

AGREEMENT FOR SALE

THIS AGREEMENT is made at Thane this _____ day of _____, 20____.

BETWEEN

M/S. LAXMI BUILDERS & DEVELOPERS, a Proprietary concern (PAN No. CJVPM2993Q)through its proprietor Mr. Kanji Murji Mange (Bhanushali)Age-46, having its office at- Shop No.B-2/01, Laxmi Residency, Diva-shil Road, Khardi, Post Davale, Taluka and District Thane, hereinafter referred to as “**PROMOTER**” (which expression shall unless it be repugnant to the context or meaning thereof mean and be deemed to include his survivors, his respective heirs, executors, administrators and assigns) of the **ONE PART**;

AND

(1) Mr. PRASHANT SHANKAR JANGAM (PAN AWXPJ6813B), Age 32, Occupation BUSSINESS , and (2) Mrs. SADHANA PRASHANT JANGAM (PAN DDAPJ2508G), Age ____, Occupation HOUSEWIFE, presently residing:at DEWOOL WADI,VANOSHI TARF NATU, PO: SONDEGHAR,DIST: RATNAGIRI,MAHARASHTRA-415716. hereinafter collectively referred to as the “ **ALLOTTE/S**” (which expression shall, unless contrary to the context or meaning thereof, meaning and include his/her/their heirs, representatives, executors and assigns) of the **OTHER PART**;

WHEREAS 1)Mr. Kaluram Rama Chaudhri 2) Meena Kaluram Chaudhri 3) Mr. Pankaj Kaluram Chaudhri 4) Mrs. Aalka Kailash Patil and 5) Ashika Kaluram Chaudhri (hereinafter referred to as "the Owners") seized and possessed of and/or otherwise well and sufficiently entitled to the immovable Property bearing Survey no. 4, Hissa No. 10C, area admeasuring 6610 Sq.Mtrs. situated at Village Dawle, Taluka and District Thane, Registration District and Sub District of Thane and within the limits of the Municipal Corporation of the City of Thane; (hereinafter referred to as “**the Said project land**”), and more particularly described in the **Schedule –I** written hereunder;

AND WHEREAS the said Owners desirous of developing the said Project Land and by constructing a multi-storied building on the said Project Land, however, due to the financial stringency and expertise, the said Owners were unable to carry out the development of and construction over the said Project Land and, therefore, had proposed to sell, transfer and assign the development rights of the said Project Land, in favour of some capable developer;

AND WHEREAS the Promoter herein being in the business of land development and construction activities, upon knowing the intention of the said owners to sell the said Project Land absolutely, free of encumbrances, charges, lien, mortgage, claims, demands, etc; approached the said Owner with their intention to develop the said Project Land, and offered to acquire the said Project Land with all the development rights, titles and interests in respect of the said Project Land and ultimately to get the conveyance of the said Project Land in their name, or in the name of their nominees, or to the co-operative society which may be formed by the occupiers of the Flat/Shop/Premises holders, in the proposed building/s to be constructed over the said Project Land;

AND WHEREAS after due deliberations and protracted negotiations, the said Owners has decided to assign the rights of development of the said Project Land and ultimately agreed to convey the said property to and in favour of the Promoter and/or their nominee/s and/or the proposed Co-op. housing Society/ Apartment to be formed by the premises purchasers in the proposed building/s;

AND WHEREAS pursuant to such protracted negotiations and after due deliberations, the said Owners has assigned the development rights of the said Project Land, by and under Development Agreement dated 16/03/2016, duly registered with Sub-Registrar of Assurances, Thane under Sr. No. TNN-9-3236-2016, Dated 16/03/2016, (hereinafter referred to as “**the said Development Agreement**”)came to be executed by and between the Promoter herein and the said owners, empowering the Promoter to develop the said Project Land in joint venture; and, ultimately constructed premises; to the third party for the consideration and the convey the said Project Land in the name of the Co-op. Housing Society, which may be formed by the premises purchaser therein; and

also executed irrevocable Power of Attorney on dated 16/03/2016, which power of attorney is also duly registered with Sub-Registrar of Assurances, Thane, under Sr. No. TNN-9-3237-2016, Dated 16/03/2016, (hereinafter referred to as "**the said Power of Attorney**"); to and in favour of the partners of the Promoters herein;

AND WHEREAS thus the aforesaid Owners and the Promoters / Developers, the Owners have granted the Development Rights by way of Development Agreements and Power of Attorney's in respect of the Said Project Land more particularly described in the First Schedule hereunder written and already defined as the Project Lands and to construct thereon building/s in accordance with the terms and conditions contained in the Development Agreement / Power of Attorney's;

AND WHEREAS thus, the Promoter herein, is well and sufficiently entitled to develop the said Project Land by consuming available F.S.I. in respect of the said Project Land as may be permissible under the DC Regulations, in force in respect of the said Project Land and/or to transfer, assign their rights either fully or party, unto the intending party;

AND WHEREAS the Promoters is desirous to develop a housing project on their said Larger properties from time to time in various phases as a cluster development and as a single or multiple layouts by constructing numbers of buildings consist of Apartment/shop/premises, etc. having common amenities and facilities for all the buildings of all the phases of housing project shall be known as "**LAXMI AANGAN**"(hereinafter referred to as "**the said Project**") .

AND WHEREAS Promoter is indenting to develop the Said Project Land and with a view of developing the Said Project Land by consuming available FSI the Promoter appointed Architect Sameer S. Lotke & Associates and the Developers have entered into a standard agreement with Architect, viz. Sameer S. Lotke & Associates (hereinafter referred to as the "Said Architect"), who is registered with the Council of Architects, and such agreement is as per the agreement prepared by the Council of Architects, and the Promoter have also appointed a structural Engineer Shree Siddhi Consultants and the Promoter accepts the professional supervision of the said Architect and structural engineer till the completion of the new building/construction upon the said Project Land;

AND WHEREAS the Promoter to carry out the development of the said Project Land and hence in pursuance of the intention of the Promoter, the Promoter submitted the Building Plans to the local authority viz. Municipal Corporation of the City of Thane through the Said Architect ;

AND WHEREAS the local authority viz. Municipal Corporation of the City of Thane scrutinized the building proposal submitted by the Promoters through the Said Architect and accordingly the local authority viz. Municipal Corporation of the City of Thane sanctioned and approved Development Permission and plans for construction of a building upon the said Project Land vide Commencement Certificate New **V.P. no. S11/0242/21/ TMC/ TDD/ 4029/22 dated 18/04/2022**, of buildings comprising of Stilt plus 1st to 7th upper floors which shall be known as "**Mahanadi**", a building comprising of Stilt plus 1st to 12th upper floors which shall be known as "**Krishna**", a building comprising of Stilt plus 1st to 12th upper floors which shall be known as "**Ganga**", a building comprising of

Stilt plus 1st to 7th upper floors which shall be known as “**Yamuna**”, a building comprising of Stilt plus 1st to 7th upper floors which shall be known as “**Godavari**”, a building comprising of Stilt plus 1st to 7th upper floors which shall be known as “**Kaveri**”;

AND WHEREAS the Developer has registered aforesaid buildings viz. buildings comprising of Stilt plus 1st to 7th upper floors which shall be known as “**Mahanadi**”, a building comprising of Stilt plus 1st to 12th upper floors which shall be known as “**Krishna**”, a building comprising of Stilt plus 1st to 12th upper floors which shall be known as “**Ganga**”, a building comprising of Stilt plus 1st to 7th upper floors which shall be known as “**Yamuna**”, a building comprising of Stilt plus 1st to 7th upper floors which shall be known as “**Godavari**”, a building comprising of Stilt plus 1st to 7th upper floors which shall be known as “**Kaveri**”, under the provisions of the Real Estate (Regulation and Development) Act, 2016 with Maha Real Estate Regulatory Authority, and registration No. P51700045456;

AND WHEREAS thus, the Promoter herein, is well and sufficiently entitled to develop the said Project Land by using and utilizing Floor Space Index of the said Project Land and by availing of TDR, Fungible FSI or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project Land from time to time;

AND WHEREAS in pursuance of the intention of the promoter by loading, consuming and utilizing the said Floor Space Index of the said Project Land and by availing of TDR, Fungible FSI or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation for additional construction in the said Project Land by constructing additional buildings, the Promoter has submitted the amended Building Plans to the local authority viz. Municipal Corporation of the City of Thane through the Said Architect;

AND WHEREAS the local authority viz. Municipal Corporation of the City of Thane scrutinized the amended building proposal submitted by the Promoters through the Said Architect and accordingly the local authority viz. Municipal Corporation of the City of Thane sanctioned and approved Development Permission and plans for construction of a building upon the said Project Land vide Amended Commencement Certificate New V.P. No. **S11/0242/21/ TMCB/ TDD/ 0092/(P/C)/2024/Auto DCR dated 16/02/2024**, of buildings comprising of Stilt plus 1st to 7th upper floors which shall be known as “**Mahanadi**”, a building comprising of Stilt plus 1st to 16th upper floors which shall be known as “**Krishna**”, a building comprising of Stilt plus 1st to 16th upper floors which shall be known as “**Ganga**”, a building comprising of Stilt plus 1st to 7th upper floors which shall be known as “**Godavari**”, a building comprising of Stilt plus 1st to 16th upper floors which shall be known as “**Kaveri**”;

AND WHEREAS under the circumstances, the Promoter alone has the sole and exclusive rights to the said Project Land including but not limited to right to develop the said Project Land by constructing building/s thereon and to sell the Apartment from the such building constructed on the said Project Land and to

enter into Agreements with the Purchasers of the Apartment in the said Project Land and to receive the sale price or consideration in respect thereof;

AND WHEREAS the Allotee/s demanded from the promoter and the promoter has given, to the satisfaction of the purchaser, inspection of all the documents relating to the said land and Project Land, the approved plans, specifications prepared by the promoter's Architects and such other documents which are specified under the Real Estate (Regulation and Development) Act, 2016, (the "**Act**") and the rules made thereunder and the purchaser is fully satisfied which the title of the Promoter in respect of the said Project Land and the Promoter's right to allot various Apartment in the Buildings;

AND WHEREAS the Promoters have also annexed to this agreement the authenticated copies of the following documents as required by the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Rules viz.:

- a) Certificate of Title issued by Pradeep S. Patil advocate of the Promoter, who have investigated the title in respect of the said Project Land and have certified the title of the said Project Land to be clear and marketable - **ANNEXURE "A"**;
- b) Copy of the 7/12 Extract of the said Project land **ANNEXURE "B"**;
- c) Copy of the floor plan, plan and Commencement Certificates and amended Commencement Certificates of the flat agreed to be allotted to the Allotee/s - **ANNEXURE "C1 to C__"**;
- d) Plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **ANNEXURE "C__"**

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building;

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

AND WHEREAS the Promoter has accordingly commenced construction of the Buildings in accordance with the approved plans;

AND WHEREAS the Allotee/s is/are offered an Apartment bearing number **505** on the **5th** floor, (herein after referred to as the said "Apartment") in the building knows as "**KRISHNA**" (herein after referred to as the said "Building") being constructed upon the said project land by the Promoter;

AND WHEREAS, the Allotee/s herein has/have applied to the Promoters for allotment to the Allotee/s an Apartment/flat No. **505** on **5th floor**, admeasuring about **36.23 sq.mtrs.** (Carpet area as per RERA) along with deck, enclosed

balcony/ service shaft/ varandha / open terrace area/ etc. if any of -- sq.mtrs. Appurtenant to the said Apartment/flat for exclusive use of the Allottee/s in total admeasuring about **390 sq.fts** which is equivalent to **36.23 sq.mtrs.** (Herein after referred to as **"the Said Apartment"**) in the Building known as **"KRISHNA"** in the project known as **"LAXMI AANGAN"** being constructed on the said project land;

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

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

AND WHEREAS the Promoter has registered the Project under the provisions of the Real Estate (Regulation & development) Act, 2016 with the Real Estate Regulatory Authority vide Certificate of Project Registration No. Maharashtra Real Estate Regulatory Authority no. _____ issued by MahaRera; The copy Certificate of Project Registration is annexed hereto and marked as - **ANNEXURE "E"**;

AND WHEREAS Under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Flat with the Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908;

AND WHEREAS in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment/Flat/Shop/Premises and the garage/covered parking space (if applicable).

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

1) The Promoter shall construct the building viz. **"Mahanadi"** comprising of stilt + 1st to 7th floor, the building viz. **"Krishna"** comprising of stilt + 1st to 16th floor, the building viz. **"Ganga"** comprising of stilt + 1st to 16th floor, the building viz. **"Godavri"** comprising of stilt + 1st to 7th floor, the building viz. **"Kaveri"** comprising of stilt + 1st to 16th floor on the Said Project Land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

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

1.(a) (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Residential/ Commercial Apartment No. **505** on **5th floor**, admeasuring about **36.23 sq.mtrs.** (Carpet area as per RERA) along with deck, enclosed balcony/ service shaft/ varandha / open terrace area/ etc. if any of --sq.mtrs. Appurtenant to the said Apartment/flat for exclusive use of the Allottee/s in total admeasuring about **390 sq.fts** which is equivalent to **36.23 sq.mtrs.** (herein after referred to as **"the Said Apartment"**) in Building known as **"KRISHNA"** in the project known as **"LAXMI AANGAN"** being constructed on the said project land, as shown in the Floor plan thereof hereto annexed and marked Annexure C-1 for the consideration of Rs. _____ including Rs. _____ being the proportionate price of the common areas and facilities appurtenant to the Apartment, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Parking space bearing No. ____ situated at the Ground/Stilt / Mechanical Parking Stack / Podium No. ____ being constructed in the layout for the consideration of Rs. _____/-.

1(b) The total aggregate consideration amount for the Apartment including parking space is thus Rs. _____ - /-

1(c) The Allottee has paid on or before execution of this agreement a sum of _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs _____ (Rupees _____) in the following manner :-

i. Amount of Rs. _____/- (_____) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement;

ii. Amount of Rs. _____/- (_____) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located;

iii. Amount of Rs. _____/- (_____) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the RCC slabs including podiums and stilts of the building or wing in which the said Apartment is located;

iv. Amount of Rs. _____/- (_____) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings, doors and windows of the said Apartment;

v. Amount of Rs._____/-(_____) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment;

vi. Amount of Rs._____/-(_____) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.

vii. Amount of Rs._____/-(_____) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appurtenant and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

viii. Balance Amount of Rs._____/-(_____) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Services Tax (GST) alongwith each installment and any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment. Failure to pay to the Promoter/Owners/Builders the GST including any of the aforesaid total consideration as mentioned hereinabove, shall be deemed to be a default in payment of amount due to the Promoter and will result in termination of this agreement.

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installment payable by the Allottee by discounting such early payments @ 18 % per annum for the period by which the respective installment has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit

then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(h) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installments and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the said project land is for Building 6610 square meters only and Promoter has planned to utilize Floor Space Index of _____ by availing of TDR/DR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various schemes as mentioned in the Development Control Regulations or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and the Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rules, on all the delayed payment which

become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter.

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

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

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter but the Promoters shall not be liable to pay to the Allottee/s any interest on the amount so refunded and upon termination of this Agreement and refund of aforesaid amount by the Promoters, the Promoters shall be at liberty to dispose of and sell the said Apartment to such person/s and at such price as the Promoters may in their absolute discretion think fit. It is agreed between the parties that the Liquidated damages shall be 20 % of the total consideration of the Flat/Apartment or the amounts received from the Allottee/s which shall not be more than 20 % of the total consideration. The Liquidated damages will be forfeited by the Promoter as agreed liquidated damages. However, any profit and all other advantages and benefits arising from the Sale of the said Apartment to a New Allottee shall belong solely and exclusively to the Promoter and the Promoter shall be entitled to the said profits and all the other advantages and benefits. The Allottee/s agree/s that of the said amount to be refunded will be returned by cheque by the Promoter to the Allottee/s by Registered Post Acknowledgement Due at the address given by the Allottee/s in these presents irrespective of whether or not the Allottee/s accepts / encashes the cheques/s, it will amount to the said refund.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in **Annexure ' D ', annexed hereto.**

5a) Notwithstanding what is contained herein to the contrary, it is expressly agreed between the Promoters and the Allottees that the Promoters shall be entitled to utilize and enjoy either personally or through any nominees all area or areas forming part of the said project land as properly as may be available time to

time including areas reserved for public utility including recreation, etc. by utilizing the same as the Promoters may deem fit and the Promoter will be entitled inter alia to construct recreation centre, health club, club house, hotel and carry on such other activities or activities as the Promoters may desire on professional and/or commercial basis and the ownership of such construction and structures including right to own, manage, run and conduct such area or areas or structure or structures with right to transfer or assign benefit thereof and to recover and appropriate consideration received there from including from the day today business thereof shall be that of the Promoters alone exclusively and the Allottees shall have no right thereto either in his individual capacity or through the organization of the Apartments Allottees. The Allottee/s doth hereby declare and confirm for the sake of clarity that the Ownership of all such area or areas and construction by way of recreation centre, health club, library or or hotel, etc., shall belong to the Promoters alone exclusively and Allottees shall have no right to the same in any manner whatsoever.

5b) The Allottee agree and admit that the Promoters reserve to itself the right to grant, convey, transfer or assign right of way/access road to the adjoining plot of land to the said project land or the said adjoining property herein by executing and registering appropriate agreement which shall always be binding upon the Allottee and the society or association or company formed of Allottees in the said building.

5c) The Allottee/s confirms that he/she/they/it has/has agreed that all internal dimensions for carpet area are from unfinished wall surfaces. Minor variations (+/-) up to 3% in actual carpet areas may occur on account of site conditions. In the event variation is more than 3% the consideration will stand decreased or increased as the case may be, the proportion to such variation.

6. The Promoter shall give possession of the Apartment to the Allottee on or before **31/03/2027**. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Till the entire amount and interest thereon is refunded by the Promoters to the Allottee/s there shall, subject to prior encumbrances, if any, be a charge on the said land as well as the construction or building in which the said Apartment are situated or were to be situated.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of -

- (i) non availability of steel, cement, other building materials, water or electric supply;
- (ii) war, civil commotion or act of God ;

(iii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

(iv) any other reason beyond the reasonable control of the Developers.

7.1 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 30 days (Thirty days) from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the Promoter to the Allottee intimating that the said Apartments are ready for use and occupancy.

7.3 Failure of Allottee to take Possession of Apartment: Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence/shop. He shall use the garage or parking space, if available only for purpose of keeping or parking his/her/their own vehicle.

So long as each of the Apartment/Covered parking spaces in the said building is/are not separately assessed for municipal Taxes and water taxes, etc., the Allottee/s shall pay to the Promoters or to the Society when formed, a proportionate share of the Municipal Taxes and water Taxes, etc. assessed on the whole building, such proportion to be determined by the Promoters on the basis of the area of each Apartment/covered parking in the said building. The Allottees along with the other apartment holders will not require the Promoters to contribute a proportionate share of the water charges, tanker water charges, electricity use for water, lifts and any other similar charges relating to occupation

in respect of the Apartment/s which are not sold or disposed of by the Promoters. The Promoters will also be entitled to the refund of municipal Taxes on account of the vacancies of such apartments.

9. The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. The Allottee/s shall be bound from time to time to sign all papers and documents and to do all other things as the Promoter may require him/her/them to do from time to time for safeguarding the interest of the Promoters and of other Allottee/s of the different Apartments in the said building. Failure to comply with the provisions of this clause will render this Agreement ipso facto to come to an end and the earnest money deposited and other monies paid by the Allottee/s shall stand forfeited by the Promoter.

9.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

9.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. _____ per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the

Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

10. The Allottee shall on or before delivery of possession of the said Apartment keep deposited with the Promoter, the following amounts:-

(i) Rs./-for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.

(ii) Rs...../-for formation and registration of the Society or Limited Company/Federation/ Apex body.

(iii) Rs...../- for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body;

(iv) Rs...../- towards Adhoc/provisional contribution towards outgoing of the society.

(v) Rs...../- for Deposit towards Water, Electric, and other utility and services connection charges & etc.

(vi) Rs...../- for deposits of electrical receiving and Sub Station provided in Layout

(vii) Rs...../- towards non-refundable costs

(viii) Rs...../- towards development charges

(ix) Rs...../- towards legal and documentation charges,

(x)Rs...../-towards provisional amounts towards deposit/premium/charges/expenses for procuring and using electric, water, drainage, sewerage connections, etc., will be extra and payable at the time of possession.

The amount towards provisional out goings, as contained in aforesaid sub-clause (iv) will be transferred by the Promoter to the Society as and when management of the said building is transferred is transferred to such society, after deducting there from of arrears of taxes and expenses, as contained in fourth schedule hereunder. It is agreed that the Promoters are not liable to pay any interest on the aforesaid amounts towards provisional out goings.

The aforesaid amounts mentioned in sub-clause (i), (ii), (iii), (vi), (vii), (viii), (ix), (x), (xi) shall be utilized by the Promoters to meet the expenses as mentioned therein and no interest will be payable on aforesaid amount.

11. The Allottee shall pay to the Promoter a sum of Rs. 5000/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

11a) The Allottee/s shall on or before taking possession of the said Apartment pay Rs...../- to the Promoters to meet the future maintenance of internal layout, roads, recreation areas, street lighting, etc. and for the purpose of maintenance and upkeep of recreation areas and other facilities which the Promoters provide specifically for the Allottee/s of apartment in the project land and earmark the same for the purpose of use thereof by the Allottee/s of Apartment in the building/s in the said property. It is clarified that the said amount of Rs...../- is not by way of consideration for acquiring the said Apartment by the Allottee/s of Apartment but for the purpose of lump sum payment of future maintenance in respect of the aforesaid area. It is further agreed that the Promoters will have right, and good power to invest the said amount or amounts for the betterment of the common infrastructure by the promoters and the Allottee/s shall have no right to the said amount and the Allottees shall not claim either refund thereof or hold the promoters liable in that behalf in any manner whatsoever. It is agreed that the Promoter shall be entitled to utilize the said amount for the purpose of the aforesaid arrangement in respect of the maintenance of internal layout, roads, recreation areas and repair thereof, street lighting, etc. it is also repeated and confirmed that the Promoters will make arrangement for the aforesaid maintenance work and make diligent efforts in that behalf. However, the Promoters shall not be liable for any act of commission or omission or failure in future maintenance of repairs of internal layout roads, street lighting and other areas by reason of the fact that the aforesaid amount is paid by the Allottee/s to the Promoters and the Promoters will endeavor in reasonable manner to provide for the same. It is agreed that the promoters will be entitled to provide for a body or association as the Promoters may deem fit so as to maintain the said internal layout roads, street lighting, etc. through the medium or instrument of such body or association as the case may be. The Promoters shall be entitled to transfer the said amount or balance thereof to such body or association as the case may and where upon the Promoters shall be absolved of all their liabilities in respect of the said amount and application and utilization thereof. The Allottee/s declare and confirm that the payment the said sum as stated hereinabove is over and above the purchase price and also the various deposit and charges agreed to be paid by the Allottee/s and the same shall not be set off or adjusted against any other amount or amounts in any manner whatsoever.

12. It is further clarified that charges mentioned herein is only indicative and not exhaustive and the Allottee/s agrees to pay to the Promoter, such other charges under such other heads as the Promoter may indicate. It is further

clarified that the Allottee/s further agrees to pay to the Promoter, such additional / increased charges as the Promoter may indicate.

13. At the time of the registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such Conveyance or Lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of the Conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such Conveyance or Lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13a)The Allottee/s hereby agree/s that in the event of any amount being levied by way of premium and other charges, betterment charges and/or development tax, security deposit, charges for purpose of giving water connection, drainage connection and electricity connection/payable to the Thane Municipal Corporation and/or to the State Government, MSEDCL or any private electricity provider, other taxes and/or payment of a similar nature becoming payable by the Promoters, the same shall be paid by the Allottee/s to the Promoters in proportion to the area of the said Apartment/flat. It is agreed that the betterment charges referred to hereinabove shall mean and include pro-rate charges which the Allottee/s may be called upon to pay by the Promoters in respect of installation of water line, water mains, sewerage line, sewerage mains, electric cable, electric sub-station (if any) making and maintaining of internal roads and access to the project land, drainage layout and all other facilities till the charge of the project land is handed over to the Society/Organization of the Allottees of the Apartments in the project land.

14. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter has clear and marketable title with respect to the project land and the Promoters are entitled to develop the land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and

subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

ix. At the time of execution of the Conveyance Deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

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

15. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-

i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make additions in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while

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

iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.

ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. Till a conveyance of the structure of the building in which the Apartment is situated is executed in favour of Society/Limited Company, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of the Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

16. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or Association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

17. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

18. Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this agreement or any forbearance or giving of time to the Allottee/s by the Promoters shall not be construed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee/s nor shall the same in any manner prejudice the rights of the Promoters.

19. The Promoter shall have the right to enter into contract with any third party / agency for the purpose of maintenance and upkeep of the said Project Land on such terms and conditions as the Promoter deems fit and proper and such decision/contract shall be final and binding until the conveyance / lease in respect of the said building is executed in favour of the Society.

20. The Allottee hereby expressly agrees and covenants with Promoter that in the event of the said building on the said Project Land being not ready for use and occupation and in the event of the Promoter permitting the Allottee/s to enter upon the said Apartment for the purpose of interiors and fit outs then in that event the Allottee shall not have any objection to the Promoter completing the construction of the balance building or additional floors on the said property without any interference or objection by the Allottee/ since he/ she/ they are aware of the phase wise development of the said Project Land.

The Promoters shall in respect of any amount payable by the Allottee/s under the terms and conditions of this agreement have first lien and charge on the said Apartment agreed to be acquired by the Allottee/s.

21. After the possession of the said Apartment is handed over to the Allottee/s, if any additions or alterations in or about or relating to the said building are thereafter required to be carried out by the Government, Municipality or any statutory authority the same shall be carried out by the Allottee/s in cooperation with purchasers of the other Apartment in the said building at their own cost and the Promoters shall not be in any manner liable or responsible for the same.

The Allottee/s agree and admit that the Promoters shall always have the right to get benefit of additional FSI, fungible FSI, any additional development right that they may be entitled to in future for construction on the said property from Thane Municipal Corporation (TMC), amend layout and also put up additional structure/buildings as may be permitted by the TMC and other competent Authorities; such structure/building will be the sold property of the promoters alone and the Allottee/s shall not be entitled to raise any objection or claim any abetment in the price of the said apartment agreed to be acquired by him/her/them.

The Allottee/s agree, admit and covenant with the Promoters that irrespective of anything the Promoters shall be entitled to use, avail and enjoy the said project land, its TDR loading capability or all development right and capabilities up to its optimum utilization level.

22. The Allottee/s shall at no time demand partition of his/her/their interest in the said building it being agreed and declared by the Promoters that this interest in the said building is impartible and it is agreed that the Promoters shall not be liable to execute any document in respect of the said Apartment in favour of the Allottee/s.

23. The Promoters shall after the construction of the said building is completed in all respects and after the occupation certificate is granted by the concerned authority get the Allottee/s admitted as member/s of the Cooperative Society which may be formed by the Allottee/s of different Apartment of the said building. The said Cooperative Society shall then be entitled to look after and/or manage the affairs of the said building.

24. In the event of the said Society being formed or registered or in the event of the Allottee/s being admitted as a member/s of the said Society before the sale of all the Apartments in the said building, the power and authorities of the said

Society so formed and registered of the Allottee/s and other Allottees of the Apartments in the said building shall be subject to the overall control of the Promoters in respect of any of the matters concerning the said building, the construction and completion thereof and all amenities appertaining to the same and in particular the said Promoters shall have absolute authority and control as regards the disposal of the unsold Apartments with respect to their respective entitlements, or the Apartments of which the agreements are cancelled at any stage for some reason/s or the other and all the Allottees of such Apartments shall be admitted as members of the said Cooperative Society with the same rights and the same benefits and subject to the obligations as the Allottee/s and the other members of such Cooperative Society may be entitled/liable to and without reservation or conditions whatever and the Allottee/s hereby agree/s to give consent to admit such Allottees as the members of such Cooperative Society as aforesaid without raising any objection whatsoever. It being further agreed that till such time the said unsold flats are sold/disposed of by the said Owners and Promoters, they shall not be liable to pay any maintenance, service charges or any other charges save and except the municipal taxes.

25. The Promoters shall always have the right to acquire and amalgamate the adjoining properties and develop the same along with the said property either as one building or a separate building as may be approved by the Competent/Planning Authority and the Allottee/s shall not raise any objection or cause any obstruction for the same provided that the light, ventilation and the area agreed to be given to the Allottee/s is not adversely affected and the Allottee/s shall not object to any Right of Way that may be granted over the said Project Land to the adjoining property/ies.

26. The Allottee/s agree/s and expressly consents to the following:-

(a) The Promoter shall be at liberty and entitled to enter into any arrangement as it may deem fit, with the other promoters/developers to amalgamate the lay – out on the said Project Land with the lay – outs on the lands contiguous/adjacent to the said Project Land, to form a larger lay - out with a view to integrate various infrastructure such a roads, common spaces, gardens, water supply, electric sub-stations, drains, sewers, installation and other services and utilities for more effective and economical maintenance and optimum enjoyment of the same.

(b) The Promoter have the right and shall be entitled to grant in respect of any portion of the said Project Land to the said other promoter/developers of the adjacent lay – outs, all such rights, benefits, privileges, easements including the right of way, to or from any or all internal roads in the said Project Land in such manner as desired by the promoter, without adversely affecting the said Apartment.

(c) The Promoter shall have the right to utilize/transfer/float any additional or residual FSI potential of the said property on to the said adjacent lay – outs or on any other land.

(d) The Allottee/s hereby expressly consents to the Promoter constructing additional upper floors, to the said building or extend the proposed said building by horizontal/vertical extensions, basement stilt, if any, as if the said variations and modifications had been incorporated in approved plans and agrees not to object or raise any dispute or contention whatsoever in future to the construction

of additional floors and shall not be entitled to or ask for any reduction in the consideration agreed to be paid by The Allottee/s under this agreement or claim compensation or damages on any count whatsoever. "The Allottee/s" is further aware that the Developers are at present constructing the said building and the Promoter shall at their sole discretion get sanctioned additional FSI available in respect of the of the said property which form part of layout of the said property and/or additional FSI available either as Transferable Development Right (TDR) or otherwise and get the plans sanctioned for the construction thereon of additional buildings (comprising of basement stilts and upper floors) for residential, commercial use or any other permitted use and "The Allottee/s" hereby unconditionally and irrevocably consents to the same.

(e)The Allottee/s hereby expressly consents to the Promoter constructing additional upper floors, to the said building or extend the proposed said building by horizontal/vertical extensions, basement stilt, if any, as if the said variations and modifications had been incorporated in approved plans and agrees not to object or raise any dispute or contention whatsoever in future to the construction of additional floors and shall not be entitled to or ask for any reduction in the consideration agreed to be paid by the Allottee/s under this agreement or claim compensation or damages on any count whatsoever. "The Allottee/s" is further aware that the Promoter are at present constructing the said building and the Developers shall at their sole discretion get sanctioned additional FSI available in respect of the of the said property which form part of layout of the said property and/or additional FSI available either as Transferable Development Right (TDR) or otherwise and get the plans sanctioned for the construction thereon of additional buildings (comprising of basement stilts and upper floors) for residential, commercial use or any other permitted use and "The Allottee/s" hereby unconditionally and irrevocably consents to the same.

(f)The Allottee/s hereby expressly give consent to and agreed that the Promoter shall be entitled to sub-divide or amalgamate the plot of land or part thereof forming part of lay out plan to develop it further with any adjacent plot of land either by using F.S.I. of adjacent plot or T.D.R. capacity of the same plot or T.D.R. of any plot of land.

(g) The Allottee/s hereby expressly consent to the Promoter re-designing any building or buildings or the recreation area or internal road and passages and such other area or areas which the Developers may desire to realign and redesign. If the building, in which The Allottee/s has/have agreed to acquire the premises, are completed earlier than other Buildings on the said property, The Allottee/s confirms that the Promoter then will be entitled to utilize any F.S.I. whether T.D.R. or otherwise, which may be available on the said property, said entire property or any part thereof or any part thereof or any adjoining property or properties as the case may be. Till the construction of all the buildings to be constructed on the said property as also other adjoining properties are completed and the F.S.I. and/or T.D.R. available on the said property is fully utilized by the

Promoter and the amount or amounts receivable by the Developers and all the obligations required to be carried out by "The Allottee/s" herein and the other Allottee/s of Apartment from the said Promoters, are fulfilled, the Promoters shall not be bound and shall not be called upon or required to form any Co-operative Society, Limited Company or condominium of Apartment Owners, as the case may be or execute conveyance or other document of transfer in respect of the said property. The Allottee/s agrees and irrevocably consents not to raise any demand or dispute or objection in that behalf.

(h) The Promoter reserve right to increase the proposed monthly contribution amount to provide for inflation/increase of above outgoings and "The Allottee/s" shall pay the same and shall not raise any dispute regarding the same. The Developers shall render the account of monthly outgoings and security deposits to the Society/Limited Company and not individually to "The Allottee/s" at any time.

27. The Allottee declares and confirms that he is aware that the building in which the said Apartment is located is part of the single lay – out and the said building is not situated on an independent plot as it is part of the Group Housing Scheme under the relevant D.C. Regulation. The FSI utilized in the building in which the said Apartment is located is part of the total FSI sanctioned on the basis of the area of the said Project Land. The Allottee shall not be entitled to any other FSI benefit except the FSI under in the said Apartment. The Promoter reserve unto themselves right to consume total FSI available by reason of any increase in FSI and/or any change in the DCR from time to time till the conveyance is executed in favour of the Apex Body.

28. The Promoter shall have the exclusive right to control advertising and signage, hoarding, and all other forms of signage whatsoever within the said Project Land, till such time as the said Project Land together with the buildings constructed thereon are transferred to the Organisation / Apex Body.

29. The Promoter shall be entitled to construct site offices/sales lounge in the said Project Land and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the said Project Land or any portion thereof is conveyed/ leased / assigned to the Organisation or the Apex Body and shall continue until the entire said Project Land is developed.

30. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE :-

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

31. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the

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

32. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

33. RIGHT TO AMEND

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

34. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES:-

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

35. SEVERABILITY:-

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Project.

37. FURTHER ASSURANCES:-

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

38. PLACE OF EXECUTION:-

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

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

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

Name of Allottee: **Mr. PRASHANT SHANKAR JANGAM and (2) Mrs. SADHANA PRASHANT JANGAM**

(Allottee's Address) **DEWOOL WADI,VANOSHI TARF NATU, PO: SONDEGHAR,DIST: RATNAGIRI,MAHARASHTRA-415716.**

Notified Email ID:_____

Name of Promoter - M/S. LAXMI BUILDERS & DEVELOPERS,
Address-Shop No.B-2/01, Laxmi Residency, Diva-shil Road, Khardi, Post Davale, Taluka and District Thane , 400612.

Notified Email ID: laxmibuilders410@gmail.com

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

41. JOINT ALLOTTEES:-

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

42. All costs, charges and expenses in connection with the formation of the COOPERATIVE SOCIETY as well as the costs of preparing, engrossing, stamping

and registering all the Agreements or any other document/s or documents required to be executed by the said Owners or Promoters or Allottee/s as well as the entire professional cost/s of the Advocate of the said Owners/Promoters in preparing and approving such documents shall be borne and paid by the PROPOSED SOCIETY or PROPORTIONATELY by all the Allottees or holders of Apartment in the said building including the Allottee/s herein and the proportionate share of the Allottee/s shall be such amount as may be fixed by the Promoters whose decision/s in this respect will be final and binding on the Allottee/s. The Promoters shall not be liable to contribute anything towards such cost/s, charge/s and expenses of the Allottee/s which shall be paid by him/her/them to the Promoters immediately on demand.

43. The name of the project will be known as "LAXMI AANGAN" and the name of the Building will be known " _____ " at all times and Society or any Organisation formed later will not change the name in future.

44. This agreement shall always be subject to the provisions contained in the Real Estate (Regulation and development) Act 2016 as amended up to date or any other provisions of law applicable thereto.

45. **STAMP DUTY AND REGISTRATION :-** The charges towards stamp duty and Registration of this Agreement shall be borne by the Promoter. The parties hereto shall attend the office of the Sub-Registrar of Assurances for registration of the said document within the prescribed time limit and admit execution thereof.

46. **DISPUTE RESOLUTION:-** Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the whichever Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

47. **GOVERNING LAW:-**

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

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Thane in the presence of attesting witness, signing as such on the day first above written.

THE FIRST SCHEDULE ABOVE REFERRED TO

DESCRIPTION OF THE PROJECT LAND

ALL THOSE piece or parcel of landed property bearing Survey no. 4, Hissa No. 10C, area admeasuring 6610 Sq.Mtrs. situated at Village Dawle, Taluka and District Thane, Registration District and Sub District of Thane and within the limits of the Municipal Corporation of the City of Thane;.

THE SECOND SCHEDULE ABOVE REFERRED TO:
DESCRIPTION OF COMMON AREAS & COMMON FACILITIES

SIGNED and DELIVERED)
by the withinnamed “**PROMOTER**”)
M/S. LAXMI BUILDERS & DEVELOPERS)
through its Proprietor)
Mr. Kanji Murji Mange (Bhanushali))
In the presence of)
1.

2.

SIGNED AND DELIVERED)

by the withinnamed "ALLOTTEE/S")

_____)

_____)

in the presence of)

1.

2.

SCHEDULE 'A'

PLEASE INSERT DESCRIPTION OF THE [APARTMENT/PLOT] AND THE GARAGE/CLOSED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS.

Apartment No. **505** on **5th floor**, admeasuring about **36.23 sq.mtrs.** (Carpet area as per RERA) along with deck, enclosed balcony/ service shaft/ varandha / open terrace area/ etc. if any of --sq.mtrs. Appurtenant to the said Apartment/flat for exclusive use of the Allottee/s in total admeasuring about **390 sq.fts** which is equivalent to **36.23 sq.mtrs.**, in the building known as "KRISHNA" in the project known as "**LAXMI AANGAN**" being constructed on the said project land.

TOGETHER WITH Parking space bearing No. ____ situated at the Ground/Stilt / Mechanical Parking Stack / Podium No. _____ being constructed in the layout.

RECEIPT

RECEIVED of and from the within named ALLOTTEE/s the sum of Rs. _____/-(Rupees _____ only) being the Part Consideration paid by him/her/them to us as per these presents,

Cheque No.	Date	Name of Bank	Amount Rs.
760566	13-08-2026	STATE BANK OF INDIA	51,000/

(subject to realization of Cheques)

I SAY RECEIVED
Rs. 51,000/-

for M/S. LAXMI BUILDERS & DEVELOPERS

through its Proprietor
Mr. Kanji Murji Mange (Bhanushali)

PROMOTER

Witnesses :-

- 1.
- 2.

FLOOR PLAN OF THE APARTMENT

ANNEXURE D

(Specification and amenities for the Apartment)