purchaser/s doth hereby agree to purchase from the Promoters and the Promoters hereby agrees to sell to the

Purchaser/s the garage bearing No. _____ situated at _____ Basement and/or stilt and/or _____ podium and/or _____ of the parking space being or constructed by the Promoters on the said property at and for consideration of Rs. _____/- (Rupees _____ only).

(C) The Purchaser/s doth hereby agree to purchase from the Promoters and the Promoters hereby agrees to sell to the Purchaser/s the covered parking space / stack parking space bearing No. _____ situated at _____ Basement and/or stilt and/or _____ podium and/or _____ of the parking space being or constructed by the Promoters on the said property at and for consideration of Rs. _____/-(Rupees _____ only).

(D) The total aggregate consideration amount for the said premises including the garages/covered parking spaces is thus Rs. _____/- (Rupees _____ only).

5. The aforesaid aggregate consideration of Rs. _____/- (Rupees _____ only) as mentioned in 4(D) above shall be paid by the Purchaser/s to the Promoters in the following manner:-

(i) Amount of Rs. -----/- being 10% of the total consideration paid as advance or earnest money on or before execution of this agreement.

(ii) Amount of Rs. -----/- being 30% of the total consideration to be paid after execution of this agreement.

(iii) Amount of Rs. -----/- being 70% of the total consideration to be paid on completion of the slabs including stilt slab.

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(iv) Amount of Rs. -----/- being 75% of the total consideration to be paid on completion of walls, internal plaster, floorings, doors & windows of the said premises.

(v) Amount of Rs. -----/- being 80% of the total consideration to be paid on completion of sanitary fittings, staircase, lift well, lobby upto the floor level of the said premises.

(vi) Amount of Rs. -----/- being 85% of the total consideration to be paid on completion of external plumbing and external plaster, elevation, terrace with waterproofing of the building.

(vii) Amount of Rs. -----/- being 95% of the total consideration to be paid on completion of lifts, water pumps, electrical fittings, electro, mechanical & environment requirements, entrance lobby, plinth protection, paving of areas and all other requirements as may be prescribed in the agreement of sale of the said premises.

(viii) Amount of Rs. -----/- being 100% of the total consideration to be paid at the time of handing over of the possession of the premises to the Purchaser/s on or after receipt of occupation certificate or completion certificate.

6. The Purchaser/s has/have on or before the execution hereof paid and tendered unto the Promoters an amount of Rs. _____/- (Rupees _____) as earnest money out of the entire amount of consideration of the said premises as mentioned in clause 5(i), which is more particularly set out in the receipt clause hereunder written, the payment and receipt whereof the Promoters do hereby admit, acknowledge and confirm and acquit, release and discharge the Purchaser/s forever from the same and every part thereof. The Purchaser/s shall make payment of the balance consideration in the manner set out in the clause 5 hereinabove. Time is the essence of contract in the matter of payment of the installments as aforesaid. The certificate of Architects of the project certifying the stage of completion shall be abided by the Purchaser/s.
7. The abovesaid total price excludes taxes (consisting of tax paid or payable by the Promoters by way of value added tax (M.Vat), service tax, and cess or any other similar taxes like GST, LBT etc. which may be levied, in connection with the construction of and carrying out the project payable by the Promoters up to the date of handing over the possession of the said premises. It shall be sole responsibility of the Purchaser/s to make payment of such amounts and the Promoters shall not be liable in that behalf in any manner whatsoever.
8. The total price is escalation-free, save and except escalations/increase, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies / Government from time to time. The Promoters undertakes and agrees that while raising a demand on the purchaser/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters shall enclose the said notification / order / rule / regulation published / issued in that behalf to that effect along with the demand letter

being issued to the Purchaser/s, which shall only be applicable on subsequent payments.

9. The Promoters shall confirm the final carpet area that has been allotted to the purchaser/s after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by Purchaser/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. If there is any increase in the carpet area allotted to the Purchaser/s, the Promoters shall demand additional amount from the Purchaser/s as per the next milestone of the payment plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in clause 4(A) of this agreement.
10. The Purchaser/s shall pay the amounts as mentioned in clause 5 (i) to clause 5 (viii) as per schedule without fail and without any delay or default. The time is the essence of contract in respect of each such payment or the payment of consideration as also of the other payments payable by the Purchaser/s to the Promoters under this agreement. The Purchaser/s doth/do hereby agree to pay all the amounts as aforesaid on or before the due dates mentioned herein. It is hereby agreed by and between the parties hereto that time is the essence of contract for the Promoters as well as the purchaser/s. The Promoters shall abide by the time schedule for completing the project and handing over the premises to the Purchaser/s and the common areas to the association of purchaser after receiving the occupancy certificate or completion certificate or both, as the case may be. Similarly, the purchaser shall make timely payments of the installments and other dues payable by him / her and meeting the other obligations under the agreement subject to the simultaneous

completion of construction by the Promoters as provided in clause 5 hereinabove i.e. "payment plan".

Without prejudice to the rights of Promoters to charge interest as per the rules of RERA, on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Promoters under this agreement (including his /her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/s committing three defaults of payment of installments, the Promoters shall at his own option, may terminate this agreement; Provided that, Promoters shall give notice of fifteen days in writing to the Purchaser/s, by registered post AD at the address provided by the Purchaser/s and mail at the e-mail address provided by the Purchaser/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 Purchaser/s fails to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, Promoters shall be entitled to terminate this agreement. Provided further that upon termination of this agreement as aforesaid, the Promoters shall refund to the Purchaser/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoters) within a period of thirty days of the termination, the installments of sale consideration of the premises which may till then have been paid by the Purchaser/s to the Promoters. It is hereby agreed by and between the parties hereto that in the event of cancellation of the agreement as stated in the foregoing clause, the Purchaser/s shall not have any claim in respect the parking place, if any, allotted to the Purchaser/s by the Promoters, which rights of parking shall always run concurrently with the holding and ownership of the said premises by the Purchaser/s. Furthermore, the Purchaser/s shall cease to have any claim or rights, which have been granted under these presents

and/or in view of these presents executed between the parties hereto.

11. The purchaser hereby agrees that in the event of any amount is payable by way of premium or deposit to the Corporation or to the State Government towards betterment charges or development charges or any other tax or charges or payment of a similar nature becoming payable by the promoters in respect of the said premises or the Building in which the said premises are situated, the same shall be reimbursed by the Purchaser/s to the Promoters in proportion to the area of the said premises agreed to be purchased by the Purchaser/s and in determining such amount the decision of the Promoters shall be conclusive and binding upon the Purchaser/s.
12. It is expressly agreed that right to the purchaser under this Agreement restricted only to the said premises agreed to be sold by the Promoters and right of all the prospective Purchasers or premises in the said Buildings shall be restricted to the respective premises agreed to be purchased by them in the respective building and the land below the plinth area. All other premises and/or portions of the said property including the layout area, roads, recreation ground etc. shall be the sole property of the Promoters and the promoters shall be entitled to deal with and develop the same in any manners as may be deemed fit by them without any reference or recourse or consent or concurrence from the Purchaser/s in any manner whatsoever. The Purchaser/s hereby confirms and consents to the irrevocable right of the Promoters to develop the said property in phase wise manner and in the manner deemed fit by Promoters without any further or other consent or concurrence from the Purchaser/s and other Purchasers in future.
13. It is expressly agreed that the Purchaser/s shall be entitled to the common areas and facilities and amenities along with the said premises.
14. The Purchaser/s shall use the said premises or any part thereof only for the purpose of residential and/or commercial, as the case may be. The Purchaser/s shall not change the user of the said premises.

Furthermore, till the time the co-operative housing society or condominium of apartment owners association as is herein contemplated is formed, the Purchaser/s doth hereby agrees and undertake to obtain the prior written permission of the Promoters before entering into any agreement for selling or transferring the said Premises to any third party.

15. The amenities, fixtures and fitting to be provided by the Promoters in the said Premises are set out in the Annexure D.
16. The Promoters, simultaneously on receipt of the entire consideration and other amounts due under this agreement, with interest, if any, shall put the Purchaser/s in the quite, vacant and peaceful possession of the said Premises on or before _____ subject to compliance of terms and conditions herein and on receipt of all amounts due under this agreement from the Purchaser/s and subject to there being no delay in issue of Occupation Certificate and/or Building Completion Certificate by the Thane Municipal Corporation. If the Promoters fail or neglect to give possession of the said premises to the Purchaser/s on account of reasons beyond their control then the Promoters shall be liable on demand to refund to the purchaser/s the amounts already received by the Promoters in respect of the premises with interest at the same rate as specified in the rules of the RERA, from the date the Promoters received the sum till the date the amounts and interest thereon is repaid.

(A) If the Promoters fails to abide by the time schedule for completing the project and handing over the premises to the Purchaser/s, the Promoters agree to pay to the Purchaser/s, who does not intend to withdraw from the project, interest as specified in the rules of RERA, on all the amounts paid by the Purchaser/s, for every month of delay, till the handing over of the possession. The Purchaser/s agree to pay to the Promoters, interest as specified in the rule, on all the delayed payment which become due and payable by the Purchaser/s to the Promoters under the terms of this agreement from the date the said amount is payable by the Purchaser/s to the Promoters.

(B) Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of premises on the aforesaid date, if the completion of building in which the premises is to be situated is delayed on account of :-

- a. Non-availability of steel, cement, sand, other building material, water or electric supply.
 - b. War, Civil Commotion or Act of God or any other calamity.
 - c. Any notice, order, rule, notification of the government and/or other public, local or competent authority.
 - d. Any prohibitory order in any litigation pertaining to the said property or the said Premises or the building in which the said Premises is situated.
 - e. Any other reason beyond the control of the Company as may be decided by the Company' Architect.
17. The Promoters, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser/s as per the agreement, shall offer in writing the possession of the said premises to the Purchaser/s in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoters shall give possession of the said premises to the Purchaser/s. The Promoters agrees and undertakes to indemnify the Purchaser/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoters. The Purchaser/s agree/s to pay the maintenance charges as determined by the Promoters or association of purchasers, as the case may be. The Promoters on its behalf shall offer the possession to the Purchaser/s in writing within 7 days of receiving the occupancy certificate.
18. It is hereby agreed, confirmed and declared by and between the parties hereto that on the Purchaser/s being put in the quiet, vacant and peaceful possession of the said premises, thereafter, the Purchaser/s shall alone be responsible for any changes or alteration

carried out in the said premises. The Promoters shall not be responsible in any manner whatsoever. The Purchaser/s hereby agrees to indemnify and keep indemnified the Promoters against any action that may initiated by local authorities under MRTP or any other acts, law and/or any loss, harm, damage, expenses caused on account of the same.

19. The Purchaser/s before taking possession of the said premises, shall remit and pay all the amounts due towards consideration and other charges mentioned hereinafter in this agreement along with interest, if any, and shall further sign and/or execute all writings and papers as may be reasonably required by the Promoters including possession letter, electricity matter application forms and other papers necessary or expedient for formation and registration of the proposed society that shall be formed of the various purchasers of premises in the said building/s.
20. The Purchaser/s agrees and undertakes that, on receiving such notice under clause (17) above, from the Promoters, and payment being made by the Purchaser/s accordingly the Purchaser/s shall be bound to enter into the premises, and irrespective whether the possession of the said premises has been taken or not by the Purchaser/s, the Purchaser/s shall be liable to bear and pay the proportionate share of outgoings in respect of the said property/building viz. local taxes, betterment charges and/or such other taxes, cess, levies imposed by the local authority or the government, water charges, insurance, common lights, repair and salaries of clerks, bills, collectors, chowkidars, sweepers and all other expanse necessary and incidental to the management and maintenance of the said property and/or the buildings. All such amounts to be paid by the Purchaser/s towards the outgoings as aforesaid shall be paid by the Purchaser/s to the promoters on or before the 5th day of every calendar month in advance and the Purchaser/s shall not withhold the same for any reason whatsoever. The Purchaser/s shall pay such amounts to the Promoters till such time as the co-operative housing society is formed. Upon the co-operative housing society being formed, the Purchaser/s shall be

liable to pay all the aforesaid amounts and such other amounts to such society. All there charges are payable only after handing over the possession of the premises. If the Purchaser/s fails to take from the Promoters the possession or make payment as mentioned above the Promoters shall recover from the Purchaser/s the charges & dues alongwith interest at the rate as specified in the rules, which the Purchaser/s is liable to pay thereon from the date of such intimation till the date of taking possession of the premises and payment thereof. The Purchaser/s further agree/s that till the Purchaser/s's share is so determined the Purchaser/s shall pay to the Promoters provisional monthly contribution of Rs. _____/- per month towards the outgoings. The amounts so paid by the Purchaser/s to the Promoters shall not carry any interest and remain with the Promoters until a conveyance/assignment of lease of the said Building is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the said Building, the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters to the Society or the Limited Company, as the case may be.

21. The Purchaser/s, on or before taking possession of the said premises, shall pay and tender to the promoters the following amounts:-

- a. Rs. 500/- For the Entrance Fee as well as Share Application Money.
- b. Rs. 2500/- For Professional Charges for preparation of this agreement.
- c. Rs. 2500/- Towards the legal charges & expenses for formation of the Society/ Limited Company & Corporate Body.
- d. Rs. 2000/- For M.S.E.B. & S.L.C. Charges.
- e. Rs. _____/- One year deposit towards maintenance Charges.

- f. Rs. 20000/- For Development Charges (to be paid at the time of execution hereof).
 - g. Rs. 30000/- For water line/meter charges if applicable.
 - h. Rs. 30000/- for alternative energy charges.
22. The Purchaser/s hereby agrees that the Purchaser/s shall not be entitled to question either the quantum of such amount nor claim any interest thereon. The Promoters shall utilize the aforesaid amounts for the purpose for which so collected and in case of shortfall under any head, shall utilized the excess amounts under other heads to meet such expenses. It is hereby expressly agreed, declared and confirm between the parties hereto that Promoters shall maintain a separate account for the amount collected under clause 21(e) towards one year maintenance charges and that all other amounts are non-refundable. On formation of the co-operative housing society and/or condominium of apartment owners and/or such other like association, that Promoters shall submit the accounts for the amounts collected under clause 21(e) to such association. The Promoters shall be entitled to require the Purchaser/s and other purchasers of premises in the building to contribute additional amounts in case of shortfall. The Purchaser/s doth hereby expressly agree and undertake to make such payment of amounts as and when called upon by the Promoters without any delay.
23. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Purchaser/s shall pay to the Promoter, the Purchaser/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 /wing of the building. At the time of registration of conveyance or Lease of the project land, the Purchaser/s shall pay to the Promoter, the Purchaser/s share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of

the said land to be executed in favour of the Apex Body or Federation.

24. It is hereby expressly agreed, declared and confirmed that the Promoters shall always have the statutory charges on the said Premises in respect of any amounts receivable from the Purchaser/s towards consideration and/or other amounts payable with interest, if any, as are herein contained in respect of the said premises, which are unpaid. The charge of the Promoters shall always be the first charge on the said Premises and if in case the Purchaser/s has availed of any loan from any banks or financial institutions, the charge of such banks or financial institutions shall be the second charge on the said premises. Unless and until the charge of the Promoters is cleared, such banks or financial institutions shall not be entitled to enforce their charge on the said premises.
25. In case the Purchaser/s or any of the purchaser of the other premises in the building fail and/or neglect to make payment of outgoing to promoters, the Promoters shall be absolved of their obligations to provide the services and shall not be liable or responsible for hardship or inconvenience, if any, caused to the Purchaser/s and/or the purchaser of other premises and/or the society that may be formed in due course.
26. Upon the Purchaser/s taking possession of the said premises, he/she/they shall have no claim against the Promoters as regards the quality of the building material used for construction of the premises or the said building or otherwise howsoever unless within a period of Five years from the date of handing over the said premises to the PURCHASERS/S, the Purchaser/s brings to the notice of the Promoters any defect in the said premises or the building in which the said premises is situated or the material used therein, then, wherever possible such defects shall be rectified by the Promoters at their own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Promoters reasonable compensation for the same which shall be at the sole discretion of the Promoters . The

Purchaser/s agree/s that he/ she/ they will not raise any dispute as regards to the same and shall co-operate and contribute in the matter of rectifying the defects.

27. The Purchaser/s agrees/agree and undertakes/ undertake to do, execute and deliver and cause to be done executed and deliver and cause to be done executed and delivered all acts, deeds, matters, documents, writings, letters, papers and other things as may be reasonably required by the Promoters for further better and more perfectly carrying out the terms and conditions of this agreement and/or for protecting or preserving the rights and interest of the Promoters or for securing the fulfillment of the provision hereof on the part of the Purchaser/s.
28. Nothing contained in this agreement is intended to be nor shall it be constructed to be a grant, demise or assignment in law or as conferring any right upon the purchaser in or to the said premises or any part of the said building or the said property. Such conferment will take place only in favour of the proposed co-operative housing society or condominium of apartment owners of the purchase of all premises in the said building and only upon execution of a conveyance or perpetual lease of the said property together with the building/s constructed thereon in favour of such society and other associations or apex society as hereinafter provided.
29. In the event of any portion of the said property being required by M.S.E.B. for putting up and electric sub-station, or M.T.N.L. or other Government or Public body the Promoters shall be entitled to give such portion to the said M.S.E.B. or M.T.N.L. any other body for such purpose on terms and conditions as may be agreed by the Promoters.
30. The Purchaser/s shall have no claim whatsoever, save and except in respect of the said Premises agreed to be purchased hereunder and all other portions of the building/s or the said property shall remain the property of the Promoters until transfer thereof to the proposed society or condominium of apartment owners as shall be formed. The Purchaser/s shall have no claim in or upon the open

spaces, parking places, lobbies, garden areas etc. and the same shall absolutely belong to the Promoters till transfer of the said property together with the building thereon in favour of the proposed society or condominium of apartment owners, as shall be formed.

31. The Promoters, as per the scheme of development, shall have right to amalgamate the said property with other adjoining properties and/or make additions and alterations to the said building/s or any part/s thereof and also to raise or put additional storey/s or structure/s including terraces at any time before the conveyance/perpetual lease of the said property and the said building/s in favour of the proposed society or condominium of apartment owners as shall be formed. The Promoters shall also be entitled to use and consume the FSI or additional FSI in respect of the said property or other land in the form of TDR brought from outside and such additional FSI or additions or additional structure/s or storey/s shall always be and shall be deemed to be the sole property of the Promoters and the Purchaser/s shall not be entitled to claim any rights, titles or interest therein. The Purchaser/s doth hereby agree and declare that the purchaser/s of the premises in/on such hereby storey/s or structures shall be admitted as the member/s of the society or condominium of apartment owners, as may be formed. The Purchaser/s shall give full co-operation and assistance to enable, additions and alterations as aforesaid.
32. The Promoters have expressly represented unto the Purchaser/s and it is hereby agreed by and between the Parties thereto that
 - a. The Promoters shall be developing the said property alongwith other adjoining properties in a phased manner as per the plans approved by the Thane Municipal Corporation as also with such modifications as the Promoters may from time to time propose and are approved by the Thane Municipal Corporation and the details of the such phased development shall be determined by the Promoters have apprised the Purchaser/s that the building in which the said premises is situated is

comprised in the complex known as "SHREE SHAKTI DESTINY". The common amenities and facilities of the Shree Shakti Destiny Complex shall be available to all the building comprised therein.

- b. As a part of construction of the Shree Shakti Destiny Complex, the Promoters have initially developed the property bearing Survey No.235 and Survey No. 236 H. No. 1 and are in the process of developing the property bearing Survey No.125 Hissa no.5 and Survey no.125 Hissa no.6. Furthermore, the Promoters are in the process of acquiring rights in respect of other adjoining properties and there is a possibility of amalgamating the said property with adjoining properties and thereby utilizing the FSI in respect of such adjoining properties as also loading additional transferrable development right and/or FSI on the said building/s for construction of additional floor/s or further construction on the said property, which may become available in future due to changes in law, rules and regulations and carrying on phase wise development of the properties acquired by the Promoters. The Promoters shall be entitled to load, use and consume such additional FSI presently available on the said property as also such additional FSI which may become available in future due to changes in law, rules and regulation for further construction on the said property or to transfer such FSI on some other property. The Promoters shall be entitled to Purchase the TDR from elsewhere and load, utilize and use the same for further construction on the proposed building to be constructed on the said property by way of additional floors, as per the rules and regulations for the time being in force. As per the rules and regulations for the time being in force, the Promoters are entitled to consume FSI / TDR / FSI by making payment of premium for construction of additional floors on Building No. 2 and accordingly have prepared necessary plans for approval, which have been perused by the Purchaser/s herein. The Purchaser/s shall not be entitled to raise any objection or

utilization of such FSI or TDR or for transferring such FSI or TDR from the said property to some other property. Such additional structure/s. storey/s shall be the property of the Promoters alone and the Promoters shall be entitled to sell, transfer and dispose of and/or otherwise deal with the same as may be deemed fit and proper by the Promoters, without rendering any account thereof or obtaining any further of separate from the Purchaser/s. The reference to building said property hereinafter shall also mean and include the amalgamated property and new building/s, if any.

- c. As the said property alongwith other properties is being developed as one property, it will not be possible to sub-divide the said property, as such the Purchaser/s shall not be entitled to ask for sub-division of the said property;
- d. The Promoters shall be entitled to make any variations, alterations, amendments or deletions to or in the proposed building/s, layout, plans and specification of the flats, offices and premises in the said building/s, relocating/realignment of the water, power, sewerage, telephone, gas and other services and utility connection and lines, overhead/undergrounds tanks, pumps, open spaces , parking spaces, recreation areas, amenities and facilities and/or varying the location of the access to the said building/s as may be required by the local authorities and/or as the Promoters may deem fit in their sole and unfettered discretion;
- e. There will a perpetual right of way from the property bearing Survey No.235 to the property bearing Survey No. 125/5 and 125/6 by way of Thane Municipal Corporation roads and/or internal roads constructed on the said property. The Promoters at their sole direction and without obtaining any consent from the Purchaser/s shall be entitled to grant and use such right of way over the said property to such other properties as shall be forming part of Survey No.235 or otherwise. The Purchaser/s and/or other purchaser of premises in the building of the said property shall always keep

the right of way open to sky and shall never ever enclose and/or create any obstruction on such right of way. Furthermore, the Purchaser/s alongwith other purchaser of premises in the buildings on the said property shall alongwith the purchaser of the premises in the buildings to be constructed on the property bearing S.No. 125/5 and 125/6 and/or other properties forming part of the Shree Shakti Destiny Complex or otherwise enjoying the right of way, shall at their own costs and expenses, maintain, repair and keep the right of way always open to sky and sans any obstruction.

- f. The Promoters have reserved with themselves the right to allot/give the open space around the building and the parking space under the stilt in the proposed building for the purpose of car parking, garage etc. The Promoters have further reserved with themselves the right to give the open space around the building, terrace space, space under the stilt, walls of the building, for putting up hoarding, sign boards as also space for putting up service towers on the building terrace and/or any other purpose and on such terms and conditions as the Promoters may deem fit and proper.
- g. The rights of Promoters, as stated hereinabove, shall continue to vest in the Promoters for their use and benefit till the time the said property is conveyed in favour of the society and/or association that shall be formed of the various purchaser of premises situated in the proposed building or the apex society. Till such time, the Promoters and/or its nominee shall alone be entitled to the income that may be derived there from and the Purchaser/s and/or the society and/or the association shall not raise any dispute as regards the same.
- h. The Promoters shall be entitled to carry out the intended development of the said property either by itself or through its nominees or assigns, but the Promoters shall ensure that the presents herein shall be binding on such assigns or nominees.

- i. The Promoters may, at its sole discretions, from and register a co-operative housing society or condominium of apartment owners of the various purchasers, transferees and allottees of the flats, offices, premises in the proposed building/s for the management, maintenance, regulation and control of all the common areas, amenities and facilities in the said property and for such other purpose as they may decide, and shall from and register a apex society of all the societies so formed.
- j. The Promoters shall transfer in favour of such apex society, the said building together with the land beneath and/or appurtenant to the said building, by executing the necessary Deeds/s of Conveyance, in the manner described in this Agreement;
- k. The Promoters are entitled to utilized any additional FSI that may be available to them either by way of amalgamation of properties and/or by way of Transfer of Transfer of Development Right and/or increases in FSI due to changes in the Development Rules or under any law, by constructing additional premises in the said building or additional floor on the said building being constructed by them or by constructing one or more separate building/s on the said property. The Promoters shall be entitled to use/consume the aforesaid additional FSI till the execution and registration of conveyance in favour of the co-operative housing society and/or any other like association;
- l. The Conveyance/Lease shall be executed by the Promoters only upon the completion of the development scheme and constructed of all building/s and complete development of the said property and on all the premises situated therein having been sold by the promoters. The Purchaser/s shall not insist upon the conveyance/lease prior to the completion of the entire development of the said property alongwith amalgamated property, if any;

- m. Till the time conveyance of the said property is executed as aforesaid, the Promoters shall reserve for itself the exclusive ownership, use and occupation of open spaces, parking places, portion/s, walls of the said building, compound walls and terrace/s to be constructed on the said property and shall be absolutely at liberty for leasing out, allotting the same and/or setting up communication or information sites of links, equipment, cell site/base station with an attendant room to be displaying hoardings, advertisements and sign boards, illuminated or otherwise, and neon signs and to install dish antennae with certain systems and contraption, electric meter rooms, communication links, cables and connection lines on the terms and conditions agreed between them. The Promoters shall be entitled to deal with the same and receive consideration in respect thereof.
- n. The Promoters be entitled to and/or allow other person to put on hoardings/s illuminated or comprising of neon signs on any portion of the said property or on the said building being constructed thereon or any parts thereof and for that purpose the Promoters are fully authorized to allow temporary or permanent construction or erection or installation either on the exterior/ terrace of the said building or on any portion of the said property as the case may be. The Promoters shall also be entitled to use any portion of the building/terrace for erecting and installing Cellular Telecommunication Relay station, and other communications relaying stations and to erect and install antenna, boosters and other equipments (hereinafter referred to as 'the Communication equipment') for facilitating relay of Cellular communication, radio services and satellite communications and providing other communications and relays by any and all means and devices and the Promoters shall be entitled to commercial exploit the aforesaid rights for their own behalf. The

Promoters shall be entitled to enter into appropriate agreements with the persons holding license/s from the authorities in respect of the commercial exploitation of the said equipments. The Promoters shall be entitled to allow the installation and/or erection of the said Cellular Telecommunication, Relay stations, and other communications relaying station on the terrace or other portion of the said building in the said property.

- o. The Purchaser/s or co-operative housing society that shall be formed, shall not demand any amount or any charge from the Promoters by way of monthly maintenance charges or any other charges or outgoing in respect of the aforesaid clauses; it being the express understanding that the Promoters shall transfer, from the date of conveyance, all the future benefits specified in aforesaid clauses in favour of the co-operative housing society on the Promoters executing and registering the Conveyance of the said property in favour of the apex society. Only from the date of such Conveyance being executed and registered, the co-operative housing society shall become entitled to receive benefits in respect of the facilities as set out in aforesaid clauses. The co-operative housing society shall not stake any claim to the amounts received by the Promoters prior to the execution of the Conveyance. The co-operative housing society shall become entitled to receive prospective benefits from the date of the Conveyance;
- p. The Purchaser/s, the co-operative housing society shall not arise any obstruction or interfere with the rights, powers and authorities of the Promoters in this regard.

It is hereby agreed by and between the parties hereto that the aforesaid conditions are of the essence of the contract and only upon the Purchaser/s agreeing to the said conditions, the Promoters have agreed to sell the said premises to the Purchaser/s.

- 33. The Promoters will sell all premises intend to be constructed on the said property with a view ultimately that the Purchaser/s of all the

premises in the said building including the additional floors, if any, shall be admitted to the Co-operative Housing Society.

34. The Purchaser/s hereby grant express consent to the Promoters to create a mortgage of the said property in favour of Bank in Financial Institutions. The consent is given on the express understanding that the mortgages shall be cleared by the promoters at their own expenses before the said Premises are handed over to the Purchaser/s.
35. On completion of the entire development of the said property and or sale of all the premises situated in the proposed building/s, the Promoters shall from and register a co-operative housing society or condominium of apartment owners of company or like association of the various purchasers in the said building/s, as may be decided by the Promoters. The association so formed shall be responsible for and hold the land underneath the said building and available open spaces around the said building and maintain the same. At no point of time will the Purchaser/s and/or other purchaser of premises in the building will insist for formation of any association prior to the Promoters completing the entire development as envisaged.
36. The Promoters shall form and register separate Co-Operative Housing Societies of the Purchaser/s of the said premises, in each building to be constructed on the said property and/or other adjoining properties comprised in the "Shree Shakti Destiny" Complex. The Promoters shall also form and register an Apex Society or other Association of such separate societies of separate buildings in the said "Shree Shakti Destiny" Complex, as the Promoters may think fit and proper for the purpose of administration management and maintenance of all the common services internal roads, street lighting, gardens, recreation or play grounds, common waterlines and electricity Lines upto individual building and the compulsory open space around the same and shall be bound to maintain the same and the Apex Society or other Association of separate societies will be responsible for Administration maintenance and management of the lay-out

common roads, garden, open spaces, common Waterlines, sub-station (if any), common electricity lines upto individual buildings, security services and other common services attending to the common problems, facilities, conveniences and amenities in the said Complex. The scheme of registration of separate Societies a separate conveyance or perpetual leases or perpetual lease will however, not entitle or demand partition of the said property now being developed by the Promoters and/or claim division or exclusive right on any of the portion of the land unless permitted by law and agreed by the Promoters.

37. The Purchaser/s shall become and be a member of the proposed society or condominium of apartment owners or such other like association and from time to time sign all proposals and application for registration thereof including the bye-laws thereof and return the same to the Promoters within seven days of receipt thereof without objecting to any changes, modifications as may have to be made in the same as the promoters may think proper and shall assist and co-operate in the formation and registration thereof and for such purpose from time to time sign all letters, writings and documents and do all other acts, deeds, matters and thing as the Promoters and/or such society may reasonably require. The Purchaser/s shall not take any objection to the changes or modifications, if any, made by the Promoters in the draft bye-laws or the Memorandum of 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. The proposed society or like association shall be formed and registered by the Promoters, only after all the premises in the said building and further buildings/s, if any, have been sold. In the event of the co-operative housing society of condominium of apartment owners or company or like association being formed even before all the premises situated in the building/s are sold by the Promoters, then in such event, the Promoters shall be entitled to sell such unsold premises to such purchasers as they may deem fit and proper and such purchasers shall be made the members of

the co-operative housing society or condominium, without charging any premium or any other extra amount whatsoever from them. Till such time, the Promoters shall be liable to pay only the municipal taxes at actual in respect of such unsold premises. The Promoters shall not be liable to pay any other amount towards maintenance charges or otherwise in respect of such unsold premises and the co-operative housing society shall not be entitled to demand any amounts from the Promoters.

38. The Promoters shall, within three months of registration of the Society or Association or Limited Company or of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Original Owner/Promoters and/or the owners in the said structure of the Building or wing in which the said premises is situated. Unless and until the Promoters have executed such conveyance or perpetual lease, the rights of the Purchaser/s shall be restricted only to the said Premises agreed to be purchased hereunder. Furthermore, such conveyance or perpetual lease shall be subject to the scheme of development as agreed and shall be executed by the Promoters only if all the purchasers of premises have paid to the Promoters their contribution for monthly maintenance and there in nothing due and payable by them.
39. The Purchaser/s shall pay to the Promoters a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoters in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease. The Promoters shall not contribute anything towards such expenses and the Purchaser/s or the society shall not demand any share in that regard from the promoters. The amount payable herein is in addition to the amounts mentioned in this agreement.

40. At the time of registration of conveyance or Lease of the project land, the Purchaser/s shall pay to the Promoters, the Purchaser/s' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.
41. So long as each premises in the said building is not separately assessed for Municipal Taxes and water taxes, etc. the Purchaser/s shall pay to the Promoters or to the said society when formed a proportionate share of the Municipal Taxes and water taxes assessed on the whole building, such proportion to be determined by the Promoters on the basis of the area of each premises in the said building. The Promoters will be liable to pay the Thane Municipal Corporation proportionate share of the municipal taxes and water charges only of the flat / premises etc. which are not sold out by the Promoters. The Promoters will also be entitled to the refund of the Municipal Taxes and Water charges on account of the vacancy of such premises if they have paid directly to the Thane Municipal Corporation in respect of such unsold flats and/or unallotted parking places.
42. The Promoters hereby represents and warrants to the Purchaser/s as follows:
 - i. The Promoters has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
 - ii. The Promoters has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
 - iii. There are no encumbrances upon the project land or the Project except those, if any, disclosed in the title report;

- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those, if any, disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing 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, project land and said building/wing shall be obtained by following due process of law and the Promoters has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Promoters 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 Purchaser/s created herein, may prejudicially be affected;
- vii. The Promoters has 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 project land, including the Project and the said premises which will, in any manner, affect the rights of Purchaser/s under this Agreement;
- viii. The Promoters confirms that the Promoters is not restricted in any manner whatsoever from selling the said premises to the Purchaser/s in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Purchaser/s;
- x. The Promoters has 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;

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoters in respect of the project land and/or the Project except those disclosed in the title report.

43. With intention to bind the Purchaser/s himself/ herself/ themselves and his/ her/ their successors in title who may for the time being be entitled to the benefit under this agreement the Purchaser/s doth/ do hereby covenant with the Promoters as follows:-

- a. To maintain the said premises at the Purchaser/s' own costs in good and tenantable repair and condition from the date possession of the said Premises is taken and shall not do or suffer to be done anything in or to the said building in which the said Premises is situated or staircase or any passages which may be against the rules, regulations or bye-laws of concerned local or any other authority or change/alter or make additional in or to the said building in which the said Premises is situated and/or the said Premises or any part thereof;
- b. Not to store in the said Premises any goods which are hazardous, combustible or of dangerous nature or are so heavy so as to damage the construction or structure of the said building in which the said Premises are situated or storing of which goods is objected to by the concerned local or other authority and shall not carry out or cause to be carried out repairs or additional which may damage or likely to damage the staircase, common passages or any other structure of the said building in which the said Premises is situated including entrance of the building and in case any damage is caused to the said building in which the said Premises are situated or the said Premises on account of negligence or default of the

Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach;

- c. To carry out at the Purchaser/s' own costs all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoters to the Purchaser/s and shall not do or suffer to be done anything in or to the said building in which the said Premises are situated or the said Premises which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority and in the event of the Purchaser/s committing any act in contravention hereof, the Purchaser/s shall be responsible and/or liable for the consequences thereof to the concerned local authority or any other public authority;
- d. Not to demolish or cause to be demolish the said Premises or any part thereof, nor at any time, make or cause to be made any addition or alteration of whatsoever nature in or the said Premises or any part thereof nor any alteration in elevation and outside colour scheme of the said building in which the said Premises are situated and shall keep the portion, sewers, drains, pipes in the said Premises and appurtenant thereto in good tenantable repair and conditions and shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs or the overall R.C.C. structure without the prior written permission of the Promoters and/or the said Society or the condominium or company as the case may be;
- 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 said building in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- f. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound of the said building or any part thereof;

- g. Not to use the said premises or permit the same to be used for any purpose other than that permitted by the Promoters or for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of neighbouring premises or for any illegal or immoral purpose or in violation of any rules applicable thereto;
- h. Not to encroach upon or make use of any portion of the said building not agreed to be acquired by the Purchaser/s and/or allotted to the Purchaser/s;
- i. Not to use the allotted parking space for stacking or dumping old household materials or to enclose the same by W.I. chain or grill or any type of fencing and the same shall be used by the Purchaser/s only for the purpose of keeping or parking their own vehicles.
- j. To carry out along with other purchasers of the premises situated in the building all repairs that shall be necessary to be carried out and directed by the government, local authority or any other statutory authority;
- k. Not to change the external elevation or colour scheme or enclose the open areas, outer grills of the said building;
- l. To bear and pay, from time to time, alongwith other purchaser/s of premises in the building, all the costs, charges, expenses pertaining to the repairs, maintenance and upkeep of the building/s and at no point of time will the Promoters be liable in that behalf;
- m. To pay proportionate share of outgoings toward municipal taxes, cess and other levies as shall be applicable in respect of the said Premises agreed to be acquired herein;
- n. The Purchaser/s has/have to complete the formalities as regards change of user with the local authorities at his own cost and consequences and the Promoters shall not be liable for the same. In the event, the Promoters consent in writing for change of the user the PURCHASER shall bear and pay increase in local taxes, water charges, insurance, and such other levies, if

- any, which are or may be imposed by the concerned local authority on account of change of user of the said premises;
- o. Not to let, sub-let, transfer, assign of part with the interests acquires herein by the Purchaser/s or part with Possession of the said Premises until the Purchaser/s has/have intimated in writing to the Promoters in that behalf till the society or condominium or company is registered and unless all dues payable by the Purchaser/s under this agreement to the promoters as also to government, local and other statutory bodies are fully paid up and only if the Purchaser/s are not guilty of breach of or non-observance of any of the terms and conditions of this agreement;
 - p. To observe, perform and fulfil the byelaws that may be adopted by the society or condominium or company that shall be formed of the various flats/offices/premises in the said building on the said property;
 - q. Till conveyance or perpetual lease of the building is executed, the Purchaser/s shall permit the Promoters, its Architects, surveyors, workman, masons, agents, servants and such other persons to enter into and upon the said property and the said building or any part thereof to verify and examine the state and condition thereof and for the purpose of repairing, construction of additional stories/s, maintaining, rebuilding, clearing and keeping in good order all drains, pumps, cables etc.
44. The Promoters shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose off their rights, titles, shares and interest in the said property or any part thereof, hereditaments and premises and the buildings constructed or hereinafter PROVIDED THAT the Promoters do not in any way affect or prejudice the rights hereby granted in favour of the Purchaser/s.
45. It is also understood and agreed by and between the parties hereto that the terrace space in front of, abutting or adjacent to any premises in the said Building, if any, belong exclusively to the respective purchaser of the Penthouses and such terrace shall not

be the exclusive use of the respective purchaser. The said terrace shall not be enclosed by the Purchaser/s till the permission in writing is obtained from the concerned local authority and the Promoters or the Society as the case may be.

46. The Purchaser/s and the person whom the said premises is permitted to be transfer with the written consent of the Promoters, shall from time to time sign all applications, papers and documents and do all acts, deeds and things as the Promoters or the Co-operative Housing Society may require for safeguarding the interest of the Promoters and/or the Purchaser/s and other Purchaser/s in the said property and observed and perform all the provision of the bye-laws and/or the rules and regulations of the co-operative Housing society for the time being in force.
47. It is expressly agreed and undertaken by the Purchaser/s that in case the Purchaser/s desires to obtain/borrow housing loan from any financial institution/Bank/organization/Employer by offering as security the said premises allotted under these presents, the payment of consideration by way of such loan shall be made directly in the name of the promoters. The repayment of such loans, interest and other charges on such loan shall be the sole responsibility of the Purchaser/s availing such loan. However, on non-payment of such loan by the Purchaser/s, the recourse available to the financial institution would be only to such said premises allotted to the purchaser and not to the land and buildings belonging to the Promoters. Furthermore, the right of the Promoters to recover any amounts due under the agreement shall be the statutory and first charge on the said premises and that the bank's charge shall be subsequent to the same. On financial institution agreeing to the above, the Promoters shall be deemed to have granted its NOC to such Purchaser/s to raise housing loan only on the aforesaid conditions and not otherwise.
48. The building in which the said premises is situated to be constructed on the said property shall be known as " _____ " and the name of the co-operative society or condominium of apartment owners or company shall bear that name.

49. Any delay, tolerance or indulgence shown by the Promoters in enforcing the term of this agreement or any forbearance or giving of time to the Purchaser/s by the Promoters shall not be constructed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser/s nor shall such acts in any manner prejudice the right of the Promoters.
50. The Purchaser/s hereby has clearly understood that there are various rights, which have been reserved by the Promoters. Some of which are enumerated before. The Purchaser/s has understood accepted and irrevocably consented to the same, as also agreed to do and undertake from time to time various acts execute deeds, matters and things.
51. The Promoters may complete the entire building or any part or portion thereof or floor or building and obtain part occupation certificate thereof and give possession of premises therein to the purchaser of such premises and the Purchaser/s herein shall have no right to object to the same and will not object to the same and the Purchaser/s hereby gives his specific consent to the same. If the Purchaser/s takes possession of any premises in such part completed portion or floor or otherwise the Promoters and/or its Agents or Contractors shall be entitled to carry on the remaining work including further and additional construction work of building in which the said premises are the said building or any part thereof and if any inconvenience is caused to the Purchaser/s, the Purchaser/s shall not protest, object to or obstruct the execution of such work nor shall the Purchaser/s be entitled to any compensation and/or damage &/or claim and/or to complain for the inconvenience and/or nuisance which may be caused to him/her or any other person/s.
52. The Purchaser/s confirm that the 'Promoters' shall always have the right to make additions and/or alterations and raise or put up additional structures, as may be permitted by Municipal Corporation and other concerned authorities on any portion of 'the said property.' If any portion of the said property is acquired or

notified to be acquired by the Government, Thane Municipal Corporation or any other Public Body or authority, 'the Promoters' shall be entitled to receive all the benefits in respect thereof and/or compensatory F.S.I. or all other benefits which may be permitted in lieu thereof. 'The Promoters' shall always be entitled to use any additional F.S.I. such as Transferable Development Right (T.D.R) or F.S.I. on payment of premium or any such additional construction due to change in law or carry out and complete additional construction that may be permitted by the Thane Municipal Corporation or any other local body or concerned authority on 'the said Property' or any part thereof for any reasons whatsoever including F.S.I. in respect of any adjoining or neighboring property. Such additional structures and storey's will be the sole property of 'The Promoters' and the Promoters will be entitled to dispose it off at their discretion and the Purchaser/s hereby has/have irrevocable consent/s for the same.

53. In the event of all the building/s on 'the said property' being not ready for occupation simultaneously and in the event of 'the Promoters' offering possession after grant of occupation certificate by Thane municipal Corporation of the said premises earlier than completing all the buildings on the said property then and in that event Promoters shall have exclusive and irrevocable right and authority to complete the construction of the balance buildings on 'the said property' and to deal with sell, transfer, grant or otherwise dispose off the same and to appropriate to themselves all consideration monies, deposits etc. without any interference, obstruction or objection by the Purchaser/s. 'The Purchaser/s' further confirm that he/she/they shall not object or disrupt construction of the balance building or buildings by 'the Promoters' on the ground of nuisance, annoyance or any other ground or reasons whatsoever 'the Promoters' shall further be entitled to either by themselves or through any of their nominees to construct and complete the said buildings on 'the said property' as they may desire in their absolute discretion without any interference or objection or dispute by 'the Purchaser/s'.

54. Till all the flats/ offices/ Commercial premises/ parking spaces and other premises are sold /or allotted to the prospective Purchaser/s the Promoters shall be entitled to retain with them unsold flats/ shops/ Commercial premises, unallotted parking spaces and other premises and no maintenance charges and other charges for common amenities would become payable by the Promoters in respect of the said unsold and unallotted units and neither the Purchaser/s nor the society shall claim, demand or charge the Promoters any amounts towards it. The Promoters shall be liable to pay only the Municipal rates and taxes, and water charges at actual in respect of the aforesaid unsold units.
55. In the event of Society of the PURCHASER/S, being formed and registered before the sale and disposal by the PROMOTERS of all the premises, in the said property the power, control and the authority of the said Society shall be subject to the overall authority and control of the PROMOTERS in respect of all the matters concerning the said property till conveyance of title by the Promoters and in particular the PROMOTERS shall have absolute authority and control as regards the unsold flats / premises unallotted parking places and sale/ disposal/allotment thereof. PROVIDED AND ALWAYS the PURCHASER/S hereby agree/s and confirm that in the event of such Society being formed earlier than the DEVELOPERS dealing with or disposing off all premises in the said building then and in that event any ALLOTTEE or PURCHASER of premises from the PROMOTERS shall be admitted to the said Society, on being called upon by the PROMOTERS without payment of any premium or any additional charges save and except Rs. 500/- for the Share Money and Rs. 100/- as Entrance Fee or any other fees required by the law in force and such allottee, Purchaser/s or Transferee thereof shall not be discriminated or treated prejudicially by the said Society.
56. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said premises or of the said Plot and Building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the

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 Promoters until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

57. After the Promoters executes this Agreement he shall not mortgage or create a charge on the said premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser/s who has taken or agreed to take such said premises.
58. The DEVELOPERS shall, if necessary, become members of the society in respect of their rights, benefits, conferred herein. If the Promoters transfer, assign and dispose off such rights and benefits herein conferred on them at any time to anybody, the Purchaser/s or the Society or Organization shall not have any objection to admit such Assignee or Transferee or the Purchaser/s thereof as a Member of the Society and the Promoters shall not be liable for any transfer charges of any nature whatsoever in respect of such membership.
59. Nothing contained in these presents shall be construed to confer upon the Purchaser/s any right, title and interest of any kind whatsoever into or over the said property and the said premises or any part thereof, such conferment shall take place only upon the execution of the lease/conveyance as hereinabove stated.
60. The Purchaser/s shall have no claim, save and except in respect of the said premises, common areas and facilities and limits hereby agreed to be acquired i.e. all other areas including terrace and open space as around the said Buildings and the balance portion/s of the said property will remain the property of the Promoters until the whole of the land and building is transferred to the Society as herein provided subject to the right of the promoters as contained in this Agreement.

61. The Promoters shall always have sole right to get benefit of additional FSI for construction and/or also to avail benefits of Transfer of Development Rights (TDR) of some other property on the said property or at the option of the Promoters, from the said property to some another property, as may be application from time to time from the Corporation and also to make the additional raise stories or put up additional structures as the case may be as permitted by the corporation and other Competent Authorities. Such additional structures and stories will be the property of the Promoters alone who will be entitled to use the terrace including parapet wall for any purpose including display of advertisements and sign boards and the Purchaser/s shall not be entitled to raise any objection or claim for any abatement in the price of the said premises agreed to be acquired by him and/or claim any compensation or damage on the ground of inconveniences or any other ground whatsoever from the Promoters.
62. The Purchaser/s hereby expressly agrees and covenants with the promoters that in the event of all Floors, (or the wings) of the said proposed building on the said property being not ready for occupation simultaneously and in the event of the Promoters offering license to enter upon the said premises to the Purchaser/s earlier than completion of all the floors and wings of the said property then and in that event the Purchaser/s has no objection to the Promoters completing the construction of the balance Floor/s (or wings) or building on the said property without any interference or objection by the Purchaser/s. The Purchaser/s further confirms that he shall no object to construction of the balance floor/s or building, wing/s or part/s thereof by the Promoters on the ground of nuisance, annoyance or any other ground or reason whatsoever and the promoters shall be entitled to either by themselves or through any nominee to construct and complete the said floor or wing/s or building/s on the said property as they may desire absolute discretion without any interference or objection or dispute by the Purchaser/s .

63. Notwithstanding anything contained in any law for the time being in force and/or in the present herein contained, the Promoters shall in respect of any amounts remaining unpaid by the Purchaser/s under the terms and conditions of this Agreement have a first lien and charge on the said premises agreed to be purchased by the Purchaser/s.
64. Forwarding this Agreement to the Purchaser/s by the Promoters does not create a binding obligation on the part of the Promoters or the Purchaser/s until, firstly, the Purchaser/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser/s and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoters. If the Purchaser/s(s) fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith including the booking amount shall be returned to the Purchaser/s without any interest or compensation whatsoever.
65. This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said premises/plot/building, as the case may be.
66. This Agreement may only be amended through written consent of the Parties.
67. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations

arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchaser/s of the said premises, in case of a transfer, as the said obligations go along with the said premises for all intents and purposes.

68. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
69. Wherever in this Agreement it is stipulated that the Purchaser/s has to make any payment, in common with other Purchaser/s(s) in Project, the same shall be in proportion to the carpet area of the said premises to the total carpet area of all the premises in the Project.
70. 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.
71. Any delay, tolerance or indulgence by the Promoters in enforcing the terms of this agreement or any forbearance or giving of time to the Purchaser/s by the Promoters shall not be construed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser/s nor shall such act in any manner prejudice the rights of the Promoters.
72. All letters, receipts, notices to be served on the Purchaser/s by the Promoters shall be deemed to have been duly served if sent to the Purchaser/s by Registered Post Acknowledgment Due (R.A.P.D) or

Courier or notified E-MAIL at his/ her/ their address herein below written:-

That in case there are Joint Purchaser/s all communications shall be sent by the Promoters to the Purchaser/s whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchaser/s.

73. The Purchaser/s shall bear and pay the costs of stamp-duty and registration charges and other charges in respect of the presents herein. The Purchaser/s shall present this agreement at the proper registration office for registration within the time limit prescribed under the provision of law.
74. The Purchaser/s is fully aware of the provision of the stamp duty payable on this Agreement and in case any additional stamp duty or amount is required to be paid or is claimed by the superintendent of Stamps or Concerned Authority, the same shall be borne and paid by the Purchaser/s alone including the penalty, if any. The Promoters shall not be liable to contribute anything towards the said stamp duty. The Purchaser/s shall indemnify the Promoters against any claim form the Stamp Authorities or other Concerned Authority in respect of the said stamp duty to the extent of the loss or damage that may be suffered by the Promoters. The Purchaser/s shall also fully reimburse the expenses that may be required to be incurred by the Promoters in consequences of any legal proceedings that may be instituted by the authorities concerned against the Promoters for non-payment and/or under payment of stamp duty by the Purchaser/s.
75. The Purchaser/s do hereby expressly agrees, undertakes, declares that the Purchaser/s shall alone be liable to pay and shall make payment of the amounts as shall be charged by way of VAT and/or services tax towards the presents herein at the time of taking possession of the premises. In addition thereto whatever taxes, duties, levies and cess levied by any authorities or authorities

concerned hereby further agrees and confirms that all taxes including VAT, service Tax etc. as may be applicable and demanded in respect of the present transaction regarding the said Premises shall be borne and paid by the Purchaser/s alone and demand made by the concerned authorities or the promoters and the Purchaser/s hereby agrees and undertakes to indemnify and keep indemnified the Promoters in this behalf.

76. All costs, charges, and expenses in connection with the formation of the Society as well as the costs of preparing and engrossing the Leave &/or Conveyance, stamp and registration charges thereof and all other Agreements Assignment Deeds, transfer Deeds or any other Document/s required to be executed by the promoters as well as the entire professional costs of the Attorneys-at-law of the Promoters in preparing and approving all such documents shall be borne and paid by the society or proportionately by all the premises Purchases in the said Building. The stamp and registration charges and the entire professional costs of Advocate/Solicitor incidental to this Agreement shall be borne and paid by the Purchaser/s. The Promoters shall not contribute anything towards such expenses. The shares of such costs, charges and expenses payable by the Purchaser/s shall be paid by him immediately on demand.
77. This agreement is an agreement as contemplated under the Real Estate (Regulation and Development) Act, 2016 or any other law applicable to the Society formed if any, and is bound by the provisions thereof as also by the rules made thereunder and/or any other enactment and/or amendment thereof as per discretion of Promoters. The Purchaser/s shall be governed by the provisions of law as are applicable to the form of Organization of persons formed as per the sole decision/ discretion of Promoters. The Promoters agree to enter into final Sale Deed at the time of possession of the said premises which will be registered and all charges like stamp duty, registration charges and VAT/Service Tax shall be payable by the purchaser at the time of the final Sale Deed.
78. **PROVIDED AND ALWAYS** that if any dispute, difference or question at any time hereafter arises between the parties hereto

or their respective representatives in respect of the construction, or concerning anything herein contained or arising out of these presents or as to the rights, liabilities and/or the duties of the parties hereto, the same shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the _____ Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations thereunder.

79. 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 Courts in Thane shall have jurisdiction for this Agreement.
80. The stamp duty and registration charges on this Agreement shall be borne and paid by the Purchaser/s alone. The Purchaser/s shall immediately after the execution of this Agreement but not later than four months from the date of execution of these presents, lodge the same for registration and attend the office of the Sub-registrar of Assurances in that behalf. and admit execution thereof at the costs and risk of the PURCHASER. If the Purchaser/s fail/s to lodge this Agreement for Registration the Promoters shall not be any way responsible for the non-registration of the said Agreement and consequences arising therefrom.

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

THE FIRST SCHEDULE ABOVE REFERRED TO

All those pieces and parcels of land bearing Survey No.125 Hissa No.5 admeasuring about 0H-07R-0P i.e. about 700 sq. meters lying, being and situated in Village Dawale, Taluka and District Thane and within the limits of Thane Municipal Corporation in the Registration District and Sub-district of Thane.

THE SECOND SCHEDULE ABOVE REFERED TO

All those pieces and parcels of land bearing Survey No.125 Hissa No.6 admeasuring about 0H-18R-5P with Pot Kharaba of 0H-03R-0P thereby

aggregating to 0H-21R-5P i.e. about 2150 sq. meters lying, being and situated in Gaothan area of Village Dawale, Taluka and District Thane and within the limits of Thane Municipal Corporation in the Registration District and Sub-district of Thane.

THE THIRD SCHEDULE ABOVE REFERRED TO

All that premises being Premises / Flat bearing No. _____ admeasuring _____ sq. ft. equivalent to _____ sq. meters carpet area on the _____ floor of the Building known as “_____”.

SIGNED, SEALED AND DELIVERED)

by the withinnamed, the Promoters)

M/s.SHREE SHAKTI DEVELOPERS)

Through its partner)

_____)

In the presence of _____)

_____)

1. _____)

2. _____)

SIGNED, SEALED AND DELIVERED)

By the withinnamed, the Purchaser/s,)

_____)

_____)

_____)

In the presence of)

1. _____)

2. _____)

RECEIPT

RECEIVED the day and year first hereinabove written of and from the
withinnamed Purchaser the amount of Rs. _____/- (Rupees
_____ only) in the following manner:

Sr. No.	Cheque No.	Date	Amount (Rs.)	Bank
1				
2				
3				
4				

being the amount towards earnest / part/ full consideration to be paid to
us in the manner hereinabove recorded.

Rs. _____/-

Witness: - =====

1. We Say received,

2.

For M/s. Shree Shakti Developers
Partner/s