

ALLOTMENT LETTER

To,

Sub :- Reservation/Allotment of allotment for Flat No. _____ on floor _____ in Building “_____” in Phase “_____” of “Mohan Altezza”, Kalyan ('said Flat').

Dear Sir/Madam,

- 1) We thank you for your keen interest to purchase Flat No. _____ on the _____ floor admeasuring approximately _____ sq.ft. Carpet area, along with _____ Covered Car Parking in the proposed building / Tower “_____” in the project known as “Mohan Altezza ”.
- 2) Pursuant to your request, we hereby inform you that we are agreeable to reserve the said Flat for you, subject to you making timely payment as per the payment schedule mentioned in clause 6 hereinbelow and subject to the plans as sanctioned by Kalyan Dombivali Municipal Corporation and subject to the terms and conditions mentioned herein. In the event of any changes as per the Government rules and regulations, the revision and the impact thereof on the said property shall be communicated to you.
- 3) The sale consideration of the said Flat is Rs. _____/- (Rupees _____ Only) and Maintenance charges and requisite Corpus fund is extra and payable in addition to above consideration and is required and payable at the time of possession. In addition to the sale consideration you shall also be required to pay GST and other taxes, duties, levies etc as applicable from time to time.
- 4) We confirm having received a sum of Rs. _____/- as a token of your intent to reserve the allotment. The balance payment of Rs. _____/- and the applicable taxes shall be paid by you as per the payment schedule mentioned in clause 6 herein below.
- 5) You have made the following representations and warranties and on the basis of the same we are agreeable to reserve the said Flat:
 - a) You are not prohibited from acquiring the said Flat under any law or otherwise and/ or adjudged to be an insolvent, bankrupt, etc. and / or ordered to be wound up, as the case may be,
 - b) You have not received any notice from either the State or the Central Government of India and/ or from abroad for your

involvement in any money laundering or any illegal activity and/ or declaring you to be a proclaimed offender and/ or no warrant is/ has been issued against you,

- c) You are aware that the carpet area of the said Flat mentioned herein is approximate and measured on a bare shell basis, which area is also indicated in the approved plan and the actual carpet area of the said Flat upon completion of construction may vary up to 3% (approx).
- d) You have inspected all documents and details pertaining to the real estate project to your satisfaction including but not limited to the title documents in respect of the project land, sanction plans, layout plans, building permissions, etc.

We have allotted the said Flat to you in reliance of the accuracy of the above representations and warranties which we consider and you agree and consent to be an important and integral part of this transaction

- 6) Payment Schedule is as below:

- 7) It has been agreed that the timely payment of all amounts demanded by us from time to time towards the progress of the project is of prime essence .You have confirmed to us that an intimation forwarded by us to you that a particular stage of construction is commenced shall be sufficient proof to that effect. However, it is agreed by you that failure to receive notice from us requiring such payment shall not be a plea or an excuse for non payment of any amount on their respective due dates. It is also been agreed that in case of any cheque getting bounced during the payment of any installment/s, we shall be inter alia, entitled to forthwith cancel the reservation of the Flat in your favour and all amounts paid by you shall stand forfeited. We shall be further entitled to pursue any legal remedy.

- 8) Any notice with respect to this allotment letter shall be validly served upon you if sent by any one of the following mediums:

By Email to:

By Post to:

- 9) In addition to the above you shall pay the charges/ deposits as and when demanded towards:- Maintenance Charges, Corpus Fund, legal charges, Stamp Duty and Registration charges, formation and registration of Society/Condominium, society maintenance, proportionate share of property taxes for building under construction, Infrastructures development Charge and any other charges that are applicable which will be over and above the sale consideration of the said Flat.
- 10) It is expressly agreed, consented and accepted by you that you will not have any right, title, interest, claim, etc . on the said Flat and you will not be entitled to occupy and we shall not be liable to hand over occupation / possession of the said Flat unless you pay the entire sale consideration, along with interest (if any), taxes, deposits and other outstanding dues including maintenance charges and corpus fund for the said Flat.
- 11) It is further expressly agreed, consented and accepted by you that we shall be at the liberty to sell, assign, transfer mortgage or otherwise deal with our right, title and interest in the said Property and/ or the building/s being constructed/to be constructed thereon.
- 12) You have agreed and consented that you will not be entitled to transfer, assign, license, mortgage, charge, lien, encumber or create any right under this letter, without our prior written consent.
- 13) This reservation of allotment is subject to terms and condition set out in the sale agreement which shall be executed and registered within 30 days of being called upon by us to do so. The said Agreement shall be executed and registered under the provisions of the Real Estate (Regulation and Development) Act, 2016 or any other law as may be applicable at the relevant time.
- 14) We reserve the sole right to make any addition, modification, changes, alteration and reduction, etc. in the said flat as per the direction of the Kalyan Dombivali Municipal Corporation and/ or any other such authority from time to time or as required by various rules and regulations which shall be informed to you.
- 15) Notwithstanding anything contained under this letter you have expressly agreed, accepted and confirmed to pay/reimburse to us immediately as and when demanded by us and/or to the appropriate authorities all the present/ future/ revised/ new property/ Municipal Tax, Education Cess, GST, and/ or any other levies, taxes, cess, surcharge, dues, duties, including 1% TDS, etc. which may be called or demanded under name or terminology or may become payable due to any change/amendment in the existing laws, policies, rules or due to implementation/ enactment of any new laws/ rules by the Local Bodies, State Government, Central

Government or by any other Competent Authorities. You shall pay such amount in additions to any amount mentioned under the agreement/ letter or otherwise.

- 16) It is agreed that you shall make payments due to us immediately as per the terms of the demand letters. If the due payments are not made as per the terms mentioned in the demand letters, you shall be required to pay the demanded amount with interest at the State Bank of India's Highest Marginal Cost of Lending Rate plus 2% per annum or such other rate as may be prescribed under the applicable laws, until realization of the cheques/ payment. In the event you fail to make payment, this reservation / shall automatically stand cancelled, rescinded/ revoked without any further notice and amount paid by you till then shall stand forfeited as and by way of liquidated damages for cost and we will be at liberty to sell or dispose the said Flat to any third party without any reference from you. The above remedy shall be without prejudice to any other right or remedy available to us against you.
- 17) We shall have full right and absolute authority and shall be entitled to, at any time hereafter to change, alter and amend the layout, plans, designs, elevation, etc. of "Mohan Altezza" and you agree to grant your consent thereto.
- 18) You shall not withhold your consent for any such change, alteration, amendment to the layout plans, designs, elevation, etc so long as we have made available the layout plans, designs and elevations, etc to you either at our office or on the website of the Authority.
- 19) Further, we shall not be required to obtain your consent in the following events:
 - a. any minor additions or alterations.
 - b. any addition or alterations to any club house, common areas, amenities, etc.
 - c. any addition or alteration in compliance of any direction or order issued by the competent authority or statutory authority under any law of the State or Central Government.
- 20) It is mutually agreed that upon termination/ cancellation of the reservation of allotment of the said premises, the entire amount paid by you shall be forfeited by us and you shall have no right/ claim against the said Flat / Project or the Promoter.
- 21) You agree that in case you are an NRI or non-resident/foreign national of Indian origin/foreign national/foreign company or non-resident, then in that event, you shall be solely responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act, Reserve Bank of India Act and rules/guidelines made/issued there

under and all other applicable laws including that of remittance of payments, acquisition/sale, transfer of immovable properties in India.

- 22) All the terms and conditions mentioned herein and in the sale Agreement shall be binding on you and you confirm that this allotment is the basis of commercial understanding between us.
- 23) In case of any inconsistency between the provisions of any other prior writings, arrangements or the booking form and this Letter of Allotment, the provisions as contained in this Letter of Allotment shall prevail.
- 24) This Letter of Allotment is subject to the terms and conditions of the sale agreement. Please sign this letter as a token of your express consent and acceptance of all terms and conditions as stated herein above.

Thank you and assuring you of our best services at all times.

Yours Faithfully,

For MOHAN LIFESPACES LLP

Authorised Signatory

I / We hereby have read, understood & agreed and consented to all the above.

DRAFT

Ward No. :
Village : Gandhare
Flat area : _____ sq.mts. carpet
Actual Value : Rs. _____
Market Value : Rs. _____
Pan No. :

AGREEMENT FOR SALE

THIS AGREEMENT MADE AT KALYAN

ON THIS ____ DAY OF _____ 201__

B E T W E E N

M/s. **Mohan Lifespaces LLP**, a Limited Liability Partnership firm, registered under Limited Liability Partnership Act, 2008, having its office at - G-1, Ground Floor, Mohan Plaza, Near Mohan Pride, Wayale Nagar, Kalyan (West), District Thane through its partner

hereinafter called and referred to as the **Promoter** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Partners constituting the said firm for the time being, their heirs, legal representatives, executors and administrators) being the Party of the First Part;

A N D

aged about _____ years, occupation _____ at
residing _____

hereinafter called and referred to as the **Purchaser** (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her heirs, executors, administrators and assigns) being the Party of the Second Part;

WHEREAS Shri Tukaram Sukrya Patil and Others are the owners of all those pieces and parcels of land lying, being and situate at village Gandhare, Taluka Kalyan, Dist Thane within the limits of Kalyan Dombivli Municipal Corporation bearing:

Survey No.	Hissa No.	Area sq. mts
.62	Part	520
15	6 Part	740
17	3	3790
18	2-B	3140
23	2 Part	6900
23	2 Part	6800
14	3	1200
Total →		23090

hereinafter called and referred to as the **Property No. I**

WHEREAS Shri Tukaram Sukrya Patil and Others by and under the agreement dated 06.12.2006 agreed to grant the said property along with its development rights to M/s. Mahaveer Traders, Shri Bhanubhai Ravji Talaviya and Shri Ramji Govardhan Savalia at and for the price / consideration and on the terms and conditions therein contained and in pursuance thereof have also granted the Power of Attorney on 06.12.2006 in favour of the said M/s. Mahaveer Traders M/s. Mahaveer Traders, Shri Bhanubhai Ravji Talaviya and Shri Ramji Govardhan Savalia and the said agreement and power of attorney are registered at the office of Sub-Registrar of

Assurances at Kalyan – 2 under serial No. 7825/2006 and 299/2006 respectively.

AND WHEREAS by and under Agreement dated 15.04.2011 registered at the office of Sub-Registrar of Assurances at Kalyan -2 under serial No. 3790/ 2011 made and executed between Shri Tukaram Sukrya Patil and Others as the Owners, M/s.Mahaveer Traders, Shri Bhanubhai Ravji Talaviya and Shri Ramji Govardhan Savaliya as the Assignors and M/s. Mohan Lifespaces LLP viz. the Promoter herein as Assignee, the Promoter herein acquired the **Property No. I** for development and in pursuance thereof, a Power of Attorney is also executed on 15.04.2011 by the above persons in favour of the Promoter and the same is also registered at the office of Sub-Registrar of Assurances at Kalyan -2 under serial No. 121/2011.

AND WHEREAS Shri Bachhuram Ganpat Karbhari and Others are the Owners of all those pieces and parcels of land lying, being and situate at village Gandhare, Taluka Kalyan, Dist Thane within the limits of Kalyan Dombivli Municipal Corporation bearing:

Survey No.	Hissa No.	Area sq. mts
17	2/6	7640
9	4/2	6700

hereinafter called and referred to as the **Property No. II.**

WHEREAS Shri Bachhuram Ganpat Karbhari and Others by and under the agreement dated 31.12.2007 agreed to grant the said property along with its development rights to M/s. Jay Khodiyar Enterprises and Shri Rajesh Omprakash Gupta at and for the price / consideration and on the terms and conditions therein contained and in pursuance thereof have also granted the Power of Attorney on 31.12.2007 in favour of the said M/s. Jay Khodiyar Enterprises and Shri Rajesh Omprakash Gupta and the said agreement and power of attorney are registered at the office of Sub-Registrar of Assurances at Kalyan – 1 under serial No. 510/2008 and 68/2008 respectively.

AND WHEREAS by and under Agreement dated 15.04.2011 registered at the office of Sub-Registrar of Assurances at Kalyan - 2 under serial No. 3789/2011 made and executed between Shri Bachhuram Ganpat Karbhari and Others as the Owners, M/s. Jay Khodiyar Enterprises and Shri Rajesh Omprakash Gupta as the Assignors and M/s. Mohan Lifespaces LLP viz. the Promoter herein as Assignee, the Promoter herein acquired the **Property No. II** for development and in pursuance thereof, a Power of Attorney is also executed by the above persons in favour of the Promoter and the same is also registered at the office of Sub-Registrar of Assurances at Kalyan -2 under serial No. 122/2011.

AND WHEREAS Smt. Shamibai Vishnu Mhatre and Others are the Owners of all those pieces and parcels of land lying, being and

situate at village Gandhare, Taluka Kalyan, Dist Thane within the limits of Kalyan Dombivli Municipal Corporation bearing:

Survey No.	Hissa No.	Area sq. mts
62	1	520
15	6/1	760
9	5/1	2450

hereinafter called and referred to as the **Property No. III**

AND WHEREAS Smt. Shamibai Vishnu Mhatre and Others as Owners, Shri Laxman Kalu Patil and Others as First Confirming and M/s. Bhanu Corporation as the Second Confirming Party and Shri Chandrakant Shivram Aher and Others as Third Confirming Party by and under Development Agreement dated 16.06.2005 registered at the office of Sub-Registrar of Assurances, at Kalyan – 1 under serial No. 4257/2005 granted the development rights in respect of the **Property No. III** to M/s. Vijay Builders and Developers at and for the price / consideration and on the terms and conditions therein contained and in pursuance thereof, the said Smt. Shamibai Vishnu Mhatre and Others have collectively executed a Power of Attorney in favour of M/s. Vijay Builders and Developers on 16.06.2005 and the same is registered at the office of Sub-Registrar of Assurances at Kalyan – 1 under serial No. 471/2005

AND WHEREAS further by and under an agreement dated 23.12.2011 the said M/s. Vijay Builders and Developers granted and assigned the development rights of the **Property No. III** to the Promoter herein and in pursuance thereof also executed Power of Attorney in favour of the Promoter and the same are registered at the office of Sub-Registrar of Assurances at Kalyan-2 under serial No. 2106/2012 and 2107/ 2012 respectively.

AND WHEREAS Smt. Fasubai Sukrya Patil and Others are the owners of all that piece and parcel of land lying, being and situate at village Gandhare, Taluka Kalyan, Dist Thane within the limits of Kalyan Dombivli Municipal Corporation bearing:

Survey No.	Hissa No.	Area sq. mts
9	5/2	2240

hereinafter called and referred to as the **Property No. IV** and further by and under the Deed of Release dated 12.11.2008, the other co-owners Smt. Fasubai Sukrya Patil and Others released, relinquished and surrendered their undivided share, right, title and interest in respect of the said property in favour of the Shri Ganesh Baliram Patil, Shri Balkrishna Ganpat Patil, Shri Nandu (Nanda) Sukrya Patil, Shri Tukaram Sukrya Patil and Shri Gyanba Sukrya Patil as per their holding and possession and the said Release Deed is registered at the office of Sub-Registrar of Assurances at Kalyan – 2 under serial No. 8617/2008 and further the said Shri Ganesh Baliram Patil, Shri Balkrishna Ganpat Patil, Shri Nandu (Nanda) Sukrya Patil, Shri Tukaram Sukrya Patil and Shri Gyanba Sukrya Patil by and under separate five agreement dated 16.07.2011, 12.08.2011, 21.08.2012, 03.08.2011 and 03.08.2011 respectively

granted the development rights in respect of their share, right, title, interest and holding in favour of the Promoter herein and in pursuance thereof also executed the Power of Attorney in favour of the Promoters herein and the same are registered at the office of Sub-Registrar of Assurances at Kalyan – 2 under serial Nos. 7231/2011 & 7232/2011, 8829/2011 & 277/2011, 6175/2012 & 6176/2012, 8406/2011 & 8407/2011 and 8411/2011 and 8412/2011 respectively.

AND WHEREAS Shri Malubai Kashinath Madhavi and Others are the Owners of all those pieces and parcels of land lying, being and situate at village Gandhare, Taluka Kalyan, Dist Thane within the limits of Kalyan Dombivli Municipal Corporation bearing Survey No. 15/5 admeasuring 11400 sq. metres and Survey No. 23/1 admeasuring 2800 sq. metres.

AND WHEREAS the said Owners by and under the Agreement dated 27.08.2007 registered at the office of Sub-Registrar of Assurances at Kalyan-1 under serial No.1223/2008 have entered into agreement with M/s. Moreshwar Builders and Developers and in pursuance thereof have also granted the power of attorney in favour of M/s. Moreshwar Builders and Developers and the same is registered at the office of Sub-Registrar of Assurances at Kalyan – 1 under serial No.1224/2008.

AND WHEREAS in pursuance to the said agreement the said M/s. Moreshwar Builders and Developers by and under Agreement dated 27.04.2016 registered at the office of Sub-Registrar of Assurances at Kalyan-1 under serial No.3766/2016 granted, assigned and transferred all those portions of land totally admeasuring **7750 sq.meters** in favour of the Promoter herein comprising of

Survey No.	Hissa No.	Area sq. mts	Reservation Site No.
15	5	1150	24 mt wide road
15	5	1800	106 (High School)
15	5	4465	107 (Play ground)
23	1	335	107 (Play ground)
Total →		7750	

and in pursuance thereof the said Moreshwar Builders and Developers for self and constituted attorney for Malubai Kashinath Madhavi and others granted power of attorney in favour of the Promoter herein and the said power of attorney registered at the office of Sub-Registrar of Assurances at Kalyan-1 under serial No.3767/2016. hereinafter called and referred to as the **Property No. V.**

AND WHEREAS as recited herein above, the Promoter herein are well and sufficiently entitled to and / or seized and possessed of all those piece and parcels of land being denoted as Property No. I, II, III, IV and V totally admeasuring **51150 sq. metres** hereinafter called and referred to as the "**entire property**".

AND WHEREAS the Promoters have also obtained the transferable development rights to the extent of 2385 sq. metres from Shri. Ramesh Vithal Konkar Mhatre under agreement dated 5.05.2012 registered at the office of Sub-Registrar of Assurances Kalyan-2 under serial No.4024/2012 and further have also obtained the transferable development rights to the extent of 1212 sq. metres from Shri Rajesh Bapurao Bhalerao under agreement dated 29.01.2014 registered at the office of Sub-Registrar of Assurances Kalyan-2 under serial No. 735/2014 and thus have obtained revised Building Commencement Certificate granted by the Kalyan Dombivli Municipal Corporation under No. KDMC / NRV/BP/KV/2012-13/226/39 dated 03.6.2015 and thus got plans approved as recited hereinbelow.

AND WHEREAS the Promoter herein, by and under the powers and authorities vested in them have followed the requisite procedure and have amalgamated the pieces and parcels of land totally admeasuring 35,500 sq. metres comprising of

S.No./H.No.	Area sq. mts
62/2	520
15/6 /2	740
17/3	3790
18/2/1	3140
23/2 /1	6900
23/2 /2	6800
17/2/6	7640
62/1	520
15/6/1	760
9/5/1	2450
9/5/2	2240
Total →	35500

and have obtained the building commencement certificate from the Kalyan Dombivli Municipal Corporation under No. KDMP / NRV / BP / KV / 2012-13/226/39 dated 03.06.2015.

AND WHEREAS the land admeasuring 35500 sq.metres is converted to non-agricultural use under the Order of the Collector, Thane bearing No. Mahsul / Kaksha-1 / T-7/NAP / Gandhare – Kalyan / SR – 201 / 2012 dated 15.04.2013.

AND WHEREAS District Officer, Thane issued certificate to planning officer/Chief Officer Kalyan Dombivli Municipal Corporation on 13/07/2016 bearing no. Mah/K-1/T-7/Vinishiti/SR-59/2015 under Section 42-A (1)(A) of Maharashtra Land Revenue Code 1966 and declared the land bearing S. No. 9/4/2 area admeasuring 6700 sq. meters land is Class I property.

AND WHEREAS the Promoters have also obtained the transferable development rights to the extent of 2728 sq. metres from M/s. Amrut Builders under agreement dated 28.07.2016 registered at the

office of Sub-Registrar of Assurances Kalyan-4 under serial No. 6298/2016 under letter dated KDMC/NRV/HVH/1297 dated 11.07.2016 and their subsequent Development Right Certificate bearing Folio Nos. K-4-291 dated 12th July 2016, and utilized transfer of Development Rights to the extent of 2728 sq. metres and thus got plans approved as recited herein below.

AND WHEREAS by and under Agreement dated 3.02.2016, registered at the Office of Sub-Registrar of Assurances at Kalyan-4 under Sr.No. 1098 / 2016 dated 3rd February 2016 made and executed between M/s. Amrut Builders and the Promoters herein, the Promoters herein purchased/acquired Transferable Development rights to the extent of 2273.46 sq. meters for use and utilization on said entire property from, sanctioned by Kalyan Dombivli Municipal Corporation by and under letter dated KDMC/NRV/HVH/3832 dated 20.01.2016 and their subsequent Development Right Certificate bearing Folio Nos. K-4-271 dated 2nd February 2016 and utilized transfer of development rights to the extent of 932.50 sq. meters at and for the consideration and on terms and conditions mentioned therein.

AND WHEREAS Kalyan Dombivli Municipal Corporation by letter dated 24.08.2016 having reference no. JK/KDMC/NRV/HVH/2044 granted TDR to the extent of 3989.20 sq. meters to the Promoters as Construction Amenity TDR for constructing and developing 24 meter D.P Road from Amrut Park to Gandhare by Promoters and Promoters have utilized transfer of development rights to the extent of 3989.20 sq. meters on the said larger property after amending the plans as recited hereinbelow.

AND WHEREAS by and under Agreement dated 29.01.2014, registered at the Office of Sub-Registrar of Assurances at Kalyan-2 under Sr.No. 737 / 2014 made and executed between M/s. Waman Krishna Chaudhari being Vendors, Janabai Waman Chaudhari & others as Confirming Party and Promoters as Purchasers therein, the Promoters herein purchased/acquired Transferable Development rights to the extent of 1650 sq. meters for use and utilization on said entire property from, sanctioned by Kalyan Dombivli Municipal Corporation by and under letter dated KDMC/NRV/168 dated 6.04.2013 and utilized transfer of development rights to the extent of 932.50 sq. metres at and for the consideration and on terms and conditions mentioned therein.

AND WHEREAS in pursuance to the above sanction, the Promoter have merged an area admeasuring 5615 sq. metres out of Survey No. 15/5 and an area admeasuring 335 sq. metres out of Survey No. 23/1, Survey No. 9/4/2 admeasuring 6700 sq. metres and thus have submitted the revised sanction for the total land admeasuring **48150** sq. metres to the Kalyan Dombivli Municipal Corporation and Kalyan Dombivli Municipal Corporation have granted the revised building permission under No.KDMP / NRV / BP / KV – 2012-13/ 226/418 dated 14.03.2017 comprising of the following;

Survey No.	Hissa No.	Area sq.mts.
9	4/2	6700
9	5/1	2450
9	5/2	2240
15	6/1	760
15	6/2	740
17	2/6	7640
17	3	3790
18	2/1	3140
23	2/1	6900
23	2/2	6800
62	1	520
62	2	520
15	5	5615
23	1	335
Total		48150.00

hereinafter called and referred to as the “**larger property**” more particularly described in **First Schedule** herein under.

AND WHEREAS out of the said land admeasuring 48150 sq. metres a land admeasuring 7283 sq. metres is affected by Road Acquisition, 13774 sq. metres is affected by Play Ground Area and 3507 sq. metres is affected by Primary School reservation and thus after deducting the total area admeasuring 24564 sq. metres being affected by reservations, the balance land admeasures **23586** sq. metres, which comprises of five buildings, i.e. one building is a school building, second building is the structure retained by the owners Shri Bachuram Ganpat Karbhari, third building being Building No. 3 with its wings forms part of Project “Mohan Altezza” and out of the remaining buildings, the Promoter intends to construct and retain Building No., 6 on Plot -2, Known as “**Mohan SkyVilla**” and sell the flats and units therein constructed to the intending purchaser in the manner as the Promoter may decide and as the Promoter may deem fit and proper.

AND WHEREAS the Promoters are intending to submit the registration proposal in respect of Building No. 6 under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016.

AND WHEREAS during the course of sanction and approval, the Promoters have used and utilised the floor space index of the area admeasuring 5615 sq. metres out of survey No. 15/5 and 335 sq. metres out of Survey No. 23/1 on the land admeasuring 23586 sq. metres hereinafter called and referred to as the "said Property" and more particularly described in the schedule hereunder written.

AND WHEREAS thus M/s. Mohan Lifespaces LLP, the Promoter herein is well and sufficiently entitled to the said entire property described in the First Schedule hereunder written and in pursuance to the sanctioned plans and permissions the Promoter herein is well and sufficiently entitled to carry out the construction on the land admeasuring 23586 sq. metres described in the Schedule hereunder written in terms of the sanctioned plans and permissions with the right to use, utilise and consume the available and permissible maximum potentiality of floor space index, permitted increases as well as transferable development rights and to have further expansions and revisions thereto as per the Development Control Rules of the Municipal Corporation.

AND WHEREAS in pursuance to the sanctioned plans and permissions, the Promoter has commenced the construction work on the said property.

AND WHEREAS the Promoters have availed the credit facilities from Indiabulls Housing Finance Limited against the mortgage of the said property by executing Deed of Mortgage on 31.05.2016, registered at the office of Sub-Registrar of Assurances at Kalyan under serial No.15420/2016 and the Promoter has created charge of the said bank and subject to the creation of charge and mortgage of Indiabulls Housing Finance Limited on the said property and in terms of the conditions and stipulations of the Mortgage Deed, Promoter is entitled to deal and dispose off the flats and units constructed in the said property and accordingly the Promoters will be required to obtain no objection certificate from Indiabulls Housing Finance Limited for sale of flats.

AND WHEREAS the Promoter declares that the above referred agreements permissions and sanctions are still, subsisting and completely in force.

AND WHEREAS as per the above recited agreements and permissions, the Promoter is entitled to develop the said property and carry out the construction of the proposed building at their own costs and expenses and to dispose of the residential flats / units constructed in the building on ownership basis and to enter into agreements with the purchaser and to receive the sale price in respect thereof and upon such disposal of the flats / units to convey the said land together with the building constructed thereon in favour of the cooperative housing society of all those several persons acquiring the respective flats / units.

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the said property in accordance with the recitals, disclosures, further expansions and future development as mentioned hereinabove which is clearly and elaborately brought to the notice and knowledge of the Purchaser by way of suitable and appropriate disclosures.

AND WHEREAS the Promoters have disclosed that there is also a provision of construction of school building as well as a structure

retained by the Owners Bachuram Ganpat Karbhari and others and Building No. 3 with its Wings to be constructed in Project Mohan Altezza and the land on which the school building and the structure retained by the Owners and the Project Mohan Altezza is constructed shall not form an integral part of conveyance to be executed in favour of the cooperative housing society or corporate body forming an integral part of the scheme of construction on Plot No. 2 known as **Mohan SkyVilla**.

AND WHEREAS the Purchaser has gone through the sanctioned plans, permissions and permissions and have also seen and verified the disclosures of further expansions, future development as shown on the proposed plan annexed hereto and have after going through the same has accorded his express and irrevocable consent for the same.

AND WHEREAS relying upon the above recitals and disclosures and the scope of further and future development being understood by the Purchaser to which the Purchaser has granted his/ her consent, the Purchaser is offered a flat / shop / office / unit bearing No. _____ on _____ floor, admeasuring _____ sq.mt. carpet in _____ wing of Building No. _____ in the scheme of construction known as **Mohan SkyVilla** (herein after referred to as the said "premises") being constructed on the said property.

AND WHEREAS the Purchaser after going through the entire disclosures, the future course of expansion and development and also verifying the site of the building and the work of construction and its progress thereof, the site of infrastructural and recreational facilities and amenities and nature and scope thereof and after being satisfied about the same has agreed to enter into this agreement and further expressly and irrevocable declare that he shall not raise any objection, claim, demand or action in respect of the additions, modifications, changes and / or further alterations in the scheme of construction as may be permitted the concerned town planning authorities from time to time and accordingly has granted his / her express and irrevocable consent and confirmation for the same.

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS the Promoter has agreed that in permitted time period the Promoter will register the Project under the provisions of

the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority.

AND WHEREAS on demand from the Purchaser, the Promoter has given inspection to the Purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Premises are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C.

AND WHEREAS the authenticated copies of the plans and specifications of the Premises agreed to be purchased by the Purchaser, as sanctioned and approved by the local authority have been annexed and marked as Annexure D.

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building and the said fact of such stage of progress of construction work, building wise, phase wise completion is also disclosed and brought to the notice and knowledge of the Purchaser herein.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Purchaser has applied to the Promoter for allotment of Flat / Shop / Office / Unit being No. _____ on _____ floor in wing _____ situated in the building No. _____ being

constructed on the said property described in the Schedule hereunder written being the said premises known as **Mohan SkyVilla**.

AND WHEREAS the carpet area of the said premises is _____ square meters and "carpet area" means the net usable floor area of the said premises, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Premises for exclusive use of the Purchaser 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.

AND WHEREAS, the parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS, prior to the execution of these presents the Purchaser has paid to the Promoter a sum of Rs _____ (Rupees _____) only, being part payment of the sale consideration of the premises agreed to be sold by the Promoter to the Purchaser as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Purchaser has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Premises with the Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Purchaser hereby agrees to purchase the said premises.

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

1. The Promoter shall construct the said building/s presently as per the sanctioned plans and permissions on the said property described in the Schedule hereunder written in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the premises of the Purchaser except any alteration or addition required by any Government authorities or due to change in law.

- 1(a) The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser, the premises being flat / unit bearing No. _____ on _____ floor, admeasuring _____ sq.mt. carpet inclusive of balconies and cupboard areas in _____ wing of Building No. _____ in the scheme of construction known as **Mohan SkyVilla** (herein after referred to as the said "premises") being constructed on the said property described in the Schedule hereunder written as shown in the Floor plan thereof hereto annexed and marked Annexure D for the price / consideration of Rs. _____ (Rupees _____ Only) including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.
- 1(b) The Purchaser has agreed and assured to pay the total consideration of Rs _____ (Rupees _____ only) to the Promoter in the following manner -
- i. 5% of the total consideration to be paid to Promoter as booking amount.
 - ii. 5% of the total consideration to be paid to the Promoter on execution of the Agreement.
 - iii. 20% of the total consideration to be paid to the Promoter within 15 days after the execution of the Agreement.
 - iv. 15% of the total consideration on completion of the Plinth of the building or wing in which the said Apartment is located.
 - v. 35% of the total consideration to be paid to the Promoter on completion of the R.C.C slabs including podiums and stilts of the building or wing in which the said Apartment is located.
 - vi. 10% of the total consideration to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing, completion of the lifts, water pumps, electrical fittings, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.
 - vii. 5 % of the total consideration to be paid to the Promoters on completion of the walls, internal plaster,

floorings doors and windows of the said Apartment together with Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

- viii. Balance 5% of the remaining consideration against and at the time of handing over of the possession of the Apartment to the Purchaser on or after receipt of occupancy certificate or completion certificate.

- 1(e) The Total Price above excludes all Property Taxes, Goods and Services Tax, Land Revenue, Non Agricultural Taxes, Other Taxes (Municipal/State/Federal) and/or other statutory duties (as and when applicable), levies, cesses, charges, deposits, premiums, duties imposed by the statutory authorities, stamp duty, registration charges, maintenance charges, layout maintenance charges, club house and other outgoings by any other name in respect of and applicable to the said property, project, building, flat existing on or imposed after the date of the Purchasers Application for Allotment / Request for Allotment, whether payable now and/or in future and / or those which is / are sub-judice, including interest and penalties thereon, including those which may become enforceable retrospectively and computed as per laws/rules/regulations, and shall be to the account and liability of and borne and paid by the Purchaser alone, without any delay/protest, including if such amounts are proposed to be deposited by the Promoter in fixed deposits, if such claims are sub-judice.
- 1(f) The Total Price is escalation-free, save and except escalations/ increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/ Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/ regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.
- 1(g) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser by discounting such early payments @ 6% per annum for the period by which the respective installment has been pre-pone. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser by the Promoter.

- 1(h) The Promoter shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the Building is complete and the occupancy certificate/completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Purchaser 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 Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Promoter shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1 of this Agreement.
- 1(i) The Purchaser authorizes the Promoter to adjust/ appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 2.1. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Premises to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Premises.
- 2.2. Time is essence for the Promoter as well as the Purchaser. The Promoter shall abide by the time schedule for completing the project and handing over the said premises to the Purchaser and the common areas to the association of the Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be.
- Similarly, the Purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 herein above. ("Payment Plan").
3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 43929.17 square meters only and Promoter has planned to utilize Floor Space Index of 40,000 square meters by availing of TDR or

FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index as proposed to be utilized by him on the project land in the said Project and Purchaser has agreed to purchase the said Premises based on the proposed construction and sale of Premises to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

- 4.1. If the Promoter fails to abide by the time schedule for completing the project and handing over the said premises to the Purchaser, the Promoter agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Promoter.
- 4.2. Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, 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 fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall deduct 20% of the total amount of Flat Cost from the Purchaser and shall refund the balance amount within a period of thirty days of the termination.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular details to be provided by the Promoter in the said building and the Premises as are set out in Annexure 'E', annexed hereto.
6. The Promoter shall give possession of the said premises to the Purchaser on or before ____ day of _____ 20__ with an extension in time thereof for six months or so. If the Promoter fails or neglects to give possession of the Premises to the Purchaser on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Purchaser the amounts already received by him in respect of the Premises with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.
 Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of said premises on the aforesaid date, if the completion of building in which the Premises is to be situated is delayed on account of
 - i) Non-availability of steel, cement other building materials, water or electric supply and labour;
 - ii) War, civil commotion or Act of God;
 - iii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- 7.1 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate/completion certificate from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the said premises to the Purchaser in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the Promoter shall give possession of the said premises to the Purchaser. The Promoter agrees and undertakes to indemnify the Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Purchaser agree(s) to pay the maintenance charges and Corpus Fund as determined by the Promoter or association of Purchaser s, as the case may be. The Promoter on its behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the occupancy certificate/completion certificate of the Project.
- 7.2 The Purchaser shall take possession of the said premises within 15 days of the written notice from the Promoter to the Purchaser intimating that the said Premises are ready for use and occupancy:
- 7.3 Failure of Purchaser to take Possession of Said Premises from the Promoter: Upon receiving a written intimation from the Promoter as per clause 7.1, the Purchaser shall take

possession of the said premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said premises to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 7.1 such Purchaser shall continue to be liable to pay maintenance charges and Corpus Fund as applicable.

- 7.4 If within a period of five years from the date of handing over the said premises to the Purchaser, the Purchaser brings to the notice of the Promoter any structural defect in the Premises or the building in which the Premises are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided after receiving of the flats from the Promoter, any damage due to wear and tear of whatsoever nature caused thereto, the Promoter shall not be responsible for the cost of re-instating and repairing such damages caused by the Purchaser and the Purchaser alone shall alone liable to rectify and re-instate the same at his own costs. Provided further however, that the Purchaser shall not carry out any alterations of the whatsoever nature in the said premises of phase wing and specific the structure of the said unit/ wing/ phase of the said building which shall include but not limit to column, beams, etc., or in the fittings, therein, in particular it is hereby agreed that the Purchaser shall not make any alteration in any of the fittings, pipes, water supply connections or any creation or alteration in the bathroom, toilet and kitchen which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing.
- 7.5 THE Promoter hereby agrees that they shall make out clear and marketable title before handing over the possession of the premises to the Purchaser and in any event before the execution of the Conveyance of the said property in favour of a Corporate Body to be formed by the purchasers of the Flats / Shops / Other Unit in the building to be constructed on the said property and ensure that the said property is free from all encumbrances and that the Promoter has absolute, clear and marketable title to the said property so as to enable him to convey to the said Society such absolute, clear and marketable title on the execution of a conveyance of the said property by the Promoters in favour of the said Society.

- 7.6 The Promoter at its Sole Option shall have full right, power and entitlement to join in the membership of the organization in respect of any or all of its unsold flats & Car Parking spaces, provided that no transfer fees, deposits or other liabilities shall be payable by Promoter and/or Transferee, in case of a Sale and or transfer of any such unsold flats & Car parking spaces. The organization shall admit as the Purchasers of such flats without changing any Premium/Transfer fees or any other amount. The entire realization from the allotment, Sale & alienation of all flats & Car Parking spaces in the Buildings shall belong to the Promoters and Promoters shall never have to render any accounts in respect thereof to the organization or members concerned.
8. The Purchaser shall use the said premises or any part thereof or permit the same to be used only for purpose of which it is sanctioned and approved by the municipal authorities. He shall use the garage or parking space only for purpose of keeping or parking vehicle.
9. The Purchaser along with other Purchaser(s) of premises in the building shall join in forming and registering the Cooperative Housing Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Purchaser, so as to enable the Promoter to register the common organisation of Purchaser. No objection shall be taken by the Purchaser if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. The Promoter shall take into consideration the factual aspect as regards the administration, management of day to day affairs of the constructed and completed building and shall form a time frame policy for formation and registration of the cooperative housing society or association or limited and till such time shall call upon the purchasers who have acquired the flats to form an ad-hoc committee for carrying out the day to day administration and management of the said building in which the said premises is situated and shall render their sincere and utmost cooperation to such ad-hoc committee till the formation and registration of the society or association or limited company.

- 9.1. The Promoter after formation and registration of such ad-hoc committee, its administration and management and with the cooperation and support of the purchasers in the building/s shall form and register the cooperation housing society or association or limited company and within three months of such registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Owners in the said structure of the Building or wing in which the said premises is situated and further the Promoter shall, within three months of registration 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 Owners in the project land on which the building with multiple wings or buildings are constructed.

It is clearly brought to the notice and knowledge of the Purchaser herein that such formation of cooperative housing society or association or limited company and further its transfer of the building and the land underneath it shall always be executed by reserving the overall right, title, interest, possession, increases and incentives in future floor space index and proposed expansion in the scheme of construction as well tangible and intangible benefits, privileges, advantages accrued or to be accrued to the Promoter herein in the entire scheme of construction and such stipulations, covenants, rights and interest shall form an integral part of such transfer and assignment. It is further clearly brought to the notice and knowledge of the Purchaser herein that such transfer and assignment shall not prejudice or cause any hardship, obstruction and hindrance to the Promoter in exercising all the right, title, interest, powers and authorities vested in them in respect of the said entire property, the future course of construction, along with increases, incentives in use, utilization, consumption of the floor space index as may be permitted by the municipal and planning authorities in respect of the entire property and every part thereof as well as their absolute right to sell such additional flats and units to any intending purchaser, enter into agreement, receive and appropriate the sale proceeds thereof and to nominate such purchaser to the membership of the existing cooperative housing society or association or limited company as the case may be without any recourse and consideration to the Purchaser, the cooperative housing society or association or limited company as the case may be. It is clearly agreed and assured by the Purchaser that the Purchaser is aware of the said contents and fact thereof and in confirmation thereof has granted his express and irrevocable consent for the same.

- 9.2. Within 15 days after notice in writing is given by the Promoter to the Purchaser that the Premises is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Premises) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Purchaser shall pay to the Promoter such proportionate share of outgoings as may be determined. The amounts so paid by the Purchaser to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing 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 building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.
10. The Purchaser shall to the Promoters on or before delivery of possession of the said premises or on demand -
- i) requisite amounts to the Owners/Promoters on demand and/or prior to taking the possession of the said flat towards legal charges, entrance fees and share capital, society formation charges, Water connection charges, grill charges, MSEB meter and deposit charges, solar charges, balcony enclosing charges and other incidental expenses thereto.
 - ii) requisite amount and charges on account of service tax, goods and services tax, value added tax, stamp duty and registration charges and any other taxes and levies as may be imposed by the concerned government and semi-government authorities.
 - iii) the provisional outgoings for municipal taxes, water bill, bore-well common electric expenses if any (24 months contribution in advance is to be paid at the time of possession) as well as requisite lift charges and proportionate expenses thereto and also the service tax and value added tax as imposed by the Government or Semi Government authorities.
 - iv) the grill charges, electric meter and deposit charges as well as proportionate share for transformer installation and its equipments and accessories thereto.

11. The Purchaser shall pay the requisite costs for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, 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.
12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Purchaser shall pay to the Promoter, the Purchasers' 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 shall pay to the Promoter, the Purchasers' 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.

13. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

The Promoter hereby represents and warrants to the Purchaser as follows:

- i. The Promoter 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 Promoter 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. Except the creation of charge and mortgage there are no other encumbrances upon the project land or the Project;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those 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 Promoter 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 Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
 - vii. The Promoter 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 under this Agreement;
 - viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said premises to the Purchaser in the manner contemplated in this Agreement;
 - ix. At the time of execution of the conveyance deed of the structure to the Association of Purchasers the Promoter shall handover lawful, vacant, peaceful, physical possession of the common area soft he Structure to the Association of the Purchasers;
 - x. The Promoter 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 Promoter in respect of the project land and/or the Project except those disclosed in the title report.
14. The Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Premises may come, hereby covenants with the Promoter as follows:-
- i. It is expressly agreed by the Purchaser that the right of the Purchaser/s under this Agreement is only restricted to the said Flat/ Premises agreed to be sold by the Promoter to the Purchaser/s and all other premises shall be the

sole property of the Promoter and the Promoter shall be entitled to sell, deal or dispose of the same without any reference or recourse or consent or concurrence from the Purchaser/s in any manner whatsoever to any third party.

- ii. To maintain the said premises the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Premises is taken and shall not do or suffer to be done anything in or to the building in which the Premises is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Premises is situated and the Premises itself or any part thereof without the consent of the local authorities, if required.
- iii. Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said premises is situated, including entrances of the building in which the said premises is situated and in case any damage is caused to the building in which the said premises is situated or the Premises on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.
- iv. To carry out at his own cost all internal repairs to the said Premises and maintain the Premises in the same condition, state and order in which it was delivered by the Promoter to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Premises is situated or the Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- v. Not to demolish or cause to be demolished the Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Premises is situated and shall keep the portion, sewers, drains and pipes in the Premises and the

appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Premises without the prior written permission of the Promoter and/or the Society or the Limited Company.

- vi. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the project land and the building in which the Premises is situated.
- viii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Premises is situated.
- ix. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Premises by the Purchaser for any purposes other than for purpose for which it is sold.
- x. The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Premises until all the dues payable by the Purchaser to the Promoter under this Agreement are fully paid up and necessary intimation is provided to the Promoter and no objection therefor is sought by the purchaser from the Promoter for such transfer and assignment.
- xi. The Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down

by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

- xii. Till a conveyance of the structure of the building in which Premises is situated is executed in favour of Society/Limited Society, the Purchaser shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or Association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
16. The Promoters shall be entitled to sell the premises in the said building for the purpose of using the same as bank, dispensaries, nursing homes, maternity homes, coaching classes and for other non-residential purpose and the Purchaser herein along with the other Purchasers shall not raise any objection for such non-residential use of the premises sold by the Promoters to the intending Purchasers.
17. The Purchaser has seen the layout of the proposed building and has agreed and understood the common amenities like common roads, drainage, sewers, water pipe lines, street lights etc., shall be the common property and shall be available for common use by all the buyers of the premises in the said buildings and accordingly the Purchasers of the premises in the said buildings and the different common organisation will have unrestricted right of way in common spaces, roads and laying of pipelines, telephone and electric cables, sewerage and drainage line etc.,
18. THE Purchaser shall be responsible for additional municipal taxes that may be levied by reason of the user of any permitted tenancy or leave and license agreement in respect of the premises allotted to the purchaser.
19. IT is hereby agreed that the Promoters shall be at liberty to amalgamate and / or combine one or more plots of land adjacent to the said land and get the plan of the proposed building/s to be constructed on the land so amalgamated / combined sanctioned from the planning authority and in such event form and get registered cooperative housing society of all the flats purchasers in the said buildings and the

Purchaser herein shall not, in any manner object the said right of the promoters. It is further agreed that in such event (purchasers of the adjacent land for the purpose of development) the Promoter shall be at liberty and / or entitled to grant a right of way from or through the said land for approaching (or of the better approach) to the adjacent lands those would be acquired with a view to developing them and the Purchaser herein shall not object the said right of the Promoter in any manner.

20. The Purchaser/s hereby declare and confirm that he / she have entered into this agreement, after reading and having understood the contents of all the aforesaid exemption order, building permissions, deeds, documents, writings and papers and all disclosures made by the Promoter to the Purchaser/s and with full knowledge and information thereof and subject to the terms, conditions and stipulations imposed or which may hereafter be imposed by the concerned town planning authority and all other concerned government bodies and authorities and also subject to the Promoter's right to make the necessary amendments, variations, modifications and / or changes therein and their right to avail, use, utilise, consume and exploit the entire balance and additional floor space index available on the said property as well as the transferable development rights as may be permissible by law and other benefits in F.S.I. on the said land.
21. The Promoters have brought to the clear notice and knowledge of the Purchaser that during the course of development they shall sell, assign, mortgage, charge, encumber or otherwise deal with all or any of their rights, title, benefits and interest in respect of the said property, and / or the said building or any part thereof. The Promoter has brought to the notice and knowledge of the Purchaser that during the course of construction / development, the Promoter will avail and procure financial assistance, construction loan, cash credit facilities and other mode of monetary assistance and borrowing by mortgaging the property and the scheme of construction thereby creating charge, mortgage on the said property and the purchaser is aware of the same and the Purchaser shall not raise any objection or obstruction to such creation of charge, mortgage and raising the finance by the Promoter. However, such charge and mortgage shall be subject to rights of the purchaser under this agreement. The Purchaser further confirm and undertake that he will issue cheques of the installment as specified and in favour in the account banks and financial institutions as nominated and directed by the Promoter. However, such sale, assignment, mortgage, charge, encumbrance and raising of finance, monies for the development of the said property shall always be subject to the rights of the Purchaser/s under this agreement.

22. The Promoters have brought to the clear notice and knowledge of the Purchaser that they have created charge and mortgage on the said property with the Indiabulls Housing Finance Limited and obtained financial assistance and cash credit facilities of the said bank and the Purchaser is aware of the same and the Purchaser shall not raise any objection or obstruction to such creation of charge, mortgage and raising the finance by the Promoter. The Promoter shall obtain necessary consent and no objection for sale and transfer of the flat premises as intended to be acquired by the Purchaser under this present from the said the Indiabulls Housing Finance Limited so as to effectuate the legal and perfect transfer of the said premises in favour of the Purchaser herein, and the Promoter further declare that they shall all material times clear the said charge, mortgage of the said bank and shall deduce clear and marketable title to the said premises and the said entire property.
22. It is expressly agreed that the Promoter shall be entitled to put a hoarding and / or cable network station mobile phone set up or station on the said property or on the building to be constructed on the said property and the said hoardings may be illuminated or comprising of neon sign or such other type or mode as may be designed by the Promoter and for the purpose Promoter is fully authorised to allow temporary or permanent construction or erection in installation either on the exterior or the said building or on the property as the case may be and the Purchaser agrees not to object or dispute the same. Necessary covenants, reservations in respect thereto shall be incorporated in the proposed conveyance. The Promoter or his nominees shall be exclusively entitled to the income that may be derived by display of such advertisement or installation of cable network or mobile phone station, at any time hereafter. The Purchaser shall not be entitled to any abatement in the price of the said premises or to object to the same for any reason and shall allow the Promoter, his agents, servants etc., to enter into the said property including the terraces and other open spaces in the building for the purpose of putting and / or preserving and / or maintaining and / or removing the advertisements and / or hoardings, neon lights or such installations etc., The Promoter shall be entitled to transfer or assign such right to any person or persons whom they deem fit and the purchaser shall not raise any objection thereto.
23. 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 shall have no claim save and except in respect of the Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter

until the said structure of the building 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.

24. Notwithstanding any other provisions of this agreement the Promoters has disclosed and brought to the knowledge of the Purchaser that it shall be at the sole and absolute discretion of the Promoter:

- a) to form a separate/combined co-operative housing society or limited company or condominium of apartment or any other body or bodies of Purchasers to be formed and constituted.
- b) to decide and determine how and in what manner the infrastructure including the common areas and amenity space, recreation garden, all other open spaces, layout or internal roads if any may be transferred and/or conveyed/ assigned/ leased.
- c) to provide for and incorporate covenant and restriction and obligations with regard to the provision of maintaining the infrastructure and common amenities including garden and roads as well as garden attached to the ground floor flats, if any.
- d) to decide from time to time to what extent the building/s along with land appurtenant to its transferred to the respective body formed.
- e) to decide from time to time when and what sort of document of transfer should be executed.
- f) to grant of right of access/way from and through the said property to the adjacent buildings and plots as well as the easement rights of the said property.
- g) to form a federation of all the cooperative housing societies to be formed in the said scheme of construction and to convey the said land and the building to a apex body.
- h) to execute the conveyance of the said property in parts, taking into consideration the divisions of property due to road and such conveyance and transfer of land will not be equivalent to the floor space index consumed in the construction of the building situated on the said land conveyed in favour of the society/ies.
- i) to amend, modify and/ or vary the building plans, and/ or the specifications in respect thereof, without reducing area of the said Flat/ Premises.
- j) to develop the said property in phase wise manner from time to time as decided by the Promoters.

and the Purchaser has clearly understood the same and in confirmation thereof has granted his / her clear, express,

unequivocal and irrevocable consent for the same and shall not raise any objection, claim hindrance and obstruction to the rights, options and discretion as reserved by the Promoter herein

25. The Promoters have shown the layout of the entire property to the Purchaser and it is agreed and understood by and between the parties that taking into consideration the sanctioned layout the Purchaser covenant with the Promoters as under :-
- i) that as per the sanctioned plans and permissions, the open spaces are to be strictly kept unencumbered and unobstructed.
 - ii) fencing, partitions, retaining walls will not be constructed between the buildings.
 - iii) cable/drainage/telephone lines etc., should be allowed in open space of the building undertaken for development.
 - iv) location of electric transformer/ sub-station shall be earmarked/defined by the Architect of the Developers
 - v) common amenities and the estimate thereof as well as proportionate share thereto shall be ascertained by the Architect of the Developer.
 - vi) the execution of the external compound wall will be as per the design and specification of the architect of promoters and the elevation of the buildings shall not be changed or altered.
 - vii) each building shall be maintained in good and proper condition along with the unobstructed right of access.
 - viii) the Promoter shall have the option to form a separate co-operative housing society of the buildings undertaken for development and such society will become the member of the Federal society of the said entire layout and the conveyance of the entire layout will be executed in favour of such Federal society and no separate conveyance will be executed in favour of any society.
 - ix) it is clearly brought to the notice of the Purchaser herein and the Purchaser herein is clearly made aware that the Promoters have acquired the development rights of the land as described in the Schedule hereunder written however due to the certain reservations and/or set backs the area to be handed over and conveyed to the cooperative housing society and / or the corporate body will not be equivalent to the area of construction availed in the said buildings constructed on the said available land and the Purchaser herein will not raise any objection, hindrance or obstruction such execution of the conveyance and such execution of conveyance shall be executed taking into consideration the entire buildings constructed in the said property along with the right and interest in the common open spaces, playground etc.,

- x) the Promoter has also brought to the knowledge of the Purchaser that the property on which the building is constructed forms an integral part of Plot-2 of the entire scheme of construction of the entire property described in the first schedule and accordingly the Promoter and the Purchaser herein shall have the rights and interest and benefits of the common open spaces, internal road and access as well as infrastructural facilities of Plot-2 of the entire scheme of construction described in the first schedule along with the other purchasers of the building in the said scheme of construction and accordingly the Purchaser shall cooperate and extend their sincere participation as well as the contribution of funds for maintenance and other outgoings of the said infrastructural facilities on the said scheme of construction as per the directions and discretion of the Promoters herein.
26. The Promoters have clearly brought to the notice and knowledge of the Purchaser and clearly shown and disclosed to the Purchaser that
- (i) presently the Promoters are carrying out the construction work on the said property in accordance with the plan bearing revised No.KDMP / NRV / BP / KV – 2012-13/ 226/418 dated 14.03.2017 and have further disclosed that as stated hereinabove, the revised permissions, sanctions and modifications will be obtained by the Promoters from time to time for further expansion, modifications and renewals during the course of construction without reducing area of flat premises and till the completion of the entire scheme of construction and the Promoters will proceed with the construction work on the said property and will construct building No. 6 for which the Promoters will seek the necessary registration under the provisions of Real Estate (Regulation & Redevelopment) Act, 2016.
 - (ii) as regards the Building No. 6 to be constructed on Plot-2 the said building is situated on the land will stands naturally subdivided by passing of 24 metre wide road and such land and building No.6 shall not form an integral part of the scheme of construction of Mohan Altezza to be constructed on Plot-1 and will not be an integral part of the conveyance and transfer deed to be executed in favour of the cooperative housing society and any corporate body of Mohan Altezza.
 - (iii) The Promoter shall be at liberty and be entitled to amend the lay-out plan of the said Property, the building plans, other approvals for, in accordance with prevailing provisions of law, including but not limited to:

(a) acquisition of additional plots/ property/ adjoining property and inclusion of such plots of land in the lay out plan of the said Property; and

(b) amalgamation of the said Property with any adjoining plots of land;

(c) The Purchaser/s and/ or the Organisation/ Apex Body or any other body formed by the purchasers/ of the said Property shall not have any objections to the aforesaid and the Purchaser/s hereby grants his/ her/ their irrevocable consent and no objection to the Promoter to carry out the necessary acts, deeds, matters and things.

The Promoter shall always have a right to get the benefit of additional Floor Space Index for construction from sanctioning authorities and also to make the additions, alterations, raise storey/s or put up additional structures as may be permitted by sanctioning authorities and other competent authorities and such additions structures and storey/s will be the sole and absolute property of the Promoter alone.

- (iv) they have intended to avail the maximum potentiality of transferable development rights, staircase floor space index and permitted increases along with enhancement if floor space index from time to time as per the Development Control Rules of the Kalyan Dombivali Municipal Corporation and to use, utilize on the said property and to have the consumption and exploitation of the maximum potential of the floor space index on all grounds as permissible under law.
- (v) that they have prior to the purchaser acquiring the flat /unit in the scheme of construction, clearly disclosed to the Purchaser the nature and scope of construction, the land affected by roads and reservations, the floor space index already used by the previous developers for constructing certain buildings on the said property, the balance unused, unconsumed and available floor space index of the entire property along with maximum potentiality of transferable development rights, staircase floor space index and permitted increases on all grounds as may be granted by the Kalyan Dombivali Municipal Corporation under the Development Control Regulations on the said property and its utilization and consumption by the Promoters on the said property and every part thereof by way of further revised sanctions, alterations, modifications and renewals from time to time and such clear disclosure of the scheme of construction and the nature of the further expansion is clearly brought to the notice and knowledge of the purchaser and the Purchaser has seen, verified and understood the same and in

confirmation thereof have granted his/her express and irrevocable consent to the Promoters in their endeavor of exercising the rights of revision, expansion and modifications in the building plans and permissions as recited hereinabove and availing and acquiring maximum potentiality of floor space index as may be sanctioned by the Kalyan Dombivali Municipal Corporation on the said property and constructing additional buildings and/or floors on the said property from time to time and with such express and irrevocable consent, the Purchaser has agreed to enter into this agreement.

- (vi) they have also brought to the knowledge of the Purchaser that the property on which the building is constructed forms an integral part of Plot-2 of the entire property and accordingly the Promoter and the Purchaser herein shall have the rights and interest and benefits of the common open spaces, internal road and access as well as infrastructural facilities of the Plot-2 from entire scheme of construction along with the other purchasers of the building in the said scheme of construction and accordingly the Purchaser shall cooperate and extend their sincere participation as well as the contribution of funds for maintenance and other outgoings of the said infrastructural facilities on the said scheme of construction as per the directions and discretion of the Promoter herein.

and the Purchaser has clearly understood the same and in confirmation thereof has granted his / her clear, express, unequivocal and irrevocable consent for the same and shall not raise any objection, claim hindrance and obstruction to the rights, options and discretion as reserved by the Promoter herein

- 27. The Promoters have clearly brought to the knowledge and notice of the Purchaser herein that in pursuance to the sanctioned plans and permissions, the Promoter is entitled to commence, carry out the construction work of buildings as presently sanctioned under the building permission granted by the municipal council) on the amalgamated property described in the Schedule hereunder written and that the Promoters have further brought to the notice and knowledge of the purchaser herein that the club house, recreational facilities and other common facilities of the present housing scheme will be used, utilized, availed and shared by the intending purchasers of the buildings to be constructed on the properties described hereinabove as well as other amalgamated properties and the purchaser herein along with the other purchasers will not raise any objection, hindrance and/or obstruction for such use of the above facilities by the other intending purchasers and the purchaser herein has granted his/her express and irrevocable consent for the same and agree and assure that such above covenant shall always remain binding upon him

and also the Promoter has clearly brought to the knowledge of the purchaser that they intend to get the said sanctioned plans and specifications modified, revised, renewed and altered for consumption of remaining floor space index, transfer of development rights, staircase floor space index, permissible increases and incentives in floor space index to be used and utilized on the said property as may be granted and approved by the Municipal Authority from time to time and further the Promoters have given the clear inspection of such plans and specifications to the Purchasers herein as regards the existing sanctioned buildings, and the proposed annexed multi-storied buildings or otherwise touching the existing constructed buildings and also further expansion in buildings to be constructed on the said property as permitted by the Municipal Authority by way of further amalgamation, expansion thereto and the Purchaser has gone through the said plans as well as the proposed plans including provision of annexed buildings, touching the existing constructed buildings further expansions and do hereby admit, acknowledge and confirm the said fact of construction of additional buildings, annexed buildings, expansion of buildings on the said property by revision and modification in the plans and designs and have accordingly granted his / her express and irrevocable consent to the Promoters for the same and shall not raise any objection and/or hindrance for construction of such buildings by the promoter. It is further brought to the notice of the Purchaser and it is clearly clarified that in case the Promoter do not amalgamate the said adjacent properties and acquire the same for development, then also the Promoter is well and sufficiently entitled to grant the facilities and rights to the other purchasers of adjacent properties to avail, use, utilise and enjoy the said club house and other recreation facilities of the said **“Mohan SkyVilla”** and the Purchaser herein along with the other purchasers will not raise any objection for the same. The purchaser herein agree and assure to pay the corpus fund in advance as and when demanded by the Promoter irrespective of the completion of the above amenities and facilities and the scheme of construction and will not be withhold the same on any reason whatsoever.

The Purchaser/s agrees and gives his/ her/ their irrevocable consent/s to the Promoter for carrying out the amendments, alterations, modifications and/ or variations to the scheme of development in respect of the said Property, including the layout plans, designs and elevations etc which are made available either at the Owner's office or on the website of the Real Estate Authority. Further, the Owner shall not be required to obtain consent in the following events:

- a. Any minor additions or alterations.
- b. Any addition or alterations to any club house, common areas, amenities, etc.

c. Any addition or alteration in compliance of any direction or order issued by the competent authority or statutory authority under any law of the State or Central Government.

28. The Promoters have also shown to the Purchaser the entire layout of the said property along with the amalgamation of lands, further expansions as well as future amalgamation and extension thereto, the nature and extent of the land to be handed over to the concerned authorities on account of set back, reservations etc., as well as the potentiality of floor space index to be used on the remaining land and in such eventuality the transfer and conveyance of the land in favour of the cooperative housing society or condominium of apartment owners and / or any corporate body will not be equivalent to the floor space index used, utilized and consume in the buildings to be constructed / constructed thereon and the Purchaser is fully aware of the same and have accordingly granted his / her express and irrevocable consent for the same.
29. IT is hereby agreed that the Promoters shall be at liberty to amalgamate and / or combine one or more plots of land adjacent to the said land and get the plan of the proposed building/s to be constructed on the land so amalgamated / combined sanctioned from the planning authority and in such event form and get registered cooperative housing society of all the flats / shops purchasers in the said buildings and the Purchaser herein shall not, in any manner object the said right of the promoters. It is further agreed that in such event (purchasers of the adjacent land for the purpose of development) the Promoter shall be at liberty and / or entitled to grant a right of way from or through the said land for approaching (or of the better approach) to the adjacent lands those would be acquired with a view to developing them and the Purchaser herein shall not object the said right of the Promoter in any manner. The promoter has also clearly brought to the notice of the purchaser herein that he or his nominees has intended to acquire the development rights of the adjacent land and other abutting and appurtenant lands thereto and in the course of construction may amalgamate such adjacent lands and/or other lands with the present lands under development and in such event all the infrastructural benefits of the present land and the complex known as "**Mohan SkyVilla**" will be shared, utilized, used and enjoyed by the flat purchasers of the adjacent buildings and the purchasers herein is fully aware of the same and the purchaser herein along with the other purchasers will not raise any objections, hindrances and/or obstructions for such use of the common benefits, amenities and infrastructural facilities of the said **Mohan SkyVilla** by the flat/unit purchasers of the buildings constructed on the adjacent land and the same shall form an integral part of the complex known as "**Mohan SkyVilla**". It is further brought to the notice of the Purchaser and it is clearly

clarified that in case the Promoter do not amalgamate the said adjacent properties and acquire the same for development, then also the Promoter is well and sufficiently entitled to grant the facilities and rights to the other purchasers of adjacent properties to avail, use, utilise and enjoy the said club house and other recreation facilities of the said "**Mohan SkyVilla**" and the Purchaser herein along with the other purchasers will not raise any objection for the same and the Purchaser has granted his / her express and irrevocable consent for the same.

30. It is agreed and understood that as the scheme of construction and its expansion and future extension involves various phases during the possession of the first phase, the common amenities and infrastructural facilities, and other amenities thereto may be ready and functional for use and utilization and on that ground the Purchaser herein along with the other purchasers shall not object for payment of any charges, funds and deposits as applicable thereto and as agreed herein and further the Purchaser shall also pay the monthly maintenance charges and other outgoings regularly and shall not withhold the same on that ground or any other ground whatsoever.
31. It is clearly brought to the notice and knowledge of the Purchaser by the Promoter that the Promoter has amalgamated the portions of land and accordingly the Kalyan Dombivali Municipal Corporation have granted the building commencement certificate have permitted the amalgamation of the pieces and parcels of land and have granted the sanction to the Promoter to consume the Floor Space Index by virtue of amalgamation and to use, utilize and consume the same and the intended to follow due procedure of law to acquire the transferable development rights on the entire amalgamated property and at the time of such acquisition of transferable development rights and its sanction the Promoters intends to construct the building on the said property and with this intention and by reserving the rights to acquire transferable development rights to have maximum potentiality of floor space index as per the provisions of Development Control Regulations of the Kalyan Dombivali Municipal Corporation, the Promoters have presently proceeded with the construction activities and that the said fact is known and accepted by the Purchaser herein and the Purchaser has granted his / her express and irrevocable consent to such scheme of construction to be proceeded and undertaken by the Promoter firstly as per the present sanction plan on the said property and thereafter in accordance with the further sanctions and permissions as may be granted by the Kalyan Dombivali Municipal Corporation and in no event the Purchaser herein along with other Purchasers will raise any claim, objection or demand in such revision, expansion or further alterations in the said entire scheme of construction on the amalgamated property

and that the Purchaser has seen and verified the same and has granted his/her express and irrevocable consent and confirmation thereto and the Purchaser herein shall not raise any objection thereto and shall rendered the cooperation to the same.

33. The Promoter has clearly brought to the notice and knowledge of the Purchaser that there is are recreational facilities in the said scheme of construction and further the Promoter has also brought to the notice and knowledge of the Purchaser that they will be acquiring the adjacent properties and during the course of construction will be amalgamating the present scheme of construction with the adjacent lands and in such event, the Promoter will change / shift the location of the recreational facilities and further that such recreational facilities will be used, utilized, availed and shared by the intending purchasers of the buildings to be constructed on the said property along with the other amalgamated properties and the purchaser herein along with the other purchasers will not raise any objection, hindrance and/or obstruction for such use of the above facilities by the other intending purchasers and the Purchaser herein has granted his/her express and irrevocable consent for the same and agree and assure that such above covenant shall always remain binding upon him. The Promoter has also annexed the copy of the plan showing the proposed amalgamation of the adjacent plots in the said scheme of construction and the Purchaser has seen and verified the same has granted his express and irrevocable consent for the same
34. It is agreed that if before the execution of the conveyance in favour of the proposed society and further construction on the land is allowed in accordance with the rules and regulations of the Kalyan Dombivali Municipal Corporation then the Promoters would be entitled to put up additional or other construction without any hindrance by the Purchaser. Provided that any payment may, have to be made to the Kalyan Dombivali Municipal Corporation for such additional construction shall be paid by the Promoter. The Developers shall be entitled to sell premises forming part of such additional construction in such manner as they may think fit and proper to any person or persons for such consideration as the Promoter may in his absolute discretion deem fit and proper. The Promoter will in those events be entitled to connect the electric meter, sanitary and drainage connections provided however that all costs of construction of such additional floors and the connection to be made thereto shall be borne by the Promoters. The Promoter and / or their transferees shall have the right to use all the staircases, lifts and other common amenities of the building. In the event of additional floors being constructed as aforesaid, the water tank shall be shifted to the top of such structures at the cost of the Promoter. Even if any additional construction

becoming permissible on the said building after the completion of the construction of the said building, the Promoter shall be entitled to construct the same and to sell the additional tenements. The Purchaser herein and the members of the society shall admit such new intending purchasers at its members.

35. IT is hereby agreed that the Promoters shall be at liberty to amalgamate and/or combine one or more plots of land adjacent to the said land and get the plan of the proposed building/s to be constructed on the land so amalgamated / combined sanctioned from the planning authority and in such event form and get registered cooperative housing society of all the flats/shops purchasers in the said buildings and the Purchaser herein shall not, in any manner object the said right of the promoters. It is further agreed that in such event (purchasers of the adjacent land for the purpose of development) the Promoter shall be at liberty and / or entitled to grant a right of way from or through the said land for approaching (or of the better approach) to the adjacent lands those would be acquired with a view to developing them and the Purchaser herein shall not object the said right of the Promoter in any manner. The promoter has also clearly brought to the notice of the purchaser herein that during the course of construction they will amalgamate the adjacent lands and/or other lands with the present lands under development and in such event all the infrastructural benefits of the present land and the complex known as "**Mohan SkyVilla**" will be shared, utilized, used and enjoyed by the flat purchasers of the adjacent buildings and the purchasers herein is fully aware of the same and the purchaser herein along with the other purchasers will not raise any objections, hindrances and/or obstructions for such use of the common benefits, amenities and infrastructural facilities of the said "**Mohan SkyVilla**" by the flat/unit purchasers of the buildings constructed on the adjacent land and the same shall form an integral part of the complex known as " **Mohan SkyVilla**". It is further brought to the notice of the Purchaser and it is clearly clarified that in case the Promoter do not amalgamate the said adjacent properties and acquire the same for development, then also the Promoter is well and sufficiently entitled to grant the facilities and rights to the other purchasers of adjacent properties to avail, use, utilise and enjoy the said club house and other recreation facilities of the said "**Mohan SkyVilla**" and the Purchaser herein along with the other purchasers will not raise any objection for the same and the Purchaser has granted his/her express and irrevocable consent for the same.
36. Brochures, Pamphlets, Literature , showing Gardens, Open Space, Recreation Area or any other details in the said Plans and/ or in the Brochure, Pamphlets or otherwise, are based on Plans approved by the concerned authority/ies.

Notwithstanding anything contained under this agreement, in case of any conflict with the details provided in Brochures, Pamphlets, Literature and/ or Plans and in this Agreement, the provisions of this Agreement shall prevail. The Purchaser/s confirms and consents that the Purchaser/s have purchased the said Premises solely on the basis of the terms and conditions and representations made in this Agreement and nothing contained in any brochures, pamphlets, literature or any other material shall be binding on either Party and this Agreement supersedes all earlier documents, letters, brochures and/or oral/written representations whatsoever.

36. **BINDING EFFECT**

Forwarding this Agreement to the Purchaser by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Purchaser (s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever.

37. **ENTIRE AGREEMENT**

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 as the case may be.

38. **RIGHT TO AMEND**

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

39. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER / SUBSEQUENT PURCHASERS**

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 Purchasers of the said premises, in case of a transfer, as the said obligations go along with the said premises for all intents and purposes.

40. **SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as 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.

41. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(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 said premises in the Project.

42. **FURTHER ASSURANCES**

The Parties herein 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.

43. **PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Purchaser, in after the Agreement is duly executed by the Purchaser and the Promoter or simultaneously with the execution the said Agreement shall be registered at the appropriate office of the Sub-Registrar.

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

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

It shall be the duty of the Purchaser and the promoter to inform each other their address, email ID or any change in address or email ID subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Purchaser, as the case may be.

46. **JOINT PURCHASERS**

That in case there are Joint Purchasers all communications shall be sent by the Promoter to the Purchaser 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 Purchasers.

47. Stamp Duty and Registration and statutory taxes and levies:- The charges towards stamp duty and Registration of this Agreement as well as statutory government, Semi-Government taxes and levies, goods and service tax and all other direct and indirect taxes shall be borne by the Purchaser alone. The Purchaser shall be entitled to the benefits offered to him under the provisions of Maharashtra Stamp Act in case of any transfer of the said premises by him to any intending purchaser subject to the provisions of the said Act.

48. Dispute Resolution :- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

49. **GOVERNING LAW**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

50. It is hereby made clear that furniture lay out, colour scheme elevation treatment, trees garden lawns etc. shown on the pamphlet and literature are shown only to give overall idea to the Purchaser and the same are not agreed to be provided by the promoters unless specifically mentioned and agreed in this agreement. The Promoters reserves the right to make changes in Elevations, Designs, and Colors of all the materials to be used at his sole discretion. In all these matters the

decision of the Promoters are final and it is binding on the Purchaser/s.

51. This agreement shall always be subject to the provisions contained in Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under and any other provisions of Law Applicable thereto.

FIRST SCHEDULE

Description of the property

All that portion of land comprised of all those pieces and parcels of land lying, being and situate at village Gandhare, Taluka Kalyan, Dist Thane within the limits of Kalyan Dombivli Municipal Corporation bearing

S.No./H.No.	Area sq. mts
62/2	520
15/6 /2	740
17/3	3790
18/2/1	3140
23/2 /1	6900
23/2 /2	6800
17/2/6	7640
9/4/2	6700
62/1	520
15/6/1	760
9/5/1	2450
9/5/2	2240
15/5	5615
23/1	335
Total →	48150

deducting therefrom the area admeasuring 24564 sq. metres being affected by reservations Road, Play Ground and Primary School.

SECOND SCHEDULE ABOVE REFERRED TO

Description of the nature, extent of common areas and facilities and Amenities.

Amenities

FRAMES:

- Wooden frames on main & bedroom doors.
- Marble frames on bathroom doors.

DOORS:

- Decorative laminated flush main door with brass fitting & lock.
- Laminated bedroom doors with tabular lock.
- Waterproof laminated doors for Washroom.

FLOORING:

- Vitrified flooring tiles.

- Anti skid ceramic tiles in the Sun Breakers/Terrace/Flower Beds.

WINDOWS:

- Marble frames on all windows.
- Powder coated aluminum windows.

TILES:

- Glazed wall tiles in kitchen 4' dado above platform.
- Designer wall tiles in bath & WC.

PLUMBING:

- Concealed plumbing with branded sanitary ware.

KITCHEN:

- Granite kitchen platform with stainless steel sink.

WALL FINISH:

- Double coat plastered external wall with highly durable acrylic paint.
- POP covered internal walls with elegant paint finish.
- POP covered ceiling surfaces with elegant paint finish.

UTILITY AREA:

- Terrace/ Flower beds attached to living room, bedroom with elegant railing.
- Loft spaces above bathroom for individual water tank & for general storage.

BATHROOM & WC:

- Hot & cold water mixer of reputed brand in bathroom.
- Designer wash basin in each flat | Good quality branded fitting.

ELECTRICAL:

- Concealed copper wiring with Miniature Circuit Breaker.
- Branded quality modular switches throughout the Bungalow.
- Telephone point in living room.
- Cable point in living room & master bedroom.
- Inverter wiring in each Bungalow.

Other facilities and Common Areas

- Internal Roads and Footpaths.
- Water Supply.
- Storm Water Drains.
- Landscaping and Tree Planting.
- Street Lightening.
- Community Building.
- Solid Waste Management and Disposal.
- Water Conservation, Rain water harvesting.
- Fire Protection and Fire Safety Requirements.

- Electrical Meter Room, Sub-station, Receiving Station.
- Recreational Open Spaces.
- Parking.

Annexure

ANNEXURE – A	Copy of Title Report
ANNEXURE –B	Copy of Village Forms VII and XII
ANNEXURE –C	Copies of plans & Layout as approved by concerned Local Authority
ANNEXURE –D	Authenticated copies of the plans and specifications of the said premises agreed to be purchased by the Purchaser as approved by the concerned local authority
ANNEXURE – E	Specification and amenities for the Premises,
ANNEXURE –F	Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority.

IN WITNESS WHEREOF the parties have set and subscribed their respective hands and seals to this writing on the day and the year first hereinabove mentioned.

SIGNED & DELIVERED
by the within named Promoters
Mohan Lifespaces LLP
through its authorised signatory

SIGNED & DELIVERED
by the within named Purchaser/s

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DRAFT

Received a sum of Rs. _____ (Rupees _____ only)

 from time to time prior to execution of this agreement in the
 following manner _____

[illegible]

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from the purchaser herein as and by way of advance / part consideration.

We say received

Mohan Lifespaces LLP
through its authorised signatory

DRAFT