

ARTICLES OF AGREEMENT made at Mumbai this _____ day
of _____ 2018 BETWEEN **NEELKANTH
MANSIONS AND INFRASTRUCTURE PRIVATE
LIMITED**, a company incorporated and registered under the
Companies Act, 1956, and having their registered office at Fine
House, Anandji Lane, M.G. Road, Ghatkopar (E), Mumbai -
400 077, hereinafter referred to as "**the Developers**" (which
expression shall unless it be repugnant to the context or
meaning thereof shall mean and include its successors and
assigns) of the One Part,

(PAN NO. _____)residing at

_____ hereinafter referred to as "**the Purchaser/s**" (which
expression shall unless it be repugnant to the context or
meaning thereof shall mean and include in the case of
individual or individuals, his/her/their respective heirs,
executors and administrators, in the case of firm, the partners
or partner for the time being thereof, the survivors or survivor
of them and the heirs, executors and administrators of the last
such survivors or survivor and in the case of a company, its
successor or successors and permitted assigns) of the Other

Part.

W H E R E A S:

- a.** (1) Mr. Fardun N. Mulla, (2) Mr. Navel N. Mulla, (3) Mr. Dinavan A. Mehta, (4) Mr. Maneck N. Mulla and (5) Mr. Rustam N. Mulla (hereinafter called 'the Original Owners') are the Original Owners of all those pieces or parcels of land bearing Survey Nos. 312(Part), 313, 314, 315, 316, 317, 318(Part), 319(Part) and 321(Part) admeasuring 57.37 Acres equivalent to 280365 sq.yds. or 236419 sq.mtrs. or thereabouts together with the structures thereon lying, being and situate at Majewade, District Thane and more particularly described in the First Schedule hereunder written and hereinafter referred to "the said Larger Property".
- b.** By a Memorandum of Understanding dated 4th March, 1994 made between the Original Owners of the One Part and M/s. Lok Holdings, a partnership firm, having its registered office at "Lok Bhavan", Lok Bharati Complex, Marol Maroshi Road, Andheri (E), Mumbai - 400 059, (hereinafter referred to as "the said Lok Holdings") of the Other part, the Original Owners agreed to allow the said Lok Holdings to develop the said Larger Property

for the consideration and on the terms and conditions contained in the said MOU dated 4th March, 1994.

- c. On certain disputes arising between the said Original Owners on the one side and the said Lok Holdings on the other side, the later filed a suit being Suit No.2104 of 1999 in the Bombay High Court against the said Original Owners;
- d. The disputes between the said Original Owners and the said Lok Holdings came to be amicably settled in Appeal No.752 of 1999 in Notice of Motion No.1879 of 1999 in the said Suit No.2104 of 1999 pursuant to which the said Original Owners and the said Lok Holdings filed Consent Terms in the said Appeal on 27th October 1999 and an Order to that effect was passed;
- e. As per the terms and conditions in the said Consent Terms dated 27th October 1999 and in full and final settlement of all the claims and benefits of the said Lok Holdings under the said MOU dated 4th March 1994 the said Original Owners agreed to grant, assign and convey in favour of the said Lok Holdings or its nominee a portion of the said Larger Property admeasuring 14 acres equivalent to 67,735.6 sq.yards or 56,654 sq. metres or thereabouts comprising of Survey Nos. 318(Pt.), 319(Pt.), 316(Pt.) and 312(Pt.) of Village Majiwade, District and Registration District of Thane and more

particularly described in the Second Schedule hereunder written and hereinafter referred to as 'the said Property' which is shown bounded by red colour boundary line on the Plan hereto annexed as **Annexure A**.

- f.** At the time of filing of such Consent Terms, the said Lok Holdings was a partnership firm which was later converted into a limited company under Chapter IX of the Companies Act, 1956 on 5th July 2001 by the name Lok Holdings and Constructions Ltd. and hereinafter called 'the said Lok Holdings Co.';
- g.** Pursuant to the right granted by the said Original Owners under the said Consent Terms, the said Lok Holdings Co. nominated Bahar Housing & Developers a Partnership Firm, having its registered office at G/1/004, Lok Upvan II, Pokhran Road No. 2, Majewade, Thane [W] 400 603 as its nominee and further requested the said Original Owners to execute a Development Agreement in respect of the said Property in favour of the aforesaid Bahar Housing & Developers.
- h.** Accordingly by an Agreement for Development dated 31st December, 2003 registered with the Sub-Registrar, Thane under Serial No.TNN-2/594/2004 on 23rd January 2004 and entered into between the said Original Owners (therein called 'the Owners') of the First Part, the said Lok Holdings Co., therein called 'the

Confirming Party' of the Second Part and Bahar Housing & Developers (therein called 'the Developers' and herein called 'the Owners') of the Third Part, the said Original Owners at the request of the said Lok Holdings Co. granted unto the Owners the development rights in respect of the said Property more particularly described in the Second Schedule hereunder written for the consideration and on the terms and conditions contained in the said Development Agreement;

- i. Pursuant to the said Development Agreement, the said Original Owners duly put the Owners in vacant possession of the said Property.
- j. By an order bearing No. ULC/TA/TE-1/Majewada/SR-170+171 dated 3.10.2000 as rectified by Corrigendum dated 27.10.2000 passed by the Competent Authority under the ULC Act, the Competent Authority declared that the said Property is not a surplus vacant land in the hands of the Original Owners.
- k. By an order bearing No. Rev/ C-1/TE.1/NAP/SR-44/2004 dated 22.4.2004 passed by the Collector, Thane, Collector inter alia, granted N.A. permission to the extent of 52,782.76 sq. mts of the said Property.
- l. The Owners have submitted a lay out for construction of a number of buildings comprising of residential and commercial building/s having FSI aggregating to

34484.34 sq. mts on the said Property and which have been duly approved by the Thane Municipal Corporation vide V.P. No. 2004/12 dated 1.1.2004.

- m.** In accordance with the sanctioned building plans and the permission obtained by the Owners from various authorities, the Owners commenced development of the said Property under the name and style of 'Lok Bahar'.
- n.** The Owners in Phase I commenced construction of building bearing Nos. A1, A2, B1, B2, B3, B4 and C1 and building No. 1 to 3 [R1 to R24] of which construction of 9 building being Building A1, A2, B1, B2, B3, B4 and building No. 1 to 3 [R1 to R24] are in advanced stages while in respect of building No. C1 the work is completed only up to plinth level.
- o.** The Owners have entered into agreement for sale of 154 flats/shops in the building A1, A2, B1, B2, B3, B4 and C1 and have entered into agreement for sale of all the 24 flats in building No. 1 to 3, (R1 to R24) on the terms and conditions as contained therein.
- p.** Part of the said Property admeasuring about 1685 sq. mts. is under setback for widening of D.P. Road, while an area of about 8245 sq. mts. is meant for 'Amenity Plot' along with right of way and had been handed over to Thane Municipal Corporation.

- q.** By a Memorandum of Understanding dated 6th February, 2006 made between the Owners and the Developers herein, the Owners have agreed to grant development rights in respect of the said property and/or transfer and assign all their rights, titles and interest in respect of the said property in the Second Schedule hereunder written to the Developers on the terms and conditions therein contained.
- r.** Accordingly by Development Agreement dated 13th March, 2006 entered into between the Owners herein and the Developers herein duly registered with the Office of the Sub-Registrar of Assurances at Thane under No. TNN-2/1948 of 2006 the Owners granted to the Developers and the Developers accepted from the Owners development rights in respect of the said Property situate at Village Majewade, Thane bearing Survey Nos. old No. 312 (P) New 312/1A(P), 312/1B, 316 (P), old No. 318 (P) New No. 318/1D (Pt), old No. 319 (P) new NO. 319/1A, 319/1B/1, 319/1B/2, admeasuring in all 14 acres, equivalent to 56654 sq. mts. or thereabouts, along with benefit of the said Development Agreement dated 31.12.03 as well as benefits of all the sanctions and permissions obtained by the Owners for development of the said Property including benefit of construction already put on the said Property with rights to the

Developers to develop the said Property to the fullest possible extent by consuming the entire FSI that may be permitted to be utilized in respect of the said Property including Transferable Development Rights [TDR] that may be permitted to be utilized on the said Property in accordance with Development Control Regulations, that may be in force from time to time and free from all encumbrances for the consideration and on the terms and conditions as contained therein.

s. The Developers propose to develop the said Property in a phased manner by constructing thereon a housing complex now to be known as "NEELKANTH GREENS" hereinafter referred to as "the said Complex" which shall be consisting of several building/s and structure/s comprising flats, units and premises together with provision of parking spaces, open spaces, terraces and other necessary amenities and facilities thereto in accordance with plans approved or to be approved or revised or amended from time to time by the Municipal Corporation, for the purpose of selling, leasing or otherwise transferring the same, or giving the same on tenancy or licence basis, to prospective purchasers, lessees, tenants, licensees and other transferees, as the case may be, on the terms and conditions as they may deem fit. The Developers by themselves or through or

with their nominees/s or associate or group concern/s are entitled to and propose to acquire and/or develop contiguous, adjoining or adjacent lands and properties, and enter into such arrangement or agreement as they may deem fit with the holders thereof and amalgamate such lands and properties with the said Property and/or sub divide the same and/or include the same in the scheme of development of the said Complex in the manner they may deem fit. In view of the aforesaid, reference to the said Property and the said Complex in this Agreement, shall be deemed to include the contiguous, adjacent and adjoining lands and properties and construction thereon wherever the context so permits or requires;

- t.** The Developers are entitled to develop the said Complex and the said Property by utilizing the Floor Space Index ("FSI"), Development Rights ("DR") and/or Floor Area Ratio ("FAR") thereof and/or acquiring Transferable Development Rights ("TDR") for utilization thereon. For the purpose of development, the said Property has been layed out in manner whereby due provisions have been made for internal road, open amenity space with internal feeder roads giving access to the respective buildings and to amenity space as more particularly

shown on the revised layout plan thereof sanctioned by the Municipal Corporation;

- u. The Developers has constructed recreational facilities and amenities being a Swimming Pool and a Club House equipped with recreational facilities on a portion of the said Property and/or in the said Complex (hereinafter collectively referred to as “the Club House”). The Club House and other recreational facilities located or to be located on the said Property and/or in the said Complex will be for the benefit of all the purchasers and transferees of flats, units and premises comprising the said Complex as well as Purchaser/s and transferees of flats, units and premises constructed or to be constructed on the said Property and the adjoining, contiguous and adjacent lands;
- v. The Developers have entered into a standard Agreement with M/s. Saakaar Architects registered with the Council of Architects and the said Agreement is as per the format of agreement prescribed by the Council of Architects. The Developers have appointed Mahimtura Consultants, Structural Engineers, for the preparation of structural designs and drawings of the building/s to be constructed in the said Complex on the said Property. The Developers shall accept the professional supervision of the said Architects and the said Structural Engineers

or such other Architects and Structural Engineers as the Developers may appoint till the completion of the said Complex.

- w. The Developers through their Architect inter alia have submitted building plans which has been duly sanctioned by Thane Municipal Corporation.
- x. While sanctioning the building plans, the Municipal Corporation and/or other authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developers while developing the said Property. The Developers shall observe, perform and comply with the said terms, conditions and stipulations.
- y. The Purchaser/s has/have demanded from the Developers and the Developers have given inspection to the Purchaser/s of copies of all the documents of title relating to the said Property, the said Development Agreement dated 13th March, 2006 and the said Orders issued by the Deputy Collector and Competent Authority under U.L.C. Act and plans, designs and specifications and of all other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale Management and Transfer) Act 1963 and the Rules made there under.

- z.** The copy of the Certificate of Title issued by Purnanand & Co. Advocate of the Owners in respect of the said Property is annexed hereto as **Annexure B**. The Purchaser /s has/have accepted the said title certificate and agrees not to raise any further or other requisition or objections to the title of the Owner.
- aa.** 7/12 Extracts in respect of the said Property showing the title of the Original Owners and Thane Municipality (for D.P. Road and Amenity space handed over) is annexed hereto as **Annexure C**.
- bb.** It is an express, essential, vital and integral term and condition of this Agreement that the layout, scheme of development of the said Complex, location and dimension of parking spaces, plans and specifications etc. are tentative. The Developers shall be entitled to make any variations, alterations, amendments or deletions to or in the scheme of development of the said Complex, layout, plans and specifications of the flats, units and premises, relocating/realignment of the water, power, sewage, telephone, gas and other service and utility connections and lines, overhead/underground tanks pumps, open spaces, parking spaces, Club House, recreation areas, garden spaces and all or any other areas, amenities and facilities to be constructed in the said Complex and/or varying

the location of the access to the building/s and/or the dimension or location of parking spaces as they may deem fit in their sole and unfettered discretion Provided that do not effects rights hereby granted in favor of Purchasers or Society.

cc. The Ministry of Environment and Forests, Government of India, has accorded environmental clearance to the said Complex vide its Ref. No. 21-155/2006-IA.III dated 1st September, 2006 subject to compliance of the terms and conditions mentioned therein.

dd. The Developers are developing the said Property and have submitted a layout which has been duly sanctioned by the Thane Municipal Corporation and as amended from time to time and lastly under No. VP No. S04/0069/14/TMC/TDD 1720/16 dated 15/03/2016 have been annexed hereto and marked as **Annexure "D"**.

ee. The Developer has constructed the Building to be known as D4 -Iris on the remaining portion of the said property consisting of Common Lower Stilt + Common Upper Stilt 1 + Upper Stilt 2 + Upper 27 floors (hereinafter referred to as "the said building" and or as "the said Project"). The Said Building 'D4 IRIS' is shown in yellow wash on the plan annexed hereto as **Annexure D**.

- ff.** The Developers have obtained Occupation Certificate in respect of the said building to be known as D4 -Iris, from the Thane Municipal Corporation under No. TMC/TDD/OCC/0528/18 dated 10TH May 2018, a copy whereof is annexed hereto as **Annexure I**.
- gg.** The Developers has/have informed the flat Purchaser/s that they have availed finance/loan from **JM Financial Credit Solutions Limited and JM Financial Products Limited** and may avail further loan from Banks and / or Financial Institutions, inter alia, for construction of the said Building and as a security for the repayment thereof, the Developers have created mortgage on the said property as well as the said building being constructed thereon in favor of Security Trustee/Bank/Financial Institution including the said flat and charge /lien on the balance consideration receivable has been created in favour of the lender.
- hh.** The Purchaser/s has applied to the Developer for allotment of **Flat No. _____** on the **___ floor** in the building to be known as “D4-IRIS” in the said Complex to be known as “NEELKANTH GREENS” being constructed by the Developers on the said Property.

- ii. The Developers have agreed to sell to the Purchaser/s **Flat No. ____** on the **floor**, in the building to be known as “D4-IRIS” in the said Complex to be known as “NEELKANTH GREENS” being constructed by the Developers on the said Property at the price and upon the terms and conditions hereinafter appearing;
- jj. The Developer has obtained from **JM Financial Credit Solutions Limited and JM Financial Products Limited** NOC permitting the Developer to sell and transfer Flat No. **502** on terms therein contained. Copy of the said NOC is annexed hereto as **Annexure E**.
- kk. The Developer has informed the Purchaser/s that the Real Estate (Regulation and Development) Act 2016 & Maharashtra Rules 2017(hereinafter referred to as “the said Act”) have been implemented and as per the provisions of the said Act, the Developer has registered the said Project under the provision of the said Act with Maharashtra Real Estate Regulatory Authority under No. **P51700000552**. Authenticated copy of the Registration annexed hereto and marked as **Annexure F**.
- ll. The Developer has informed to the Purchaser/s they have already constructed Row Houses ,building/s RH-1 to RH-24, A1,A2,B1,B2,B3,B4, C1,C2,E1,E2,D1 & D2 “ and same will be considered as completed projects as

Occupancy certificate for such building/s & Row Houses has been obtained as per the provision of the said Act.

mm. The Developers have informed that prior to implementation of the Real Estate (Regulation and Development) Act 2016 & Maharashtra Rules 2017 the Agreement for Sale with the Purchaser/s has been executed Under Section 4 of The Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (herein referred to as "the said Act"). As required under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 under section 13 of the said Act, the Developer is required to execute a written Agreement for sale of said Flat with the Purchaser/s, being in fact these presents and also to register the said Agreement under the Registration Act, 1908. The Developer has informed to the Purchaser/s that the contents of this Agreement for Sale may be further modified in due course of time as required under the law or as may be advised by the Attorney of the Developer in light with the said Act.

nn. The Developers have further informed that they have further commenced the construction of the Building D3-ZINNIA on the basis of approved and sanction plans and will be constructing further Building F1 & F2 and

additional building residential or commercial as permissible under the prevailing rules, the Developer shall on his own discretion will develop and register them all as an independent project as per the provisions of the said Act as a part of the common layout Neelkanth Green Project.

oo. The Developers have informed the Flat Purchaser/s that the stack parking spaces, puzzle Parking spaces also means mechanized parking spaces provided in the open spaces of the said Building and the same are to be considered as covered under the definition of Covered Parking Spaces as per RERA

pp. In the event, the Flat Purchaser/s being a Non Resident Indian (N.R.I.) intending to book and acquire a Residential Flat/Unit from the said Developer, then it shall be the sole Responsibility of the Flat Purchaser/s to procure the necessary/statutory permission from Reserve Bank of India or any other Competent Authority to the extent in order to acquire a Residential Flat/Unit. The Developers shall not be held liable for the deficiency of any statutory permissions being not available or produced by the respective Flat Purchaser/s

**NOW THIS AGREEMENT WITNESSETH AND IT IS
HEREBY AGREED, UNDERSTOOD, DECLARED,**

CONFIRMED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The parties hereby acknowledge and confirm that the aforesaid recitals form an integral part of this Agreement.
2. The Developers are developing and building a housing complex comprising of residential and commercial building/s on the said Property in phases under the name of NEELKANTH GREENS (hereinafter referred as “the said Complex”).
3. The Developers are developing the said Property by constructing a numbers of buildings (hereinafter referred to as “the said buildings”) in the said Complex to be known as “NEELKANTH GREENS” for sale of flats on what is commonly known as Ownership basis or on such other basis as the Developers may desire or deem fit in their absolute discretion in accordance with the plans specifications and designs approved by Thane Municipal Corporation which have been seen by the Purchaser/s with such variations and modifications as the Developers may consider necessary or as may be required by the concerned authorities or Government from time to time PROVIDED FURTHER that the Developers are entitled to carry out such development and/or additional

development and/or alterations and/or additions and/or modifications in the building/s constructed and/or to be constructed on the said Property including the building in which the Purchaser/s has agreed to purchase the flat or change the lay-out or location of the recreation ground and other amenities, facilities and/or the specifications thereof, as they may desire without consulting and/or obtaining any permission from the Purchaser/s and/or from the society of the Purchaser/s which may be formed as envisaged in this Agreement so long as it does not adversely affect area or location of the flat agreed to be purchased by the Purchaser/s and the Flat Purchaser/s hereby consent to the same The Purchaser/s agree not to obstruct and/or raise any objection whatsoever and/or interfere with the Developers, their nominees or assigns for carrying out amendments, alternation, modifications, variations and/or additions as aforesaid. PROVIDED HOWEVER THAT the Developers shall obtain prior consent in writing of the Purchaser/s in respect of such variations or modifications which may adversely affect area of the flat, which the Purchaser/s has agreed to purchase.

4. The Purchaser/s hereby agrees to purchase from the Developer, and the Developer hereby agree to sell to the

Purchaser/s/s **Flat** _____ (hereinafter referred to as “**the said Flat**”) on the ____ **floor** in the building to be known as “**D-4 IRIS**” (hereinafter referred to as the “said building”) in the Complex known as “**NEELKANTH GREENS**” for a lumpsum price of **Rs.** _____/- (**Rupees** _____ **Only**). The approved typical floor plan identifying the position of the said flat is attached herewith at **Annexure G**. A copy of the approved layout plan showing the spaces around the building is attached herewith as **Annexure D**.

The Carpet area of the said flat would be _____ sq. meter equivalent to _____ sq. feet or thereabouts (inclusive of area of the enclosed balcony, door sills, cupboards) as per the MOFA.

The Carpet area of the said flat would be _____ sq. meters equivalent to _____ sq. feet. or thereabout (including internal walls and structural members) as per the RERA in addition to that _____ sq. meter area equivalent to _____ sq. Feet of area as enclosed Balcony. This arrangement also includes right to use **Two** Car Parking space in either Single/ Back to Back / Mechanized Parking Unit at Common Lower Stilt/ Common Upper Stilt 1/ Upper

stilt 2 as well as the proportionate price of the common areas and the facilities appurtenant of the said flat.

The nature, extent and description of the facilities and amenities to be provided by the Developer are set out in **Annexure H** hereto.

5. The Developer have informed the flat Purchaser/s that they have availed finance/loan from **JM Financial Credit Solutions Limited and JM Financial Products Limited** and may avail further loan from Banks and / or Financial Institutions, inter alia, for construction of the said Building and as a security for the repayment thereof, the Developer have created mortgage on the said property as well as building being constructed thereon in favor of Security Trustee/Bank/Financial Institution Excluding the said flat. Loan document executed by the Developers with the Security Trustee/Bank/Financial Institution specifically provides that permission of the Security Trustee/Bank/Financial Institution will be obtained before entering into Agreement for Sale. The Security Trustee/Bank/Financial Institution has prior execution of these present granted their No Objection

Certificate for sale of the said premises to the purchaser herein wide their Letter/NOC dated _____.

6. The Purchaser/s hereby agrees to pay to the Developers the said purchase price of **Rs. _____/- (Rupees _____ Only)** as under:

a) Rs. _____ being not more than 10% as booking amount;

b) Rs. _____/- being not more than 20% of total consideration at the time of execution of this Agreement for Sale;

Rs. _____ being 70% as due payable on execution and registration of this Agreement for sale; (**Note: You have to mention the same case to case basis as agreed between the Developer and the Purchaser**)

7. It is hereby expressly agreed that the time, for the payment of each of the aforesaid installments of the consideration amount, shall be the essence of the contract. All the above respectively payments shall be made within Seven days of the Developer sending a Notice/E-mail to the Purchaser/s calling upon them to make payment of the same by way of Account Payee cheque / demand draft / pay order payable to the Developer at Mumbai. All such Account Payee cheques / demand drafts / pay orders shall be drawn in

favour of **Neelkanth Mansions And Infrastructure Private Limited D4 IRIS Collection Account**, or such other name as may be intimated in writing by the Developers to the Purchaser/s. The Purchaser/s undertake that all cheques given by the Purchaser/s representing the installments of Purchase Price and/or any other amounts payable in terms of this Agreement shall be honored on their presentation. Such Notice is to be sent under registered AD by post and/or by courier service and/or e-mail at the address/email id mentioned hereinafter to the Purchaser/s & this posting / email will be sufficient discharge to the Developers.

Provided that any deduction of amounts made by the Purchaser/s on account of Tax Deducted at Source (TDS) as may be required under prevailing law while making any payment of any installments to the Developers under this Agreement shall be acknowledged /credited by the Developers, only upon Purchaser/s submitting the original tax deducted at source certificate and the amount mentioned in the certificate matches with Income Tax Department website.

8. Provided further that at the time of handing over the possession of the said Premises, if any such certificate is not produced, the Purchaser/s shall pay an equivalent amount as interest free deposit with the Developers, which deposit shall be refunded by the Developers to the Purchaser/s producing such certificate within 4 months of the possession. Provided further that in case the Purchaser/s fails to produce such certificate within the stipulated period of 4 months, the Developers shall be within stipulated period of the 4 months, the Developers shall be entitled to appropriate the said Deposit against the receivables from the Purchaser/s.
9. The Purchaser/s hereby confirms that the consideration mentioned hereinabove is net amount. The Purchaser/s alone is liable to bear and pay any amount required to be paid to Central / State Government or any local authority by way of Goods and Service Tax (G.S.T.) , Sale Tax, Works Contract Tax, Service Tax, VAT, Labour Welfare Tax, Labour cess and any other Tax or payments, by whatever name it is called including all kinds of statutory payments and liabilities (whether payable as per present Law/s and/or as per future Law/s and all

liabilities arising there under whether under change/s, modification/s, amendment/s, enactment/s etc. and/or otherwise in any manner whatsoever, including all Acts, rules, regulations and due to any judicial view, review, interpretation and for reason/s whatsoever) for sale of the said flat shall be paid, incurred and settled by the Purchaser/s immediately without making the Developer herein liable/responsible for the same in any manner whatsoever. In case of any delayed payment towards any and/or all taxes, duties, levies, cess etc. { whether direct or indirect (including but not limited to G.S.T., service tax, VAT etc) } by the Purchaser/s, the Purchaser/s shall apart from penalty or interest charged by such authorities be liable to pay interest @ State Bank of India highest Marginal cost of Lending Rate plus 2 % on the amount if any paid by to the Developers to such authorities.

10. The Developers have informed to the Purchaser/s and the Purchaser/s has agreed that all the payment made by the Purchaser/s will be first appropriated towards the applicable taxes payable and the balance will be appropriated against the consideration of the Flat.
11. The Developers hereby agree to observe, perform and comply with all the terms, conditions, stipulations and

restrictions, which may have been and/or may be imposed by the concerned local authority at the time of sanctioning the building plans and/or may be imposed at or any time thereafter and obtain occupation certificate and/or completion certificates in respect of the said building. Thereafter the said terms, conditions, stipulations and restrictions shall be observed, performed and complied with by the Purchaser/s.

- 12.(1). The Purchaser/s hereby declares and confirms that he is aware that the Developers have prior to the execution hereof specifically informed him/them that the Developers has acquired the said Property together with development rights, benefits and potential in respect thereof for valuable consideration and therefore, the same absolutely and exclusively belongs to and are vested in the Developers. Such development rights, benefits and potential include the right to use, consume, enjoy assign and/or transfer the entire FSI, and/or TDR available in respect of and/or arising out of the said Property in any manner and for any purpose, as may be permitted by law, as the Developers desire and deem fit in their sole, absolute and unfettered discretion. Consequent to the aforesaid, it is hereby expressly clarified, agreed and understood that the Developers

shall always and at all times (including before and after execution and registration of the Deed/s of Transfer as envisaged in this agreement) have the exclusive, absolute, irrevocable, unconditional and unrestricted right to and in respect of and shall be entitled to do and carry out, the following :-

- (a) The entire FSI and/or TDR, including the unutilized, unconsumed and residual FSI and/or TDR, originating from or arising out of or available in respect of the said Property and the entire increased, additional and extra FSI and/or TDR which are now available and which may be available or granted and/or sanctioned at any time hereafter in respect thereof, on any account or due to any reason whatsoever, including on account of handing over to the Corporation and/or any other Government or local body or authority, any part/s thereof affected by set-back and/or amenity space requirements and/or regulations and/or affected by any reservation, acquisition and/or requisition and/or due to any change in law, rules or regulations, shall absolutely and exclusively belong to and be available to the Developers. The

Purchaser/s herein, the Society/s and the Apex Body shall not have or claim any rights, benefits or interests whatsoever in respect thereof;

- (b) The Developers may get the reservation affecting the said Property deleted and/or shifted to any part thereof. The Developer may develop the reservation as per D. C. Regulation and handover portion of constructed area to concerned authorities and develop and sale remaining area or hand over such reservation to Municipal Corporation and/or other authorities and receive the compensation in lieu thereof and/or the FSI that may be permitted to the Developer in lieu of the compensation.
- (c) The Developers shall have the absolute, exclusive and full right, authority and unfettered discretion to use, utilize and consume the aforesaid FSI and/or TDR for construction on the said Property including for effecting the additional construction thereon and/or on the contiguous, adjacent or adjoining lands and/or any other land and/or property, as may be permitted by law and as the Developers may desire and deem fit and proper in their sole and unfettered discretion. The Developers may amalgamate such contiguous, adjacent or adjoining lands and/or any other lands

and/or properties with the said Property or any part/s thereof and utilize and consume the FSI and/or TDR of the said Property as well as the FSI and/or the TDR of such contiguous, adjacent or adjoining lands and/or such other lands and/or properties on the amalgamated Plot and/or any part thereof.

- (d) The Developers shall have the absolute, exclusive and full right, authority and unfettered discretion to sell, transfer and/or assign all or any of such FSI and/or TDR originating from or arising out of the said Property or any part/s thereof, to or in favour of any person/s whatsoever, for such consideration and on such terms, conditions and provisions as may be desired and deemed fit by the Developers in their sole and unfettered discretion and as may be permitted by law;
- (e) Under the Development Control Regulations, 1994, it is permissible for the Developer to acquire Transferable Development Right/s (TDR) in respect of land and/or properties other than the said Property and make additional construction on the said Property and/or any part thereof and/or the said building/s by utilising such development rights. The Developer shall, at all times hereafter

including before or after execution and registration of the Deed/s of Transfer have unfettered unrestricted right to avail of the FSI and/or TDR as may be permissible under the Development Control Regulations, 1994 and/or any modification thereof and/or under any prevailing rules and regulations ;

- (f) The entire construction effected by the Developer by utilising and consuming the FSI and/or TDR as aforesaid, shall be the absolute property of and exclusively belong to the Developer, who shall have the right and be entitled to sell, transfer and/or dispose of the same in any manner whatsoever, to any person/s whomsoever, for such consideration and on such terms, conditions and provisions as the Developer may desire and deem fit and proper in their sole and unfettered discretion; and
- (g) The Developer has informed the Purchaser/s and the Purchaser/s is/are aware and hereby expressly agree that the Developer will be developing the said Property as one scheme as gated community by constructing thereon various buildings in phases and as per the phase development program to be determined by the Developer in their absolute discretion from time to time. The Purchaser/s shall

not raise any objection or cause any hindrance in the said development/construction by the Developer whether on grounds of noise or air pollution inconvenience, annoyance or otherwise or on the ground that light and/or air and/or ventilation to the said Premises or any part of the said building is adversely affected or likely to be affected by such construction.

- (2) The Developers have informed the Purchaser/s that as per the Scheme (hereinafter referred to as “the said Scheme”) envisaged by the Developer:-
 - (a) The Developers have provided club house, swimming pool and recreational facilities on a part of the recreation ground for the use of all the Purchaser/s of flats in the said complex. The Developer may also subject to receipt of necessary permission from the concerned authorities construct a temple/prayer hall/meditation hall on a part of the recreation ground and/or any other portion of the said Property.
 - (b) A part of the said Property is earmarked and handed over to Thane Municipality for amenity space. The Developer may get the same shifted on any part of the said Larger Property. The Developer may develop the

same or hand over such amenity space alongwith right of way to the Corporation.

- (c) The Developers may, in order to ensure the proper management and maintenance of the said Complex including the club house, swimming pool and recreational facilities and other common areas enter into agreement/s with one or more agencies on the terms and conditions the Developer may deem fit and proper. However, the Developers shall not be liable for any act of commission or omission of failure in maintenance of the said Complex. The Purchaser/s and/or Society and/or Apex body shall be liable to abide by the terms and conditions of such agreement/s.
- (d) The Developers will be entitled exclusively to consume and appropriate any F.S.I., additional F.S.I. or TDR that may be granted on account of amenity open space, additional Recreation Ground, set back area if any or any reservation or on any account whatsoever, on the said property and the Purchaser/s consent to the same without any objection.
- (e) The Developers shall have the absolute, exclusive and full right, authority to acquire Certificate/s of Development Right/s in respect of said property and make additional construction on the said property

and/or the said building by utilizing such development rights. The Developers shall, at all times hereafter including before or after execution and registration of the Deed/s of Transfer have unfettered and unrestricted right to avail of the FSI, FAR, DR and TDR as may be permissible and to obtain the award thereof in the form of FSI, FAR, DR and TDR as permitted under the Development Control Regulations and other prevalent rules, regulation of laws and to utilize such FSI, FAR, DR and TDR in any portion of the said land including by construction additional wing/s to or raising additional storey the said building.

- (3) The Purchaser/s expressly recognizes, confirms, agrees and consents to the Developers rights, benefits and interests as aforesaid and to what is mentioned hereinabove in this clause and the Purchaser/s, the Society/s and/or the Apex Body shall not raise any objection or dispute in respect thereof.
 - (4) The terms, conditions and provisions of this clause shall always be of the essence of the contract.
- 13.** The Purchaser/s is/are aware that as per the Scheme envisaged by the Developers:-

- (a) The said building is part of a Complex to be developed on the said Property and as such common areas and facilities including but not limited to club house, garden, recreation ground, internal roads, pathways, water tanks, electric sub-station, sewerage etc. are to be maintained by all the Purchaser/s of the flats/premises in the said Complex including the Purchaser herein.
 - (b) Developer have while submitting the building plans made provisions for minimum two car parking space for 3 bedroom flats and minimum one car parking space each for the remaining flats and the Purchaser/s and other Purchaser/s in the said building shall have no right in respect of the remaining car parking space which are meant for the other Flat Purchasers of D4 Iris or any other buildings to be constructed in the said Complex.
- 14.** (1) As part of the common facilities in the said Complex "NEELKANTH GREENS", the Developer has constructed a swimming pool and a club house on a portion of the said Property. The purchaser/s and his family members residing with him in the said flat shall be entitled to use the swimming pool and the club house on the terms and conditions as may be determined and laid down by the Developer.

- (2) The purchaser/s shall pay a lump sum amount of **Rs. _____/-** towards corpus fund to meet the maintenance expenses of the recreation area, the club house and the swimming pool. The maintenance expenses of the recreation area, the club house and the swimming pool shall be met out of the income earned by investing the said corpus fund. In case of there being any shortfall, such shortfall shall be met by proportionate contribution by all the flats/premises purchasers and the Developer shall, in no way and manner shall be liable for the same. It is clarified that the said amount of **Rs. _____/-** is not in any way towards the consideration for acquiring the said flat by the Purchaser/s but is by way of lumpsum payment towards corpus fund for the maintenance of the aforesaid recreation area, the club house and the swimming pool. The Developers are collecting this amount by way of ad-hoc arrangement and it shall be the responsibility of the Purchaser/s alone to maintain the recreation area, the club house and swimming pool at their own cost and expenses.
- (3) It is agreed that the Developers will have full right, absolute authority and good power to invest the said amount in the manner deemed fit by the Developer. It is further agreed that the Developer shall be entitled to

utilize the said amount and the income arising there from for the purpose of and in respect of maintenance of the recreation area, the club house and the swimming pool. It is also agreed that the Developer may make arrangement for the maintenance of the swimming pool and the club house in the manner they deem fit and proper. However, the Developer shall not be liable for any act of commission or omission or failure in maintenance of the recreation area, the club house and the swimming pool. The Purchaser/s undertake/s to abide by all terms, conditions, stipulations, rules, regulations and bye-laws in respect of the recreation area, the club house and the swimming pool and its use and enjoyment thereof as may be framed from time to time by the Developer. The Developer shall upon completion of entire development of the said Property and upon transfer of the recreation area, the swimming pool and the club house to the Society/s or to Apex Body as envisaged in this agreement transfer the said amount or balance thereof to such Society/s or to such Apex Body and whereupon the Developer shall be absolved of all their liabilities in respect of the said amount and application and utilization thereof. In case of any shortfall, the Developers shall either collect such shortfall from the existing flats/premises Purchaser/s, such

Society/s in proportionate to their share and/or from such Apex Body at the time of Handing over the affairs of the same.

15. The Developer has informed and the Purchaser/s are aware that F.S.I. consumed in each phase and/or buildings to be constructed will be disproportionate to the respective plinth area and land appurtenant thereto and that the said Property is being developed as a Complex and it will not be possible to sub-divided the same. The Purchaser/s agree and confirm that they will not require or insist upon subdivision of the said Property or put up compound wall between the various buildings. The Developer will however provide compound wall on the boundary of the said Property.
16. Without prejudice to the Developer rights to terminate this Agreement as hereinafter provided the Purchaser agrees to pay to the Developers interest at State Bank of India highest Marginal cost of Lending Rate plus 2 % per annum or at such permissible rate on all the amounts which become due and payable by the Purchaser to the Developers under the terms of this Agreement including the amount of maintenance

charges and Taxes from the date the said amount is payable by the Purchaser to the Developers.

17. On the Purchaser/s committing three defaults in payment on due date (time being always of essence) of any amount due and payable by the Purchaser to the Developers under this Agreement (including his or her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing breach of any of the terms and conditions herein contained, the Developers shall be entitled, at their option, to terminate this Agreement. PROVIDED always that the power of termination hereinbefore contained shall not be exercised by the Developers unless and until the Developers shall have given to the Purchaser fifteen days prior notice in writing send by registered post A-D at the address provided by the Purchaser and/or by e-mail provided by the Purchaser their 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 and default shall have been made by the Purchaser in remedying such breach or breaches within the aforesaid notice of fifteen days then on expiry of such notice period this agreement shall automatically

stand terminated. PROVIDED further that upon termination of this Agreement as aforesaid, the Developers shall forfeit the earnest money paid by the Purchaser as pre estimated liquidated damages including but not limited to Brokerage if any paid by Developer for sale of Said Flat and shall refund to the Purchaser by cheque balance of the sale price of the flat which may till then have been paid by the Purchaser to the Developers within 30 days of termination but the Developers shall not be liable to pay to the Purchaser any interest on the amount so refunded or any other amount or compensation on any ground whatsoever and upon termination of this Agreement, the Developers shall be at liberty to dispose of and sell the flat to such person and at such price as the Developers may in their absolute discretion think fit.

The applicable taxes paid by the Purchaser/s towards the purchase of the said flat along with consideration will be refunded to the Purchaser/s only when the Developers are able to claim the same from the concerned Authorities.

However if the Purchaser/s for any reason terminates the agreement or intends to cancel the purchase of the Flat, then in such an event the Developers upon receipt of

written intimation duly signed by all the Purchaser/s for cancellation of flats shall refund the amounts (subject to adjustment and recovery of any agreed liquidated damages including but not limited to Brokerage if any paid by Developers for sale of Said Flat or any other amount which may be payable to Developer) within a period of thirty days of such termination, the installments of consideration of the Flat which may till then have been paid by the Purchaser to the Developers.

The Developers shall refund the applicable taxes paid by the Purchaser towards the purchase of flat along with consideration only when the Developer is able to claim the same from the concerned Authorities.

18. The Developers propose to give possession of the said flat to the Purchaser on or before _____ subject however to and also subject to the Government restrictions and/or enemy action, war, strike or any notice order rule notification of the Government and/or other cause beyond the control of the Developers. However in order to enable the Developers to offer possession on the date specified herein, the Developers may change fixtures, fittings and amenities agreed to be provided when there is uncertainty about the availability of fixtures, fittings and amenities or material required to

be provided and will substitute the fixtures, fittings and amenities without any notice or approval of the Purchaser in as much as similar specification and /or quality as may be available. The Purchaser agrees not to claim any reduction or concession in the consideration due to this.

19. If the Developers fail or neglect to give possession of the said flat to the Purchaser on account of other than any of the reasons mentioned above as per the provisions of section 8 of Maharashtra Ownership Flats Act by the aforesaid date or dates prescribed in section 8 of the said Act, then the Developers shall be liable on demand to refund to the Purchaser the amount already received by them in respect of the said flat along with interest as per the State Bank of India highest Marginal cost of Lending Rate plus 2 % per annum or at such rate which may be decided by the authorities from time to time whichever is lower from the date the developers received the amount, till the date of amount and interest thereon repaid. Till the entire amount along with interest thereon is refunded by the Developers to the Purchaser the same shall subject to prior encumbrance if any, be a charge on the said flat agreed to be sold by the Developers to the Purchaser. Further, the Purchaser does

not intent to withdraw he shall be paid, by the Developers interest for every month of delay, till the handing over of the possession at the rate as per the State Bank of India highest Marginal cost of Lending Rate plus 2 % per annum.

20. The Purchaser/s shall take possession of the flat within 7 (seven) days of the Developers giving written notice to the Purchaser.
21. Commencing a week after notice in writing is given by the Developers to the Purchaser that the said flat is ready for use and occupation, the Purchaser shall be liable to bear and pay proportionate share of outgoings in respect of and pertaining to the said flat including local taxes, betterment charges, development charges (by whatever name it is called) or such other levies by the concerned local authority and/or government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said flat and the said building. The Purchaser shall also be liable to bear and pay proportionate share of maintenance and other outgoings

in respect of all common areas, amenities and facilities of the said Complex, "NEELKANTH GREENS". The Purchaser further agrees that till the Purchasers' share is so determined, the Purchaser shall pay to the Developers provisional monthly contribution of **Rs.6,156/-** towards the aforesaid outgoings. The Purchaser shall pay an amount equivalent to three months provisional monthly contribution and outgoings in advance on or before taking possession of the said flat and thereafter, the Purchaser shall pay such provisional contribution quarterly on the 5th day of each and every quarter in advance and shall not withhold the same for any reason whatsoever. In case of delay, the Purchaser shall pay interest @ State Bank of India highest Marginal cost of Lending Rate plus 2 % per month from the 1st day of the month till the date of payment. The Developers shall be entitled to utilise such amount for the aforesaid purposes in the manner they deem fit and proper.

- 22.** The Purchaser/s shall use the said flat or any part thereof only for the purpose of residence.

23. The Purchaser/s shall be entitled to use The Car Parking Space/s only for purpose of keeping or parking the Purchaser's own vehicle.
24. The Purchaser/s shall be entitled to use the common areas and facilities provided in the said Complex jointly with all the purchasers of the flats and premises in the buildings constructed and/or to be constructed in the said Complex on such terms and conditions as may be determined by the Developers.
25. The service area provided for servicing the plumbing and other utility services of kitchen and toilets shall be used for the purpose of such servicing only. The Purchaser shall not enclose the service area and shall permit free ingress and outgress to and from this area for repairs and maintenance of the various service lines and utilities provided therein.
26. If within a period of Five years from the date of offering possession of the said flat to the Purchaser, the Purchaser brings to the notice of the Developers any defect in the flat or the material used therein, then wherever possible such defects shall be rectified by the Developers at their own cost and in case it is not possible to rectify such defects then the Purchaser shall

be entitled to receive from the Developers reasonable compensation for such defect. However, if the Purchaser carries out any alteration or addition or change in the said flat without obtaining prior written permission of the Developer and of the concerned authorities wherever required, then, in that case the liability of the Developers shall come to an end and the Purchaser/s alone shall be responsible to rectify such defect or change at his own cost.

27. The Purchaser/s shall ensure that while, carrying out any work in the said flat the water proofing treatment given by the Developers in the toilet and the kitchen is not damaged. If while carrying out the work, the water proof base coat is damaged or any defect is occurred and as a result thereof water is leaked into the flat below the purchaser's flat and/or in any other flat then the purchaser alone shall be responsible to rectify such defects/damages at his own costs the Purchaser shall rectify the same immediately after receiving communication from the Developers and/or from the Purchaser of the flat in whose flat there is leakage. If the Purchaser fails to carry out the said work within a period of 7 days then the Developers and/or such purchaser of the

flat in whose flat this leakage/defect is occurred shall be entitled to enter the flat of the Purchaser and rectify the defect entirely at the costs of the Purchaser.

28. The Developers is also providing Electrical and Plumbing fitting as mentioned in the list of Amenities. The Purchaser is aware developer is not the manufacture of these fittings and appliances. The Developers does not warrant or guarantee the use, performance or other wise of these fittings.
29. The Developers has also informed and the Purchaser has agreed that whenever natural material is used in the premises, there are going to be inherent imperfection. The Purchaser/s has/have agreed and accepted these imperfections as inherent in natural materials and Purchaser will not raise any objection for the same.
30. Further where the manufacturer warranty as shown by the developer to allottee ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/phase/wing and if the annual maintenance contracts are not done/renewed by the allottee/s then the developer shall not be responsible for any defects occurring due to the same.

31. (1)(a) The Purchaser/s along with other Purchaser(s) of Flats in the building shall join the proposed Society to be known as _____. The Developers had submitted an application for formation of such Association of the Purchasers when 51% Flats have been allotted and for this purpose the Purchaser shall from time to time sign and execute necessary applications for registration and/or membership and the other papers and documents necessary for the registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society / Association and duly fill in, sign and return to the Developer within seven days of the same being forwarded by the Developers to the Purchaser, so as to enable the Developers to register the common Association of Purchaser. No objection shall be taken by the Purchaser/s, if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

- (b) There being more than one Society/s of the purchasers of the buildings, flats and premises in the said Complex being formed and registered, the Developers shall form and register an Apex Body to maintain the club house, the swimming pool and common areas, amenities and facilities of the said Complex and all the terms, conditions, covenants, stipulations and provisions herein, which relate to the formation and registration of the Society/s shall apply mutatis mutandis to the formation and registration of such Apex Body. Such Apex Body shall be formed only after all the Societies of the purchasers of the buildings/flats/premises in the said Complex are formed and registered.
- (c) All costs, charges, expenses whatsoever for and in respect of the formation and registration of the Society/s and the Apex Body, shall be borne and paid by the Purchaser herein along with the purchasers, transferees and allottees of all the other buildings, flats and premises in the said Complex and the Developers shall not bear or pay the same or contribute towards the same at all. If any delay or default is made in the payment or reimbursement of such costs, charges or expenses, for any reason whatsoever, by the Purchaser/s herein and/or by the purchasers, transferees or allottees of any

of the other buildings, flats and premises in the said Complex, then the Developers shall not be liable or responsible for any delay in the formation or registration of the society/s or the Apex Body.

- (2) Upon the Society/s and/or the Apex Body being formed and registered, the rights, benefits and interests of the Purchaser herein shall be governed and regulated by the bye-laws, rules and regulations thereof, but expressly subject to the terms, conditions, covenants, stipulations and provisions of this Agreement.
- (3) The terms, conditions, covenants, stipulations and provisions of this Agreement and all deeds, documents, instruments and writings related or incidental to this Agreement, executed or to be executed by and between the parties hereto, shall be binding upon the Society/s and the Apex Body. The Society/s and the Apex Body shall upon being registered or formed, pass the necessary resolutions confirming the terms, conditions, covenants, stipulations and provisions of this Agreement and all deeds, documents, instruments and writings related/incidental to this Agreement (executed or to be executed by and between the parties hereto), or such of them as the Developers may require and agreeing and

undertaking to be bound by the same and the Purchaser shall vote in favour of such resolutions.

32. In the event of the Society/s being formed and registered before the sale and disposal by the Developers of all the flats and premises in all the buildings in the said Complex, the power and authority of the Society/s so formed or of the Purchaser and other Purchasers shall be limited to their respective flats/building and will be subject to the overall authority and control of the Developers over all or any of the matters concerning the said Complex including full and complete development of the said Complex and in particular the Developers shall have absolute authority and control as regards the unsold flats/terrace/parking spaces and all other premises and areas and the disposal thereof.
33. The Purchaser/s on or before taking possession of the said flat or as and when demanded by the Developers whichever is earlier shall pay to the Developers the amounts as stated herein below along with applicable Tax. The amount so paid by the Purchaser to the Developers shall be utilized by the Developers for the purposes for which these amounts have been received.

The Developers shall not be liable to give any account in respect thereof to the Purchasers:

a)	Rs. 600/-	entrance fee and share money.
b)	Rs. 3,000/-	formation and registration of the Society and Apex body.
c)	Rs. 18,468/-	security deposit for proportionate share of maintenance and other outgoings
d)	Rs. 5,000/-	professional charges of M/s. Purnanand & Co. for preparation of this Agreement.
e)	Rs. 2,08,250/-	towards deposits for water, electric and fire cess and other charges/expenses.
f)	Rs. 15,900/-	development charges.
g)	Rs. 2,56,500/-	corpus fund for maintenance of club house and swimming pool.
h)	Rs. 18,468/-	advance payment for 3(Three) months maintenance and other outgoings.
i)	Rs. 8,000/-	for providing piped gas.
j)	Rs. 71,820/-	for providing facilities as required in term of environmental clearance.

The Developer has informed and the Purchaser/s has agreed that the provisional monthly contribution as determined by the developer is subject to change due to increase in the rates, services and materials required for the maintenance of the said building or Phase or the entire Project and the Purchaser/s agreed to pay such increase as and when demanded by the Developer.

- 34.** The Developer shall execute and/or cause to be executed conveyance or lease of the said Property (after excluding the amenity space and set back area already handed over to the TMC as mentioned hereinabove), hereinafter referred to as the said Deed/s of Transfer in the manner as envisaged in this agreement only upon completion of entire development of the said Property. However, pending execution and registration of the Deed/s of Transfer and at any time prior to that, the Developers may if they so desire and deem fit in their sole and unfettered discretion, hand-over the management and control of the said building and/or other buildings and/or any part/s thereof, to the ad-hoc committee/s, the Society/s and/or the Apex Body, as the case may be,

at such time/s and on such terms and conditions as the Developers may desire and deem fit in their sole and unfettered discretion.

35. It is further agreed between the Developers and the Purchaser that if at the time of handing over charge of the management of the said building and/or other buildings to committee or ad-hoc committee of the Society, any IOD deposits and any other deposits paid by the Developers in respect thereof are not received by the Developers then the said amount and all the amount to be received by the Developers from the Society and such Purchasers shall be adjusted by the Developers, out of the amounts, if any, payable by the Developers to such ad-hoc committee and/or such committee of the Society. If any member has not paid any dues including his/her share of maintenance charges then Developers is entitled to adjust the amount due and payable by any member. In case of there being any shortfall, such shortfall shall be paid by the Purchaser/s to the Developers.
36. The Developers shall not be liable to bear or pay any amount by way of contribution, out goings, deposits, transfer fees, non occupancy charges, donation, premium or otherwise howsoever to the Society/s or the Apex

Body in respect of any unsold/unallotted buildings, flats or parking spaces or premises in the said Complex, save and except the rents, rates, taxes, cesses and assessments payable to the Corporation and other Government, local or public or private bodies and authorities in respect thereof. The Developers will be entitled to apply for and obtain reduction in and the refund of the municipal and other taxes, cesses, assessments and levies on account of the vacancy of the unallotted/unsold buildings, flats, premises and parking spaces. In case the Developers are liable to pay or have paid the same in respect of such buildings, flats, premises and or/parking spaces which are not allotted, sold and disposed of and any refund of any such taxes, cesses, assessments or other levies made by the Corporation or any other Government, local or public body or authority is received by the Society/s and/or by the Apex Body in respect of such unsold or unallotted buildings, flats, premises and/or parking spaces, then the Society/s and/or the Apex Body as the case may be shall forthwith and without making any claim or demand or raising any objection or dispute whatsoever in respect thereof, pay over the same to the Developers, whether the Developers have demanded the same or not.

37. The Purchaser/s with intention to bind and bring in all persons into whosoever hands the said flat may come, doth hereby covenants with the Developers as follows:
- (a) to maintain the said flat at Purchasers own cost in good tenantable repair and condition from the date the possession of the said flat is taken and shall not do or suffered to be done anything in or to the said flat which may be against the rules, regulations or bye laws of concerned local or any other authority or change; alter or make additions in or to the said flat or any part thereof.
 - (b) to carry at his own cost all internal repairs to the said flat and maintain the said flat in the condition, state and order in which it was delivered by the Developers to the Purchaser and shall not do or suffer to be done anything in or to the said flat which may be against 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.
 - (c) to pay to the Developers within seven days of demand by the Developers his share of security deposit demanded by concerned local authority or Government

for giving water, electricity or any other service connection to the building in which the flat is situated.

(d) to observe and perform all the rules and regulations which the Society 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 flat, the said building and other buildings and the flats 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 regarding the occupation and use of the said flat and the common areas and shall pay and contribute regularly and punctually towards the taxes expenses or other outgoings in accordance with the terms of this Agreement.

(e) not to change the user of the said flat viz from residential to any other user.

(f) not to store in the flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the flat or storing of goods which is objected by the concerned local or other authority and shall not carry or

cause to be carried heavy packages to upper floors which may damage or likely to damage the staircases, common passages or any other structure of the building including entrances of the building and in case any damage is caused to the building on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.

(g) not to demolish or cause to be demolished the flat or any part thereof, nor at any time make or cause to be made any addition or alterations, of whatever nature in or to the flat or any part thereof, nor any alterations in the elevation and outside colour scheme of the building and shall keep the sewers, drains, pipes and other sewers and utilities in the flat and appurtenances thereto in good and tenantable condition and in particular so as to support shelter and protect the other parts of the building and shall not chisel or in any other manner damage to columns, beams, walls, slabs or RCC, walls or other structural members in the flat without the prior written permission of the Developers and/or the Society.

(h) not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said flat in the compound or any portion of the said Property.

(i) not to change and/or alter the elevation and the colour scheme of the said building.

- (j) not to enclose and/or undertake and do any construction in the stilt area of the said building.
- (k) not to enclose and/or cover terrace area adjoining the residential area if any and the common terrace of the said building.
- (l) not to enclose duct, service areas or elevation projections.
- (m) not to do or permit to be done any act or thing which may render void or voidable any Insurance of the said Property and the building or any part thereof or whereby any increase premium shall become payable in respect of the insurance.
- (n) not to transfer, assign, give on leave and license, caretaker, paying guest or tenancy basis or induct any person/s into or part with the said flat and/or any part thereof and/or the Purchaser's right, interest or benefit under this Agreement or part with the possession of the said flat and/or any part thereof without the prior written consent of the Developers until the execution of the Deed/s of Transfer. The Developers shall grant such consent to the Purchaser only if the Purchaser has not committed any breach or violation of any of the terms, conditions, covenants, stipulations or provisions of this Agreement. Such consent shall be subject to the terms and conditions imposed and stipulated by the

Developers in this regard, including payment of such transfer charges, fees and/or other amounts to the Developers, as may be specified by the Developers and payment in full of all amounts, dues and charges payable by the Purchaser to the Developers under this Agreement.

(o) The Purchaser hereby agrees that in the event any amount by way of deposit or premium or betterment charges or development charges or any tax or levies of payment of a similar nature becoming payable by the Developers to the Municipal Corporation or to any other authority in respect of development of the said Property or in respect of the said building and other buildings constructed and/or being constructed thereon the same shall be reimbursed to the Developers in proportion to the area of the said flat agreed to be purchased by the Purchaser bears to the area of the flat and/or all other flats in the said building and/or in the said Complex as the case may be and in determining such amount the decision of the Developers shall be conclusive and binding upon the Purchaser.

(p) The Purchaser shall permit the Developers and their surveyors and agents with or without workmen at all reasonable times, to enter into and upon the said flat and the said building or any part thereof to view and

examine the state and condition thereof;

(q) At the time of transfer of the said building and the said Property the Purchasers shall pay to the Developers the Purchaser's share of stamp duty and registration charges payable, if any, by the Society on the conveyance/ lease or any document or instrument of transfer in respect of the said building and/or in respect of the said Property and/or in respect of the said Complex and/or any part thereof as the case may be to be executed in favour of the Society.

38. The name of the said building shall forever be IRIS and the name of the said Complex shall forever be NEELKANTH GREENS.
39. The colour scheme of the said building and the said Complex shall not be changed and/or altered.
40. The Developers have availed of financial assistance from banks and/or institutions against security of the said Property and/or the construction thereon including the said building. It is hereby expressly agreed, clarified and understood that so long as it does not prejudice the rights created in favour of the Purchaser under this Agreement in respect of the said flat, the Developers shall be absolutely, irrevocably and unconditionally entitled to

and have the right to create charges or liens on, encumber, mortgage, sell, assign, transfer, dispose of, or otherwise deal with in any manner howsoever all or any of their rights, benefits, interest, title, privileges, and/or claims including development rights in respect of the said Property and/or the construction thereon or any part or parts thereof, without any notice to the Purchaser and the Purchaser has given and granted his specific, full free, unqualified and irrevocable consent to the Developers to do so. As part of any such arrangement by the Developers all or any of the responsibilities and/or obligations of the Developers may be shifted or transferred to any other person or persons. All such arrangements by the Developers shall be binding on the Purchaser. The Developers undertake to clear the aforesaid encumbrances, if any, prior to the execution and registration of the Deed/s of Transfer and the Developers shall indemnify and keep the Purchaser fully indemnified against all claims of any nature whatsoever that may be made against the Purchaser by virtue of any encumbrances created as aforesaid.

- 41.** Any delay tolerated or indulgence shown by the Developers in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser by the

Developers shall not be construed as a waiver on the part of the Developers of any breach or noncompliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Developers.

42. The Developers shall be at liberty to sell assign or otherwise deal with or dispose of their right, title and interest in the said Property excluding the said Building or any part thereof. PROVIDED that the Developers do not in any way affect or prejudice the right hereby granted in favour of the Purchaser.
43. The Purchaser shall present this Agreement for registration within the time prescribed by the Registration Act and intimate the Developers the serial number under which the same is lodged for Registration and thereafter the Developers shall within the time limit prescribed by the Registration Act attend such office and admit execution thereof.
- 44.(a) After the said Property is fully and completely developed to the satisfaction of the Developers and after all the buildings and structures to be constructed on the said Property are completed and after the

Society/ Societies of all the buildings/structures so constructed on the said Property are formed and registered and after all the flats /premises in the said buildings / structures have been sold and disposed off by the Developer and after the Developer have received all the dues and moneys payable to them under the terms of the Agreements with the Purchasers of flats/premises in the said buildings/ structures, the Developer shall execute or cause to be executed the necessary conveyance/lease (hereinafter referred to as "the said Deed of Transfer") transferring the right title and interest in the said building and/or in other buildings and in the said Property in favour of Society / Societies of the Purchasers in the manner and on such terms and conditions as provided in this Agreement.

- (b) It is hereby expressly clarified, agreed and understood that the Developers may, if the Developers so desire and deem fit in their sole and unfettered discretion, execute separate and independent Deed/s of Transfer in respect of one or more of the said building/s but excluding Lower Stilt + Upper Stilt 1 in favour of such separate society/s and in such a case, a separate and independent Deed of Transfer in respect of Common areas including Lower Stilt + Upper Stilt 1, internal

roads, pathway, recreation ground, club house and swimming pool in favour of the Apex Body OR a single deed of transfer in respect of all the buildings together with the said Property jointly in favour of such all separate society/s as the Developers may desire and deem fit in their sole and unfettered discretion and the Purchaser hereby consent/s to the same and the Purchaser, the society/s and the Apex Body shall not raise any objection or dispute in respect of the same and the Purchaser, the Society/s and the Apex Body shall be bound to render all co-operation, assistance and facilities to the Developers in this regard as may be required by them from time to time and to do and perform all acts, deeds and things, including sign and execute all necessary writings documents. However, the Purchaser, the Society/s and the Apex Body shall not at any time be entitled to or claim any right to insist on sub division or amalgamation of the said Property and/or execution and registration of separate Deed/s of Transfer in respect of any one or more of the said building/s and/or any portion/s of the said Property or a single Deed of Transfer for the entire property.

- (c) The Developers have brought to the notice of Purchasers and the Purchasers have noted that a

portion of the said Larger property is being intended by the Developers for the purpose of development of the commercial complex or for any such purpose as the Developers may deem fit. The Purchasers have also noted that the said portion will be not part of the said Complex and the said portion may not be conveyed to the Society/s and/or to Apex Body, but may be retained by the Developers and be dealt with by the Developers in the manner they in their absolute discretion may deem fit and proper.

- (d) The Deed/s of Transfer and all other deeds, documents and writings relating or incidental to this Agreement, or to be executed pursuant to the same shall be prepared and engrossed by the Advocates of the Developers and the same shall be in accordance with the terms, conditions, covenants, stipulations and provisions of this Agreement and shall be in such form and shall contain such terms, conditions, covenants, stipulations and provisions including those contained in this Agreement as may be decided and determined by the Developers in their sole, absolute and unfettered discretion, including the following:
 - (i) Covenants which shall run with the land and which shall be binding upon, the Purchaser and his heirs,

executors, legal representatives, successors, transferees and assigns, as the case may be, and on the Society/s and the Apex Body;

- (ii) Covenant/s for right of way/access, if any, given and granted or to be given and granted to and in favour of the owner/s and/or occupier/s of any contiguous or adjacent or adjoining lands and properties and/or any other person/s, over or through the said Property or any part thereof.
- (iii) Declaration/s and confirmation/s of and from the Purchaser, the Society/s and the Apex Body that they shall not be entitled to or claim any easement or right of light or air, which would restrict or interfere with in any manner whatsoever, the free and unobstructed use and enjoyment of any portion of the said Property by the Developers, for the purpose of development thereof and/or any other lawful purpose;
- (iv) Declaration/s and confirmation/s of and from the Purchaser, the Society/s and the Apex Body in respect of the sole and absolute authority of the Developers regarding sale, transfer, assignment and/or disposal of unsold flats, premises and parking spaces, including additional construction,

carried out on the said Property and/or in the said Complex by utilising and consuming the FSI, FAR and TDR or sale, transfer, assignment and/or disposal thereof and the Developers sole right to enjoy and appropriate the revenue, income and benefits thereof; and

- (v) Declaration/s and confirmation/s of and from the Purchaser, the Society/s and the Apex Body in respect of the sole and absolute authority of the Developers regarding any contracts, arrangements, memorandums and/or writings executed for the said Complex including appointment of any agency, firm or corporate body or person or any other organization or association to maintain and manage, control and regulate the said building and/or the said Complex and/or the club house and the swimming pool including power and authority to collect the entire outgoings, provisional charges and other amounts for such period as the Developers may determine, for such consideration and on such terms and conditions as the Developers may deem fit;
- (vi) The Purchaser do hereby agree and confirm that the Developers herein have specifically retained and reserved with themselves, certain rights,

restrictions, privileges etc., which are mentioned in this Agreement and which all such rights, restrictions, privileges etc. shall remain with the Developers (irrespective of any change/amendment/enactment / modification/replacement/judicial review , interpretation of all relevant act/s, replacement of all relevant act/s) and the Purchaser/s do hereby acknowledge the existence of all such rights, restrictions, privileges etc. by the Developers (which are mentioned in this Agreement) as also of the fact that all such rights, restrictions, privileges etc. are retained by the Developers till execution of Deed of Transfer AND This condition is an essence of this Agreement the Purchaser/s confirm and acknowledge that this assurances and warranties of the Purchasers shall be binding on the Purchaser/s and all their respective permitted assigns and nominees including the society in respect of the said building.

- 45. (1)** So far as the Purchaser's rights, interest and benefits are concerned, the nature and scope of this agreement is limited to the said flat agreed to be purchased by the Purchaser and Car Park Space for parking his own Car only. The Purchaser shall not have any claim,

right or interest in respect of any common areas, amenities and facilities whatsoever in the said building and the said Complex including the open spaces, lobbies, staircases, lifts, common entrances, common passages, corridors, terraces, recreation areas and club house and swimming pool (hereinafter referred to as the said amenities and facilities) save and except the right of user, limited or otherwise, thereof hereby expressly given to the Purchaser in respect thereof and all such amenities and facilities shall remain the property of the Developers until the Deed/s of Transfer is/are executed and registered. After execution and registration of the Deed/s of Transfer, the Society/s and/or the Apex Body, as the case may be will hold all such amenities and facilities expressly subject to the rights, interests and benefits of and/or reserved by the Developers herein and therein, or otherwise in respect thereof.

- (2) The said amenities and facilities in the said Complex shall be used in a reasonable manner and only for the purposes for which the same are intended and provided and the same shall be used in accordance with the rules and regulations as may be framed in

this regard by the Developers, the Society/s and/or the Apex Body (as the case may be).

46. It is also understood and agreed by and between the parties hereto that all the purchasers of the flats in the said Complex 'NEELKANTH GREENS' including the purchaser herein shall be entitled to use and have ingress and/or egress through all the internal roads and pathways including such internal roads and pathways on the podium level and/or on the ground level (i.e. below the podium) provided on the said Property.
47. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that the terrace of the said building shall always belong to the Developer and they shall be entitled to deal with and dispose of the same in such manner as they deem fit and proper. The Developers may at their discretion sell the right of terrace or a part thereof for putting up hoardings, display of advertisements and installation of cellular telecommunication relay stations, radio pager relay station and other communication relay stations and for any other use and for that purpose to install antenna, boosters and other equipments on the terrace of the

said building and to commercially exploit the aforesaid rights for their own benefit. The Purchasers of these rights shall be entitled to become members of the Society of the Purchasers. In the event of the Developers obtaining permission from the concerned authorities for construction of one or more premises on the terrace of the said building, then the Developers shall be entitled to construct by themselves and/or through their nominees such additional premises and to sell and/or deal with such premises, that be constructed by them on the terrace together with the terrace to such persons and for such consideration and on such terms as the Developers may deem fit and proper. The Developers shall be entitled in that event to allow use of such entire terrace and/or part thereof to the purchaser of such premises constructed on the terrace and the terrace shall then be in exclusive possession (as owner) of the Purchaser of such premises constructed on the terrace. In the event of the Developers constructing more than one premises on the terrace the Developers shall be entitled to sell the concerned premises together with the portions of the terrace proportionate to and/or appurtenant thereto. The Society of the Purchasers shall admit as its members the purchasers of such premises that may be

constructed on the terrace with the exclusive right to them in the terrace as aforesaid. In the event of there being any water storage tank on the terrace for the said building or any other common facility being provided on the terrace then the Society shall be entitled to depute its representatives to go to the terrace for the regular check up and up keep and for carrying out repairs to the tank/tanks and/or such common facility at all reasonable times and/or during such times as may be mutually agreed upon by the Purchaser of such premises on the terrace and the Society.

48. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that the Patios or terrace space in front of or adjacent to the terrace flats and/or any other flats in the said building, If any, shall belong exclusively to the respective purchaser of the respective flat and such Patios/terrace spaces are intended for the exclusive use of the such Purchaser. The Purchasers shall not enclose such Patios/terrace.
49. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that the garden in front of or adjoined to the any flat in the said building

shall belong exclusively to the respective purchasers of the such flat and such garden are intended for the exclusive use of such purchasers.

50. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that so long as it does not in any way affect or prejudice the rights hereunder granted in favour of the Purchaser in respect of the said flat the Developers shall be at liberty to sell, assign, transfer, mortgage or otherwise deal with or dispose off their right, title or interest in respect of the said Property and/or any part thereof. The Developers shall also be free to construct additional structures like sub-station for electricity, co-operative societies offices, co-operative departmental stores, temple or place of worship, covered and enclosed garages, underground and overhead tanks, structures, watchman's cabin, toilet units for domestic servants, septic tanks, and soak pits etc. the location of which are not particularly marked upon the ground floor plans or lay out plans of the said Property. The Purchaser shall not interfere with these rights of Developers by raising any disputes or court injunctions under Section 7 of the MOFA Act and/or under any other provision of any other applicable law.

The Developers shall always be entitled to sign undertakings and indemnities on behalf of the Purchaser as required by any authority of the State or Central Government or Competent Authority under any law concerning construction of the buildings and structures

for implementation of their scheme for development of the said Property.

51. The Developers shall have a right to make additions and alterations and to raise additional storey's on the buildings or structures that may be constructed or put on additional structures, wings, building at any time as may be permitted by the Municipal Corporation and such additions alterations and additional structures or storey's shall be the sole property of the Developers who shall be entitled to deal with or dispose off in any manner that they may deem fit and the Purchasers hereby irrevocably consent to the same. The Purchasers hereby consent and agree that they will give all the facilities and assistance and fully cooperate with the Developers to enable the Developers to make any additions and alterations and/or to raise additional storey's or wings or structures in accordance with the plans sanctioned or which may hereafter be sanctioned and will not obstruct or hinder

the Developers in their using the staircase, lobbies lift etc. for carrying the materials on upper floors and the Purchasers hereby further agree that even after being admitted as members of the said Organization they will consent to the Organization giving to the Developers full facility, assistance and Co-operation to enable the Developers even after the Developers have delivered possession of the said premises to the Purchasers to make the said additions and alterations and/or to raise additional storey's or wings or structures complete and make fit for occupation in all respects and for the aforesaid purpose the Developers shall be entitled to utilize and/or make connection from all water pipelines and storage tanks sewerage and drainage pipe lines, electric cables, electric lines and sub-station/receiving station and other conveniences and amenities to the said additional storey's or wings or structures which may be constructed by the Developers and the Purchasers hereby irrevocably consent to the same and they shall not raise any objection whatsoever. The Purchasers further agree and undertake not to object to such constructions on the ground of light and ventilation nuisances annoyance inconvenience and/or on any other reasons whatsoever or claim abatement in the price or concession or rebate or compensation or damages.

52. It is expressly agreed that the Developers shall always be entitled to put hoarding/s on the said Property including the said building and/or any part thereof and the said hoardings may be illuminated or comprising of neon-signs by themselves and/or through their nominees /assignees and for that purpose the Developers are fully authorised to allow temporary or permanent construction and/or erection or installation on the said Property and/or any part thereof as the case may be and the Purchaser agrees not to object or dispute the same in any manner whatsoever.
53. This Agreement shall always be subject to the provisions of the the Real Estate (Regulation and Development) Act 2016 & Maharashtra Rules 2017.
54. All costs, charges and expenses in connection with the formation of the cooperative housing society as well as the costs of the preparing, engrossing the conveyance/lease, stamp and registration charges thereof and all other agreements, assignment deed, transfer deed or any other documents required to be executed by the Developer as well as the entire professional fees of the Attorney of the Developers for preparing and approving

all, such documents shall be borne and paid by the Society and/or by all the Purchasers of flats and premises. The stamp duty and registration charges on this Agreement and all the documents executed and/or to be executed incidental to this Agreement shall be borne and paid by the Purchaser. The share of the Purchaser of such cost, charges and expenses shall be paid by him/her immediately on demand.

55. In this Agreement unless there is something inconsistent with or repugnant to the subject or context wherever "Society" is referred to, it shall mean and include Co-operative Housing Society, Limited Company, Association of Persons, and any other organisation or body corporate as permissible under law. It is expressly agreed that the Developers shall form or cause to be formed any such organisation and/or organisations as they deem fit and proper.

56. In case any adjoining Property and/or any other property is amalgamated with the said Property, then in that event unless there is something inconsistent with or repugnant to the context, wherever the expression "the said Property" is referred to in this Agreement, it shall mean and include such amalgamating and amalgamated

property/ies.

57. If the Developer due to any reason cannot execute conveyance and/or lease transferring the right, title and interest in the said flat and in the said Property as provided hereinbefore then the Developer for this purpose shall be entitled to execute such deeds, documents or assurances as permissible under law for the time being in force and wherever the word "conveyance" and/or "lease" and/or Deed/s of transfer is/are referred to in this agreement the same shall be deemed to mean and include the document or documents by which the right title and interest whether divided or undivided is transferred by the Developers in the said flat and in the said building and in the said Property and the Purchaser/s shall not raise any objection in that behalf.
58. In this Agreement unless there is anything inconsistent with or repugnant to the subject or context (a) SINGULAR shall include PLURAL and vice versa and (b) MASCULINE shall include FEMINE and vice versa.
59. All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly

served if sent to the Purchaser, by registered post A.D. or under the certificate of posting or by courier service at his/her address specified below :

Email Id :- _____

60. This Agreement may only be amended through written consent of the Parties.
61. That in case there are Joint Purchasers all communications shall be sent by the Developer to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes will be considered to be properly served on all the Purchasers.
62. Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, the same shall be referred to the Sole Arbitrator in accordance with Arbitration and Conciliation Act, 1996 or any statutory modification thereof for the time being in force. Such Arbitration shall be in English language and shall be held in Mumbai.

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

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands to this writing the day and the year hereinabove written.

:THE FIRST SCHEDULE ABOVE REFERRED TO:

All that piece and/or parcel of land situate at Majewade, Thane bearing Survey no. 312 (Part) 313, 314, 315, 316 and 317, 318 (part) 319 (part) and 321 (part) admeasuring 57.37 acres (equivalent to 2,80,365 sq. yards. Or 236419 sq. mtrs or thereabouts together with the structures thereon and bounded as follows:

On or towards East	:	Shree Satya Realtors , UniBex Factory
On or towards West	:	S. No. 312 and Neelkanth Woods
On or towards North	:	S, No. 318/1D/2, Amenity Open

Space

On or towards South : S. No. 312/1B,319/1/B/2, 40
meter

D P

**:THE SECOND SCHEDULE ABOVE REFERRED
TO:**

All that piece and/or parcel of land situate at Majewade,
Thane, bearing Survey . old No. 312 (P) New
312/1A(P),312/1B, 316 (P), old No. 318 (P) New No. 318/1D
(Pt), old No. 319 (P) new NO. 319/1A, 319/1B/1, 319/1B/2
admeasuring 14 acres (equivalent to 56,654 sq. mtrs) or
thereabout and bounded as follows:

On or towards East : S.No. 318(pt), 312(pt), Shree Satya
Realtors

On or towards West : S. No. 312 and Neelkanth Woods

On or towards North : Amenity Open Space, Forest Land

On or towards South : S. No. 312, 40 meter D P Road

**SIGNED SEALED AND DELIVERED) For Neelkanth Mansions
and**

by the withinnamed “Developers”) Infrastructure Pvt. Ltd

NEELKANTH MANSIONS and)
INFRASTRUCTURE PVT. LTD.)
in the presence of.....)

1. **Director/ Authorised**
Signatory

2.

SIGNED SEALED AND DELIVERED)
the withinnamed "the Purchaser/s")

(1)

(2)

in the presence of)

1.

2.

RECEIVED of and from the)
withinnamed Purchaser a sum)
of Rupees _____ **Only**)
by Cheque being the amount of part)
purchase price paid by the Purchaser)
to us.)

Rs. _____/-

AND For **NEELKANTH MANSIONS**

LTD **INFRASTRUCTURE** **PVT.**

SIGNATORY **DIRECTOR** **/** **AUTHORISED**